



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

P.O. Box 281
Warrenton, NC 27589-0281
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www.warrenton.nc.gov

BOARD OF COMMISSIONERS REGULAR MEETING
7:00 PM May 12, 2025
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 Public Hearing and Board Meeting April 14, 2025, Called Meeting April 29, 2025
5. Consent Agenda
 - a. Mission and Goals
 - b. Year-to-Date Revenue and Expenditure Reports (Budget vs. Actual)
 - c. Monthly Checks Report
 - d. Public Works Monthly Report
 - e. WWTP Monthly Report
 - f. Police Activity Reports
 - g. Action Items from Prior BOC Meeting
6. Committee Reports
 - a. Finance and Administration (Ms. Hunter)
 - i. FY 2025-26 Budget Presentation
 - b. Public Works (Mr. Blalock)
 - c. Public Safety (Mr. Ayscue)
 - d. Human Resources/Information Technology (Mr. White)
 - e. Revitalization/Historic District Commission (Mr. Coffman)
 - f. Beautification/Facilities (Ms. Sourelis)
 - g. Planning/Zoning/Annexation (Mr. Young)
7. Old Business
 - a. Status of Grants – for information
 - b. Update on Unaccounted-For Water – for information
 - c. IT Support Agreement (Katalyst) – for consideration
 - d. Engineering Agreement for Waste Water Grant (MESCO) – for consideration
 - e. Update of Grant Project Ordinance for CDBG Grant – for consideration
 - f. Budget Amendment for CDBG Grant – for consideration
 - g. Budget Amendment for Fund 38 – for consideration
8. New Business
 - a. Removal of Green SUV from Truist Parking Lot – for consideration
 - b. W/S Billing Services Agreement – for consideration, subject to legal review
9. Announcements
10. Adjournment

Conflict of Interest Disclaimer

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

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

Citizen Comments

Rules for Citizen Comments

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

**Town of Warrenton
Board of Commissioners**



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

P.O. Box 281
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BOARD OF COMMISSIONERS REGULAR MONTHLY MEETING

April 14, 2025

7:00 P.M.

Minutes

Those in attendance were:

Mayor Walter Gardner	Commissioner Mary Hunter
Commissioner John Blalock	Commissioner Nat White
Commissioner Jason Young	Commissioner Dian Sourelis
Commissioner Michael Coffman	
Robert Davie, Town Administrator	
Bill Perkinson, Public Works Director	
David Elliott, Chief of Police	
Meredith Valentine, Finance Officer	
Tracy Stevenson, Minute Taker	

Call to Order – Pledge of Allegiance and Moment of Silence

Mayor Walter Gardner called the regular monthly meeting of the Town of Warrenton Board of Commissioners to order Monday, April 14, 2025, at 7:00 p.m. A Moment of Silence was held for all who are sick, suffering, and in need. The Pledge of Allegiance was led by Commissioner Young.

Conflict of Interest Statement and Proposed Agenda

The Conflict-of-Interest statement was reviewed. The Proposed Agenda was presented. **Mayor Gardner requested an addition to the proposed agenda:**

- 5. Consent Agenda**
- N. T-Mobile Antenna Lease**

Commissioner Coffman made a motion to approve the amended proposed agenda, with a second by Commissioner Young. The motion was approved by unanimous vote.

Public Comments

Steve Milligan thanked the Town Board and Chief Elliott for approving and enforcing the ordinance pertaining to fowl within the city limits.

Minutes

The minutes of the March 10, 2025, board meeting were presented. Commissioner Coffman made a motion to approve the minutes as presented, with a second by Commissioner Sourelis. The motion was approved by unanimous vote.

Consent Agenda

- (a) Mission and Goals
- (b) Year-to-date Revenue and Expenditure Reports (Budget vs. Actual)
- (c) Monthly Check Report
- (d) Public Works Monthly Report
- (e) WWTP Monthly Report
- (f) Police Activity Report
- (g) Action Items from Prior BOC Meeting
- (h) Budget Amendment for Powell Bill Expenditure – for consideration
- (i) Budget Amendment for Revitalization Budget – for consideration
- (j) Budget Amendment to Close Out EPA Grant – for consideration.
- (k) ESA (Engineering Services Agreement – NCDEQ Water Grant – for consideration and subject to legal review
- (l) ESA-NCDEQ Storm Water Grant – for consideration and subject to legal review
- (m) ESA-NCDEQ Wastewater Treatment Grant – for consideration, subject to legal review
- (n) T-Mobile Antenna Lease Agreement

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

Committee Reports

- (a) Finance and Administration – Commissioner Hunter had no additional report other than agenda items.
- (b) Public Works – Commissioner Blalock had no additional report other than agenda items.
- (c) Public Safety – Commissioner Ayscue was not in attendance. There was no additional report other than agenda items. Chief of Police, David Elliott presented the incident summary for the month of March 2025. Chief Elliott announced that the Public Safety Committee will hold a meeting on Wednesday, April 16, 2025, at 3:00 PM, at Town Hall.
- (d) Human Resources – Information Technology – Commissioner White had no additional report other than agenda items. Town Administrator, Robert Davie stated that part-time employee, Gary Beyer, has been hired full-time.
- (e) Revitalization/Historic District Commission – Commissioner Coffman informed the Board that the Tar Heel Traveler, Scott Mason interviewed Mayor Gardner and will be aired on April 22, 2025. He further stated that Mr. Mason will be in attendance for the Eastern Bluebird Festival. Commissioner Coffman stated that the Historic District Commission did not meet this month.
- (f) Beautification/Facilities – Commissioner Sourelis informed the Board that the banners are here and that Public Works Director, Bill Perkinson will have the

banners up at least around the Courthouse Square in time for the Easter Bluebird Festival. She further stated that Ride Divine will be coming to Warrenton with hundreds of cyclists expected to attend.

- (g) Planning/Zoning/Annexation – Commissioner Young had no additional report other than agenda items.

Old Business

(a) Status of Grants –for information

NC DEQ Wastewater – Town awarded \$1,000,000 for improvements to the town’s sewer lines.

NC DEQ WWTP - \$2,000,000 awarded. Project to replace 44-year-old rotors and clean out oxidation ditch #1, which are currently the most critical issues at the WWTP and bring the oxidation ditch #2 online.

NC DEQ Water Infrastructure Rehab – Town-wide Water System Improvements: \$1,564,600 (Received award notice.) Resolution to accept award is in Board Packet for April 2025.

NC DEQ Water AIA Stormwater Planning – Town awarded \$400,000 for stormwater planning. Town has adopted resolution accepting award.

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. Selected low bidder for final grant recipient on Brehon Street. Awaiting additional funding approval from NC Commerce Dept before acceptance of bid by Town Board.

Golden Leaf Storm Water Grant – Town awarded \$196,447.50 for stormwater repairs to Brehon Street. Survey of affected area is complete. Single bid received which is over budget. Working out edits to bid.

Southern Crescent Regional Commission

This grant is designed to “Foster Entrepreneurial and Business Development Activities.” Budget is \$100,000 of which \$20,000 is in-kind match provided by Research Triangle Foundation, Kerr-Tar COG, Lake Gaston Chamber of Commerce, and Town of Warrenton. Recruiting of cohort underway. Six of eight slots filled.

NCLM Assistance Grant

Funded by ARP through NCLM, the League engaged the legal firm of Parker Poe to assist the Town in making changes, at no cost to the Town:

- Compliance of zoning code with any updated requirements from state
- Review of sign ordinances
- Recommendations for driveway sizes

Estimate items to be presented to Board by May of 2025.

FEMA Cybersecurity Grant:

- State and Local Cybersecurity Grant awarded to the Town of Warrenton in the amount of \$48,982. Sequentially implementing parts of grant project.

In Progress Grant Applications:

- NC Dept of Air Quality grant application for replacement of EV Charging Station in amount of approximately \$145,000. Received email indicating possible approval and forwarding to selection committee.

- (b) Update on Unaccounted for Water – for information** –Town Administrator, Robert Davie informed the Board that two exit meters have been installed by Warren County and are

showing a general increase of between 10,000 and 15,000 gallons per day or 300,000 to 450,000 gallons per month. Bill Perkinson stated that Rural Water is set to return to finish leak detection on Thursday. Mr. Davie informed the Board that the state has raised its minimum requirements for 100% grant and Warrenton's in-town water and sewer rates would have to be increased by \$5 per month at the 5000 gallon level in order to qualify. However, during the current round of applications, town engineers believe that the State will consider Warrenton's status as a vulnerable utility over rates and therefore, we are applying for larger grants and our full list of needs.

- (c) **Approval of Quote/Bid for Email Conversion, FEMA Grant – for consideration -** Town Administrator, Robert Davie presented the Board with a quote from Katalyst to switch from GoDaddy software to Microsoft 365 software. He stated that the project would be solely grant funded. Commissioner Blalock made a motion to approve the quote as presented, with a second by Commissioner Young. The motion was approved by unanimous vote.
- (d) **Approval of Quote/Bid for Brehon Street Stormwater – for consideration –** Town Administrator, Robert Davie presented a quote from IWALY for the Brehon Street Stormwater Improvements. Mr. Davie stated that this quote does not include engineering oversight. Mr. Davie and Public Works Director, Bill Perkinson, both feel confident in proceeding without engineering oversight. Commissioner White made a motion to approve the quote as presented, with a second by Commissioner Sourelis. The motion was approved by unanimous vote.
- (e) **Grant Project Ordinance for SCRC – for consideration –** Town Administrator, Robert Davie presented the Grant Project Ordinance for Southern Regional Crescent Commission for the Frontier Warren Accelerator Project for consideration. Commissioner Coffman made a motion to approve the Grant Project Ordinance as presented, with a second by Commissioner Hunter. The motion was approved by unanimous vote.
- (f) **Resolutions for Grant Application for Wastewater Infrastructure – for consideration –** Town Administrator, Robert Davie presented the following resolutions required for applications for the Fall Round Funding for Water, Sewer, and Wastewater:
- Resolution to apply for grant funding for all areas
 - Resolution updating and adopting the revised WWTP Asset Management Plan
 - Resolution updating and adopting the revised 10-Year WWTP Capital Improvements Plan
 - Resolution updating and adopting the revised Water and Wastewater Collection systems Asset Management Plan
 - Resolution updating and adopting the revised Water and Wastewater Collection 10-Year CIP

Commissioner Coffman made a motion to approve all resolutions as presented, with a second by Commissioner Blalock. The motion was approved by unanimous vote.

- (g) **Resolution for EBS Grant Portal – for consideration –** Town Administrator, Robert Davie presented the Resolution Authorizing Reimbursements for NC DEQ Grants, appointing Meredith Valentine, Finance Director, and Robert Davie, Town Administrator as “creator” and “submitter” to EBS, the online grant reimbursement portal. Commissioner Coffman made a motion to approve the resolution as presented, with a second by Commissioner Hunter. The motion was approved by unanimous vote.

- (h) **Resolution Accepting Funding Offer – NC DEQ Water Grant – for consideration –** Town Administrator, Robert Davie presented the Resolution Accepting Funding Offer for a State Revolving Loan in the amount of \$1,564,000 for the construction of the Town-Wide Water System Improvements. Commissioner Blalock made a motion to approve the resolution as presented, with a second by Commissioner Coffman. The motion was approved by unanimous vote.
- (i) **Amendment to Engineering Agreement for Golden Leaf Grant – for consideration and subject to legal review –** Town Administrator, Robert Davie presented the Amendment to Engineering Agreement for Golden Leaf Grant for consideration, subject to legal review. Commissioner Blalock made a motion to approve the amendment as presented, with a second by Commissioner Coffman. The motion was approved by unanimous vote

New Business

- (a) **Contract with Bluebird Festival Band - for consideration and subject to legal review -** Town Administrator, Robert Davie presented the Nu-Blue Performance Agreement in the amount of \$1,800 for entertaining at the Eastern Bluebird Festival for consideration and subject to legal review. Commissioner Blalock made a motion to approve the contract as presented, with a second by Commissioner Sourelis. The motion was approved by unanimous vote.

Announcements – There were none.

Closed Session – *to consider the qualifications, competence, performance, character, fitness, conditions of initial employment (NC GS 143-318.11 (a)(6))*

Commissioner Blalock made a motion to enter in closed session, with a second by Commissioner Hunter. The motion was approved by unanimous vote.

Commissioner Blalock made a motion to return to open session, with a second by Commissioner Hunter. The motion was approved by unanimous vote.

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



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Board of Commissioners Called Meeting
April 29, 2025, 5:30 PM
Minutes

Mayor Gardner called to order the special meeting of the Board of Commissioners at 5:30 PM at Town Hall for the purpose of approving a bid received for the Neighborhood Revitalization grant project.

In attendance were Mayor Gardner, Commissioners Sourelis, Blalock, Young, Ayscue, Hunter, White and Coffman. Commissioner Blalock motioned to accept the low bid for the grant project. The motion was seconded by commissioner Ayscue. There was no further discussion. The motion was approved by unanimous vote.

With no additional business the meeting was adjourned.

Mission

"Historically Great – Progressively Strong"

Five key tenets of the Town's mission are: maintaining small town charm, keeping the business district active, keeping young people excited about living in Warrenton, increasing prosperity and vibrancy, and understanding and capitalizing on a variety of histories while engaging the future.

In the most recent goal setting workshop, the Board identified top priorities for the Town:

GOAL 1: To improve water and sewer Infrastructure.

Key Strategic Actions

Work on the \$15 million of improvements already identified

- 1.5M already completed
- Apply for grants every 6 months

Ongoing

GOAL 2: To generate activity in downtown.

Key Strategic Actions

Revisualize SpringFest

Short term

Encourage pop-ups, like Lake Gaston coffee

Short term

Explore intern possibilities

Short term

Clean up Storefronts

Short term;

Seek compliance on existing violations.

Ongoing

Develop (options for) job description and salary range for position

Medium term

Fund Start Streetscape Plan (only as oppty presents)

Ongoing

GOAL 3: To add or enhance recreational opportunities.

Key Strategic Actions

Secure Parks & Rec Trust Fund grant for appraisal of Church Street 11 acres

Short term

CORE

Ongoing

Eye out for grants for existing park improvements that could include...

Ongoing

GOAL 4: To improve relationships with key partners.

Key Strategic Actions

Staff and Elected officials to reach out to Warren County Schools to express Town's interest in supporting schools and solicit their needs that Town can help with

- Explore plans for abandoned elementary school
- Gauge developer interest in redeveloping into teacher housing

Short term

Staff and Elected officials to reply to invitation from Warren County Government to attend joint board meetings and shared interests.

- Possible suggest rotating meetings.
- Develop relationships with other area municipalities

Short term and
Ongoing

GOAL 5: To increase the availability and variety of housing options.

Key Strategic Actions

Identify derelict properties. Consider fines or takeover and demolition.	Short term
Explore Main street options. Pay for acquisition or renovation?	Short term
Explore if abandoned elementary school can be converted to teacher housing	Medium Term
Connect with builders to determine their interest in available parcels	Ongoing
Eye out for opptys to add 'above retail' housing in downtown	Ongoing

GOAL 6: To sustain the work of the organization.

Key Strategic Actions

Plan for Key Staff Retirements

Network with area universities for interns (UNC MPA; SOG's Lead for NC; NC State for design) (short term)	Short term
Undertake informal salary study (on behalf of Police Department) by reaching out to NCLM or HRCentral or Warren County	Short term
Consider contracting for certification needs, when/where possible	Medium term
Encourage Kenny to keep getting certifications (ongoing)	Ongoing

Budget vs Actual

Town of Warrenton
5/9/2025 12:36:54 PM

Page 1 Of 27

Period Ending 4/30/2025

34 FRONTIER WARREN								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
Revenues								
34-335-340 State Econ & Infra Dev Grant FW Rev	80,000	0.00	0.00	0.00	0.00	(80,000.00)		
34-351-422 Rent Paid to Town Frontier Warren	48,540	0.00	1,600.00	1,600.00	36,180.00	(12,360.00)	75%	
Revenues Totals:	128,540	0.00	1,600.00	1,600.00	36,180.00	(92,360.00)	28%	
Expenses								
34-405-203 Supplies	500	0.00	102.28	102.28	353.02	146.98	71%	
34-405-250 Lights/Heat/Security	3,000	287.61	206.10	206.10	2,381.08	331.31	89%	
34-405-251 Telephone/Internet	3,000	401.52	197.20	197.20	2,236.64	361.84	88%	
34-405-255 Bldg Maint/Clean Srvs	3,000	905.00	50.00	50.00	1,685.00	410.00	86%	
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	3,000.00	3,000.00	3,000.00	33,000.00	0.00	100%	
34-405-499 Miscellaneous	2,870	0.00	0.00	0.00	0.00	2,870.00		
Non-Departmental Totals:	48,540	4,594.13	3,555.58	3,555.58	39,693.24	4,252.63	91%	

Budget vs Actual

Period Ending 4/30/2025

34 FRONTIER WARREN								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
34-432-701 State Econ & Infra Dev Grant FW Exp	80,000	0.00	39,999.99	39,999.99	39,999.99	40,000.01	50%	
Totals:	80,000	0.00	39,999.99	39,999.99	39,999.99	40,000.01	50%	

Budget vs Actual

Period Ending 4/30/2025								
Expenses Totals:		128,540	4,594.13	43,555.57	43,555.57	79,693.23	44,252.64	66%
34 FRONTIER WARREN	Revenues Over/(Under) Expenses:			(41,955.57)	(41,955.57)	(43,513.23)		

Budget vs Actual

Town of Warrenton
5/9/2025 12:36:54 PM

Page 4 Of 27

Period Ending 4/30/2025

37 GENERAL FUND								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
Revenues								
37-302-301 Ad Valorem Taxes - Current	482,907	0.00	0.00	0.00	471,195.94	(11,711.06)	98%	
37-302-302 Ad Valorem Taxes - Prior Year	5,000	0.00	0.00	0.00	5,287.59	287.59	106%	
37-302-303 Ad Valorem Taxes - all other prior years	2,000	0.00	0.00	0.00	754.32	(1,245.68)	38%	
37-302-304 Ad Valorem Taxes - Penalties & Interest	2,200	0.00	0.00	0.00	1,444.55	(755.45)	66%	
37-307-310 Motor Vehicles - Current	54,180	0.00	0.00	0.00	32,815.37	(21,364.63)	61%	
37-320-320 Local Option Sales Tax Monthly	377,000	0.00	26,993.52	26,993.52	215,919.38	(161,080.62)	57%	
37-320-321 Annual Refund of Sales Tax the Town paid	0	0.00	0.00	0.00	21,034.93	21,034.93		
37-325-325 Utility Franchise Tax Quarterly	86,000	0.00	0.00	0.00	44,818.97	(41,181.03)	52%	
37-325-328 Refund of Gas Tax paid monthly	1,000	0.00	162.81	162.81	1,216.94	216.94	122%	
37-325-330 Solid Waste Disposal Tax Qrly	600	0.00	0.00	0.00	480.46	(119.54)	80%	
37-335-335 Powell Bill	31,826	0.00	0.00	0.00	33,916.20	2,090.20	107%	
37-345-344 Historic District Comm Fees	0	0.00	0.00	0.00	75.00	75.00		
37-345-345 Zone Board of Adj	3,000	0.00	300.00	300.00	900.00	(2,100.00)	30%	
37-345-346 Code Enforcement	3,000	0.00	225.00	225.00	4,025.00	1,025.00	134%	
37-351-353 Landfill Fees Residential	208,224	0.00	17,248.03	17,248.03	171,515.66	(36,708.34)	82%	
37-351-356 Police Rpt Fees	50	0.00	0.00	0.00	10.00	(40.00)	20%	
37-351-357 Court Fees	250	0.00	9.00	9.00	65.29	(184.71)	26%	
37-351-360 Cell Tower Rent	32,340	0.00	2,695.00	2,695.00	26,950.00	(5,390.00)	83%	
37-351-361 Parking/Ordinance Collections PD	500	0.00	0.00	0.00	50.00	(450.00)	10%	
37-351-401 Debt Setoff Landfill	100	0.00	26.50	26.50	84.53	(15.47)	85%	
37-365-001 Interest Income	50	0.00	0.00	0.00	59.50	9.50	119%	
37-365-002 NCCMT Debt Setoff Disbursement	0	0.00	2,190.36	2,190.36	2,676.34	2,676.34		
37-365-351 Revitalization Comm	17,000	0.00	7,504.00	7,504.00	17,955.00	955.00	106%	
37-365-358 Branded Merchandise for Sale	0	0.00	260.00	260.00	260.00	260.00		

Budget vs Actual

Town of Warrenton
5/9/2025 12:36:54 PM

Page 5 Of 27

Period Ending 4/30/2025

37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-365-366 Surplus Property	4,000	0.00	2,575.00	2,575.00	2,575.00	(1,425.00)	64%
37-365-370 WWTP 25% of GF Exp	61,428	0.00	4,896.00	4,896.00	51,705.55	(9,722.45)	84%
37-365-371 WS 25% of GF Exp	110,354	0.00	8,279.00	8,279.00	100,807.30	(9,546.70)	91%
37-365-401 Mis/Revenue/License Tags	0	0.00	0.00	0.00	290.00	290.00	
37-365-410 Interest Investment NCCMT	28,000	0.00	0.00	0.00	20,290.15	(7,709.85)	72%
37-395-395 Powell Bill Apropiated Fund Balance (Budget Only)	13,608	0.00	0.00	0.00	0.00	(13,608.00)	
37-395-396 Appropriated Fund Balance (Budget Only)	47,712	0.00	0.00	0.00	0.00	(47,712.00)	
Revenues Totals:	1,572,329	0.00	73,364.22	73,364.22	1,229,178.97	(343,150.03)	78%
Expenses							
37-401-010 Salary - Full Time	175,867	0.00	14,098.96	14,098.96	147,675.20	28,191.80	84%
37-401-012 Salary - Adm Assistant	54,432	0.00	4,144.00	4,144.00	46,134.00	8,298.00	85%
37-401-020 ER-FICA Taxes	13,454	0.00	1,077.96	1,077.96	11,290.46	2,163.54	84%
37-401-021 ER-FICA Taxes - Adm Assistant	4,164	0.00	316.42	316.42	3,522.70	641.30	85%
37-401-030 ER-Retirement - Orbit	47,096	0.00	3,730.68	3,730.68	39,633.94	7,462.06	84%
37-401-040 ER-Health Insurance	30,405	2,589.44	2,235.38	2,235.38	27,812.12	3.44	100%
37-401-050 ER-Life Insurance	576	48.00	48.00	48.00	528.00	0.00	100%
37-401-060 ER-Workman's Comp	302	0.00	0.00	0.00	302.07	0.00	100%
37-401-200 Travel Expense	681	0.00	0.00	0.00	680.24	0.76	100%
37-401-203 Supplies	4,975	285.06	173.80	173.80	2,518.69	2,171.25	56%
37-401-250 Light, Heat & Security	6,746	430.17	241.81	241.81	6,255.42	60.41	99%
37-401-251 Telephone & Postage	4,000	350.98	295.13	295.13	2,501.52	1,147.50	71%
37-401-255 Bldg. Maint/ Clean SVS	9,000	819.00	389.32	389.32	5,548.80	2,632.20	71%
37-401-256 Bank Fees/ Petty Cash	3,750	0.00	300.00	300.00	3,000.00	750.00	80%
37-401-295 Training	2,000	0.00	0.00	0.00	268.00	1,732.00	13%
37-401-301 Computer Maint	4,800	1,073.11	319.19	319.19	3,375.55	351.34	93%
37-401-302 Software Support	2,500	357.94	105.49	105.49	1,930.07	211.99	92%
37-401-303 Software Purchase less than	3,102	0.00	0.00	0.00	3,102.30	0.00	100%

Budget vs Actual

Town of Warrenton
5/9/2025 12:36:54 PM

Page 6 Of 27

Period Ending 4/30/2025

37 GENERAL FUND								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
\$5,000								
37-401-304 Website	800	0.00	0.00	0.00	412.50	387.50	52%	
37-401-305 Technology Upgrades	1,000	500.00	0.00	0.00	0.00	500.00	50%	
37-401-306 Awning 25% Fund	500	0.00	0.00	0.00	500.00	0.00	100%	
37-401-307 Special Events	1,425	100.00	0.00	0.00	1,281.62	43.38	97%	
37-401-309 Advertising	2,270	0.00	0.00	0.00	134.10	2,135.90	6%	
37-401-310 Dues & Subscriptions	3,500	0.00	140.00	140.00	3,257.93	242.07	93%	
37-401-325 NC Sales/Use Tax Paid (No Tax)	1,326	0.00	256.17	256.17	1,324.31	1.69	100%	
37-401-400 Liability Insurance	7,500	1,607.65	0.00	0.00	5,598.58	293.77	96%	
37-401-401 County Tax Collection Svs	8,000	0.00	0.00	0.00	7,217.75	782.25	90%	
37-401-405 Audit Expense	12,084	0.00	0.00	0.00	11,500.00	584.00	95%	
37-401-420 Attorney Fees	3,500	1,200.00	0.00	0.00	1,200.00	1,100.00	69%	
37-401-497 Sales & Uses Tax Expense	0	0.00	1,558.80	1,558.80	29,646.64	(29,646.64)		
37-401-499 Miscellaneous Expense	4,594	120.00	3,468.35	3,468.35	4,465.74	8.19	100%	
37-401-802 Truist Parking Lot Loan Principal	10,035	0.00	0.00	0.00	10,039.46	(4.46)	100%	
37-401-832 Truist Parking Lot Loan Interest	6,203	0.00	0.00	0.00	6,202.55	0.45	100%	
37-401-998 Contingency	3,161	0.00	0.00	0.00	0.00	3,160.70		
General Government Totals:	433,748	9,481.35	32,899.46	32,899.46	388,860.26	35,406.39	92%	

Budget vs Actual

Town of Warrenton
5/9/2025 12:36:54 PM

Page 7 Of 27

Period Ending 4/30/2025

37 GENERAL FUND								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
37-402-014 Mayor Part Time Salary	1,500	0.00	125.00	125.00	1,250.00	250.00	83%	
37-402-020 ER - FICA TAXES	115	0.00	9.56	9.56	95.60	19.40	83%	
37-402-060 Workers Comp Mayor & Council	70	0.00	0.00	0.00	0.00	70.00		
37-402-200 Travel Expense	300	0.00	83.20	83.20	83.20	216.80	28%	
37-402-295 Training	100	0.00	0.00	0.00	0.00	100.00		
37-402-402 Commission offsite meetings	200	0.00	0.00	0.00	0.00	200.00		
Governing Body Totals:	2,285	0.00	217.76	217.76	1,428.80	856.20	63%	

Budget vs Actual

Town of Warrenton
5/9/2025 12:36:54 PM

Page 8 Of 27

Period Ending 4/30/2025

37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-405-345 Zoning/Ordinances	20,200	142.20	4,500.00	4,500.00	10,000.00	10,057.80	50%
37-405-407 Branded Clothing Sales	500	0.00	500.00	500.00	500.00	0.00	100%
37-405-423 Quilters Lane	500	0.00	0.00	0.00	88.43	411.57	18%
37-405-430 Historic District Comm	220	0.00	0.00	0.00	0.00	220.00	
37-405-450 Revitalization Comm	17,000	0.00	9,023.80	9,023.80	16,125.17	874.83	95%
37-405-470 Small Town Maint St	2,500	1,403.80	1,231.63	1,231.63	1,481.63	(385.43)	115%
Non-Departmental Totals:	40,920	1,546.00	15,255.43	15,255.43	28,195.23	11,178.77	73%

Budget vs Actual

Town of Warrenton
5/9/2025 12:36:54 PM

Page 9 Of 27

Period Ending 4/30/2025

37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-501-010 SALARY FULL TIME	175,829	0.00	14,900.33	14,900.33	120,385.08	55,443.53	68%
37-501-014 Salary - Part Time	57,400	0.00	5,640.00	5,640.00	53,430.00	3,970.00	93%
37-501-015 Salary-LEO Separation Allowance	14,396	0.00	1,085.94	1,085.94	10,859.40	3,536.60	75%
37-501-016 Salary - Admin Assistant	42,566	0.00	3,232.00	3,232.00	36,102.00	6,464.00	85%
37-501-018 Salary PD Weekend	6,435	0.00	0.00	0.00	6,435.00	0.00	100%
37-501-019 Salary - Over-Time	10,000	0.00	246.00	246.00	5,527.24	4,472.76	55%
37-501-020 ER-FICA Taxes	24,200	0.00	1,900.12	1,900.12	17,638.79	6,561.21	73%
37-501-030 ER - Retirement Orbit	64,792	0.00	3,110.01	3,110.01	28,205.20	36,586.80	44%
37-501-031 ER - 401K 5%	13,688	7,393.88	757.32	757.32	6,294.12	0.00	100%
37-501-040 ER - Health Insurance	46,712	3,938.28	2,246.03	2,246.03	17,360.60	25,413.12	46%
37-501-050 ER - Life Insurance	1,010	32.00	64.00	64.00	544.00	434.00	57%
37-501-060 ER - Workman's Comp	5,520	0.00	0.00	0.00	5,517.81	2.19	100%
37-501-200 Travel Expense	1,000	0.00	0.00	0.00	111.06	888.94	11%
37-501-203 Supplies	5,250	599.05	132.23	132.23	4,564.43	86.52	98%
37-501-204 Uniforms	5,000	326.26	2,606.10	2,606.10	4,396.11	277.63	94%
37-501-205 Equipment & Material	4,000	169.73	0.00	0.00	3,444.59	385.68	90%
37-501-250 Light, Heat & Security	8,050	430.17	241.80	241.80	6,892.80	727.03	91%
37-501-251 Telephone & Postage	8,110	870.31	742.19	742.19	6,287.28	952.41	88%
37-501-252 Fuel	20,000	6,569.38	1,278.60	1,278.60	8,430.62	5,000.00	75%
37-501-255 Bldg Maint/Clean Svs	6,344	819.00	389.32	389.32	4,385.37	1,139.63	82%
37-501-295 Training	2,000	0.00	200.00	200.00	607.10	1,392.90	30%
37-501-301 Computer Maint	9,951	801.11	818.69	818.69	4,820.70	4,329.19	56%
37-501-302 Software Support	10,459	1,320.00	0.00	0.00	6,362.55	2,776.45	73%
37-501-305 Technology Upgrades	3,000	109.51	0.00	0.00	2,664.99	225.50	92%
37-501-351 Maint & Repair Equip	4,000	374.25	585.75	585.75	617.24	3,008.51	25%
37-501-370 2019 Dodge Car 100	1,500	0.00	357.53	357.53	357.53	1,142.47	24%
37-501-371 2017 Dodge Car 200	1,500	15.53	754.78	754.78	1,484.47	0.00	100%
37-501-372 2016 Dodge Car 300	1,500	584.26	725.39	725.39	750.99	164.75	89%
37-501-373 2017 Dodge Car 400	1,500	506.96	762.76	762.76	840.47	152.57	90%

Budget vs Actual

Town of Warrenton
5/9/2025 12:36:54 PM

Page 10 Of 27

Period Ending 4/30/2025

37 GENERAL FUND								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
37-501-376 2019 Dodge Car 700	1,500	642.93	57.07	57.07	829.16	27.91	98%	
37-501-377 2023 Dodge Car 125	1,500	400.00	0.00	0.00	640.42	459.58	69%	
37-501-378 2023 Dodge Car 225	1,500	400.00	0.00	0.00	13.60	1,086.40	28%	
37-501-400 Liability Insurance	19,346	5,714.55	0.00	0.00	13,631.05	0.00	100%	
37-501-415 Medical	3,000	140.00	0.00	0.00	1,195.00	1,665.00	45%	
37-501-420 Attorney Fees	15,000	11,565.00	0.00	0.00	3,435.00	0.00	100%	
37-501-433 COP Program	2,666	0.00	1,291.95	1,291.95	2,665.79	0.00	100%	
37-501-499 Miscellaneous	800	0.00	112.00	112.00	776.30	23.70	97%	
37-501-500 Capital Outlay \$5,000 and over	14,000	0.00	0.00	0.00	0.00	14,000.00		
37-501-802 Police 2017 Cars Loan Principal (USDA)	4,630	0.00	0.00	0.00	4,629.14	0.86	100%	
37-501-804 Police 2019 Cars Loan Principal (USDA)	4,965	0.00	0.00	0.00	4,964.39	0.61	100%	
37-501-805 Police 2023 Cars Loan Principle (USDA)	7,410	0.00	0.00	0.00	7,409.74	0.26	100%	
37-501-832 Police 2017 Cars Loan Interest (USDA)	151	0.00	0.00	0.00	150.86	0.14	100%	
37-501-834 Police 2019 Cars Loan Interest (UDSA)	462	0.00	0.00	0.00	461.61	0.39	100%	
37-501-835 Police 2023 Cars Loan Interest (USDA)	1,568	0.00	0.00	0.00	1,567.26	0.74	100%	
Police Department Totals:	634,209	43,722.16	44,237.91	44,237.91	407,686.86	182,799.98	71%	

Budget vs Actual

Town of Warrenton
5/9/2025 12:36:54 PM

Page 11 Of 27

Period Ending 4/30/2025

37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-601-014 Salary - Part Time Code Enforcement	2,682	0.00	126.08	126.08	2,467.80	214.20	92%
37-601-020 ER-FICA Taxes	230	0.00	9.65	9.65	188.84	41.16	82%
37-601-060 Workers Comp	660	0.00	0.00	0.00	617.19	42.81	94%
37-601-252 Fuel/Truck Expense/Insurance	456	0.00	0.00	0.00	0.00	456.00	
37-601-352 Vehicle Maintenance	200	0.00	0.00	0.00	0.00	200.00	
37-601-437 Contract Srvs Fire Protection	87,600	0.00	7,300.00	7,300.00	73,000.00	14,600.00	83%
37-601-475 Donation to Town Fire	1,550	0.00	0.00	0.00	0.00	1,550.00	
37-601-476 Code Enforcement Exp	550	0.00	0.00	0.00	0.00	550.00	
Fire Totals:	93,928	0.00	7,435.73	7,435.73	76,273.83	17,654.17	81%

Budget vs Actual

Town of Warrenton
5/9/2025 12:36:54 PM

Page 12 Of 27

Period Ending 4/30/2025

37 GENERAL FUND								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
37-651-330 Christmas Lights/Santa House	1,747	0.00	0.00	0.00	1,747.00	0.00	100%	
37-651-331 Haley Haywood Park	768	0.00	0.00	0.00	0.00	768.00		
37-651-332 Signs below \$5,000	2,000	0.00	0.00	0.00	516.02	1,483.98	26%	
37-651-333 Street Beautification - Below \$5,000	4,000	842.77	85.00	85.00	2,339.21	818.02	80%	
37-651-335 Street Lighting Electric Bill	30,500	4,284.55	2,390.67	2,390.67	26,011.37	204.08	99%	
Signs and Lights Totals:	39,015	5,127.32	2,475.67	2,475.67	30,613.60	3,274.08	92%	

Budget vs Actual

Town of Warrenton
5/9/2025 12:36:54 PM

Page 13 Of 27

Period Ending 4/30/2025

37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-701-010 Salary - Full Time	61,826	0.00	5,141.66	5,141.66	55,238.95	6,587.05	89%
37-701-014 Salary - Part Time	19,140	0.00	304.00	304.00	14,447.04	4,692.96	75%
37-701-019 Over-Time	1,366	0.00	0.00	0.00	400.90	965.10	29%
37-701-020 ER-FICA Taxes	6,299	0.00	415.42	415.42	5,348.72	950.28	85%
37-701-030 ER - Retirement - Orbit	16,840	0.00	1,051.48	1,051.48	11,682.76	5,157.24	69%
37-701-040 ER-Health Insurance	17,626	1,092.72	1,178.38	1,178.38	13,557.60	2,975.68	83%
37-701-050 ER-Life Insurance	468	36.80	41.12	41.12	289.60	141.60	70%
37-701-060 ER-Workman's Comp	1,602	0.00	0.00	0.00	1,399.22	202.78	87%
37-701-203 Supplies	5,083	0.00	73.01	73.01	5,083.00	0.00	100%
37-701-204 Uniforms	3,900	870.56	228.70	228.70	3,029.44	0.00	100%
37-701-251 Telephone & Postage	925	348.43	57.03	57.03	576.57	0.00	100%
37-701-252 Fuel	13,000	2,126.98	465.74	465.74	6,796.41	4,076.61	69%
37-701-256 Street Maintenance	2,089	0.00	690.00	690.00	1,729.99	359.01	83%
37-701-351 Maint & Repair Equip	13,233	0.00	0.00	0.00	13,232.73	0.27	100%
37-701-352 Vehicle Maintenance	5,548	0.00	1,188.45	1,188.45	5,363.72	184.28	97%
37-701-400 Liability Insurance	8,517	2,303.11	0.00	0.00	6,213.72	0.17	100%
37-701-431 Street Debris Disposal	4,894	0.00	0.00	0.00	4,894.00	0.00	100%
37-701-895 Mowing	(16,000)	0.00	(1,333.00)	(1,333.00)	(13,330.00)	(2,670.00)	83%
Streets Totals:	166,356	6,778.60	9,501.99	9,501.99	135,954.37	23,623.03	86%

Budget vs Actual

Period Ending 4/30/2025

37 GENERAL FUND								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
37-710-361 Maint & Repair POWELL BILL	4,425	0.00	0.00	0.00	4,425.00	0.00	100%	
37-710-500 Capital Outlay \$5000 and above	24,283	0.00	24,231.00	24,231.00	24,231.00	52.00	100%	
Powell Bill Totals:	28,708	0.00	24,231.00	24,231.00	28,656.00	52.00	100%	

Budget vs Actual

Town of Warrenton
5/9/2025 12:36:54 PM

Page 15 Of 27

Period Ending 4/30/2025

37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-801-010 Salary - Full Time Sanitation	54,199	0.00	2,687.60	2,687.60	40,442.16	13,756.84	75%
37-801-019 Salary - Over Time Sanitation	872	0.00	0.00	0.00	318.19	553.81	36%
37-801-020 ER - FICA Sanitation	4,213	0.00	201.69	201.69	3,080.55	1,132.45	73%
37-801-030 ER - Retirement - Orbit Sanitation	11,262	0.00	549.61	549.61	5,647.95	5,614.05	50%
37-801-040 ER - Health Insurance	13,808	709.05	256.52	256.52	9,346.77	3,752.18	73%
37-801-050 ER - Life Insurance	259	63.60	0.00	0.00	194.40	1.00	100%
37-801-060 Workman's Compensation	3,682	0.00	0.00	0.00	3,664.92	17.08	100%
37-801-203 Supplies	568	0.00	27.48	27.48	544.76	23.24	96%
37-801-204 Uniforms	2,912	1,575.34	90.81	90.81	1,336.66	0.00	100%
37-801-251 Telephone & Postage	500	190.28	32.91	32.91	309.72	0.00	100%
37-801-252 Fuel	3,978	444.61	179.85	179.85	2,072.97	1,460.42	63%
37-801-350 Landfull Fees	20,250	4,183.62	1,600.63	1,600.63	15,335.43	730.95	96%
37-801-352 Vehicle Maintenance	1,755	0.00	0.00	0.00	1,754.22	0.78	100%
37-801-400 Liability Insurance	4,974	1,302.07	0.00	0.00	3,671.21	0.72	100%
Sanitation Totals:	123,232	8,468.57	5,627.10	5,627.10	87,719.91	27,043.52	78%

Budget vs Actual

Period Ending 4/30/2025

37 GENERAL FUND								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
37-901-038 Transfer Out to WS for USDA Loan	7,281	0.00	0.00	0.00	7,281.00	0.00	100%	
37-901-889 Transfer Out to USDA Loan Reserve	2,647	0.00	0.00	0.00	0.00	2,647.00		
Transfers Out Totals:	9,928	0.00	0.00	0.00	7,281.00	2,647.00	73%	

Budget vs Actual

Period Ending 4/30/2025								
Expenses Totals:		1,572,329	75,124.00	141,882.05	141,882.05	1,192,669.86	304,535.14	81%
37 GENERAL FUND	Revenues Over/(Under) Expenses:			(68,517.83)	(68,517.83)	36,509.11		

Budget vs Actual

Town of Warrenton
5/9/2025 12:36:54 PM

Page 18 Of 27

Period Ending 4/30/2025

38 WATER / SEWER							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Revenues							
38-351-401 Water Sales	821,313	0.00	71,013.47	71,013.47	642,594.71	(178,718.29)	78%
38-351-402 Debt Setoff WATER	224	0.00	324.02	324.02	377.02	153.02	168%
38-351-404 Sewer Services	695,580	0.00	56,973.83	56,973.83	516,958.23	(178,621.77)	74%
38-351-407 Debt Setoff SEWER	196	0.00	60.74	60.74	102.14	(93.86)	52%
38-351-408 Town Taps/Connection Fee	32,711	0.00	4,511.51	4,511.51	24,955.60	(7,755.40)	76%
38-351-416 Dis/Reconnection Fee	9,468	0.00	1,080.99	1,080.99	7,859.02	(1,608.98)	83%
38-351-417 Fire Sprinkler	2,337	0.00	249.60	249.60	2,134.26	(202.74)	91%
38-351-418 Late Fees/Penalty/Cut Off	22,742	0.00	1,830.06	1,830.06	17,536.63	(5,205.37)	77%
38-351-419 Returned Check Fee	900	0.00	50.00	50.00	630.00	(270.00)	70%
38-351-420 Debt Setoff Late Fees/Penalty/Cut Off	200	0.00	74.72	74.72	99.72	(100.28)	50%
38-365-001 Interest Income	15	0.00	0.00	0.00	0.00	(15.00)	
38-365-014 Cash Over and Short (Daily Difference)	0	0.00	0.00	0.00	(25.00)	(25.00)	
38-365-373 Insurance Proceeds W/S	0	0.00	0.00	0.00	1,157.69	1,157.69	
38-365-410 Interest/investment Income NCCMT	14,324	0.00	0.00	0.00	10,138.46	(4,185.54)	71%
38-365-421 Account Activation Fee	2,513	0.00	200.00	200.00	2,575.00	62.00	102%
38-365-851 Misc Revenue WATER	0	0.00	0.00	0.00	30.00	30.00	
38-381-037 Transfer In From GF	7,281	0.00	0.00	0.00	7,281.00	0.00	100%
38-395-396 Apropriated Fund Balance (Budget Only)	206,929	0.00	0.00	0.00	0.00	(206,929.00)	
Revenues Totals:	1,816,733	0.00	136,368.94	136,368.94	1,234,404.48	(582,328.52)	68%
Expenses							
38-851-010 Salary Full Time	110,766	0.00	9,125.26	9,125.26	96,305.24	14,460.76	87%
38-851-014 Salary - Part Time	18,125	0.00	1,052.74	1,052.74	14,002.39	4,122.61	77%
38-851-019 Salary Over-Time	7,754	0.00	73.38	73.38	5,416.35	2,337.65	70%
38-851-020 ER-FICA Taxes	10,453	0.00	754.58	754.58	8,526.57	1,926.43	82%

Budget vs Actual

Town of Warrenton
5/9/2025 12:36:54 PM

Page 19 Of 27

Period Ending 4/30/2025

38 WATER / SEWER							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
38-851-030 ER - Retirement Orbit	21,886	0.00	1,620.20	1,620.20	17,934.31	3,951.69	82%
38-851-040 ER - Health Insurance WATER	20,220	3,301.57	1,456.15	1,456.15	16,820.03	98.40	100%
38-851-050 ER - Life Insurance	500	102.40	31.52	31.52	347.84	49.76	90%
38-851-060 ER - Workman's Comp	1,112	0.00	0.00	0.00	825.36	286.64	74%
38-851-200 Travel Expense	215	0.00	0.00	0.00	0.00	215.00	
38-851-203 Supplies	34,119	6,502.54	669.52	669.52	23,750.02	3,866.44	89%
38-851-204 Uniforms	2,600	426.12	166.18	166.18	2,173.88	0.00	100%
38-851-250 Light & Heat & Security	6,090	612.73	213.16	213.16	4,565.04	912.23	85%
38-851-251 Telephone & Postage	10,222	2,047.69	1,053.00	1,053.00	7,912.28	262.03	97%
38-851-252 Fuel	10,064	2,390.04	664.55	664.55	6,501.08	1,172.88	88%
38-851-255 Bldg. Maint/Clean Svs	3,117	409.50	194.68	194.68	2,192.77	514.73	83%
38-851-260 Electric Tank/Pumps	3,401	672.26	69.31	69.31	2,128.94	599.80	82%
38-851-296 Continuing Education	1,300	0.00	0.00	0.00	362.50	937.50	28%
38-851-301 Computer Maintenance	3,500	883.74	283.71	283.71	2,614.61	1.65	100%
38-851-302 Software Support	9,000	231.79	139.17	139.17	8,618.81	149.40	98%
38-851-305 Technology Upgrades	196	0.00	0.00	0.00	12.50	183.50	6%
38-851-309 Advertising	140	0.00	0.00	0.00	0.00	140.00	
38-851-310 Dues & Subscriptions	501	25.00	12.50	12.50	475.22	0.78	100%
38-851-313 State Permits	1,270	0.00	0.00	0.00	1,270.00	0.00	100%
38-851-345 Water Tank Contract	20,567	1,000.00	4,141.64	4,141.64	19,566.56	0.44	100%
38-851-347 Lab Analysis	2,210	900.00	250.00	250.00	1,100.00	210.00	90%
38-851-351 Maint. & Repair Equip	3,944	0.00	0.00	0.00	3,693.22	250.78	94%
38-851-352 Vehicle Maintenance	3,750	0.00	185.10	185.10	2,624.85	1,125.15	70%
38-851-400 Town Liability Insurance	11,524	3,042.75	0.00	0.00	8,480.87	0.38	100%
38-851-405 Audit Expense	5,750	0.00	0.00	0.00	5,750.00	0.00	100%
38-851-408 Town Tap Expense	6,865	0.00	0.00	0.00	6,865.00	0.00	100%
38-851-448 External Contract	15,005	0.00	0.00	0.00	15,004.18	0.82	100%
38-851-451 Water Purchase	230,000	49,423.11	0.00	0.00	173,362.69	7,214.20	97%
38-851-500 Capital Outlay \$5000 and Above	64,058	0.00	8,106.00	8,106.00	64,058.00	0.00	100%

Budget vs Actual

Town of Warrenton
5/9/2025 12:36:54 PM

Page 20 Of 27

Period Ending 4/30/2025

38 WATER / SEWER								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
38-851-802 USDA Public Works Trucks - Princ Water	8,623	0.00	0.00	0.00	8,772.85	(149.85)	102%	
38-851-803 USDA Town Hall/WS Loan Principal	29,300	0.00	0.00	0.00	2,300.00	27,000.00	8%	
38-851-833 USDA Town Hall/WS Loan Interest	14,863	0.00	0.00	0.00	1,340.50	13,522.50	9%	
38-851-836 USDA Public Works Trucks - Int Water	1,109	0.00	0.00	0.00	1,108.62	0.38	100%	
38-851-895 Grass Cutting Expense	16,000	0.00	1,333.00	1,333.00	13,330.00	2,670.00	83%	
38-851-896 WS 25% of GF Expense	55,177	0.00	4,139.50	4,139.50	50,403.63	4,773.37	91%	
Water Totals:	765,296	71,971.24	35,734.85	35,734.85	600,516.71	92,808.05	88%	

Budget vs Actual

Town of Warrenton
5/9/2025 12:36:54 PM

Page 21 Of 27

Period Ending 4/30/2025

38 WATER / SEWER							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
38-852-010 Salary - Full Time	110,766	0.00	8,572.18	8,572.18	95,885.29	14,880.71	87%
38-852-014 Salary - Part Time	18,000	0.00	1,052.74	1,052.74	13,839.26	4,160.74	77%
38-852-019 Salary - Over Time Sewer	7,254	0.00	358.56	358.56	5,557.46	1,696.54	77%
38-852-020 ER - FICA Sewer	10,453	0.00	760.17	760.17	8,779.66	1,673.34	84%
38-852-030 ER-Retirement Orbit	21,886	0.00	1,559.69	1,559.69	17,797.55	4,088.45	81%
38-852-040 ER-Health Insurance SEWER	20,220	3,319.12	1,456.17	1,456.17	16,847.91	52.97	100%
38-852-050 ER-Life Insurance	500	102.40	31.52	31.52	347.84	49.76	90%
38-852-060 ER-Workman's Comp	826	0.00	0.00	0.00	825.35	0.65	100%
38-852-200 Travel Expense	3	0.00	0.00	0.00	0.00	3.00	
38-852-203 Supplies	27,923	1,390.16	449.77	449.77	26,492.21	40.63	100%
38-852-204 Uniforms	2,600	426.23	166.16	166.16	2,173.77	0.00	100%
38-852-250 Light & Heat & Security	7,000	612.86	152.88	152.88	4,504.62	1,882.52	73%
38-852-251 Telephone & Postage	11,011	2,047.75	1,036.14	1,036.14	8,719.62	243.63	98%
38-852-252 Fuel	10,275	2,390.04	664.55	664.55	6,475.52	1,409.44	86%
38-852-255 Bldg. Maint/Clean Svs	3,117	409.50	194.68	194.68	2,192.77	514.73	83%
38-852-260 Electric Tank/Pumps	12,000	1,329.22	949.67	949.67	9,670.78	1,000.00	92%
38-852-296 Continuing Education	534	0.00	0.00	0.00	320.00	214.00	60%
38-852-301 Computer Maint.	3,500	883.77	283.72	283.72	2,614.55	1.68	100%
38-852-302 Software Support	9,000	231.79	139.17	139.17	8,618.81	149.40	98%
38-852-305 Technology Upgrades	13	0.00	0.00	0.00	12.48	0.52	96%
38-852-309 Advertising	503	0.00	0.00	0.00	502.50	0.50	100%
38-852-310 Dues & Subscriptions	501	25.00	12.50	12.50	475.20	0.80	100%
38-852-313 State Permits	1,500	0.00	0.00	0.00	200.00	1,300.00	13%
38-852-351 Maint & Repair Equip	3,803	0.00	0.00	0.00	3,777.74	25.26	99%
38-852-352 Vehicle Maintenance	1,853	0.00	0.00	0.00	1,852.86	0.14	100%
38-852-400 Liability Insurance	6,285	1,688.52	0.00	0.00	4,595.99	0.49	100%
38-852-405 Audit Expense	5,750	0.00	0.00	0.00	5,750.00	0.00	100%
38-852-408 Town Tap Expense	21,511	0.00	0.00	0.00	21,511.00	0.00	100%
38-852-435 Purchase of Sewer Services	402,384	0.00	0.00	0.00	331,971.04	70,412.96	83%

Budget vs Actual

Town of Warrenton
5/9/2025 12:36:54 PM

Page 22 Of 27

Period Ending 4/30/2025

38 WATER / SEWER							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
38-852-448 External Contract	20,398	0.00	2,777.16	2,777.16	20,397.67	0.33	100%
38-852-473 WWTP Rehab Annual Payment	21,935	0.00	0.00	0.00	0.00	21,935.00	
38-852-500 Capital Outlay \$5000 and Above	33,738	24,039.87	0.00	0.00	9,622.55	75.58	100%
38-852-802 USDA Public Works Trucks - Princ Sewer	8,623	0.00	0.00	0.00	8,772.88	(149.88)	102%
38-852-803 USDA Town Hall/WS Loan Principal	29,300	0.00	0.00	0.00	2,300.00	27,000.00	8%
38-852-804 NCDEQ Unity, Bute & Battle Sewer Rehab Princ Only	14,388	0.00	14,387.20	14,387.20	14,387.20	0.80	100%
38-852-809 John Riggans Easement Pmt	1,000	0.00	0.00	0.00	1,000.00	0.00	100%
38-852-811 NCDEQ Sewer Rehab Annual Loan- Principal	13,750	0.00	13,750.00	13,750.00	13,750.00	0.00	100%
38-852-833 USDA Town Hall/WS Loan Interest	14,863	0.00	0.00	0.00	1,340.50	13,522.50	9%
38-852-836 USDA Public Works Trucks - Int Sewer	1,109	0.00	0.00	0.00	1,108.65	0.35	100%
38-852-837 NCDEQ Sewer Rehab Annual Loan- Interest	2,475	0.00	1,237.50	1,237.50	2,475.00	0.00	100%
38-852-896 WS 25% of GF Expense	55,177	0.00	4,139.50	4,139.50	50,403.67	4,773.33	91%
Sewer Expenses Totals:	937,727	38,896.23	54,131.63	54,131.63	727,869.90	170,960.87	82%

Budget vs Actual

Period Ending 4/30/2025

38 WATER / SEWER								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
38-901-902 Transfer Out to Water Treatment Plant	113,710	0.00	0.00	0.00	0.00	113,710.00		
Transfers Out Totals:	113,710	0.00	0.00	0.00	0.00	113,710.00		

Budget vs Actual

Period Ending 4/30/2025								
Expenses Totals:	1,816,733	110,867.47	89,866.48	89,866.48	1,328,386.61	377,478.92	79%	
38 WATER / SEWER Revenues Over/(Under) Expenses:			46,502.46	46,502.46	(93,982.13)			

Budget vs Actual

Town of Warrenton
5/9/2025 12:36:54 PM

Page 25 Of 27

Period Ending 4/30/2025

39 WWTP							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Revenues							
39-351-405 Septic Disposal Service	42,074	0.00	1,960.00	1,960.00	40,935.00	(1,139.00)	97%
39-351-470 Town Sewer Revenues	402,384	0.00	0.00	0.00	331,971.04	(70,412.96)	83%
39-351-471 Sewer Revenues - County	322,189	0.00	0.00	0.00	265,810.35	(56,378.65)	83%
39-351-472 Sewer Rev Norlina	218,881	0.00	0.00	0.00	180,579.80	(38,301.20)	83%
39-365-373 Insurance Proceeds WWTP	0	0.00	0.00	0.00	1,157.69	1,157.69	
39-381-038 Transfer In from Water/Sewer	113,710	0.00	0.00	0.00	0.00	(113,710.00)	
39-381-055 Transfer in from WWTP Grant	10,834	0.00	0.00	0.00	10,833.61	0.00	100%
Revenues Totals:	1,110,072	0.00	1,960.00	1,960.00	831,287.49	(278,784.12)	75%
Expenses							
39-861-010 Salary - Full Time	221,987	0.00	16,675.83	16,675.83	186,246.33	35,740.67	84%
39-861-014 Salary - Part Time	20,450	0.00	1,431.67	1,431.67	19,792.03	657.97	97%
39-861-019 Over-Time	16,838	0.00	1,326.76	1,326.76	11,163.62	5,674.38	66%
39-861-020 ER-FICA Taxes	19,835	0.00	1,323.33	1,323.33	14,890.45	4,944.55	75%
39-861-030 ER - Retirement Orbit	49,205	0.00	3,387.98	3,387.98	35,385.86	13,819.14	72%
39-861-040 ER- Health Insurance	38,067	2,063.29	3,059.98	3,059.98	33,643.61	2,360.10	94%
39-861-050 ER-Life Insurance	674	0.00	42.23	42.23	673.59	0.41	100%
39-861-060 ER-Workman's Comp	2,115	0.00	0.00	0.00	1,583.40	531.60	75%
39-861-200 Travel Expense	500	0.00	0.00	0.00	0.00	500.00	
39-861-203 Supplies	96,724	22,341.10	5,338.56	5,338.56	72,668.83	1,714.07	98%
39-861-204 Uniforms	4,420	77.24	325.87	325.87	4,342.76	0.00	100%
39-861-250 Light, Heat & Security	113,000	48,136.49	6,374.18	6,374.18	64,529.01	334.50	100%
39-861-251 Telephone & Postage	6,690	1,352.79	562.49	562.49	4,915.65	421.56	94%
39-861-252 Fuel	10,250	2,291.25	668.92	668.92	7,398.85	559.90	95%
39-861-296 Continuing Education	1,380	0.00	0.00	0.00	402.50	977.50	29%
39-861-301 Computer Maint.	7,000	801.11	319.19	319.19	4,065.51	2,133.38	70%
39-861-302 Software Support	4,208	851.79	139.16	139.16	2,704.29	651.92	85%
39-861-305 Technology Upgrades	2,000	0.00	0.00	0.00	25.00	1,975.00	1%
39-861-309 Advertising	1,000	0.00	0.00	0.00	506.50	493.50	51%

Budget vs Actual

Town of Warrenton
5/9/2025 12:36:54 PM

Page 26 Of 27

Period Ending 4/30/2025

39 WWTP							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
39-861-310 Dues & Subscriptions	154	0.00	0.00	0.00	0.00	154.00	
39-861-318 Freight Charges	2,250	558.47	330.73	330.73	1,691.53	0.00	100%
39-861-342 Maint & Repair Plant	114,225	1,556.67	4,730.66	4,730.66	106,257.66	6,410.67	94%
39-861-344 Sludge Removal	72,000	11,343.00	0.00	0.00	57,657.00	3,000.00	96%
39-861-345 Beaver Control	750	0.00	200.00	200.00	200.00	550.00	27%
39-861-346 Lab Material & Supplies	11,526	0.00	7.00	7.00	10,839.03	686.97	94%
39-861-347 Lab Analysis	24,400	733.00	2,206.00	2,206.00	22,067.00	1,600.00	93%
39-861-348 Tar - Pamlico Dues	3,000	0.00	2,880.00	2,880.00	2,880.00	120.00	96%
39-861-349 OSHAComp/Safety M&S	1,500	0.00	0.00	0.00	1,125.00	375.00	75%
39-861-352 Vehicle Maintenance	4,750	0.00	104.53	104.53	2,731.96	2,018.04	58%
39-861-400 Liability Insurance	20,520	5,428.83	0.00	0.00	15,090.70	0.47	100%
39-861-405 Audit Expense	11,500	0.00	0.00	0.00	11,500.00	0.00	100%
39-861-441 Certify Lab Services	1,000	0.00	365.18	365.18	465.18	534.82	47%
39-861-444 Permits & Fees	15,199	1,650.00	945.00	945.00	13,548.33	0.67	100%
39-861-446 Influent Debris Removal	6,654	1,031.40	586.48	586.48	5,622.60	0.00	100%
39-861-500 Capital Outlay \$5000 and Over	119,265	0.00	0.00	0.00	119,235.88	29.12	100%
39-861-810 NCDEQ WWTP Phase 2 Principal	23,607	0.00	23,606.60	23,606.60	23,606.60	0.40	100%
39-861-897 WWTP 25% of GF Exp	61,428	0.00	4,896.00	4,896.00	51,705.55	9,722.45	84%
39-861-998 Contingency	1	0.00	0.00	0.00	0.00	0.61	
WWTP - Expenses Totals:	1,110,072	100,216.43	81,834.33	81,834.33	911,161.81	98,693.37	91%

Budget vs Actual

Period Ending 4/30/2025								
Expenses Totals:	1,110,072	100,216.43	81,834.33	81,834.33	911,161.81	98,693.37	91%	
39 WWTP Revenues Over/(Under) Expenses:			(79,874.33)	(79,874.33)	(79,874.32)			

Check Listing

Date From: 4/1/2025 Date To: 4/30/2025

Vendor Range: 1 800 FLAGPOLE.COM - ZIMA CORPORATION

Town of Warrenton
05/07/2025 09:46 AM

Page: 1 of 4

Check Number	Bank	Vendor	Date	Amount
68628	30	GREGORY POOLE EQUIPMENT CO.	04/02/2025	<u>\$2,243.17</u>
68629	30	MUNICIPAL ENGINEERING INC	04/02/2025	<u>\$13,250.00</u>
68630	30	SOUTHERN WATER SERVICE, LLC	04/02/2025	<u>\$197.90</u>
68631	30	Spectrum Business	04/02/2025	<u>\$169.99</u>
68632	30	VERIZON WIRELESS	04/02/2025	<u>\$320.08</u>
68633	30	WILSON'S WATER SERVICES	04/02/2025	<u>\$825.00</u>
68634	30	Wireless Research Center of NC	04/02/2025	<u>\$26,666.66</u>
68635	30	AMAZON CAPTIAL SERVICES, INC.	04/08/2025	<u>\$1,266.34</u>
68636	30	Angela S. Manning Inc.	04/08/2025	<u>\$4,500.00</u>
68637	30	BLUE RIDGE SPRINGS, INC	04/08/2025	<u>\$334.55</u>
68638	30	BURNETT LIME COMPANY, INC	04/08/2025	<u>\$4,657.72</u>
68639	30	CAROLINA DIGITAL PHONE INC	04/08/2025	<u>\$316.00</u>
68640	30	Community Eye Care	04/08/2025	<u>\$160.86</u>
68641	30	DOCUMENT SYSTEMS, INC	04/08/2025	<u>\$319.20</u>
68642	30	DUKE ENERGY PROGRESS	04/08/2025	<u>\$193.68</u>
68643	30	EASTERN BLUEBIRD RESCUE INC.	04/08/2025	<u>\$48.00</u>
68644	30	INVOICE CLOUD, INC.	04/08/2025	<u>\$136.60</u>
68645	30	KERR-TAR REG COUNCIL OF GOV	04/08/2025	<u>\$140.00</u>
68646	30	PROFESSIONAL MAIL SERVICES, INC	04/08/2025	<u>\$4.60</u>
68647	30	PROFESSIONAL MAIL SERVICES, INC	04/08/2025	<u>\$1.21</u>
68648	30	Purchase Power (Pitney Bowes)	04/08/2025	<u>\$150.00</u>
68649	30	UNITED PARCEL SERVICE	04/08/2025	<u>\$39.13</u>
68650	30	WARREN AUTO PARTS, INC.	04/08/2025	<u>\$53.04</u>
68651	30	Carolina Images by Angela, LLC	04/10/2025	<u>\$1,104.86</u>
68652	30	DOCUMENT SYSTEMS, INC	04/10/2025	<u>\$19.33</u>
68653	30	LAWMENS	04/10/2025	<u>\$1,677.15</u>
68654	30	NC DEPARTMENT OF REVENUE	04/10/2025	<u>\$256.17</u>
68655	30	PITNEY BOWES GLOBAL	04/10/2025	<u>\$223.16</u>
68656	30	QUICK PRINT	04/10/2025	<u>\$37.36</u>
68657	30	WARREN AUTO PARTS, INC.	04/10/2025	<u>\$245.56</u>
68658	30	WRIGHT EXPRESS FSC	04/10/2025	<u>\$1,278.60</u>
68659	30	GUPTON SERVICES, INC	04/10/2025	<u>\$130.00</u>

Check Listing

Date From: 4/1/2025 Date To: 4/30/2025

Vendor Range: 1 800 FLAGPOLE.COM - ZIMA CORPORATION

Town of Warrenton
05/07/2025 09:46 AM

Page: 2 of 4

Check Number	Bank	Vendor	Date	Amount
68660	30	KPH PAVING & LANDSCAPING, INC.	04/10/2025	\$37,618.50
68661	30	Meredith Valentine	04/10/2025	\$10.00
68662	30	SOUTHERN CORROSION, INC.	04/10/2025	\$4,141.64
68663	30	DUKE ENERGY PROGRESS	04/11/2025	\$10,355.13
68664	30	GFL ENVIRONMENTAL	04/11/2025	\$586.48
68665	30	NC DEQ	04/11/2025	\$5,611.75
68666	30	NC DEQ	04/11/2025	\$14,987.50
68667	30	NC DEQ	04/11/2025	\$23,606.60
68668	30	NC DEQ	04/11/2025	\$8,775.45
68669	30	NORTH CAROLINA 811, INC	04/11/2025	\$25.00
68670	30	PETE SMITH TIRE & QUICK LUBE, INC	04/11/2025	\$60.92
68671	30	TAR PAMLICO BASIN ASSOCIATION	04/11/2025	\$2,880.00
68672	30	Thomas Lang	04/11/2025	\$2,500.00
68673	30	VC3, Inc.	04/11/2025	\$1,276.76
68674	30	WALTER GARDNER	04/11/2025	\$83.20
68675	30	WARREN AUTO PARTS, INC.	04/11/2025	\$80.01
68676	30	Cash	04/14/2025	\$300.00
68677	30	EASTERN BLUEBIRD RESCUE INC.	04/14/2025	\$24.00
68678	30	ROBERT DAVIE	04/14/2025	\$250.60
68679	30	TRI-COUNTY POWER EQUIPMENT INC	04/14/2025	\$155.36
68680	30	UNITED PARCEL SERVICE	04/14/2025	\$45.70
68681	30	VC3, Inc.	04/14/2025	\$445.68
68682	30	FIRST CITIZENS BANK	04/14/2025	\$3,769.11
68683	30	Custom Printing USA Corp	04/17/2025	\$1,255.50
68684	30	Nu-Blu Bluegrass Artists	04/17/2025	\$1,800.00
68685	30	Wireless Research Center of NC	04/17/2025	\$13,333.33
68686	30	AAA GAS AND APPLIANCE CO.	04/17/2025	\$63.75
68687	30	FRONTIER NATURAL GAS	04/17/2025	\$12.42
68688	30	FRONTIER NATURAL GAS	04/17/2025	\$69.94
68689	30	MERITECH INC	04/17/2025	\$2,456.00
68690	30	PETE SMITH TIRE & QUICK LUBE, INC	04/17/2025	\$1,524.20
68691	30	PROFESSIONAL MAIL SERVICES, INC	04/17/2025	\$517.14

Check Listing

Date From: 4/1/2025 Date To: 4/30/2025
Vendor Range: 1 800 FLAGPOLE.COM - ZIMA CORPORATION

Town of Warrenton
05/07/2025 09:46 AM

Page: 3 of 4

Check Number	Bank	Vendor	Date	Amount
68692	30	UNIFIRST CORPORATION	04/17/2025	<u>\$1,363.64</u>
68693	30	WARREN COUNTY PUBLIC WORKS	04/17/2025	<u>\$1,600.63</u>
68694	30	Cash	04/23/2025	<u>\$700.00</u>
68695	30	Carolina Images by Angela, LLC	04/24/2025	<u>\$500.00</u>
68696	30	Joseph W Kempo	04/24/2025	<u>\$300.00</u>
68697	30	SOPHIA E TAYLOR	04/24/2025	<u>\$200.00</u>
68698	30	AETNA	VOIDED 04/24/2025	<u>\$14,357.45</u>
68699	30	AT&T MOBILITY II LLC	04/24/2025	<u>\$453.11</u>
68700	30	BREEDLOVE ELECTRIC, INC	04/24/2025	<u>\$133.44</u>
68701	30	DANA MUSTIAN- LYLES	04/24/2025	<u>\$44.02</u>
68702	30	FLEMING INVESTMENT COMPANY	04/24/2025	<u>\$3,000.00</u>
68703	30	HUMANA SPECIALTY BENEFITS	04/24/2025	<u>\$29.38</u>
68704	30	INFORMATION TECHNOLOGY SERVICE	04/24/2025	<u>\$277.69</u>
68705	30	JASMEKIA ALSTON	04/24/2025	<u>\$142.02</u>
68706	30	MUNICIPAL INSURANCE TRUST	04/24/2025	<u>\$789.37</u>
68707	30	NC DEPT. OF ENVIRONMENTAL QUALITY	04/24/2025	<u>\$120.00</u>
68708	30	PETE SMITH TIRE & QUICK LUBE, INC	04/24/2025	<u>\$35.67</u>
68709	30	PRO, INC.	04/24/2025	<u>\$4,000.00</u>
68710	30	RACHEL COOK GUYNES	04/24/2025	<u>\$50.52</u>
68711	30	SCH INVESTMENTS LLC	04/24/2025	<u>\$44.02</u>
68712	30	TIME WARNER CABLE	04/24/2025	<u>\$190.00</u>
68713	30	UNITED PARCEL SERVICE	04/24/2025	<u>\$173.81</u>
68714	30	UNUM LIFE INSURANCE COMPANY OF AMERICA	04/24/2025	<u>\$605.59</u>
68715	30	WARREN AUTO PARTS, INC.	04/24/2025	<u>\$20.48</u>
68716	30	WHITCO TERMITE & PEST CONTROL	04/24/2025	<u>\$50.00</u>
68717	30	WHITCO TERMITE & PEST CONTROL	04/24/2025	<u>\$100.00</u>
68718	30	AETNA	04/24/2025	<u>\$13,660.41</u>
68719	30	AT&T MOBILITY II LLC	04/29/2025	<u>\$790.20</u>
68720	30	COLUMBIAN MUTUAL LIFE INS CO	04/29/2025	<u>\$36.89</u>
68721	30	DUKE ENERGY PROGRESS	04/29/2025	<u>\$222.23</u>
68722	30	Marlin Leasing Corporation	04/29/2025	<u>\$161.85</u>
68723	30	METTLER-TOLEDO, INC.	04/29/2025	<u>\$389.83</u>

Check Listing

Date From: 4/1/2025 Date To: 4/30/2025
Vendor Range: 1 800 FLAGPOLE.COM - ZIMA CORPORATION

Town of Warrenton
05/07/2025 09:46 AM

Page: 4 of 4

Check Number	Bank	Vendor	Date	Amount
68724	30	MOSCA DESIGN	04/29/2025	\$3,691.79
68725	30	NEILL M. SINGLETARY	04/29/2025	\$320.00
68726	30	PETE SMITH TIRE & QUICK LUBE, INC	04/29/2025	\$3,760.78
68727	30	PRUDENTIAL RETIREMENT	04/29/2025	\$1,059.94
68728	30	QUILL CORPORATION	04/29/2025	\$29.45
68729	30	UNITED PARCEL SERVICE	04/29/2025	\$72.09
68730	30	WARREN AUTO PARTS, INC.	04/29/2025	\$311.83
68731	30	WRIGHT EXPRESS FSC	04/29/2025	\$1,119.41
68732	30	All American Welding & Machine, LLC	04/30/2025	\$90.74
68733	30	PROFESSIONAL MAIL SERVICES, INC	04/30/2025	\$153.76
68734	30	Riverbend Creative Solutions LLC	04/30/2025	\$2,080.99
68735	30	VERIZON WIRELESS	04/30/2025	\$320.08
68736	30	Victoria Lehman	04/30/2025	\$115.31
68737	30	WILLIAMS FIRE SPRINKLER	04/30/2025	\$1,068.00
110	Checks Totaling -			\$258,324.01

Totals By Fund

	Checks	Voids	Total
34	\$16,888.91		\$16,888.91
36	\$1,558.80		\$1,558.80
37	\$103,821.02	\$6,349.16	\$97,471.86
38	\$59,136.72	\$3,153.00	\$55,983.72
39	\$59,668.56	\$4,855.29	\$54,813.27
67	\$4,000.00		\$4,000.00
77	\$13,250.00		\$13,250.00
Totals:	\$258,324.01	\$14,357.45	\$243,966.56

Memo

To: Town Commissioners
From: Bill Perkinson
CC: Mayor, Town Administrator
Date: May 9, 2025
Re: April 2025 Monthly Activity Report for Public Works

Water and Sewer

- **Water and Sewer System Needs – Unfunded:** (1) Install magnetic flow meter in 14-inch sewer force main where Town of Norlina's and Warren County's Sewer enters Town of Warrenton's sewer system (meter would give us precise measurement of volume of sewer in route to the wastewater treatment plant from our partners thus helping to ensure accurate portioning of monthly wastewater treatment expense between the three partners...Estimated Cost - \$75,000). (2) Purchase water main valve exercising equipment (Estimated Cost – \$30,000). (3) Purchase spare pump for Riggans Sewer Lift Station – (Estimated Cost for pump - \$29,000.00). (4) Purchase spare pump for F&M Sewer Lift Station and install emergency port – (Estimated Cost – \$65,000). (5) Highway 158 Business East Water Customers...From Highway 58 to just past Red Hill Loop Road...Abandon old 2-inch galvanized water main and reconnect active services to 8-inch PVC water main (Estimated Cost - \$50,000.00). (6) North Main Street Elevated Tank – Repair level/pump controls. (Estimated Cost – \$2,533.00). (7) 2-Inch Water Main Valve – Located at Wilcox and Rodwell Street Intersection. Replace Leaking valve. (Estimated Cost – \$3,500.00).

- **Completed Water and Sewer System Maintenance/Repair Related Information:**
(1) Repair – Asphalt Cut s. Contractor: KPH Paving... (Labor and Materials - \$1,726.50). (2) Preventative Maintenance – Riggans Sewer Lift Station and F& M Sewer Lift Station. Annual generator automatic transfer switch inspection. Contractor: Gregory Poole...(Labor - \$1,050.66).

Total cost for Maintenance and Repair Equipment (Account No. 38-851-351 & 38-852-351) - \$0.00

Total cost for External Contract Maintenance and Repair (Account No. 38-851-448 & 38-852-448) - \$2,777.16

- **Water System Fire Hydrants Out of Service:** No change. We currently have 12 of 171 hydrants that are out of service for various reasons. A status report has been included in the board packet with details.
- **Water Leak Detection Survey:** We have surveyed 100% of the Town's system. A status report has been included in the board packet with details. Please note these statistics: **3-Month Average (February – April, 2025) unaccounted for water is 20%. (3-month average: 4,080,000 gallons purchased and 3,218,000 gallons sold)** April 2025 unaccounted for water was 18%. (3,859,000 gallons purchased and 3,170,000 gallons sold). March 2025 unaccounted for water was 38%. (4,483,000 gallons purchased and

2,796,000 gallons sold). February 2025 unaccounted for water was 5%. (3,899,000 gallons purchased and 3,687,000 gallons sold).

Streets and Sanitation

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

Memo

To: Town Commissioners
From: Bill Perkinson
CC: Mayor, Town Administrator, Warren County Director of Public Utilities, Norlina Director of Public Works
Date: May 9, 2025
Re: April 2025 Monthly Activity Report for WWTP

- **Pending Equipment Maintenance and Repairs:** (1) Effluent filter controls – Safety issue - Replace cylinders and control mechanism for valves located in pit area of filter building. (2) Sand blast and refinish site metal structures. **(Estimated Cost – Refinishing remaining structures - \$58,000)** (3) Replace Influent Pump 3 Double Mechanical Seal. **(Estimated Parts and Labor Cost –\$4,000)** (4) WWTP Sewer Trunk Line – additional construction work to resolve drainage issues. **(Estimated Cost –\$12,500)** (5) Oxidation Ditch 2 – integrate SCADA system for control of 4 existing mixers. **(Estimated Cost –\$21,000)** (6) Mechanical Bar Screen – Replace main chain, upper and lower drive sprockets, bearings, and rakes. **(Estimated Cost –\$38,000)** (7) Replace Influent Pump 2 and 3 Impeller. **(Estimated Parts and Labor Cost – Gathering Information)**
- **Completed Plant Maintenance/Repair Related Information:** None to report.

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

- **Plant Discharge Quality:** Our discharge quality remained good throughout the entire month with a total flow of 12.04 million gallons.

Hydrants Out of Service as of 5-7-25

Hydrant #	Location	Hydrant Brand	Model	Bury Depth	Year	Description of Problem (vehicle damage, leaking, etc.)	Parts Needed
19	West Ridgeway & Spring St.	MH	#445310	?	1974	No water coming out of hydrant.	
47	Wilcox & Spring	Clow	Medallion	4 1/2	2013	Inadequate Flow	
31	220 Hayley St.	MH	#445310	4 1/2	1973	Hydrant assembly is seized.	
33	Across from 514 W Franklin St.	WATEROUS	W-67U	?	?	Hydrant assembly is seized.	
52	End of Pluto St.	Kennedy	150`	?	1974	Hydrant assembly is seized.	
66	209 Warren St.	USP	855600	5 1/2	1984	Hydrant assembly is seized.	
72	204 Red Hill Loop Rd.	USP	855600	5 1/2	1984	Flange is broken - hydrant leaks.	Orded flange repair kit from Consolidated Pipe 3-5-25 - 5/7/25 - Supplier has not received repair kit.
80	On Right in front of Armory	Mueller	Centurion	4 1/2	1990	Hydrant will not cut off.	Valve seat received.
82	Across from 318 N. Bute St.	Mueller	Centurion	4 1/2	?	Vehicle damage - damage is beyond repair.	
110	Left of Walgreens E. Macon St.	Mueller	Centurion	4 1/2	1975	No water coming out of hydrant.	Valve seat received.
139	Hall Street	MH	#445310	4 1/2	1974	Hydrant will not cut off	
91	S Main St & College St	Mueller	Centurion	4 1/2	1986	Hydrant or hydrant leg is leaking.	Valve seat received.

Water Leak Detection Survey Status Report

Date	NCRWA Rep Name	Time NCRWA Rep On Site	Hydrants and/or Waterlines Surveyed	General Findings
12/16/2024	Rodney Darr	10:15 AM - 1:00 PM	Line between King St Complex & Hwy 401	No leak detected
"	"	"	Checked Elevated Tanks	No sign that they have been overflowing.
"	"	"	Checked Hydrants - Battle Ave & White Street- 118, 120, 121, 122	122 slight leak detected-corrected by tightening operating nut . No other leaks detected.
"	"	"	Checked Hydrants - Eaton Ave - 115, 117, 118, 119	115 slight leak detected-corrected by tightening operating nut. No other leaks detected.
"	"	"	Checked Hydrants - Marshall St & Halifax St - 116, 127, 128	128 slight leak detected-could not correct by tightening operating nut. No other leaks.
"	"	"	Checked Hydrants Arrington & Westside St -127A, 127B, 129, 130	No leaks detected
"	"	"	Checked Hydrants - Baltimore Rd - 133, 134, 134A	133 will not cut off completely. Barrell is full of water.
"	"	"	Checked Hydrants - Lemuel Bullock Rd 131	No leaks detected
"	"	"	Checked Hydrants - Gilliland St - 131A, 131B, 131C, 132	No leaks detected
"	"	"	Checked Hydrants - Hall St - 126, 136, 137, 138 (139 out of service)	No leaks detected
"	"	"	Checked Hydrants - Bragg St - 111, 112, 113	No leaks detected
12/17/2024	Rodney Darr	8:45 AM - 2:30 PM	Checked Hydrants - College St - 38, 91	91 showed signs of a significant leak (approx. 90,000 per month). Hydrant is now out of service.
"	"	"	Checked Hydrant - Front St - 29	No leak detected
"	"	"	Checked Hydrants - W Franklin St. 30, 31, 31A, 33, 35, 36	35 behind DOT was not cut off completely. Tightened the operating nut to correct.
"	"	"	Checked Hydrant - Hawkins School 32	No leak detected
"	"	"	Checked Hydrants - Ridgecrest 140, 141, 142, 143, 144, 145	140 had unusual noise level. This one needs to be revisited. No other leaks detected.
"	"	"	Checked Hydrants - Curren Ln 146, 147	No leaks detected
"	"	"	Checked Hydrants - Hwy 58 - 149, 150, 151, 152	No leaks detected
"	"	"	Checked Hydrants - Rafters Ln 153, 154	No leaks detected
"	"	"	Checked Hydrants - S Main St - 90, 92, 93, 94, 95, 96, 98	No leaks detected
"	"	"	Checked Hydrants - Downtin St - 99, 100, 101	No leaks detected
12/16/2024	Paul Langfield	9:15 AM - 2:15 PM	Checked Water Line - Red Hill Loop Rd	No leaks detected
"	"	"	Checked Water Line & Hydrants 69, 70, 71 - Warren Street	No leaks detected
"	"	"	Checked Water Line - Old Depot St	No leaks detected
"	"	"	Checked Water Line - From Ridgecrest to Hwy 58 - across pasture	No leaks detected
"	"	"	Checked Water Line - Fairview St	No leaks detected
"	"	"	Checked Water Line & Hydrants 25 & 26 - Graham St	No leaks detected
"	"	"	Checked Water Line - Rogers Street	No leaks detected
12/17/2024	Paul Langfield	9:15 AM - 1:30 PM	Checked Water Line - Airport Rd	No leaks detected
"	"	"	Checked Water Line & Hydrant #48 - Wilcox St	No leaks detected
"	"	"	Checked Water Line & Hydrant #48 - Hazelwood St	No leaks detected
"	"	"	Checked Water Line & Hydrant #56 - Horse Creek	No leaks detected
"	"	"	Checked Water Line & Hydrant #34 - Holland Bland Rd	No leaks detected
"	"	"	Checked Water Line - Folly Spring Ln	No leaks detected
"	"	"	Checked Water Line - Church St to E Macon St	No leaks detected
12/20/2024	Paul Langfield	8:30 AM - 11:00 AM	Checked Water 50% of Lines - F&M Mobile Home Park	No leaks detected
"	"	"	Checked Fire Flow Lines at Elberta Crate	Acoustical noise was detected on hydrant closest to warehouse. Hydrant operating nut was tightened, which lowered the acoustical noise. No isolation valve is visible. Valve may be in driveway. More investigating will be necessary to locate isolation valve.
"	"	"	Checked Meters for Elberta Crate	No leaks detected

Water Leak Detection Survey Status Report

Date	NCRWA Rep Name	Time NCRWA Rep On Site	Hydrants and/or Waterlines Surveyed	General Findings
1/2/2025	Paul Langfield	9:00 AM - 2:00 PM	Checked Line - Harper to Fire Flow at Old Peck Mfg.	No leaks detected
"	"	"	Checked Lines - Crestwood Mobile Home Park	No leaks detected
"	"	"	Checked Line - Connell Rd	No leaks detected
"	"	"	Checked Remainder of Lines at F&M Mobile Home Park	No leaks detected
"	"	"	Checked Line - Baltimore Rd	Leak detected on Baltimore Rd near Westside Dr. Leak was repaired on 1-8-25
1/2/2025	Rodney Darr	10:00 AM - 1:30 PM	Rechecked Hydrant #38 to make sure noise level was normal	No leak detected
"	"	"	Checked 2" Meters & Hydrant at Mariam Boyd School	The meter for the cafeteria had water movement sounds but 0.00 GPM registering.
"	"	"	Checked 2" Meter Dialysis Center	Center was closed. GPM was 0 - 0.60. Meter noise as if internal parts were not moving freely.
"	"	"	Checked 2" Meter Fresenius/Warren Hills Nursing Home	Flow sounded normal. Meters registering.
"	"	"	Checked 2" Meter Colonial Lodge	Meter noise was very strange, as if internal parts were not moving freely.
"	"	"	Checked 2" Meter Baptist Church Apartments	Meter noise was very strange, as if internal parts were not moving freely.
"	"	"	Checked 2" Meter Cast Stone	Meter noise was normal. Registers seemed to be working properly.
"	"	"	Revisited Elberta Crate to see if Rodney's findings were the same as Paul's	Confirmed original findings on 12/20/24
1/9/2025	Paul Langfield	9:00 AM - 1:30 PM	Checked Line off Connell Rd in back of Wilker Lane	No leaks detected
"	"	"	Checked Lines in Bynum's Place Subdivision	No leaks detected
"	"	"	Checked Line 158 Business West from Bynum's Place to Warren Corners	No leaks detected
"	"	"	Checked Line 158 Business West from Connell Rd to Bynum's Place	No leaks detected
"	"	"	Checked Line Ridgeway Warrenton Rd to the last hydrant (end of line).	No leaks detected
1/16/2025	Rodney Darr	10:00 AM - 12:00 PM	Used GPR (ground penetrating radar) to locate valve for King Street & Battle Intersection	
"	"	"	Checked creek crossing on Franklin Street	No leaks detected
"	"	"	Used GPR (ground penetrating radar) to locate isolation valve for fire line at Elberta Crate	
2/3/2025			Town employees excavated the area where the GPR (ground penetrating radar) indicated the isolation valve was located on the fire flow line at Elberta Crate. The isolation valve box was broken and was under approx. 2' of rock. The valve box assembly was replaced and the isolation valve was turned off.	The fire hydrant was opened to verify that the water supply had been turned off. No water came out of the hydrant. No leaks detected.
5/1/2025	Paul Langfield	9:00 AM - 12:00 PM	Checked main line for leaks - Rodwell Street	No leaks detected
"	"	"	Checked main line for leaks - Rogers Street	No leaks detected
"	"	"	Checked main line for leaks - Spring Street	No leaks detected
"	"	"	Checked main line for leaks - Graham Street towards the old S States	No leaks detected
"	"	"	Checked main line for leaks - 2" line on Baltimore Road	No leaks detected
"	"	"	Checked main line for leaks - 2" line on Hayley Street	No leaks detected
"	"	"	Checked main line for leaks - 2" line on Fairview Street	No leaks detected
"	"	"	Checked 2" compound meters at Mariam Boyd School	No leaks detected

Activity Log Event Summary (Totals)

Warrenton Police Department

(04/16/2025 - 05/08/2025)

<No Event Type Specified>	1	Accident	4
Alarm Activation	1	Arrest	1
Assist Fire Dept	2	Assist WCSO	3
Complaint	2	Disabled Vehicle	3
Disturbance	1	Domestic	1
Escort	1	Fraud	2
Investigation and/or Interview	1	Larceny	1
Other	2	Patrol	4
Property Check – Business	14	Property Check – Residential	2
Shots fired	3	Suspicious Person / Vehicle	1
Talk with Officer	2	Traffic Control	1
Traffic Stop	9	Trespassing	1

Total Number Of Events: 63

Incident (Active)
Warrenton Police Department
(04/16/2025 - 05/08/2025)

Offense:	Incident Date:	Status
250 - Uttering Forged Checks and Securities 26A - Obtaining Property by False Pretenses	4/22/2025	Open
520 - Discharge Firearm within City Limits (~130.03)	4/28/2025	Open
290 - Injury to Real Property	5/2/2025	Closed
26A - Obtaining Property by False Pretenses	5/2/2025	Open
13B - Assault on a Female	5/4/2025	Closed

Total Incidents: 5



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

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

BOC Meeting April 2025 – Action Items Checklist

1. Make changes to zoning map with Reynolds Tavern change. (cont.)
2. Execute recombination deed with Mayor and submit to Mitch Styers for filing at Register of Deeds.
 - ✓ Awaiting reply from Mitch Styers
3. Follow up with Postmaster on Post Office box at corner of E. Market and S. Main
 - ✓ Followed up. Postmaster promised would address new box.
4. Investigate mobile app for tourism
5. Notify NCDOT of stormwater issue at S. Main at Dameron building
 - ✓ Contacted DOT. Agreed to vacuum out stormwater drains
6. Execute various grant agreements, resolutions, etc.
 - ✓ Done
7. Execute Nu Blu band agreement
 - ✓ Done



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

P.O. Box 281
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STATUS OF GRANTS

NC DEQ Waste Water SRP-W-0224

- Town awarded \$1,000,000 for improvements to the town's sewer lines.

NC DEQ WWTP SRP-W-0220

- \$2,000,000 awarded. Project to replace 44-year-old rotors and clean out oxidation ditch #1, which are currently the most critical issues at the WWTP and bring oxidation ditch #2 online.

NC DEQ Water Infrastructure Rehab SRF-D-2057

- Town-Wide Water System Improvements: \$1,564,600 (Received award notice.) Resolution to accept award is in Board Packet for April 2025.

NC DEQ Water AIA Stormwater Planning SRP-SW-0007

- Town awarded \$400,000 for stormwater planning. Town has adopted resolution accepting award.

(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.
- Received additional funding from NC Commerce. Arranging for final work on final property.

Golden Leaf Storm Water Grant

- Town awarded \$196,447.50 for stormwater repairs to Brehon Street.
- Survey of affected area is complete.
- Bid awarded. Construction begun on 5/5/2025.

Southeast Crescent Regional Commission

- This grant is designed to "Foster Entrepreneurial and Business Development Activities". Budget is \$100,000 of which \$20,000 is in-kind match provided by Research Triangle Foundation, Kerr-Tar COG, Lake Gaston Chamber of Commerce and Town of Warrenton. Cohort underway. Eight of eight slots filled. One-on-one and group trainings.

NCLM Assistance Grant

- Funded by ARP through NCLM, the League engaged the legal firm of Parker Poe to assist the Town in making changes, at no cost to the Town, to:
 - Compliance of zoning code with any updated requirements from state
 - Review of sign ordinances
 - Recommendations for driveway sizes

Estimate items to be presented to Board by May of 2025

FEMA Cybersecurity Grant:

- State and Local Cybersecurity Grant awarded to the town of Warrenton in the amount of \$48,982. Sequentially implementing parts of grant project.

In Progress Grant Applications:

- NC Dept of Air Quality grant application for replacement of EV Charging Station in amount of approximately \$145,000. Received email indicating possible approval and forwarding to selection committee.



Professional Services Agreement

Engineering and Project Management time may vary based on the required effort to complete the requested services and will be billed at actual hours worked. Travel expenses are not included and will be billed as incurred.

Effective Date: _____

Term: 12 Months

MSA Effective Date: _____

This agreement entered into between Katalyst and client and Governed by the Master Services Agreement between aforementioned parties. In the event of a conflict between this agreement and the Master Services Agreement, the Master Services Agreement shall prevail.

Parties	Customer	Katalyst
Company Name	Robert Davie	Katalyst
Authorized Signer	Robert Davie	Mike Hulbert
Title	Town Administrator	VP, Services
Phone Number		704-790-4449
E-Mail	townadministrator@warrenton.nc.gov	mhulbert@katalystng.com
Date of Signature		
Signature		

	Rates		
	Time & Materials	Prepaid Retainer	Managed Services Client
Resource			
Sr. Security Consulting Engineer	\$280.00	\$275.00	\$260.00
Sr. Consulting Engineer	\$260.00	\$255.00	\$240.00
Consulting Engineer	\$235.00	\$230.00	\$215.00
Project Manager / Help Desk Technician	\$160.00	\$155.00	\$140.00
Rate Adjustments			
Normal Business Hours (8a-5p)	1 x Rate		
After Hours - Scheduled	1.5 x Rate		
Weekend - Scheduled	1.5 x Rate		
Emergency/Unscheduled After-Hours/Holiday	2 x Rate		

Agreement Type (Select One)	
Time & Materials	X
or	
Prepaid Retainer	
Prepaid Retainer Amount	\$ 0
<ul style="list-style-type: none"> Non-Managed Services Clients - Discounts applied at \$10k or greater. Time & Materials rates will apply for prepaid retainers under \$10k. Managed Services Client pricing applies for either agreement type or any amount. 	
Client Status (Select One)	
Managed Services Client	
or	
Non-Managed Services Client	

To schedule a Professional Services request, please or visit www.katalystng.com and select "Professional Services Request" or call **(704) 790-4479**.

To request a Project Scope of Work (SOW) with Katalyst Professional Services, please contact your Account Manager or call **(704) 790-4440**.

Professional Services Assumptions:

- The Professional Services Agreement is designed to provide access to the Katalyst Professional Services team to address small, engineering-led tasks and services (not to include a formal project methodology). Customer requests that warrant a Project Statement of Work to ensure success will be redirected to the Katalyst sales team for proper scoping and statement of work creation. Once scoped, the project's financial obligations may be satisfied with this Professional Services Agreement or separately according to the payment section within the Statement of Work.
- Hourly Professional Services must be scheduled in advance at mutually agreeable time. Lead times will vary based on engineering availability. Actuals charges will apply. For fixed pricing, please contact your Katalyst account manager for project pricing.
- Hourly Emergency Professional Services are defined as urgent issues requiring immediate attention and the service requested has not scheduled in advance. Client agrees to pay the emergency rate for as many hours as necessary to stabilize an issue or until another resource with availability can be assigned. Katalyst recommends a separate Managed Services agreement for ongoing support and management of critical IT infrastructure.
- If services leveraging this agreement pertain to a Katalyst Project Statement of Work (SOW), the SOW will govern project specific assumptions, billing milestones, and other project related activities.
- All travel will be billed at \$165/hour and will be applied for each hour of travel incurred. This includes ad-hoc professional services work or time and materials project work.
- Resources above will be provided by Katalyst Engineering or authorized partners. If a non-standard resource is requested by the client and special pricing must be presented, Katalyst will share an addendum to this agreement that includes the non-standard rate table. Non-standard is defined as unique skills, availability requirements, or other factors that would require an adjustment to standard services rates and resources delivered by Katalyst.
- The client must use all prepaid funds by the termination date. Any funds not used by the termination date will be terminated along with the termination of the agreement.
- Customer shall provide a representative as the central point of contact when engaging Katalyst Services.
- Katalyst engineers will be granted with sufficient remote access and login rights to perform the work as stated.
- All work will be performed during Katalyst normal working hours Monday – Friday between the hours of 8:00 am and 5:00 pm unless specified otherwise.
- Client will ensure all necessary work and building permits as required by law.
- Client will ensure adequate space, ventilation, electrical outlets, necessary UPS systems, power, and cooling appropriate for technology deployments.
- Client must provide necessary ethernet structured cabling or patch cabling (Category 5 or greater) and/or Fiber Optic patch cables that meet the minimum requirements for implementation. Katalyst is not responsible for cabling.
- All licensing will be provided by the client including Windows operating system licenses, active Cisco Smartnet coverage, or other applicable licensing.
- Client will ensure all necessary backups of critical devices are functioning properly prior and after Katalyst services work. Katalyst guidance, if required, relative to backups of various devices / systems is considered best effort.
- Any additional servers or related hardware required for the deployment of any related software in the responsibility of the client.
- Katalyst will work with the client to test all work performed. If additional testing is required, the client is responsible for coordinating and executing all client-side testing (application functionality, etc.).
- The latest stable version of software will be installed. Once installed, ongoing software upgrades are out of scope and considered a separate, chargeable services engagement(s).



KATALYST

Grit. Humility. Curiosity.

1515 Mockingbird Ln, #340, Charlotte, NC 28209
t. 704-790-4440

SERVICE ORDER

Number KNGQ17501-03

Date Mar 17, 2025

Sold To	Ship To
Town of Warrenton Robert Davie 113 South Bragg Street Warrenton, NC 27589 United States	Town of Warrenton Robert Davie 113 South Bragg Street Warrenton, NC 27589 United States

Account Manager		PO Number	Ship Via	Initial Term	
Dylan Warner			Ground	36 Months	
Line	Description	Qty	Unit Price	Ext. Price	
1	KMI, Help Desk, BCDR - 3 Year Term Katalyst Managed Infrastructure - Network <i>Includes remote support for (2) Ubiquiti firewalls, (5) Ubiquiti switches, (10) Ubiquiti wireless access points, and (1) EnGenius wireless access point</i>	1	\$1,089.97	\$1,089.97	
2	Katalyst Managed Infrastructure - Servers <i>Includes remote support for (2) physical servers</i>	1	\$230.50	\$230.50	
3	Katalyst Help Desk Essentials for up to (18) Users <i>- Remote help desk support during business hours (Mon - Fri, 8 AM - 5 PM)</i> <i>- Managed workstation OS patching</i> <i>- Standard peripheral support</i> <i>- Third party basic application support</i>	1	\$788.33	\$788.33	
4	Microsoft 365 Tenant Administration	1	\$124.35	\$124.35	
5	Managed Server Backup <i>Includes (1) single-agent backup devices with up to 1 TB local storage each and 1 year offsite restore point retention</i>	1	\$144.85	\$144.85	
	Monthly SubTotal			\$2,378.00	
6	One-Time Onboarding Fee One-Time Onboarding Fee	1	\$2,378.00	\$2,378.00	
	One-Time Fee SubTotal			\$2,378.00	
			One Time Fees:	\$2,378.00	
			Monthly Fees:	\$2,378.00	

All Kat Care Managed Services

Service Activation:

- By default, recurring services will invoice starting 30 days from the Service Order acceptance date or upon Service Activation, whichever is sooner.
- On the Service Order acceptance date, if there are known delays such as product shipments and / or implementation of products, activation will occur at the time of Service Activation or 60 days, whichever comes first.
- The Service Term begins when monthly invoicing begins. Any assets not able to be activated within the standard Service Activation Process will be onboarded as they become accessible / available.
- Client understands and agrees to the requirements to onboard KatCare Managed Infrastructure and Managed Security Services.
- Vendor maintenance is required on all covered devices (Ex: Cisco Smartnet).

QUOTATION VALID FOR 30 DAYS

CUSTOMER IN AGREEMENT WITH QUOTE
Please Print Name & Title Below

Please include Orders@katalystng.com on all purchase orders.

Katalyst guarantees that you will be 100% satisfied with our services. If not, Katalyst will either make it right or refund you for the last 30 days of our service.

Authorized Signature

Date

BY SIGNING ABOVE THE CLIENT IS IN AGREEMENT WITH THE WORK TO BE PERFORMED AS OUTLINED ABOVE. ANY CHANGES TO THE WORK WILL REQUIRE A CHANGE ORDER AND MAY RESULT IN ADDITIONAL COST. ALL STANDARD KATALYST TERMS AND CONDITIONS APPLY. THE ENCLOSED MATERIAL AND INFORMATION IS PROPRIETARY TO AND COPYRIGHTED BY KATALYST. THIS DOCUMENT MAY NOT BE USED IN ANY MANNER OTHER THAN FOR THE PURPOSE IT WAS DISTRIBUTED. ANY UNAUTHORIZED USE, REPRODUCTION OR RETRANSMISSION IN ANY FROM WITHOUT THE EXPRESSED WRITTEN CONSENT OF KATALYST IS STRICTLY FORBIDDEN. THE ENCLOSED MATERIAL AND INFORMATION IS PROPRIETARY TO AND COPYRIGHTED



Master Service Agreement

Revised: August 2024

Executive Summary

Through the depth and breadth of our experienced professional service engineers, we offer enterprise-class engineers with a special commitment to managing your project. Our services are managed through methodology and process that provide the greatest utility to your business. The expertise of our service engineers is supplemented by the extensive network of vendors that Katalyst has developed over the years. Katalyst has worked diligently to nurture relationships with market leaders such as Cisco Systems, Network Appliance, VMware, and Microsoft. The benefits of these relationships are extended to you and the end result is that Katalyst brings with it access to the best practices and solutions available in the market today.

I. TERMS AND CONDITIONS

The customer ("Customer") and Katalyst Network Group, LLC ("Katalyst") hereby agree to this Master Service Agreement (the "Agreement"). The terms and conditions of this Agreement constitute a binding contract between the customer and Katalyst. By signing this Agreement or placing an order in any form with Katalyst for products or services, the Customer agrees to be bound and accepts the terms and conditions of this Agreement. If there is any conflict between the terms of this Agreement and any other agreement between Customer and Katalyst, the terms and conditions of this Agreement shall be controlling unless they are expressly amended in writing by specific reference to this Agreement. Customer may issue an ordering document or purchase order for administrative purposes only. Additional or different terms contained in any ordering document or purchase order shall be null and void. Any terms or conditions in any form delivered by the Customer are hereby deemed material alterations and notice of rejection of them is hereby given. In no event shall Katalyst's performance under a purchase order, statement of work, service request order, or similar instrument be deemed or constitute acceptance of any terms and conditions other than as set forth in this Agreement.

This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic, or implied, if any, between the parties with respect to the subject matter hereof. Katalyst may modify this Agreement upon notice to Customer, and Customer's use of any product or service from or through Katalyst after such notice shall evidence Customer's agreement to such modifications.

II. PROFESSIONAL SERVICES

Subject to the provisions contained within this Agreement, Customers may order professional services (the "Services") from Katalyst by signing a Statement of Work or other such document deemed by Katalyst as acceptable. Other Katalyst documents that may be required or requested by Katalyst include but are not limited to Service Request Order, Service Block Agreement, and Managed Services Agreement. Customers are requested to submit a purchase order in conjunction with a signed Statement of Work to further validate their Services order. Receipt of a signed Statement of Work and/or Customer purchase order indicates acceptance of the work to be performed as stated in the Statement of Work. Orders for Services are not binding until accepted by Katalyst.

Where Services are ordered in a Statement of Work or other similar document, the terms and conditions of this Agreement are expressly incorporated therein and constitute a separate agreement with respect to the Services requested and performed. In the event of an addition to or a conflict between any term or condition of the Statement of Work and this Agreement, the terms and conditions of this Agreement will control, except as expressly amended in the applicable Statement of Work by specific reference to this Agreement. Each such amendment will be applicable only with respect to such Statement of Work and not to future Statements of Work. Katalyst will deliver and complete the Services in accordance to the specifications as described within the Statement of Work.

Any Services quoted as "Time and Materials" is a budgetary estimate only. Time and Materials Services are invoiced at actual time spent and expenses incurred in performing the task as defined in the Statement of Work or other related document.

Changes to the scope of the Services described in a Statement of Work will be made only in a writing executed by authorized representatives of both parties. Katalyst will have no obligation to commence work in connection with any such change unless and until the change is agreed upon in that writing executed by both parties. All such changes to the scope of the Services will be governed by this Agreement and the applicable Statement of Work. Each Statement of Work may be signed in separate counterparts including by electronic signature each of which shall be deemed an original and all of which together will be deemed to be one original. All Services provided by Katalyst as stated in the Statement of Work or other such document deemed by Katalyst as acceptable will be deemed accepted by the Customer upon completion of such Services or within five (5) business days of delivery to Customer of a milestone or completion certificate as may be provided in an approved Statement of Work, whichever occurs first. Unless Customer notifies Katalyst in writing of a rejection of any Services within five (5) business days of the receipt of an invoice for such Services, Customer shall be deemed to have accepted the Services reflected in the invoice and to have acknowledged the Services have been provided in compliance with the terms of this Agreement and the applicable Statement of Work. Katalyst warrants that the Services provided hereunder shall be performed in a good workmanlike manner. **THE EXPRESS WARRANTY SET FORTH IN THIS SECTION IS THE ONLY WARRANTY MADE BY KATALYST WITH RESPECT TO SERVICES AND ANY AND ALL APPLICABLE IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Katalyst shall have no liability for work required as a result of the actions or omissions of any other person. Customer's sole remedy for breach of this Agreement by Katalyst shall be repair by Katalyst of any defects in workmanship as required to bring the Services into compliance with this Agreement.



III. ENGINEERING BLOCK TIME AGREEMENT

Subject to the provisions contained within this Agreement, Customers may order prepaid Services from Katalyst by signing an Engineering Block Time Agreement ("EBT"). The EBT provides a predetermined number of service hours to be used over a period of one year from the date accepted by both the Customer and Katalyst. Unused hours will expire at the end of the one-year term. Customers must pay in advance before any Services will be scheduled. EBT hours are intended for scheduled engineering services. Engineering time and project management time can be billed against the EBT. **THESE EBT AGREEMENTS CANNOT BE USED FOR EMERGENCY SUPPORT. THEY ARE INTENDED FOR SCHEDULED SERVICES ONLY.** Katalyst has NetTend and ResponseIT available for clients that need emergency support assistance. Project-based Services are not included in the EBT without written approval by Katalyst. "Project-based Services" are defined as any effort which exceeds 24 hours in length. EBT payments are non-refundable unless otherwise stated in writing and approved by an officer or designated official of Katalyst. Katalyst will track all transactions against the EBT and provide the Customer with a monthly usage report upon request.

A Service Level Agreement ("SLA") is not provided with an EBT. Services rendered under an EBT are best effort only and will be scheduled based on engineering availability on a first come first serve basis. Where Services are ordered in an EBT, each EBT hereby incorporates the terms and conditions of this Agreement and constitutes a separate agreement with respect to the Services performed. In the event of an addition to or a conflict between any term or condition of the EBT and this Agreement, the terms and conditions of this Agreement will control, except as expressly amended in the applicable EBT by specific reference to this Agreement. Each such amendment will be applicable only with respect to such EBT and not to any other EBT.

All Services provided by Katalyst pursuant to an EBT will be considered accepted by the Customer upon completion. Katalyst warrants that the Services provided hereunder shall be performed in a good workmanlike manner. **THE EXPRESS WARRANTY SET FORTH IN THIS SECTION IS THE ONLY WARRANTY MADE BY KATALYST WITH RESPECT TO SERVICES AND ANY AND ALL APPLICABLE IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Katalyst shall have no liability for work required as a result of the actions or omissions of any other person. Customer's sole remedy for breach of this Agreement by Katalyst shall be repair by Katalyst of any defects in workmanship as required to bring the Services into compliance with this Agreement.

IV. PRODUCTS

Subject to the provisions contained herein, Customer may place an order for equipment, systems, hardware, licensing, manufacturer support, warranty contracts, and other items ("Products") by submitting a purchase order to Katalyst specifying the type of Products desired at the prices and conditions as specified in Quotes and/or Statements of Work provided by Katalyst and agreed to by the Customer. Product orders are not binding until accepted by Katalyst. In the event the Customer does not use purchase orders, the Customer may submit a signed Katalyst Quote or an electronic response (email) referencing a valid Katalyst Quote number and acknowledging acceptance of the prices and conditions. Upon acceptance of the Customer's purchase order Katalyst will place an order with its suppliers for the Products specified in such purchase order. Katalyst will provide the Customer with an estimated shipping date as a courtesy in order to assist the Customer in preparation for the product arrival. As order delivery dates are estimates only, Katalyst is not liable for any delays beyond its control. Customer is responsible for payment of all applicable shipping fees associated with its order. Shipping fees will be invoiced to the Customer at cost. Customers are responsible for all federal, state, municipal and other government taxes.

Unless otherwise specified in the applicable Quote or Statement of Work, Katalyst will invoice Customer for Products (i) upon shipment from Katalyst's suppliers directly to Customer, or (ii) when ordered Products are received by Katalyst in the event Customer has requested Product configuration services in conjunction with its Product order. Katalyst will invoice the Customer for partial shipments per the above conditions (i) and (ii). Upon Customer's request, Katalyst will provide proof of receipt for Products invoiced that are in Katalyst's possession.

Customer understands that with respect to Products sold to Customer by Katalyst but not manufactured or, in the case of software, developed by Katalyst, **KATALYST MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE**, but will make available to Customer, to the extent permitted by law and relevant contracts, the warranties of the manufacturer or developer of the relevant Product upon Customer's timely written request.

- a. **Delivery.** Unless otherwise agreed in writing, delivery shall be made in accordance with Katalyst shipping policy in effect on the date of shipment. Customer understands it is responsible for payment of all shipping charges unless otherwise stated in writing and approved by Katalyst. Any such shipping charges will be invoiced at actual cost to the Customer. For all domestic transactions, unless otherwise stated on the front of the invoice, title to and all risk of loss of damage with respect to the Products shall pass to Customer upon delivery by Katalyst to the carrier (F.O.B. Origin, freight collect). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and Customer's rights therein are contained in the license agreement between such licensor(s) and Customer.

For all international transactions, the product shall be sold on a delivered, insurance paid, duty and international freight unpaid basis. Katalyst assumes no responsibility for charges attendant to Customs clearance in the country of delivery, customs duty, VAT, or any other charges or taxes within the country designated for delivery by the Customer. Title to and all risk of loss of damage with respect to the Products shall pass to the Customer upon delivery to the port designated by the Customer and prior to Customs clearance. Delivery is subject to the payment provisions set forth herein and to Katalyst's receipt from Customer of all necessary information and documentation from Customer including all import certificates, exemption and/or resale certificates, licenses, and other documents as may be required from Customer for export of the Product. Customer shall promptly notify Katalyst, in no event later than five business days after title to and risk of loss has passed to Customer for such Products, of any claimed shortages or rejection as to any such Products. Such notice shall be in writing and shall be reasonably detailed stating the grounds for any such rejection. Failure to give any such notice within such time shall be deemed an acceptance in full of such Products. Katalyst shall not be liable for any shipment delays beyond the reasonable control of Katalyst which affect Katalyst of any of Katalyst's suppliers including, but not limited to, delays caused by unavailability, a shortage of products from Katalyst's suppliers, natural disasters, acts



Master Service Agreement

of war; acts or omissions of Customer, fire, strike, governmental interference, unavailability or shortage of materials, labor, fuel, or power through normal commercial channels at customary and reasonable rates, failure or destruction of plant or equipment arising from any cause whatsoever, pandemic, epidemic, or transport failures.

- b. **Security Interest and Retention of Rights for Sales or Leases.** This section applies only to the Products sold or leased by Katalyst to Customer and not to any other property of Customer. Notwithstanding anything herein to the contrary, Katalyst retains, and Customer grants to Katalyst, a security interest, as defined in Article 9 of the Uniform Commercial Code of the State of North Carolina (the "UCC"), in all equipment, systems, items, or other Products sold to Customer by Katalyst until all invoices for such items (including all labor, services, shipping, and insurance charges, if any) are paid in full and all instruments presented for payment are honored by the appropriate financial institution(s). In connection with the foregoing, Katalyst retains, and Customer grants to Katalyst, all rights of a secured creditor providing purchase money financing as allowed under the UCC, including, without limitation, the rights of reclamation and repossession.

If Customer is leasing Products and/or Services, either for equipment financing purposes or for leasing purposes, Customer shall be obligated and agrees to execute and deliver all finance/lease documents including, but not limited to, all delivery and acceptance forms within five business days of completion of items required for execution of such documents. If Customer has contracted for the purchase of Services in addition to the lease transaction, payment for such Services shall be due and made in accordance with the section titled "Payment Terms" below.

If legal action is necessary to recover possession of any equipment, systems, items, or other Products sold or leased to Customer by Katalyst, Customer shall be responsible for all costs and expenses, including Katalyst's reasonable attorneys' fees, incurred as a result of such action. Further, if any "replevin", "claim and delivery", or other legal action to gain possession of the equipment, systems, items, or other Products sold to Customer by Katalyst is required, Customer hereby expressly waives any and all requirements that Katalyst post any bond or security for the issuance of an order of possession, attachment, or delivery to the fullest extent allowed by law.

Customer hereby authorizes Katalyst to file any financing statements or other documents as may be necessary, in Katalyst's sole discretion, to evidence Katalyst's rights hereunder.

V. INSURANCE

- a. **Shipping Insurance.** Insurance on ground shipped Products in the continental United States is included and provided by Katalyst's distributor. Insurance on non-ground shipped Products (e.g. next day shipping, etc.) is not included, but may be purchased at Customer's request and at Customer's expense. Customer acknowledges and agrees that Katalyst shall have no duty to purchase any insurance upon the equipment, systems, items, or other Products sold to Customer by Katalyst, including insurance of the equipment, systems, items, or other Products during transit from Katalyst (if shipped directly) or third parties (if shipped indirectly from, for example, a manufacturer or wholesaler to Customer). The purchase of such insurance is and shall be Customer's responsibility.
- b. **Liability Insurance.** In the performance of Services under this Agreement, Katalyst may perform the Services at Customer's place of business. Customer agrees to maintain adequate insurance coverage to protect Katalyst and Customer's premises and to indemnify and hold Katalyst and its agents and employees harmless from any loss, cost, damage, or expense (including, but not limited to, attorneys' fees and expenses) arising out of any product liability, death, personal injury, or property damage or destruction occurring at Customer's place of business in connection with the performance of the Services, except that Katalyst shall have no responsibility for matters arising solely as a result of negligent acts or omissions of Katalyst's agents and employees.

VI. PRICING

Katalyst strives to provide its Customers with pricing that is competitive based on the circumstances at the time the order is placed. However, pricing is subject to variation over time based on manufacturer discounts and price list changes, order volume, specific services and personnel provided, the circumstances and needs of each customer, and other factors. Katalyst reserves the right to make adjustments to pricing, Products, and Service offerings for reasons including, but not limited to, changing market conditions, Product discontinuation, Product unavailability, manufacturer price changes, supplier price changes, or errors in advertisements. All orders are subject to Product availability and the availability of Personnel to perform the Services. If Services are being performed on a time and materials basis, any estimates provided by Katalyst are for planning purposes only.

VII. PAYMENT TERMS

Unless otherwise specified in an applicable Quote or Statement of Work, payment terms are NET 10 days from invoice date. Customers shall bear all applicable federal, state, municipal, and other government taxes [such as sales, use, and similar taxes], as well as import or customs duties, license fees, and similar charges, however designated or levied on the sale of the Products (or the delivery thereof) or Services or measured by the amounts paid for the Products or Services. Katalyst's prices set forth on the front side of the invoice do not include such taxes, fees, and charges. Exemption certificates must be presented prior to shipment if they are to be honored. Katalyst will invoice Customer for Products (i) upon shipment from Katalyst's suppliers directly to Customer, or (ii) when ordered Products are received by Katalyst in the event Customer has requested Product configuration services in conjunction with its Product order. Katalyst will invoice the Customer for partial shipments per the above conditions (i) and (ii). Upon Customer's request, Katalyst will provide proof of receipt for Products invoiced that are in Katalyst's possession.

In connection with Services being performed pursuant to a Statement of Work, Customer will pay for the Services in the amounts and in accordance with any payment schedule set forth in the applicable Statement of Work. If no payment schedule is provided, Customer will pay for the Services as invoiced.



Master Service Agreement

by Katalyst. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by Katalyst.

Katalyst, in its discretion, may require reasonable advance assurances of payment through irrevocable bank letters of credit or otherwise. All unpaid invoices shall bear interest at an amount equal to 1-1/2% of the outstanding balance per month (or the maximum rate of interest allowed by law, whichever is less), commencing upon the date payment is due. Customer's failure to make timely payment may result in such action as commencement of proceedings for collection, revocation of credit, stoppage of shipment, delay or cessation of future deliveries, repossession of unpaid delivered goods, and termination of any one of more sales agreements. Notwithstanding any net payment provisions specified on the invoice, Katalyst shall have no continuing obligation to deliver Products on credit, and any credit approval may be withdrawn by Katalyst at any time and without prior notice. In the event the sales invoice shall be placed by Katalyst in the hands of an attorney for the purpose of collection, with or without litigation, or for the purpose of enforcing Katalyst's security interest in the Products, the Customer agrees to pay any and all costs associated with such placement including, without limitation, attorneys' fees and costs incurred prior to, during, or subsequent to trial, and including, without limitation, collection, bankruptcy, or other creditor's rights proceedings. If a sale is to occur, or the Product is to be shipped, outside of the United States, Customer acknowledges and agrees that the amount due Katalyst is contracted in U.S. Dollars and that payment in U.S. Dollars is of the essence. Any payment by Customer in local currency or the receipt by Katalyst of local currency as a consequence of enforcement procedures against Customer will be deemed an authorization for Katalyst to use that local currency to purchase U.S. Dollars or, if such purchase is prohibited by local law, an authorization to purchase appropriate bonds or other instruments and export them from the Customer's country in order to convert the currency into U.S. Dollars and apply the proceeds to the payment of any amounts owed to Katalyst by Customer. Any deficiency as a result of conversion of payment into U.S. Dollars shall be the responsibility of Customer.

VIII. PRODUCT RETURNS

KATALYST MAKES NO REPRESENTATION OR WARRANTY AS TO THE PRODUCTS AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Katalyst will not be liable for any damage, loss, cost or expense for breach of warranty. Return of Products purchased hereunder, whether for stock balancing purposes or because such Products are claimed to be defective, shall be governed by the specific product manufacturer's return policies as in effect and as may be modified or amended from time to time by the manufacturer. The right to return defective Products in accordance with the manufacturer's return policy, as previously described, shall constitute Customer's exclusive remedy in connection with any claim of any kind relating to the quality, condition, or performance of any Product, whether such claim is based upon principles of contract, warranty, negligence, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose, or otherwise. In the event Katalyst issues a return authorization to Customer allowing Customer to return Products to Katalyst, Customer will deliver the Product to Katalyst's address in Charlotte, North Carolina, at Customer's expense, if so required by Katalyst. Notwithstanding the foregoing, Katalyst agrees to use its best efforts to assist Customer in the return of Products and obtaining a refund or replacement as appropriate and in accordance with the manufacturer's return policies at Customer's request.

IX. THIRD PARTY AGREEMENTS

Customer acknowledges and agrees that Products or Services may be provided through Katalyst by third parties subject to terms and conditions provided by such third parties to Katalyst or Customer. Customer hereby agrees to comply with all third-party terms and conditions including, but not limited to, licenses and terms of use which apply to any of the Products or Services. Customer hereby agrees to indemnify, reimburse, and hold Katalyst harmless from any damages, costs, expenses, liabilities, and obligations including, but not limited to, reasonable attorneys fees and costs, arising from any action or omission by Customer including, but not limited to, Customer's negligence or intentional misconduct.

X. LIMITATION OF LIABILITY

KATALYST SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, ANY AGREEMENT TO PROVIDE SERVICES OR SELL PRODUCTS TO CUSTOMER OR THE PRODUCT ITSELF, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOSS OF USE, LOST DATA, OR FOR ANY DAMAGES OR SUMS PAID TO THIRD PARTIES, EVEN IF THE PARTIES HAVE BEEN ADVISED OF POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE. THE TOTAL LIABILITY OF KATALYST TO THE CUSTOMER OR ANY THIRD PARTY, AT LAW OR IN EQUITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR THE PROVISION OF ANY SERVICES OR PRODUCTS SHALL NOT EXCEED THE LESSER OF THE PRICE ACTUALLY PAID FOR THE SERVICES UNDER THE QUOTE OR STATEMENT OF WORK WHICH GAVE RISE TO THE CLAIM OR THE AMOUNTS PAID OR PAYABLE FOR SERVICES UNDER THE QUOTE OR STATEMENT OF WORK GIVING RISE TO SUCH CLAIM DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

XI. GENERAL

These terms and conditions shall constitute the final, complete, and exclusive agreement of the parties with respect to all sales by Katalyst to Customer and shall supersede all prior offers, negotiations, understandings, and agreements. Unless Customer and Katalyst have executed an agreement which specifically supersedes and replaces the terms and conditions herein, it is expressly agreed that no prior or contemporaneous agreement or understanding, whether written or oral, shall contradict, modify, supplement, or explain the terms and conditions contained herein. No additional or different terms or conditions, whether material or immaterial, shall become a part of any sales agreement unless expressly accepted in writing by an authorized officer of Katalyst in the United States. Any waiver by Katalyst of one or more of these terms and conditions or any defaults hereunder shall not constitute a waiver



Master Service Agreement

of the remaining terms and conditions or of any future defaults hereunder. No failure or delay by either party in exercising or enforcing any right hereunder shall operate as a waiver thereof or preclude any other exercise or enforcement of rights hereunder. The provisions of this Agreement are severable, and any provision of these terms and conditions that is prohibited or unenforceable under the laws of the State of North Carolina shall be ineffective to the extent of such prohibition or unenforceability, without impairing or invalidating the remaining provisions of these terms and conditions. All sales transactions exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods. This Agreement may be executed in one or more counterparts including by electronic signature, the combination of which shall be deemed one agreement. Copies, facsimiles, or other reproductions of the signatures hereto shall be deemed originals for all purposes.

XII. RESALE

Customer shall comply with and shall not violate any applicable laws, codes, and regulations including, without limitation, those relating to the licensing of, control of, or prohibition against shipment (including both export and re-export) to designated countries or entities. Customer recognizes that some Product sales are limited to a specified territory, and Customer shall not sell or re-sell Products outside that territory.

XIII. NON-DISCLOSURE; PROPRIETARY RIGHTS

Each party shall hold all information regarding the other party's business operations or business systems (including, without limitation, trade secrets, inventions, designs, software programs or documentation, prices, financial information, sales, marketing and product plans, and information or business plans) in trust and confidence for the other party and not use or disclose the same to others without the other party's permission. Notwithstanding the foregoing, the above restrictions shall not apply to any information or other material which is (i) already in the receiving party's possession without restriction on use or disclosure, (ii) within the public domain (iii) made available to the receiving party from third parties not under a similar obligation of confidentiality; (iv) disclosed by the disclosing party on an unrestricted basis to third parties; (v) developed by the receiving party independently; or (vi) required by law or court order to be disclosed. All inventions, ideas, drawings, designs, techniques, software, and improvements (whether patentable or un-patentable) made or conceived by Katalyst or its agents or employees in the course of providing Services under this Agreement (collectively "Inventions"), shall be Katalyst's property, and Customer agrees to use such Inventions only for its own benefit. Customer shall not disclose to or use for the benefit of any other person any such Inventions, in whole or in part, without Katalyst's prior written consent.

XIV. RECRUITMENT OF PERSONNEL

During the period which Services and Products are being provided to Customer by Katalyst and for a period of one year thereafter, Customer shall not, directly or indirectly, solicit, hire, attempt to solicit or hire, or participate in any attempt to solicit or hire any employee of Katalyst. If the Customer breaches this provision, then as compensation for the damages (both internal and out-of-pocket third party costs) incurred by Katalyst associated with the loss and replacement of the employee including, without limitation, search, hiring, relocation and training costs, and lost revenues or manufacturer discounts associated with the departed employee, and not as a penalty, Customer shall pay Katalyst two times the sum of the base salary, bonuses, and commissions paid by Katalyst to such employee so hired (i) within the 12 months prior to such employee terminating employment with Katalyst or (ii) the equivalent of 12 months of such salary, bonuses, and commissions for employees with fewer than 12 months of employment with Katalyst. The parties agree that the harm associated with a breach of this section is difficult to accurately determine and that the aforementioned amount is a reasonable estimate of the costs and expenses that Katalyst will incur.

At the end of the one year time period if the Customer desires to hire any employee of Katalyst they shall give Katalyst not less than 30 days written notice before such employee's start date and shall pay Katalyst a one-time fee equal to 50% of such employee's then current annual salary with Katalyst.

XV. CREDIT REFERENCES

Customer's acceptance of this document authorizes Katalyst to investigate all credit references and any other matter pertaining to the Customer's financial responsibility. Katalyst may require the Customer complete a credit application in order to establish an account. Katalyst will keep confidential any information obtained during the credit application process except as required to complete such credit application and investigation process.

XVI. TERM

This Agreement shall remain in effect until terminated by either party immediately upon written notice to the other party. Upon termination, Customer shall pay Katalyst all amounts due for Products and Services hereunder as of the date of the termination including, but not limited to, any Products ordered by the Customer prior to termination and delivered to the Customer after termination. All terms and conditions of Sections II, III, IV, and VI through XVII of this Agreement shall survive termination of this Agreement. Upon termination of this Agreement, Katalyst shall have no further obligation to Customer for any Products and Services except as mutually agreed in writing by Katalyst and Customer.

XVII. GOVERNING LAW, VENUE

This Agreement, including the formation thereof, shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its choice of law's provisions. Venue for any action arising under or related to this Agreement shall be in the Superior Court of Mecklenburg County, North Carolina, and Customer hereby consents to the venue in and personal jurisdiction of the said court. This Agreement is deemed to have been made in North Carolina.



Master Service Agreement

By signing this application I acknowledge I am a duly authorized official of my company and by signing below affirm agreement to the above terms and conditions:

Firm Name: Robert Davie

Address:

Address:

By:
(Signature)

Print Name: Robert Davie

Title:
Town Administrator

Date:



Master Service Agreement

Katalyst would like to ensure that all communication is directed to the correct individual or department. Please provide us with the appropriate information:

<i>Invoices are to be emailed to:</i>			
Name:	Email Address:	Phone Number:	
<i>Accounts Payable Contact:</i>			
Name:	Email Address:	Phone Number:	
<i>IT Department Contact:</i>			
Name:	Email Address:	Phone Number:	
<i>Controller / CFO Contact:</i>			
Name:	Email Address:	Phone Number:	
<i>Mailing address for Corporate Office:</i>			
Street:	City:	State:	Zip Code:

Katalyst would like to ensure that we document the accurate organization information. Please provide us with the appropriate information:

Organization Type	Corporation _____	Federal ID #
	Partnership _____	
	LLC _____	
	Sole Proprietor _____	
Is the company tax exempt?	NO _____ YES _____	Exempt #
Is a purchase order required?	NO _____ YES _____	

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. (“Engineer”).

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

Warrenton Sanitary Sewer Rehabilitation - SRP-W-0224 (“Project”).

Project Description

The Town of Warrenton proposes to replace/rehabilitate approximately 3,735 linear feet (LF) of 6-inch and 8-inch terra cotta (clay) sewers and 14 brick manholes in various parts of the town. The project area clay sewers have numerous, structural, operational and maintenance defects and have far exceeded their useful service lives of 40 years. In addition, approximately 8 old clay and cast-iron service laterals will be replaced or rehabilitated to ensure the most comprehensive repairs to the selected gravity lines.

The project is being funded through the North Carolina Division of Water Infrastructure State Reserve Project Grant fund, No. SRP-W-0224.

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 24 months.* ENGINEER will conduct project scoping with Owner and update Owner's staff monthly 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 one (1) Project Development and Scoping meeting w/minutes.*
 - B. Kick-Off Meeting with Town to review project scope, 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 and up to one (1) ESA amendment.
 - 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 (**24 months**).
 - F. Prepare monthly invoices for ENGINEER's services in format acceptable to OWNER and funding agencies.
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 a minimum of two (2) control points within the project area with NAD 83 and NAVD 88 datum.
 - B. Field locate and map planimetric features (i.e. fences, tree lines, poles, roadways, visible and marked utilities, etc.) within the project corridors/area.
 - C. Establish a minimum of 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. *If the Engineer determines the need for temporary or permanent easements, property research, property survey and the preparation of easement plats and easement acquisition assistance, these services will be considered "Additional Services" and a separate scope of services and fees will be set up under a separate task number.*
3. Engineering Report: The Engineer will prepare and submit an Engineering Report (ER) as required, in accordance with the "*Engineering Report (ER) Guidance*" as published by the Division of Water Infrastructure (DWI) of NCDEQ including the following:
- A. Prepare the ER based on the "Preferred Alternative".
 - B. Electronically submit the ER to DWI for review and approval.
 - C. Respond to two (2) rounds of review comments from the DWI.
 - D. Electronically submit the "final" ER to the DWI for approval.
 - E. Furnish to the OWNER, one (1) digital copy of the approved ER formatted in Adobe (.pdf) format.
- Note: The preparation of an Environmental Information Document (EID) is not included in the scope of work due to the project meeting the requirements for a Categorical Exclusion by Project Type (CET).*
4. Engineering Design: The design of the Project will be based on the conceptual designs of the Preferred Alternative as presented in the Minor Engineering Report as submitted to the NC Division of Water Infrastructure. The Engineer Design services will include the following items:
- A. Prepare construction plans and profiles for the project using final mapping of the field survey and Consultant's standard Plan and Profile sheets [Scale: 1" = 40' (H), 1" = 4' (V)].

- Plans shall indicate construction limits and location of temporary construction and/or permanent easements, if required.
- B. Forward two sets 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 sanitary sewer improvements.
 - E. Finalize typical sections, details and profiles.
 - F. Prepare final quantity and construction cost estimates.
 - G. Prepare an erosion and sedimentation control plan.
 - H. Prepare contract documents and specifications utilizing Consultant's Standards and Specifications along with the special contract provisions for state 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 Construction Cost for Project.
 - K. Make one (1) round of revisions to the construction documents based on Owner's comments.
 - L. Submit electronic bid plans and specifications to the NC DWI 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 with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the project. The Engineer will prepare applications and supporting documentation for the following Regulatory Agency Reviews required for this Project:

- A. **NCDOT Encroachment Agreement** – Engineer shall complete the most recent version of the encroachment form entitled ***“Right of Way Encroachment Agreement – Primary and Secondary Highways”*** in complete accordance with all applicable instructions. The submittal shall include the completed encroachment agreement, Project Narrative, required number of plans and applicable technical specifications, supporting calculations and any required supplemental documents.
- B. **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 application and checklist, Project Narrative, required number of plans and applicable technical specifications, supporting calculations, required fees and supplemental documents.

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

- Fast-Track Gravity Sewer Permit (Like-for Like replacement, not required)
- NC Division of Water Quality Preconstruction Notification
- US Army Corps of Engineers – Nationwide Permit
- Wetlands or Stream Mitigation

NEPA or SEPA documentation is not included in this scope or fee estimate and is not anticipated being required based on the outcome of the approved Environmental Information Document.

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

- NCDOT Primary and Secondary Encroachment Agreement: \$0.00
- NC DEMLR Sedimentation/Erosion Control Plan: est. \$200-\$400

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 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 enough 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 reproductive 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 the preparation and issuance of two (2) addendums.*
- 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 and certify 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 the Owner, which will have all of the rights and responsibilities of the Owner under that construction contract.
- K. Assemble the Project Bid Information document 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 and Project Cost Summary. Owner will provide proof of advertisement, resolution of tentative award, site certificates, Project Budget Ordinance, and land costs form, as required. 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 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 Section 7.02, "Additional Services".***
- O. ***If the lowest, responsive, responsible bid price exceeds the available funding, and the Owner wishes the Engineer to enter post-bid negotiations with the low bidder to bring the bid price to within the available budget, the Engineer's services associated with post-bid negotiations shall be compensated per 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 180 calendar days. The Engineer is anticipated to provide a construction observer on a full-time basis to monitor daily construction activities. The Engineer will provide the daily inspection reports on a weekly interval, if requested by Owner. The following Construction Administration 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 said Standard General Conditions.

- C. Issue "Notice to Proceed" to Contractor.
- D. Organize and facilitate a Pre-Construction Conference and record minutes for distribution to attendees, 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 also review the shop drawings for compliance with the American Iron & Steel (AIS) provisions, if required. The Engineer will provide a copy of all shop drawings at the end of the project.
- F. 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 inspections, 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. ***Six (6) progress meetings/visits, not inclusive of a final walk-thru/close-out meeting, have been budgeted.*** Engineer shall issue meeting minutes and field report for each progress meeting.
- G. 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.
- H. 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 always have access to the Work wherever it is in preparation or progress.
- I. 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) response per month (total of 8) of the Construction duration.***

- J. 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.
- K. 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 six (6) payment applications, one being the final adjusting payment.***
- L. 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 up to two (2) change orders, not inclusive of the Final Adjusting Change Order.***
- M. 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 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.***
- N. 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.

- O. Receive, review, and approve Contractor's final payment request. Prepare a final adjusting change order to be signed by the Contractor and submitted to the Owner with the final pay request.
 - P. Prepare "Record Drawings" of completed water system improvements based on Contractor's red-line field mark-ups.
 - Q. 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 CD/DVD or USB Flash Drive (in PDF format) for delivery to the Owner.
 - R. 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 77 daily visits (based on an 8-hour work day) inclusive of one (1) final walk-thru visit and one revisit, 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 reviewing the Contractor's work. Engineer shall notify Owner promptly if the 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 monitoring 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 Project.
9. Grant/Loan Administration: The Engineer shall support Owner with general administration of the State Reserve Project (SRP) funding during the project. Grant Administration includes preparation

of the Project Bid Information and Project Cost Summary submittal, loan/grant reimbursement requests (*up to 6 reimbursement submittals inclusive of the final reimbursement*), preparing and assembling project close-out documents in accordance with the State's Project Close-Out Checklist. The project is being funded by the State Reserve Project Fund (SRP) as administered by the NCDEQ Division of Water of Infrastructure. The total project is estimated to span twenty-four (24) months.

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 a reasonable time, or within the following specific time period: All work must be completed within two years of the date of grant award date of August 1, 2019.
- 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 three (3) 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*

- A. 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.

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	\$5,000.00
.2 - Design Survey and Base Mapping	LS	15,000.00
.3 - Engineering Report	LS	18,000.00
.4 - Engineering Design	LS	52,000.00
.5 - Permitting and Approvals	LS	8,000.00
.6 - Bidding	LS	8,000.00
.7 - Construction Administration	LS	30,000.00
.8 - Construction Observation	HENTE	56,000.00
.9 - Grant/Loan Administration	LS	8,000.00
TOTAL ENGINEERING SERVICES FEE		\$ 200,000.00

LS: Lump Sum

HENTE: Hourly plus Expenses Not-to-Exceed

B. 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 later. 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 Amendment, which are identified and authorized in writing by the Owner's authorized representative.
7. Easement acquisition surveys and plats.
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

ENGINEER: Municipal Engineering, Inc.

X

X

By: Robert Davie

By: Carol Woodie

Title: Town Administrator

Title: President

Date Signed: _____

Date Signed: _____

Engineer License or Firm's Certificate

Number: F-0812/C-586

State of: North Carolina

Address for giving notices:

Address for giving notices:

Town of Warrenton

Municipal Engineering, Inc.

113 S. Bragg Street

68 Shipwash Drive

Warrenton, NC 27589

Garner, NC 27529

Attn: Robert Davie, Town Administrator

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

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	\$230.00 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



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

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

Grant Project Ordinance
Town of Warrenton 2018 CDBG-Neighborhood Revitalization Project
Warrenton, North Carolina
(Amending Ordinance Adopted May 12, 2025)

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

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

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

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

North Carolina Rural Economic Development Division	\$970,000.00
Total	\$970,000.00

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

Rehabilitation Assistance	\$900,000.00
Administration	<u>\$ 70,000.00</u>
Total	\$970,000.00

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

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

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

Adopted this 12th day of May 2025.

Walter M. Gardner, Jr., Mayor

ATTEST:

Robert Davie, Clerk to the Board

Warrenton Budget Amendments

Date:4/12/2025

Number:#10

Purpose of Amendment:

The purpose of this BA is to increase the award amount from \$950,000 to \$970,000

Fund Name:

CDBG Neighborhood Revitalization

Revenue

Account Title/Number:	Increase Amount	Decrease Amount
Grant Revenue/67-335-340	20,000	-

Subtotal20,000-

Total20,000

Grand Total-

Expenditure

Account Title/Number:	Increase Amount	Decrease Amount
Rehab Assistance/67-430-701	20,000	-
	-	

Subtotal20,000-

Total20,000

Warrenton Budget Amendments

Date:5/12/2025

Number:#11

Purpose of Amendment: The purpose of this BA is to increase expense lines in the water department to meet anticipated expenses for the remainder of the fiscal year.

Fund Name:

Water Department

Revenue

Account Title/Number:	Increase Amount	Decrease Amount
App Fund Balance/38-395-396	25,588	-

Subtotal25,588-

Total25,588

Grand Total-

Expenditure

Account Title/Number:	Increase Amount	Decrease Amount
External Contract/38-851-448	4,588	-
Water Purchase/38-851-451	21,000	

Subtotal25,588-

Total25,588

Services Agreement

This Services Agreement ("Agreement") is dated as of the last dated signed below ("Effective Date") by and between Output Services Group, Inc. d/b/a OSG ("OSG") and the entity identified in the signature block below ("Client"). OSG and Client are sometimes individually referred to as "Party" and collectively as the "Parties".

1. **Services; Fees.** OSG agrees to provide Client, and Client agrees to purchase, those print and mail services (the "Services") as described in a statement of work to be executed by the Parties from time-to-time (a "Statement of Work" or "SOW"), which SOW shall (a) be based on OSG's standard form of agreement, (b) reference the terms of this Agreement and (c) specify the fees, terms and conditions of Services. Each Party agrees that a purchase order submitted by Client or acknowledgement document issued by OSG that are in addition to, or different from the terms of this Agreement or the SOW shall be void and of no force or effect. SOWs do not include applicable taxes, shipping costs or delivery fees unless specifically stated. Except as otherwise indicated, the term "Agreement" includes each SOW executed hereunder.

2. **Payment.** OSG may invoice Client upon completion of a print and/or mailing job under a given SOW or in arrears at the end of the month in which such Services are performed. Client agrees to pay OSG invoices within 30 days from the date of the invoice. Invoices not paid in full within 30 days from the invoice date will be subject to a finance charge of 1.5 percent per month (18 percent per annum) or the maximum rate allowed by law, if less. If Client does not pay a past due invoice within 5 days of receipt of written notice from OSG, OSG may, at its option, suspend Services until past due invoices are paid. In the event of any good faith dispute with respect to any invoices, Client shall provide notice of such dispute to OSG no later than 15 days after the date of the invoice. Client acknowledges and agrees that failure to provide written notice of any invoice dispute within the specified 15 day period shall be deemed an irrevocable acceptance and approval of the invoice. In the event that an invoice is disputed in accordance with the provisions of this subsection, the Parties agree that they shall cooperate in good faith to resolve such dispute prior to the due date. In the event that the dispute is not so resolved and unless OSG agrees otherwise in writing, Client shall pay all undisputed amounts to OSG on the due date.

3. **Price Adjustments.** OSG may increase the Fees for each year of the SOW Term (or if no SOW Term is specified, the 1-year anniversary date of the effective date of such SOW) by the greater of (a) 4% and (b) one hundred percent (100%) of the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) U.S. Cities Average for all Items as measured over the preceding 12-month period, as published by the U.S. Department of Labor or any successor index ("CPI"). OSG shall provide not less than 30 days' advance written notice to Client of any price adjustment pursuant to this subsection (which notice may, for the avoidance of doubt and subject to any adjustment based on CPI being based on a full 12 month measurement period, be sent prior to the annual anniversary date but not effective until (i) on or after such anniversary date and (ii) 30 days after receipt of such notice).

4. **Postage Fees and Deposits.** If mailing / delivery services are made available: (a) Postage fees (as assessed by the United States Postal Service ("USPS") or other non-USPS carrier/courier, collectively, "Postage Fees") are assessed for each package at the appropriate rate. OSG will adjust Postage Fees, including any pre-sort discount or fee, concurrent with pricing changes imposed by the USPS or other applicable carrier/courier as of the effective date of such changes. OSG shall use its reasonable best endeavors to provide Client with prior written notification of such changes, but delivery of such notice shall not be a condition precedent to the effectiveness of such adjustment; and (b) Client must provide a postage/courier deposit covering two months' estimated Postage Fees before production begin. OSG may adjust the required deposit at its discretion. Remaining deposit balances will be returned within 30 days of Client's request after Agreement termination. If at Agreement termination amounts are due OSG, Client authorizes OSG to offset amounts due against any postage/courier deposit balance. Client acknowledges no interest shall accrue on postage/courier deposits.

5. **Taxes.** All amounts due for taxes and assessments will be added to Client's invoice and are the responsibility of Client. No tax exemption will be granted unless official proof of Client's exemption is on file with OSG prior to the invoicing of Services. If, after Client has paid the invoice, it is determined that more tax is due, Client must promptly remit the required taxes to the taxing authority or immediately reimburse OSG for any additional taxes paid by OSG.

6. **Term.** This Agreement shall become effective on the Effective Date and continue for an initial term of 12 months from the Term Start Date (the "Initial Term"). As used herein, the "Term Start Date" means (a) the last day of the calendar month date of the Client's first live production run with OSG; provided that the Parties confirm in writing (email acceptable), the date of the first live production run within 30 days of its occurrence (the "Confirmation Period"); or (b) if the Parties don't confirm the live production run date within the Confirmation Period, the end of the first calendar month that is no less than 90 days after the Effective Date. At the end of the Initial Term, this Agreement shall automatically renew for successive 12 month terms (each, a "Renewal Term"; the Initial Term and each Renewal Term are collectively referred to as the "Term"), unless either Party provides written notice of non-renewal at least 90 days prior to the expiration of the then-current Term. Sections 2-4, 7-10 and 13 shall survive termination of this Agreement.

7. **Subcontracting.** OSG may utilize OSG affiliated entities ("OSG Affiliates") and/or third party vendors ("Third Party Resources") to provide Services; provided no personal information is "transferred" to or "stored" outside the United States. If OSG utilizes Third Party Resources outside the United States, OSG shall use remote desktop virtualization methods or other secure remote systems access by which a Third Party Resource cannot print, copy or save personal information to offshore data storage devices ("Secure Remote Desktop Virtualization"), which use will not constitute a "transfer" or "storage" of such data. OSG shall (a) require OSG Affiliates and Third Party Resources to comply with the confidentiality provisions of this Agreement and (b) be fully responsible to Client for the acts and/or omissions of any OSG Affiliate and Third Party Resources as if OSG itself had acted or failed to act.

8. **Confidentiality.** The Parties acknowledge that the existence and the terms of this Agreement, each SOW and any oral or written information exchanged between the Parties in connection with the Services which are identified as confidential or proprietary at the time of disclosure or otherwise disclosed in a

manner such that a reasonable person would understand its confidential nature is "Confidential Information". Each Party shall maintain confidentiality of all Confidential Information, and without obtaining the written consent of the other Party, shall not disclose any Confidential Information to any third parties, provided the foregoing shall not apply to information that: (a) is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by a receiving Party in breach of this Agreement; (b) was available or known to the receiving Party prior to the Effective Date; (c) was, is, or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's actual knowledge, is not under any confidentiality obligation in respect of that information; (d) was lawfully in the possession of the receiving Party before the information was disclosed; (e) is developed by or for the receiving Party independently of the information disclosed; (f) is required to be disclosed by OSG in connection with its performance of Services, as permitted by this Agreement or a SOW or (g) the disclosing Party is legally obligated to disclose.

9. Data Protection. Client is responsible for submitting accurate and complete files to OSG for processing. OSG will retain input data for a period of 45 days unless otherwise stated in the applicable SOW. If any personal information is shared with a third party vendor, OSG will fully anonymize such data using Synthetic Data (as defined below) methods, and Client expressly consents to this anonymization process. OSG has and will maintain an established information security program containing appropriate administrative, technical, and physical measures to protect Client data (including personal information) against accidental, unlawful, or unauthorized destruction, alteration, unauthorized disclosure, or access consistent with applicable laws. "Synthetic Data" means inauthentic data generated as corollary to Client data, specifically an output data file or the individual data elements of such an output file created from the processing by OSG of Client data such that the data contained in the Synthetic Data output file does not contain any personally identifiable information and cannot be associated with any personally identifiable information.

10. Platform Changes. OSG may discontinue the supply and support of an OSG platform or solution (an "OSG Element") or third party software or services which form an integral part or are otherwise fundamental to the ability of OSG to deliver the Services (an "Embedded Third Party Element") used to provide the Services (a) if, with respect to an Embedded Third Party Element or an OSG Element that requires the use of an Embedded Third Party Element, OSG can no longer secure the supply of such Embedded Third Party Element despite its commercially reasonable efforts to do so, (b) if the continued supply and support of such OSG Element or Embedded Third Party Element (i) poses a security issue that, after commercially reasonable efforts cannot be mitigated or (ii) causes or will cause OSG to violate applicable law, or (c) upon no less than 45 calendar days' notice; provided that in each case of foregoing clauses (a) through (c), OSG makes available concurrent with or prior to such discontinuation a functionally equivalent replacement on similar fees, terms and conditions as the discontinued OSG Element or Embedded Third Party Element.

11. Limitation of Warranties. Except as explicitly set forth in a SOW, OSG makes no representation or warranty of any kind, express or implied, with respect to the Services, and any warranty as to merchantability or fitness for particular purpose are hereby excluded and disclaimed.

12. OSG Indemnity. OSG shall indemnify, defend and hold Client harmless against third party claims that OSG's Services infringe any third party's intellectual property rights.

13. Client Agreements and Indemnity. Client represents and warrants that it (a) complies with all applicable law in relation to its solicitation, collection, use, processing (directly and indirectly through OSG as a processor) and disclosure of Personal Information and (b) has the lawful right under applicable law (whether by consent, derogation or other means) to collect, transfer and process such Personal Information, including the transfer to and processing by OSG as prescribed in this Agreement and an applicable SOW. As used herein, "Personal Information" is to be construed broadly, and means any information OSG processes for Client that (i) identifies or relates to an individual who can be identified directly or indirectly from that data alone or in combination with other information or (ii) is defined as protected personal information by any federal or state laws and regulations that apply to the Services or Client's services or offerings. Client shall indemnify, defend at its own expense and hold OSG and OSG Affiliates harmless from any third party claim asserted against OSG resulting from (x) Client's breach of its representations and warranties set forth in this Section 8 and (y) Client's print or other files infringing or misappropriating a third party's intellectual property or other rights.

14. Limitation of Liability. OSG's aggregate liability under this Agreement and any SOW for any damages or liability in connection with the Services will not exceed the lesser of the fees paid by Client (excluding any postage, taxes, materials or shipping fees) (a) under the affected SOW or (b) if such SOW has a Services duration of 6 months or longer, in the 6 month period immediately preceding the date on which the claim or liability accrued. In no event will OSG be liable for any consequential, special, indirect, incidental or similar damages, all of which are expressly excluded.

15. Force Majeure; Other Changes. Except for Client's payment obligations, each Party shall be excused from performance hereunder and not be liable to the extent that performance is prevented, delayed or obstructed by causes beyond its reasonable control. Performance times shall be considered extended for a period equivalent to the time lost due to such delay. Fees and prescribed service levels are subject to Client initiated changes and any industry shortages in materials or increases in manufacturing experienced after acceptance of a SOW.

16. Notices. Notices shall be in writing or via email to the addresses set forth on the signature page hereto, and effective upon receipt. Each Party may change its respective Authorized Representative (as noted below) by providing written notice thereof to the other Party.

17. Miscellaneous. This Agreement shall be governed in all respects by the laws of the state of Illinois to the exclusion of its conflict of laws' provisions, and Client submits to the exclusive jurisdiction of the federal and states courts sitting in Cook County, Illinois. This Agreement, including any SOW(s), may only be modified by a writing signed by an authorized representative of each Party.

{SIGNATURE PAGE TO FOLLOW}



IN WITNESS WHEREOF, this Agreement is executed and delivered as of the Effective Date.

Output Services Group, Inc. d/b/a OSG

Town of Warrenton

By: _____
Name Printed: _____
Title: _____
Date: _____

By: _____
Name Printed: _____
Title: _____
Date: _____

Addresses for Notice:

**Town of Warrenton
113 S. Bragg St.
Warrenton, NC 27589**

**Output Services Group, Inc.
900 Kimberly Drive
Carol Stream, IL 60188 60603 U.S.A.
Tel: 1 (630) 597-9100
Email: contractadministration@osgconnect.com
Attn: CEO and General Counsel**

Client Authorized Representative:

Name: _____
Title: _____
Email: _____

OSG Authorized Representative:

Name: _____
Title: _____
Email: _____

Exhibit A: Statement of Work

a. Inventory Controls

- i. OSG maintains inventory controls.
- ii. Paper and Envelope stock will be supplied as part of the OSG packaged services.
- iii. Items included are:
 - 1. 24lb. OCR or ink jet treated paper.
 - 2. OSG Standard # 10 large double window envelope
 - 3. OSG Standard # 9 single window business reply envelope
- iv. OSG may modify or substitute supplies necessitated by supply chain constraints.

b. Input Controls

- i. Customer transmits a valid data file via a secure API connection. OSG will confirm the validity of the data file format to support the application.
- ii. Successful transmission is indicated when system provides user with valid account number (ticket number)
- iii. Processing commences:
 - 1. Page and invoice counts are verified against customer counts from on-line work order.
 - 2. Addresses are verified for deliverability and postal coded for presort mail discounts.
- iv. Pre-production sampling is performed to check the accuracy of the invoice dates, messages, alignment, etc.
- v. Once all input controls are verified, the file is scheduled for production

c. Printing Controls

- i. High Speed Printers are utilized within OSG's customized workflow system.
- ii. Throughout the printing process:
 - 1. Monitor print quality and output sequences.
 - 2. Final review of output, and verification of presort mailing information.
- iii. Reprint any invoices via account recovery program.
- iv. Provide accurate workflow tracking throughout the process.

d. Inserting Controls

- i. Pre-production machine inspection insures proper material use.
- ii. Verify control totals to ensure all printed pages are inserted.
- iii. "Intelligent" inserters electronically monitor insertion and folding integrity throughout.
- iv. Postage totals are verified after each mailing.
- v. Ability to monitor piece, set, and set to set integrity.
- vi. Verify all totals prior to release to the post office.

- e. **Turnaround Commitments. Customer Approved** files delivered to OSG by 10:00 AM EST, will be processed, printed, and mailed within two (2) Business Days thereafter ("Business Days" defined as Monday through Friday excluding USPS holidays) . Complex insertion requirements may require different turnaround times to be mutually agreed upon by the parties.

f. Pricing

Standard Package Cost	\$0.1250 (Per Package)
Inserts & Overflow pages	\$0.05 (Per page)

Product Description

- **Standard Package Cost**
 - **Paper** – White, 8.5 x 11, 24 lb.
 - **Processing Components** – color ink, duplex printed, processing, printing, folding, inserting, delivery to USPS.
 - **Envelopes** - #10 double window outer envelope | #9 single window remit envelope
- **Inserts & Overflow Pages** - Additional pages beyond the first page of any package (includes: White, 8.5 x 11, 24 lb., color ink, duplex printed, processing, printing, folding, inserting)

Processing

Householding	\$0.03 (Per record grouped)
NCOA	\$400.00/year
Setup Fee	\$125 (Per hour)

Product Description

- **Householding** – Per record charge to group like names/addresses into one envelope for postal savings.
- **NCOA, CASS, LACS, DPV – Addressing** – All addresses updated per USPS requirements for presort. Address report supplied to client for all addresses that updated or failed. Required service.
- **Setup fee** – Hourly programming fee for setup.

Ancillary Services

Return Mail Processing	\$0.12 (Per processed piece)
Hourly Programming Fee	\$175 (Per hour)

Product Description

- **Return Mail Processing** – OSG handles return mail and depending on your preferences, we can either scan or securely destroy returned mail or forward the mail, if possible, using the USPS address database.
- **Hourly Programming Fee** - Covering future change requests (custom programming/change requests after initial implementation)

Optional Services

Secure Archive	\$400.00/year
PDF Transfer Fee	\$0.01/record
MailTrek	\$400.00/year

Product Description

- **Secure Archive** – Online viewing portal of all notices. Retention period – 18 months.
- **PDF Transfer fee** – Per record fee to transfer PDFs via FTP or online.
- **MailTrek** - Mail tracking service providing real time updates on the progress of mail delivery.