



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

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

BOARD OF COMMISSIONERS REGULAR MEETING

7:00 PM Board Meeting

September 8, 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 Board Meeting August 11, 2025, Minutes of Public Hearings August 11, 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 Reports
 - e. WWTP Monthly Report
 - f. Police Activity Reports
 - g. Action Items from Prior BOC Meeting
 - h. Status of Grants
6. Committee Reports
 - a. Finance and Administration (Ms. Hunter)
 - b. Public Works (Mr. Blalock)
 - i. Grant Resolution/Acceptance – Monica Thornton (USDA)
 - c. Public Safety (Mr. Ayscue)
 - d. Human Resources/Information Technology (Mr. White)
 - e. Revitalization/Historic District Commission (Mr. Coffman)
 - f. Beautification/Facilities (Ms. Sourelis)
 - i. Faded Bows on Christmas Wreaths
 - g. Planning/Zoning/Annexation (Mr. Young)
7. Old Business
 - a. Update on OSG Water Bill Mailings – for information
8. New Business
 - a. Project Presentation – Heather, Christine
 - b. Budget Amendment – Heather, Christine Project – for consideration
 - c. Christmas Parade Application – for consideration
 - d. Parade Resolutions – Christmas, Firemen, Homecoming – for consideration
 - e. Policy Details for Water/Sewer Accounts – for consideration
 - f. Flood Prevention Ordinance – for discussion and consideration
 - g. Update of Angled Parking along College St – for discussion and consideration
 - h. Special Use Permit Applications – for discussion and referral to Planning Board
 - i. Resolution for Fall Funding 2025 – Water/Sewer AIA – for consideration
9. Announcements
10. Closed Session per NC GS 143-318.11 (a)(5)
11. Adjournment

Conflict of Interest Disclaimer

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

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

Citizen Comments

Rules for Citizen Comments

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

**Town of Warrenton
Board of Commissioners**



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Robert F. Davie, Jr. – Town Administrator

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BOARD OF COMMISSIONERS REGULAR MONTHLY MEETING

August 11, 2025

7:00 P.M.

Minutes

Those in attendance were:

| | |
|---------------------------------------|----------------------------|
| Mayor Walter Gardner | Commissioner Mary Hunter |
| Commissioner Nat White | Commissioner Dian Sourelis |
| Commissioner Michael Coffman | Commissioner John Blalock |
| Commissioner Jason Young | |
| Robert Davie, Town Administrator | |
| Bill Perkinson, Public Works Director | |
| David Elliott, Chief of Police | |
| 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, August 11, 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 Sourelis.

Conflict of Interest Statement and Proposed Agenda

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

New Business

- (d) Resolution Designation of Applicant's Agent for FEMA Grant– for discussion and consideration.

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

Public Comments

There were none.

Minutes

The minutes of the July 14, 2025, Board of Commissioners meeting were presented. Town Administrator, Robert Davie requested two grammatical corrections to the minutes. Commissioner Coffman made a motion to approve the minutes as amended, with a second by Commissioner Young. 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) Response Letter to Dwayne Hicks

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

Committee Reports

- (a) Finance and Administration – Commissioner Hunter had no additional report other than agenda items. Mrs. Hunter informed the Board that the auditors were on site last week and the audit findings are expected in October.
- (b) Public Works – Commissioner Blalock had no additional report other than agenda items. Public Works Director, Bill Perkinson, informed the Board that the issue of unaccounted water continues to be a priority.
- (c) Public Safety – Commissioner Ayscue was not in attendance. Chief of Police, David Elliott presented the incident summary for the month of July 2025. After brief explanation, Chief Elliott presented the application for the Firemen's Day Parade on September 20, 2025, for approval. Commissioner Young made a motion to approve the application for the parade pending NC DOT approval, with a second by Commissioner Sourelis. The motion was approved by unanimous vote. Chief Elliott informed the Board that the use of FLOCK cameras and TLO software had been instrumental in obtaining information on several active cases.
- (d) Human Resources – Information Technology – Commissioner White had no additional report other than agenda items. Town Administrator, Robert Davie, informed the Board that the Public Works Department currently has two vacant positions.
- (e) Revitalization/Historic District Commission – Commissioner Coffman informed the Board that planning continues for the Harvest Moon Festival on October 11, 2025. He stated that the Historic District Commission did not receive any Certificate of Appropriateness applications for July 2025.
- (f) Beautification/Facilities – Commissioner Sourelis had no additional report other than agenda items.
- (g) Planning/Zoning/Annexation – Commissioner Young had no additional report other than agenda items.

Old Business

Status of Grants –for information

NC DEQ Wastewater – 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 the 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. Awaiting further direction/meetings from Municipal Engineering.

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. Closeout Public Hearing on August 11, 2025. Town Administrator, Robert Davie, requested Board approval for closeout of the CDBG NC Neighborhood Revitalization Program. Commissioner Coffman made a motion to approve the closeout as presented, with a second by Commissioner White. The motion was approved by unanimous vote. Mayor Gardner expressed the Town’s appreciation to Mike Scott for his help with this grant.

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 began on 5/5/2025. Recently approved is a request to spend remaining funds by Golden Leaf Foundation on 220 feet stormwater piping connecting to the project area, which will repair piping that has separated and caused sinkholes.

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. Cohort underway. Cohort of eight companies have completed six training sessions, including one-on-one and group training. A final event was held at RTP on July 29 with funding representatives from NC Rural Center, NCIDEA, and others.

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 in Fall 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 \$141,000. This 100% grant has been awarded to the Town of Warrenton. Contract from NCDEQ is forthcoming.
- Spring round of funding from NCDEQ has been preliminarily announced. Warrenton is on the list of approved grants, ranking #7 out of fifty-four applicants. More to come as final announcements are made.

New Business

- (a) **Repair of Siren - for discussion and consideration** - Commissioner Hunter discussed the possibilities of removing and repairing the siren with little or no cost to the Town. She informed the Board that Commissioner Ayscue has stated that the siren can be removed with the Warrenton Rural Volunteer Fire Department's ladder truck. Commissioner Young stated that he and his brother, after looking at the siren, feel that the bearings need to be replaced, which work they could perform. Commissioner Hunter further stated that private donations had been offered to cover costs if necessary. Commissioner Hunter motioned to remove the siren with ladder truck with subsequent repairs to be made by Jason Young. Discussion by Commissioners White and Blalock on the motion revolved around the Town paying up to \$200 for repair. Commissioner Hunter revised her motion to include up to \$200 from the town toward the repair cost. Commissioner Coffman seconded the motion and the motion was approved by unanimous vote.
- (b) **USDA Grant Application – for discussion and consideration** – Town Administrator, Robert Davie presented the USDA Grant Application for the purchase of Leaf Machine at a cost of approximately \$93,000 with \$50,000 being grant funds and the balance a loan from the USDA at a rate of \$9898 per year for five years with an interest of 4.875%. Commissioner Blalock made a motion to approve the grant application with a second by Commissioner Sourelis. The motion was approved by unanimous vote.
- (c) **Request for Parade Approval (Homecoming Alumni) – for discussion and consideration** – Chief Elliott presented the proposed request for a Homecoming Parade by Warren County Schools on October 3, 2025, at 4:00 P.M. Commissioner White inquired if there were enough volunteers to accommodate the request. Chief Elliott stated that he was confident they would have enough volunteers. Commissioner Coffman made a motion to approve the application with a second by Commissioner White. The motion was approved by unanimous vote.
- (d) **Resolution Designation of Applicant's Agent for FEMA Grant– for discussion and consideration** – Town Administrator, Robert Davie, presented the Resolution for Designation of Applicant's Agent for a FEMA Hazard Mitigation Grant Public Works Director, Bill Perkinson, stated that the generators will be for lift stations at Red Hill Loop and Ridgeway-Warrenton Road locations. Commissioner Blalock made a motion to approve the resolution as presented with a second by Commissioner Coffman. The motion was approved by unanimous vote.

Announcements – There were none.

With no further business, the meeting was adjourned.



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PUBLIC HEARING
CDBG Neighborhood Revitalization Grant Closeout
August 11, 2025
6:45 PM

Mayor Gardner called the Public Hearing of the Town of Warrenton Board of Commissioners to order on Monday, August 11, 2025, at 6:45 p.m. The purpose of this public hearing is to invite citizen comments on the Notice of Closeout of the 2018 CDBG Neighborhood Revitalization Program. Those attending were Mayor Walter Gardner, Town Administrator, Robert Davie, Commissioners Mary Hunter, John Blalock, Michael Coffman, Nat White, Dian Sourelis, and Jason Young.

Mayor Gardner asked for public comments.

There were no public comments. After allowing time for comments the Public Hearing was adjourned.



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PUBLIC HEARING
USDA Grant Application
August 11, 2025
6:45 PM

Mayor Gardner called the Public Hearing of the Town of Warrenton Board of Commissioners to order on Monday, August 11, 2025, at 6:45 p.m. The purpose of this public hearing is to invite citizen comments pertaining to the proposed purchase of a Tow-behind Leaf Machine for the Public Works Department. Those attending were Mayor Walter Gardner, Town Administrator, Robert Davie, Commissioners Mary Hunter, John Blalock, Michael Coffman, Nat White, Dian Sourelis, and Jason Young.

Mayor Gardner asked for public comments.

There were no public comments. After allowing time for comments the Public Hearing was adjourned.



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PUBLIC HEARING
Zoning Change
August 11, 2025
6:45 PM

Mayor Gardner called the Public Hearing of the Town of Warrenton Board of Commissioners to order on Monday, August 11, 2025, at 6:45 p.m. The purpose of this public hearing is to invite citizen comments on the Zoning Change in the Special Use permit for Breweries, Bars, and Distilleries, allowing in areas zoned “Industrial” and pertaining to an existing brewery. Those attending were Mayor Walter Gardner, Town Administrator, Robert Davie, Commissioners Mary Hunter, John Blalock, Michael Coffman, Nat White, Dian Sourelis, and Jason Young.

Mayor Gardner asked for public comments.

There were no public comments. After allowing time for comments the Public Hearing 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
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Period Ending 8/31/2025

| 34 FRONTIER WARREN | | | | | | | |
|--|--|------------------|------------------|--------------------|--------------------|--------------------|-------------|
| Description | Budget | Encumbrance | MTD | QTD | YTD | Variance | Percent |
| Revenues | | | | | | | |
| 34-335-340 State Econ & Infra Dev Grant FW Rev | 13,333 | 0.00 | 39,999.99 | 0.00 | 0.00 | (13,333.00) | |
| 34-351-422 Rent Paid to Town Frontier Warren | 41,850 | 0.00 | 2,690.00 | 3,530.00 | 3,530.00 | (38,320.00) | 8% |
| 34-381-037 Transfer in from GF | 1,988 | 0.00 | 0.00 | 0.00 | 0.00 | (1,988.00) | |
| Revenues Totals: | 57,171 | 0.00 | 42,689.99 | 3,530.00 | 3,530.00 | (53,641.00) | 6% |
| Expenses | | | | | | | |
| 34-405-203 Supplies | 300 | 0.00 | 34.26 | 34.26 | 34.26 | 265.74 | 11% |
| 34-405-250 Lights/Heat/Security | 3,000 | 1,650.51 | 269.25 | 524.49 | 524.49 | 825.00 | 73% |
| 34-405-251 Telephone/Internet | 2,900 | 2,120.00 | 494.40 | 684.40 | 684.40 | 95.60 | 97% |
| 34-405-255 Bldg Maint/Clean Srvs | 2,800 | 150.00 | 0.00 | 287.00 | 287.00 | 2,363.00 | 16% |
| 34-405-400 Liability Insurance | 38 | 0.00 | 0.00 | 0.00 | 0.00 | 38.00 | |
| 34-405-422 Rent Paid by Town | 34,500 | 24,000.00 | 3,000.00 | 9,000.00 | 9,000.00 | 1,500.00 | 96% |
| 34-405-499 Miscellaneous | 300 | 0.00 | 0.00 | 0.00 | 0.00 | 300.00 | |
| Non-Departmental Totals: | 43,838 | 27,920.51 | 3,797.91 | 10,530.15 | 10,530.15 | 5,387.34 | 88% |
| 34-432-701 State Econ & Infra Dev Grant FW Exp | 13,333 | 0.00 | 0.00 | 13,333.33 | 13,333.33 | (0.33) | 100% |
| Totals: | 13,333 | 0.00 | 0.00 | 13,333.33 | 13,333.33 | (0.33) | 100% |
| Expenses Totals: | 57,171 | 27,920.51 | 3,797.91 | 23,863.48 | 23,863.48 | 5,387.01 | 91% |
| 34 FRONTIER WARREN | Revenues Over/(Under) Expenses: | | 38,892.08 | (20,333.48) | (20,333.48) | | |

Budget vs Actual

Town of Warrenton
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Period Ending 8/31/2025

| 37 GENERAL FUND | | | | | | | |
|---|---------|-------------|-------------|-------------|-------------|--------------|---------|
| Description | Budget | Encumbrance | MTD | QTD | YTD | Variance | Percent |
| Revenues | | | | | | | |
| 37-302-301 Ad Valorem Taxes - Current | 620,784 | 0.00 | (25,434.90) | (25,434.90) | (25,434.90) | (646,218.90) | -4% |
| 37-302-302 Ad Valorem Taxes - Prior Year | 5,000 | 0.00 | 0.00 | 366.18 | 366.18 | (4,633.82) | 7% |
| 37-302-303 Ad Valorem Taxes - all other prior years | 2,000 | 0.00 | 36.18 | (330.00) | (330.00) | (2,330.00) | -17% |
| 37-302-304 Ad Valorem Taxes - Penalties & Interest | 2,200 | 0.00 | 208.57 | 645.65 | 645.65 | (1,554.35) | 29% |
| 37-307-310 Motor Vehicles - Current | 41,054 | 0.00 | 6,323.91 | 6,323.91 | 6,323.91 | (34,730.09) | 15% |
| 37-320-320 Local Option Sales Tax Monthly | 377,000 | 0.00 | 31,661.96 | (29,184.04) | (29,184.04) | (406,184.04) | -8% |
| 37-325-325 Utility Franchise Tax Quarterly | 88,600 | 0.00 | 0.00 | (19,400.00) | (19,400.00) | (108,000.00) | -22% |
| 37-325-328 Refund of Gas Tax paid monthly | 1,000 | 0.00 | 307.49 | (30.25) | (30.25) | (1,030.25) | -3% |
| 37-325-330 Solid Waste Disposal Tax Qrly | 600 | 0.00 | 150.56 | 150.56 | 150.56 | (449.44) | 25% |
| 37-335-335 Powell Bill | 33,916 | 0.00 | 0.00 | 0.00 | 0.00 | (33,916.00) | |
| 37-345-344 Historic District Comm Fees | 200 | 0.00 | 0.00 | 0.00 | 0.00 | (200.00) | |
| 37-345-345 Zone Board of Adj | 1,800 | 0.00 | 1,100.00 | 1,150.00 | 1,150.00 | (650.00) | 64% |
| 37-345-346 Code Enforcement | 3,500 | 0.00 | 225.00 | 300.00 | 300.00 | (3,200.00) | 9% |
| 37-351-353 Landfill Fees Residential | 208,926 | 0.00 | 18,239.13 | 35,925.28 | 35,925.28 | (173,000.72) | 17% |
| 37-351-355 Cemetery Fees | 700 | 0.00 | 0.00 | 0.00 | 0.00 | (700.00) | |
| 37-351-356 Police Rpt Fees | 50 | 0.00 | 0.00 | 0.00 | 0.00 | (50.00) | |
| 37-351-357 Court Fees | 200 | 0.00 | 0.00 | 9.00 | 9.00 | (191.00) | 5% |
| 37-351-360 Cell Tower Rent | 64,680 | 0.00 | 2,964.50 | (808.50) | (808.50) | (65,488.50) | -1% |
| 37-351-361 Parking/Ordinance Collections PD | 100 | 0.00 | 0.00 | 0.00 | 0.00 | (100.00) | |
| 37-351-401 Debt Setoff Landfill | 100 | 0.00 | 0.00 | 0.00 | 0.00 | (100.00) | |
| 37-365-001 Interest Income | 60 | 0.00 | 0.00 | 1.71 | 1.71 | (58.29) | 3% |
| 37-365-002 NCCMT Debt Setoff Disbursement | 500 | 0.00 | 0.00 | 0.00 | 0.00 | (500.00) | |
| 37-365-351 Revitalization Comm | 25,000 | 0.00 | 1,500.00 | 1,500.00 | 1,500.00 | (23,500.00) | 6% |
| 37-365-354 Quilters Lane Revenue | 750 | 0.00 | 0.00 | 0.00 | 0.00 | (750.00) | |
| 37-365-358 Branded Merchandise for Sale | 1,000 | 0.00 | 0.00 | 0.00 | 0.00 | (1,000.00) | |

Budget vs Actual

Town of Warrenton
9/2/2025 10:22:45 AM

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Period Ending 8/31/2025

| 37 GENERAL FUND | | | | | | | |
|--|-----------|-------------|-----------|------------|------------|----------------|---------|
| Description | Budget | Encumbrance | MTD | QTD | YTD | Variance | Percent |
| 37-365-370 WWTP 25% of GF Exp | 64,057 | 0.00 | 0.00 | 5,190.16 | 5,190.16 | (58,866.84) | 8% |
| 37-365-371 WS 25% of GF Exp | 122,255 | 0.00 | 0.00 | 13,054.77 | 13,054.77 | (109,200.23) | 11% |
| 37-365-374 Insurance Proceeds GF | 0 | 0.00 | 0.00 | 4,144.20 | 4,144.20 | 4,144.20 | |
| 37-365-401 Mis/Revenue/License Tags | 100 | 0.00 | 0.00 | 0.00 | 0.00 | (100.00) | |
| 37-365-410 Interest Investment NCCMT | 24,000 | 0.00 | 0.00 | 2,132.03 | 2,132.03 | (21,867.97) | 9% |
| Revenues Totals: | 1,690,132 | 0.00 | 37,282.40 | (4,294.24) | (4,294.24) | (1,694,426.24) | 0% |
| Expenses | | | | | | | |
| 37-401-010 Salary - Full Time | 181,117 | 0.00 | 17,399.16 | 31,921.52 | 31,921.52 | 149,195.48 | 18% |
| 37-401-012 Salary - Adm Assistant | 56,039 | 0.00 | 6,403.20 | 10,672.00 | 10,672.00 | 45,367.00 | 19% |
| 37-401-020 ER-FICA Taxes | 13,856 | 0.00 | 1,330.32 | 2,440.80 | 2,440.80 | 11,415.20 | 18% |
| 37-401-021 ER-FICA Taxes - Adm Assistant | 4,287 | 0.00 | 489.12 | 815.20 | 815.20 | 3,471.80 | 19% |
| 37-401-030 ER-Retirement - Orbit | 49,257 | 0.00 | 5,046.09 | 9,029.81 | 9,029.81 | 40,227.19 | 18% |
| 37-401-040 ER-Health Insurance | 35,000 | 3,684.20 | 242.52 | 3,245.03 | 3,245.03 | 28,070.77 | 20% |
| 37-401-050 ER-Life Insurance | 570 | 465.00 | 46.50 | 93.00 | 93.00 | 12.00 | 98% |
| 37-401-060 ER-Workman's Comp | 400 | 137.68 | 262.32 | 262.32 | 262.32 | 0.00 | 100% |
| 37-401-200 Travel Expense | 2,000 | 400.00 | 0.00 | 0.00 | 0.00 | 1,600.00 | 20% |
| 37-401-203 Supplies | 5,000 | 178.35 | 165.39 | 267.89 | 267.89 | 4,553.76 | 9% |
| 37-401-250 Light, Heat & Security | 8,500 | 3,146.43 | 326.24 | 638.57 | 638.57 | 4,715.00 | 45% |
| 37-401-251 Telephone & Postage | 4,000 | 2,103.67 | 245.17 | 499.19 | 499.19 | 1,397.14 | 65% |
| 37-401-255 Bldg. Maint/ Clean SVS | 16,918 | 5,154.72 | 16.66 | 1,807.28 | 1,807.28 | 9,956.00 | 41% |
| 37-401-256 Bank Fees/ Petty Cash | 3,750 | 0.00 | 300.00 | 600.00 | 600.00 | 3,150.00 | 16% |
| 37-401-295 Training | 5,000 | 0.00 | 0.00 | 340.00 | 340.00 | 4,660.00 | 7% |
| 37-401-301 Computer Maint | 9,000 | 7,149.66 | 475.29 | 1,644.83 | 1,644.83 | 205.51 | 98% |
| 37-401-302 Software Support | 1,000 | 395.78 | 58.17 | 470.67 | 470.67 | 133.55 | 87% |
| 37-401-304 Website | 800 | 0.00 | 0.00 | 0.00 | 0.00 | 800.00 | |
| 37-401-305 Technology Upgrades | 1,000 | 0.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | |
| 37-401-306 Awning 25% Fund | 500 | 0.00 | 0.00 | 0.00 | 0.00 | 500.00 | |
| 37-401-307 Special Events | 2,500 | 0.00 | 25.00 | 25.00 | 25.00 | 2,475.00 | 1% |
| 37-401-309 Advertising | 2,270 | 0.00 | 0.00 | 0.00 | 0.00 | 2,270.00 | |

Budget vs Actual

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Period Ending 8/31/2025

| 37 GENERAL FUND | | | | | | | |
|--|---------|-------------|-------------|-----------|-----------|------------|---------|
| Description | Budget | Encumbrance | MTD | QTD | YTD | Variance | Percent |
| 37-401-310 Dues & Subscriptions | 4,000 | 426.00 | 220.00 | 2,303.00 | 2,303.00 | 1,271.00 | 68% |
| 37-401-325 NC Sales/Use Tax Paid (No Tax) | 2,000 | 0.00 | 0.00 | 1,170.11 | 1,170.11 | 829.89 | 59% |
| 37-401-400 Liability Insurance | 7,800 | 72.45 | 0.00 | 0.00 | 0.00 | 7,727.55 | 1% |
| 37-401-401 County Tax Collection Svs | 8,000 | 0.00 | 39.66 | 153.91 | 153.91 | 7,846.09 | 2% |
| 37-401-405 Audit Expense | 13,117 | 7,500.90 | 757.30 | 5,199.10 | 5,199.10 | 417.00 | 97% |
| 37-401-410 Election Cost | 8,500 | 0.00 | 0.00 | 0.00 | 0.00 | 8,500.00 | |
| 37-401-415 Economic Development | 268 | 268.08 | 0.00 | 0.00 | 0.00 | 0.00 | 100% |
| 37-401-420 Attorney Fees | 3,500 | 1,200.00 | 0.00 | 1,200.00 | 1,200.00 | 1,100.00 | 69% |
| 37-401-497 Sales & Uses Tax Expense | 0 | 0.00 | 2,072.13 | 5,084.50 | 5,084.50 | (5,084.50) | |
| 37-401-499 Miscellaneous Expense | 1,732 | 0.00 | (26,022.39) | 30.00 | 30.00 | 1,701.92 | 2% |
| 37-401-802 Truist Parking Lot Loan Principal | 10,576 | 0.00 | 0.00 | 5,218.99 | 5,218.99 | 5,357.01 | 49% |
| 37-401-832 Truist Parking Lot Loan Interest | 5,667 | 0.00 | 0.00 | 2,902.01 | 2,902.01 | 2,764.99 | 51% |
| 37-401-998 Contingency | 5,000 | 0.00 | 0.00 | 0.00 | 0.00 | 5,000.00 | |
| General Government Totals: | 472,924 | 32,282.92 | 9,897.85 | 88,034.73 | 88,034.73 | 352,606.35 | 25% |
| 37-402-014 Mayor Part Time Salary | 1,500 | 0.00 | 125.00 | 250.00 | 250.00 | 1,250.00 | 17% |
| 37-402-020 ER - FICA TAXES | 115 | 0.00 | 9.56 | 19.12 | 19.12 | 95.88 | 17% |
| 37-402-060 Workers Comp Mayor & Council | 70 | 21.71 | 48.29 | 48.29 | 48.29 | 0.00 | 100% |
| 37-402-200 Travel Expense | 300 | 0.00 | 0.00 | 0.00 | 0.00 | 300.00 | |
| 37-402-295 Training | 1,500 | 0.00 | 0.00 | 0.00 | 0.00 | 1,500.00 | |
| 37-402-402 Commission offsite meetings | 200 | 0.00 | 0.00 | 0.00 | 0.00 | 200.00 | |
| Governing Body Totals: | 3,685 | 21.71 | 182.85 | 317.41 | 317.41 | 3,345.88 | 9% |
| 37-405-345 Zoning/Ordinances | 7,500 | 0.00 | 378.00 | 6,878.00 | 6,878.00 | 622.00 | 92% |
| 37-405-407 Branded Clothing Sales | 1,000 | 0.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | |
| 37-405-423 Quilters Lane | 1,250 | 0.00 | 1,090.00 | 1,090.00 | 1,090.00 | 160.00 | 87% |
| 37-405-430 Historic District Comm | 220 | 0.00 | 0.00 | 0.00 | 0.00 | 220.00 | |
| 37-405-450 Revitalization Comm | 25,000 | 0.00 | 63.84 | 63.84 | 63.84 | 24,936.16 | 0% |
| 37-405-470 Small Town Maint St | 1,500 | 0.00 | 0.00 | 0.00 | 0.00 | 1,500.00 | |
| Non-Departmental Totals: | 36,470 | 0.00 | 1,531.84 | 8,031.84 | 8,031.84 | 28,438.16 | 22% |

Budget vs Actual

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Period Ending 8/31/2025

| 37 GENERAL FUND | | | | | | | |
|--|---------|-------------|-----------|-----------|-----------|------------|---------|
| Description | Budget | Encumbrance | MTD | QTD | YTD | Variance | Percent |
| 37-501-010 SALARY FULL TIME | 302,419 | 0.00 | 27,336.32 | 48,117.92 | 48,117.92 | 254,300.62 | 16% |
| 37-501-014 Salary - Part Time | 5,000 | 0.00 | 1,800.00 | 2,160.00 | 2,160.00 | 2,840.00 | 43% |
| 37-501-015 Salary-LEO Separation Allowance | 15,000 | 0.00 | 1,085.94 | 2,171.88 | 2,171.88 | 12,828.12 | 14% |
| 37-501-016 Salary - Admin Assistant | 43,827 | 0.00 | 4,994.40 | 8,324.00 | 8,324.00 | 35,503.00 | 19% |
| 37-501-019 Salary - Over-Time | 10,000 | 0.00 | 312.66 | 907.38 | 907.38 | 9,092.62 | 9% |
| 37-501-020 ER-FICA Taxes | 26,431 | 0.00 | 2,693.37 | 4,674.00 | 4,674.00 | 21,757.00 | 18% |
| 37-501-030 ER - Retirement Orbit | 78,982 | 0.00 | 7,398.75 | 13,006.22 | 13,006.22 | 65,975.78 | 16% |
| 37-501-031 ER - 401K 5% | 15,084 | 12,617.55 | 1,382.45 | 2,451.27 | 2,451.27 | 15.18 | 100% |
| 37-501-040 ER - Health Insurance | 55,982 | 2,212.50 | 74.35 | 3,483.22 | 3,483.22 | 50,286.28 | 10% |
| 37-501-050 ER - Life Insurance | 1,152 | 775.00 | 77.50 | 155.00 | 155.00 | 222.00 | 81% |
| 37-501-060 ER - Workman's Comp | 6,525 | 0.00 | 6,525.46 | 6,525.46 | 6,525.46 | 0.00 | 100% |
| 37-501-200 Travel Expense | 1,500 | 800.00 | 0.00 | 0.00 | 0.00 | 700.00 | 53% |
| 37-501-203 Supplies | 5,000 | 657.35 | 133.60 | 133.60 | 133.60 | 4,209.05 | 16% |
| 37-501-204 Uniforms | 5,000 | 0.00 | 19.31 | 63.26 | 63.26 | 4,936.74 | 1% |
| 37-501-205 Equipment & Material | 4,000 | 34.48 | 265.52 | 415.52 | 415.52 | 3,550.00 | 11% |
| 37-501-206 Ammunition | 420 | 0.00 | 0.00 | 0.00 | 0.00 | 420.00 | |
| 37-501-250 Light, Heat & Security | 9,000 | 3,146.43 | 326.24 | 638.57 | 638.57 | 5,215.00 | 42% |
| 37-501-251 Telephone & Postage | 8,106 | 6,284.65 | 681.01 | 1,354.95 | 1,354.95 | 466.44 | 94% |
| 37-501-252 Fuel | 15,000 | 13,503.81 | 1,496.19 | 1,496.19 | 1,496.19 | 0.00 | 100% |
| 37-501-255 Bldg Maint/Clean Svs | 6,580 | 4,590.38 | 16.66 | 1,807.28 | 1,807.28 | 182.34 | 97% |
| 37-501-295 Training | 2,000 | 1,124.96 | 681.86 | 681.86 | 681.86 | 193.18 | 90% |
| 37-501-301 Computer Maint | 9,532 | 7,275.07 | 892.88 | 1,842.42 | 1,842.42 | 414.51 | 96% |
| 37-501-302 Software Support | 9,200 | 8,640.20 | 284.80 | 697.30 | 697.30 | (137.50) | 101% |
| 37-501-318 Freight Charges | 250 | 0.00 | 0.00 | 0.00 | 0.00 | 250.00 | |
| 37-501-351 Maint & Repair Equip | 4,000 | 0.00 | 1,196.00 | 1,196.00 | 1,196.00 | 2,804.00 | 30% |
| 37-501-370 2019 Dodge Car 100 | 1,500 | 500.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | 33% |
| 37-501-371 2017 Dodge Car 200 | 1,500 | 500.00 | 0.00 | 117.02 | 117.02 | 882.98 | 41% |
| 37-501-372 2016 Dodge Car 300 | 1,500 | 704.77 | 295.23 | 545.23 | 545.23 | 250.00 | 83% |
| 37-501-373 2017 Dodge Car 400 | 1,300 | 500.00 | 0.00 | 0.00 | 0.00 | 800.00 | 38% |

Budget vs Actual

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| 37 GENERAL FUND | | | | | | | | |
|---|---------|-------------|-----------|------------|------------|------------|---------|--|
| Description | Budget | Encumbrance | MTD | QTD | YTD | Variance | Percent | |
| 37-501-376 2019 Dodge Car 700 | 1,500 | 500.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | 33% | |
| 37-501-377 2023 Dodge Car 125 | 1,500 | 500.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | 33% | |
| 37-501-378 2023 Dodge Car 225 | 1,500 | 500.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | 33% | |
| 37-501-400 Liability Insurance | 23,797 | 72.45 | 0.00 | 0.00 | 0.00 | 23,724.55 | 0% | |
| 37-501-415 Medical | 3,000 | 0.00 | 0.00 | 0.00 | 0.00 | 3,000.00 | | |
| 37-501-420 Attorney Fees | 12,500 | 0.00 | 0.00 | 0.00 | 0.00 | 12,500.00 | | |
| 37-501-433 COP Program | 3,000 | 230.00 | 0.00 | 0.00 | 0.00 | 2,770.00 | 8% | |
| 37-501-499 Miscellaneous | 862 | 350.00 | 0.00 | 0.00 | 0.00 | 511.96 | 41% | |
| 37-501-804 Police 2019 Cars Loan Principal (USDA) | 5,268 | 0.00 | 0.00 | 0.00 | 0.00 | 5,268.00 | | |
| 37-501-805 Police 2023 Cars Loan Principle (USDA) | 7,651 | 0.00 | 0.00 | 0.00 | 0.00 | 7,651.00 | | |
| 37-501-834 Police 2019 Cars Loan Interest (UDSA) | 158 | 0.00 | 0.00 | 0.00 | 0.00 | 158.00 | | |
| 37-501-835 Police 2023 Cars Loan Interest (USDA) | 1,327 | 0.00 | 0.00 | 0.00 | 0.00 | 1,327.00 | | |
| Police Department Totals: | 707,853 | 66,019.60 | 59,970.50 | 102,965.55 | 102,965.55 | 538,867.85 | 24% | |
| 37-601-014 Salary - Part Time Code Enforcement | 2,682 | 0.00 | 504.32 | 630.40 | 630.40 | 2,051.60 | 24% | |
| 37-601-020 ER-FICA Taxes | 230 | 0.00 | 38.59 | 48.24 | 48.24 | 181.76 | 21% | |
| 37-601-060 Workers Comp | 660 | 66.59 | 593.41 | 593.41 | 593.41 | 0.00 | 100% | |
| 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 | 14,600.00 | 14,600.00 | 73,000.00 | 17% | |
| 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 | 66.59 | 8,436.32 | 15,872.05 | 15,872.05 | 77,989.36 | 17% | |
| 37-651-330 Christmas Lights/Santa House | 1,750 | 0.00 | 0.00 | 0.00 | 0.00 | 1,750.00 | | |
| 37-651-331 Haley Haywood Park | 785 | 0.00 | 0.00 | 0.00 | 0.00 | 785.00 | | |
| 37-651-332 Signs below \$5,000 | 2,000 | 0.00 | 0.00 | 0.00 | 0.00 | 2,000.00 | | |

Budget vs Actual

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Period Ending 8/31/2025

| 37 GENERAL FUND | | | | | | | |
|--|----------|-------------|------------|------------|------------|-------------|---------|
| Description | Budget | Encumbrance | MTD | QTD | YTD | Variance | Percent |
| 37-651-333 Street Beautification - Below \$5,000 | 4,000 | 599.45 | 0.00 | 28.94 | 28.94 | 3,371.61 | 16% |
| 37-651-335 Street Lighting Electric Bill | 32,000 | 25,831.05 | 2,494.08 | 5,168.95 | 5,168.95 | 1,000.00 | 97% |
| Signs and Lights Totals: | 40,535 | 26,430.50 | 2,494.08 | 5,197.89 | 5,197.89 | 8,906.61 | 78% |
| 37-701-010 Salary - Full Time | 86,007 | 0.00 | 9,591.82 | 15,312.04 | 15,312.04 | 70,694.96 | 18% |
| 37-701-019 Over-Time | 1,026 | 0.00 | 0.00 | 0.00 | 0.00 | 1,026.00 | |
| 37-701-020 ER-FICA Taxes | 6,693 | 0.00 | 733.78 | 1,171.36 | 1,171.36 | 5,521.64 | 18% |
| 37-701-030 ER - Retirement - Orbit | 18,171 | 0.00 | 2,033.48 | 3,246.18 | 3,246.18 | 14,924.82 | 18% |
| 37-701-040 ER-Health Insurance | 24,036 | 759.50 | 42.95 | 1,347.61 | 1,347.61 | 21,928.89 | 9% |
| 37-701-050 ER-Life Insurance | 391 | 268.10 | 26.81 | 53.62 | 53.62 | 69.28 | 82% |
| 37-701-060 ER-Workman's Comp | 1,856 | 0.00 | 1,855.50 | 1,855.50 | 1,855.50 | 0.50 | 100% |
| 37-701-203 Supplies | 5,500 | 1,736.88 | 1,138.03 | 1,805.86 | 1,805.86 | 1,957.26 | 64% |
| 37-701-204 Uniforms | 3,400 | 3,113.93 | 286.07 | 286.07 | 286.07 | 0.00 | 100% |
| 37-701-251 Telephone & Postage | 540 | 420.68 | 59.32 | 110.32 | 110.32 | 9.00 | 98% |
| 37-701-252 Fuel | 10,000 | 7,868.14 | 499.54 | 961.86 | 961.86 | 1,170.00 | 88% |
| 37-701-312 Tree Removal | 1,200 | 0.00 | 0.00 | 0.00 | 0.00 | 1,200.00 | |
| 37-701-351 Maint & Repair Equip | 11,930 | 0.00 | 43.83 | 2,164.82 | 2,164.82 | 9,765.18 | 18% |
| 37-701-352 Vehicle Maintenance | 5,000 | 0.00 | 2,249.89 | 2,249.89 | 2,249.89 | 2,750.11 | 45% |
| 37-701-400 Liability Insurance | 9,795 | 0.00 | 0.00 | 0.00 | 0.00 | 9,795.00 | |
| 37-701-431 Street Debris Disposal | 4,500 | 0.00 | 0.00 | 0.00 | 0.00 | 4,500.00 | |
| 37-701-500 Capital Outlay over \$5000 | 2,070 | 0.00 | 0.00 | 2,069.50 | 2,069.50 | 0.50 | 100% |
| 37-701-895 Mowing | (16,000) | 0.00 | (1,333.00) | (2,666.00) | (2,666.00) | (13,334.00) | 17% |
| Streets Totals: | 176,115 | 14,167.23 | 17,228.02 | 29,968.63 | 29,968.63 | 131,979.14 | 25% |
| 37-710-361 Maint & Repair POWELL BILL | 15,000 | 0.00 | 0.00 | 0.00 | 0.00 | 15,000.00 | |
| 37-710-405 Audit Expense POWELL BILL | 100 | 0.00 | 0.00 | 100.00 | 100.00 | 0.00 | 100% |
| Powell Bill Totals: | 15,100 | 0.00 | 0.00 | 100.00 | 100.00 | 15,000.00 | 1% |
| 37-801-010 Salary - Full Time Sanitation | 58,089 | 0.00 | 4,867.03 | 8,476.89 | 8,476.89 | 49,612.11 | 15% |
| 37-801-019 Salary - Over Time Sanitation | 770 | 0.00 | 0.00 | 0.00 | 0.00 | 770.00 | |
| 37-801-020 ER - FICA Sanitation | 4,503 | 0.00 | 370.07 | 645.75 | 645.75 | 3,857.25 | 14% |

Budget vs Actual

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| 37 GENERAL FUND | | | | | | | |
|---|-----------|-------------|-------------|--------------|--------------|--------------|---------|
| Description | Budget | Encumbrance | MTD | QTD | YTD | Variance | Percent |
| 37-801-030 ER - Retirement - Orbit Sanitation | 12,225 | 0.00 | 539.19 | 773.43 | 773.43 | 11,451.57 | 6% |
| 37-801-040 ER - Health Insurance | 15,273 | 87.90 | 8.79 | 292.17 | 292.17 | 14,892.93 | 2% |
| 37-801-050 ER - Life Insurance | 251 | 49.60 | 4.96 | 9.92 | 9.92 | 191.48 | 24% |
| 37-801-060 Workman's Compensation | 3,665 | 1,363.12 | 2,301.88 | 2,301.88 | 2,301.88 | 0.00 | 100% |
| 37-801-203 Supplies | 200 | 335.10 | 0.00 | 64.90 | 64.90 | (200.00) | 200% |
| 37-801-204 Uniforms | 1,976 | 1,731.20 | 244.80 | 244.80 | 244.80 | 0.00 | 100% |
| 37-801-251 Telephone & Postage | 500 | 435.11 | 34.89 | 62.59 | 62.59 | 2.30 | 100% |
| 37-801-252 Fuel | 4,000 | 2,673.79 | 181.53 | 426.21 | 426.21 | 900.00 | 78% |
| 37-801-350 Landfill Fees | 23,112 | 21,214.03 | 1,785.97 | 1,785.97 | 1,785.97 | 112.00 | 100% |
| 37-801-352 Vehicle Maintenance | 1,800 | 0.00 | 1,108.15 | 1,108.15 | 1,108.15 | 691.85 | 62% |
| 37-801-400 Liability Insurance | 5,720 | 0.00 | 0.00 | 0.00 | 0.00 | 5,720.00 | |
| Sanitation Totals: | 132,084 | 27,889.85 | 11,447.26 | 16,192.66 | 16,192.66 | 88,001.49 | 33% |
| 37-901-034 Transfer Out to Frontier Warren | 1,988 | 0.00 | 0.00 | 0.00 | 0.00 | 1,988.00 | |
| 37-901-038 Transfer Out to WS for USDA Loan | 7,281 | 0.00 | 0.00 | 0.00 | 0.00 | 7,281.00 | |
| 37-901-889 Transfer Out to USDA Loan Reserve | 2,169 | 0.00 | 0.00 | 0.00 | 0.00 | 2,169.00 | |
| Transfers Out Totals: | 11,438 | 0.00 | 0.00 | 0.00 | 0.00 | 11,438.00 | |
| Expenses Totals: | 1,690,132 | 166,878.40 | 111,188.72 | 266,680.76 | 266,680.76 | 1,256,572.84 | 26% |
| 37 GENERAL FUND Revenues Over/(Under) Expenses: | | | (73,906.32) | (270,975.00) | (270,975.00) | | |

Budget vs Actual

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| 38 WATER / SEWER | | | | | | | |
|---|------------------|-------------|-------------------|-------------------|-------------------|-----------------------|------------|
| Description | Budget | Encumbrance | MTD | QTD | YTD | Variance | Percent |
| Revenues | | | | | | | |
| 38-351-401 Water Sales | 911,133 | 0.00 | 80,866.59 | 119,332.18 | 119,332.18 | (791,800.82) | 13% |
| 38-351-402 Debt Setoff WATER | 53 | 0.00 | 0.00 | 0.00 | 0.00 | (53.00) | |
| 38-351-404 Sewer Services | 717,364 | 0.00 | 59,595.62 | 91,023.29 | 91,023.29 | (626,340.71) | 13% |
| 38-351-407 Debt Setoff SEWER | 42 | 0.00 | 0.00 | 0.00 | 0.00 | (42.00) | |
| 38-351-408 Town Taps/Connection Fee | 22,000 | 0.00 | 1,900.00 | 3,774.29 | 3,774.29 | (18,225.71) | 17% |
| 38-351-416 Dis/Reconnection Fee | 9,960 | 0.00 | 235.52 | 1,706.72 | 1,706.72 | (8,253.28) | 17% |
| 38-351-417 Fire Sprinkler | 2,620 | 0.00 | 357.00 | 606.60 | 606.60 | (2,013.40) | 23% |
| 38-351-418 Late Fees/Penalty/Cut Off | 20,972 | 0.00 | 1,675.88 | 3,442.78 | 3,442.78 | (17,529.22) | 16% |
| 38-351-419 Returned Check Fee | 987 | 0.00 | 140.00 | 210.00 | 210.00 | (777.00) | 21% |
| 38-351-420 Debt Setoff Late Fees/Penalty/Cut Off | 25 | 0.00 | 0.00 | 0.00 | 0.00 | (25.00) | |
| 38-365-410 Interest/investment Income NCCMT | 13,628 | 0.00 | 0.00 | 1,065.34 | 1,065.34 | (12,562.66) | 8% |
| 38-365-421 Account Activation Fee | 2,925 | 0.00 | 350.00 | 725.00 | 725.00 | (2,200.00) | 25% |
| 38-381-037 Transfer In From GF | 7,281 | 0.00 | 0.00 | 0.00 | 0.00 | (7,281.00) | |
| 38-395-396 Apropriated Fund Balance (Budget Only) | 60,310 | 0.00 | 0.00 | 0.00 | 0.00 | (60,310.00) | |
| Revenues Totals: | 1,769,300 | 0.00 | 145,120.61 | 221,886.20 | 221,886.20 | (1,547,413.80) | 13% |
| Expenses | | | | | | | |
| 38-851-010 Salary Full Time | 124,185 | 0.00 | 11,004.68 | 19,537.56 | 19,537.56 | 104,647.44 | 16% |
| 38-851-014 Salary - Part Time | 12,876 | 0.00 | 1,414.99 | 2,445.04 | 2,445.04 | 10,430.96 | 19% |
| 38-851-019 Salary Over-Time | 7,987 | 0.00 | 68.48 | 278.07 | 278.07 | 7,708.93 | 3% |
| 38-851-020 ER-FICA Taxes | 11,096 | 0.00 | 951.43 | 1,695.36 | 1,695.36 | 9,400.64 | 15% |
| 38-851-030 ER - Retirement Orbit | 25,633 | 0.00 | 1,904.12 | 3,469.75 | 3,469.75 | 22,163.25 | 14% |
| 38-851-040 ER - Health Insurance WATER | 24,997 | 689.50 | (6.75) | 1,607.73 | 1,607.73 | 22,699.77 | 9% |
| 38-851-050 ER - Life Insurance | 382 | 313.20 | 31.32 | 62.64 | 62.64 | 6.16 | 98% |
| 38-851-060 ER - Workman's Comp | 1,112 | 304.64 | 807.36 | 807.36 | 807.36 | 0.00 | 100% |
| 38-851-200 Travel Expense | 215 | 0.00 | 0.00 | 0.00 | 0.00 | 215.00 | |

Budget vs Actual

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| 38 WATER / SEWER | | | | | | | |
|---|---------|-------------|-----------|-----------|-----------|-----------|---------|
| Description | Budget | Encumbrance | MTD | QTD | YTD | Variance | Percent |
| 38-851-203 Supplies | 35,000 | 6,038.88 | 3,229.79 | 4,285.42 | 4,285.42 | 24,675.70 | 29% |
| 38-851-204 Uniforms | 3,120 | 2,857.48 | 262.52 | 262.52 | 262.52 | 0.00 | 100% |
| 38-851-250 Light & Heat & Security | 6,090 | 2,360.54 | 192.65 | 381.96 | 381.96 | 3,347.50 | 45% |
| 38-851-251 Telephone & Postage | 10,896 | 9,531.02 | 787.08 | 1,283.25 | 1,283.25 | 81.73 | 99% |
| 38-851-252 Fuel | 10,000 | 7,263.73 | 595.33 | 836.27 | 836.27 | 1,900.00 | 81% |
| 38-851-255 Bldg. Maint/Clean Svs | 5,113 | 2,436.27 | 8.34 | 903.65 | 903.65 | 1,773.08 | 65% |
| 38-851-260 Electric Tank/Pumps | 3,401 | 1,907.76 | 172.59 | 242.24 | 242.24 | 1,251.00 | 63% |
| 38-851-296 Continuing Education | 1,300 | 0.00 | 0.00 | 0.00 | 0.00 | 1,300.00 | |
| 38-851-301 Computer Maintenance | 5,319 | 4,251.35 | 397.18 | 871.96 | 871.96 | 195.69 | 96% |
| 38-851-302 Software Support | 9,300 | 8,174.84 | 252.59 | 458.84 | 458.84 | 666.32 | 93% |
| 38-851-305 Technology Upgrades | 2,250 | 0.00 | 0.00 | 0.00 | 0.00 | 2,250.00 | |
| 38-851-309 Advertising | 265 | 102.03 | 0.00 | 0.00 | 0.00 | 162.97 | 39% |
| 38-851-310 Dues & Subscriptions | 880 | 125.00 | 12.50 | 25.00 | 25.00 | 730.00 | 17% |
| 38-851-313 State Permits | 1,270 | 0.00 | 0.00 | 0.00 | 0.00 | 1,270.00 | |
| 38-851-345 Water Tank Contract | 21,061 | 15,795.12 | 0.00 | 5,265.04 | 5,265.04 | 0.84 | 100% |
| 38-851-347 Lab Analysis | 1,200 | 930.00 | 70.00 | 70.00 | 70.00 | 200.00 | 83% |
| 38-851-351 Maint. & Repair Equip | 2,165 | 0.00 | 43.83 | 2,164.83 | 2,164.83 | 0.17 | 100% |
| 38-851-352 Vehicle Maintenance | 3,750 | 1,032.49 | 8.42 | 328.34 | 328.34 | 2,389.17 | 36% |
| 38-851-400 Town Liability Insurance | 13,253 | 36.22 | 0.00 | 0.00 | 0.00 | 13,216.78 | 0% |
| 38-851-405 Audit Expense | 6,559 | 3,750.45 | 378.65 | 2,599.55 | 2,599.55 | 209.00 | 97% |
| 38-851-434 WS grant expense | 31,292 | 0.00 | 0.00 | 19.00 | 19.00 | 31,273.00 | 0% |
| 38-851-448 External Contract | 15,000 | 2,372.26 | 0.00 | 11,050.00 | 11,050.00 | 1,577.74 | 89% |
| 38-851-451 Water Purchase | 250,000 | 238,150.64 | 11,849.36 | 11,849.36 | 11,849.36 | 0.00 | 100% |
| 38-851-500 Capital Outlay \$5000 and Above | 2,070 | 0.00 | 0.00 | 2,069.50 | 2,069.50 | 0.50 | 100% |
| 38-851-802 USDA Public Works Trucks - Princ Water | 6,109 | 0.00 | 0.00 | 0.00 | 0.00 | 6,109.00 | |
| 38-851-803 USDA Town Hall/WS Loan Principal | 29,858 | 0.00 | 0.00 | 0.00 | 0.00 | 29,858.00 | |
| 38-851-833 USDA Town Hall/WS Loan | 14,502 | 0.00 | 0.00 | 0.00 | 0.00 | 14,502.00 | |

Budget vs Actual

Town of Warrenton
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Period Ending 8/31/2025

| 38 WATER / SEWER | | | | | | | |
|---|---------|-------------|-----------|-----------|-----------|------------|---------|
| Description | Budget | Encumbrance | MTD | QTD | YTD | Variance | Percent |
| Interest | | | | | | | |
| 38-851-836 USDA Public Works Trucks - Int Water | 856 | 0.00 | 0.00 | 0.00 | 0.00 | 856.00 | |
| 38-851-895 Grass Cutting Expense | 16,000 | 0.00 | 1,333.00 | 2,666.00 | 2,666.00 | 13,334.00 | 17% |
| 38-851-896 WS 25% of GF Expense | 59,399 | 0.00 | 0.00 | 6,527.38 | 6,527.38 | 52,871.62 | 11% |
| 38-851-998 Contingency | 9,009 | 0.00 | 0.00 | 0.00 | 0.00 | 9,009.00 | |
| Water Totals: | 784,770 | 308,423.42 | 35,769.46 | 84,063.62 | 84,063.62 | 392,282.96 | 50% |
| 38-852-010 Salary - Full Time | 124,185 | 0.00 | 10,898.17 | 19,429.72 | 19,429.72 | 104,755.28 | 16% |
| 38-852-014 Salary - Part Time | 12,876 | 0.00 | 1,414.99 | 2,445.04 | 2,445.04 | 10,430.96 | 19% |
| 38-852-019 Salary - Over Time Sewer | 7,987 | 0.00 | 406.52 | 646.65 | 646.65 | 7,340.35 | 8% |
| 38-852-020 ER - FICA Sewer | 11,096 | 0.00 | 972.27 | 1,720.06 | 1,720.06 | 9,375.94 | 16% |
| 38-852-030 ER-Retirement Orbit | 25,633 | 0.00 | 1,896.06 | 3,484.21 | 3,484.21 | 22,148.79 | 14% |
| 38-852-040 ER-Health Insurance SEWER | 24,997 | 689.20 | (6.77) | 1,607.67 | 1,607.67 | 22,700.13 | 9% |
| 38-852-050 ER-Life Insurance | 382 | 313.20 | 31.32 | 62.64 | 62.64 | 6.16 | 98% |
| 38-852-060 ER-Workman's Comp | 1,112 | 304.65 | 807.35 | 807.35 | 807.35 | 0.00 | 100% |
| 38-852-200 Travel Expense | 215 | 0.00 | 0.00 | 0.00 | 0.00 | 215.00 | |
| 38-852-203 Supplies | 28,000 | 5,526.08 | 2,375.77 | 8,035.77 | 8,035.77 | 14,438.15 | 48% |
| 38-852-204 Uniforms | 3,120 | 2,857.48 | 262.52 | 262.52 | 262.52 | 0.00 | 100% |
| 38-852-250 Light & Heat & Security | 7,000 | 2,360.59 | 192.63 | 381.91 | 381.91 | 4,257.50 | 39% |
| 38-852-251 Telephone & Postage | 11,312 | 9,584.82 | 809.96 | 1,313.08 | 1,313.08 | 414.10 | 96% |
| 38-852-252 Fuel | 10,000 | 7,263.72 | 595.34 | 836.28 | 836.28 | 1,900.00 | 81% |
| 38-852-255 Bldg. Maint/Clean Svs | 5,113 | 2,436.28 | 8.34 | 903.65 | 903.65 | 1,773.07 | 65% |
| 38-852-260 Electric Tank/Pumps | 12,000 | 9,844.19 | 903.33 | 1,755.81 | 1,755.81 | 400.00 | 97% |
| 38-852-296 Continuing Education | 1,300 | 0.00 | 85.00 | 85.00 | 85.00 | 1,215.00 | 7% |
| 38-852-301 Computer Maint. | 5,319 | 4,251.24 | 397.18 | 871.95 | 871.95 | 195.81 | 96% |
| 38-852-302 Software Support | 9,300 | 8,174.84 | 252.58 | 458.83 | 458.83 | 666.33 | 93% |
| 38-852-305 Technology Upgrades | 2,250 | 0.00 | 0.00 | 0.00 | 0.00 | 2,250.00 | |
| 38-852-309 Advertising | 500 | 102.02 | 0.00 | 0.00 | 0.00 | 397.98 | 20% |
| 38-852-310 Dues & Subscriptions | 880 | 125.00 | 12.50 | 25.00 | 25.00 | 730.00 | 17% |

Budget vs Actual

Town of Warrenton
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Period Ending 8/31/2025

| 38 WATER / SEWER | | | | | | | | |
|--|---------|-------------|-----------|-----------|-----------|------------|---------|--|
| Description | Budget | Encumbrance | MTD | QTD | YTD | Variance | Percent | |
| 38-852-313 State Permits | 1,500 | 0.00 | 0.00 | 0.00 | 0.00 | 1,500.00 | | |
| 38-852-351 Maint & Repair Equip | 2,165 | 0.00 | 43.83 | 2,164.82 | 2,164.82 | 0.18 | 100% | |
| 38-852-352 Vehicle Maintenance | 3,750 | 1,032.49 | 8.41 | 328.32 | 328.32 | 2,389.19 | 36% | |
| 38-852-400 Liability Insurance | 7,228 | 36.23 | 0.00 | 0.00 | 0.00 | 7,191.77 | 1% | |
| 38-852-405 Audit Expense | 6,559 | 3,750.45 | 378.65 | 2,599.55 | 2,599.55 | 209.00 | 97% | |
| 38-852-434 WS Grant Expense | 15,000 | 0.00 | 0.00 | 19.00 | 19.00 | 14,981.00 | 0% | |
| 38-852-435 Purchase of Sewer Services | 434,416 | 0.00 | 0.00 | 0.00 | 0.00 | 434,416.00 | | |
| 38-852-448 External Contract | 22,000 | 7,310.61 | 0.00 | 0.00 | 0.00 | 14,689.39 | 33% | |
| 38-852-473 WWTP Rehab Annual Payment | 22,073 | 0.00 | 0.00 | 0.00 | 0.00 | 22,073.00 | | |
| 38-852-500 Capital Outlay \$5000 and Above | 2,070 | 0.00 | 0.00 | 2,069.50 | 2,069.50 | 0.50 | 100% | |
| 38-852-802 USDA Public Works Trucks - Princ Sewer | 6,109 | 0.00 | 0.00 | 0.00 | 0.00 | 6,109.00 | | |
| 38-852-803 USDA Town Hall/WS Loan Principal | 29,858 | 0.00 | 0.00 | 0.00 | 0.00 | 29,858.00 | | |
| 38-852-804 NCDEQ Unity, Bute & Battle Sewer Rehab Princ Only | 14,388 | 0.00 | 0.00 | 0.00 | 0.00 | 14,388.00 | | |
| 38-852-809 John Riggans Easement Pmt | 1,000 | 0.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | | |
| 38-852-811 NCDEQ Sewer Rehab Annual Loan- Principal | 13,750 | 0.00 | 0.00 | 0.00 | 0.00 | 13,750.00 | | |
| 38-852-833 USDA Town Hall/WS Loan Interest | 14,502 | 0.00 | 0.00 | 0.00 | 0.00 | 14,502.00 | | |
| 38-852-836 USDA Public Works Trucks - Int Sewer | 856 | 0.00 | 0.00 | 0.00 | 0.00 | 856.00 | | |
| 38-852-837 NCDEQ Sewer Rehab Annual Loan- Interest | 2,200 | 0.00 | 0.00 | 0.00 | 0.00 | 2,200.00 | | |
| 38-852-896 WS 25% of GF Expense | 59,399 | 0.00 | 0.00 | 6,527.39 | 6,527.39 | 52,871.61 | 11% | |
| 38-852-998 Contingency | 11,570 | 0.00 | 0.00 | 0.00 | 0.00 | 11,570.00 | | |
| Sewer Expenses Totals: | 974,970 | 65,963.09 | 22,745.95 | 58,841.72 | 58,841.72 | 850,165.19 | 13% | |
| 38-901-889 Transfer Out to USDA Loan Reserve | 9,560 | 0.00 | 0.00 | 0.00 | 0.00 | 9,560.00 | | |

Budget vs Actual

Town of Warrenton
9/2/2025 10:22:45 AM

| | | | | | | | |
|--|-----------|------------|-----------|------------|------------|--------------|-----|
| Period Ending 8/31/2025 | | | | | | | |
| Transfers Out Totals: | 9,560 | 0.00 | 0.00 | 0.00 | 0.00 | 9,560.00 | |
| Expenses Totals: | 1,769,300 | 374,386.51 | 58,515.41 | 142,905.34 | 142,905.34 | 1,252,008.15 | 29% |
| 38 WATER / SEWER Revenues Over/(Under) Expenses: | | | 86,605.20 | 78,980.86 | 78,980.86 | | |

Budget vs Actual

Town of Warrenton
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Period Ending 8/31/2025

| 39 WWTP | | | | | | | |
|------------------------------------|------------------|-------------|-----------------|-----------------|-----------------|-----------------------|-----------|
| Description | Budget | Encumbrance | MTD | QTD | YTD | Variance | Percent |
| Revenues | | | | | | | |
| 39-351-405 Septic Disposal Service | 49,980 | 0.00 | 1,205.00 | 8,950.00 | 8,950.00 | (41,030.00) | 18% |
| 39-351-470 Town Sewer Revenues | 434,416 | 0.00 | 0.00 | 0.00 | 0.00 | (434,416.00) | |
| 39-351-471 Sewer Revenues - County | 316,092 | 0.00 | 0.00 | 0.00 | 0.00 | (316,092.00) | |
| 39-351-472 Sewer Rev Norlina | 241,310 | 0.00 | 0.00 | 0.00 | 0.00 | (241,310.00) | |
| 39-365-861 Misc Revenue WWTP | 0 | 0.00 | 20.00 | 20.00 | 20.00 | 20.00 | |
| Revenues Totals: | 1,041,798 | 0.00 | 1,225.00 | 8,970.00 | 8,970.00 | (1,032,828.00) | 1% |
| Expenses | | | | | | | |
| 39-861-010 Salary - Full Time | 250,406 | 0.00 | 24,341.19 | 41,971.91 | 41,971.91 | 208,434.09 | 17% |
| 39-861-014 Salary - Part Time | 9,455 | 0.00 | 1,050.00 | 1,820.00 | 1,820.00 | 7,635.00 | 19% |
| 39-861-019 Over-Time | 17,343 | 0.00 | 955.20 | 2,967.87 | 2,967.87 | 14,375.13 | 17% |
| 39-861-020 ER-FICA Taxes | 21,206 | 0.00 | 1,834.70 | 3,250.63 | 3,250.63 | 17,955.37 | 15% |
| 39-861-030 ER - Retirement Orbit | 53,582 | 0.00 | 4,676.44 | 8,517.29 | 8,517.29 | 45,064.71 | 16% |
| 39-861-040 ER- Health Insurance | 46,714 | 1,385.90 | (12.81) | 3,373.73 | 3,373.73 | 41,954.37 | 10% |
| 39-861-050 ER-Life Insurance | 802 | 605.90 | 60.59 | 121.18 | 121.18 | 74.92 | 91% |
| 39-861-060 ER-Workman's Comp | 1,584 | 36.71 | 1,547.29 | 1,547.29 | 1,547.29 | 0.00 | 100% |
| 39-861-200 Travel Expense | 500 | 0.00 | 0.00 | 0.00 | 0.00 | 500.00 | |
| 39-861-203 Supplies | 77,930 | 32,440.96 | 10,191.67 | 20,665.70 | 20,665.70 | 24,823.34 | 68% |
| 39-861-204 Uniforms | 5,460 | 4,927.30 | 532.70 | 532.70 | 532.70 | 0.00 | 100% |
| 39-861-250 Light, Heat & Security | 90,000 | 65,246.32 | 6,026.53 | 12,195.68 | 12,195.68 | 12,558.00 | 86% |
| 39-861-251 Telephone & Postage | 6,778 | 5,727.54 | 579.06 | 1,006.43 | 1,006.43 | 44.03 | 99% |
| 39-861-252 Fuel | 10,250 | 8,378.86 | 707.95 | 821.14 | 821.14 | 1,050.00 | 90% |
| 39-861-296 Continuing Education | 1,500 | 0.00 | 0.00 | 0.00 | 0.00 | 1,500.00 | |
| 39-861-301 Computer Maint. | 9,289 | 6,635.07 | 654.43 | 1,550.02 | 1,550.02 | 1,103.91 | 88% |
| 39-861-302 Software Support | 2,781 | 610.04 | 39.96 | 452.46 | 452.46 | 1,718.50 | 38% |
| 39-861-305 Technology Upgrades | 2,000 | 0.00 | 0.00 | 0.00 | 0.00 | 2,000.00 | |
| 39-861-309 Advertising | 1,000 | 0.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | |
| 39-861-310 Dues & Subscriptions | 154 | 0.00 | 0.00 | 0.00 | 0.00 | 154.00 | |
| 39-861-318 Freight Charges | 2,250 | 1,727.93 | 291.78 | 522.07 | 522.07 | 0.00 | 100% |

Budget vs Actual

Town of Warrenton
9/2/2025 10:22:45 AM

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Period Ending 8/31/2025

| 39 WWTP | | | | | | | |
|---|-----------|-------------|-------------|--------------|--------------|------------|---------|
| Description | Budget | Encumbrance | MTD | QTD | YTD | Variance | Percent |
| 39-861-342 Maint & Repair Plant | 120,000 | 5,804.89 | 5,549.45 | 12,941.26 | 12,941.26 | 101,253.85 | 16% |
| 39-861-344 Sludge Removal | 72,000 | 63,288.50 | 0.00 | 8,711.50 | 8,711.50 | 0.00 | 100% |
| 39-861-345 Beaver Control | 750 | 0.00 | 0.00 | 0.00 | 0.00 | 750.00 | |
| 39-861-346 Lab Material & Supplies | 11,526 | 0.00 | 3,482.71 | 5,471.82 | 5,471.82 | 6,054.18 | 47% |
| 39-861-347 Lab Analysis | 26,300 | 21,083.00 | 1,826.00 | 5,217.00 | 5,217.00 | 0.00 | 100% |
| 39-861-348 Tar - Pamlico Dues | 3,000 | 0.00 | 0.00 | 0.00 | 0.00 | 3,000.00 | |
| 39-861-349 OSHAComp/Safety M&S | 1,500 | 0.00 | 0.00 | 150.00 | 150.00 | 1,350.00 | 10% |
| 39-861-352 Vehicle Maintenance | 4,750 | 688.33 | 16.83 | 252.90 | 252.90 | 3,808.77 | 20% |
| 39-861-400 Liability Insurance | 25,068 | 72.45 | 0.00 | 0.00 | 0.00 | 24,995.55 | 0% |
| 39-861-405 Audit Expense | 13,117 | 7,500.90 | 757.30 | 5,199.10 | 5,199.10 | 417.00 | 97% |
| 39-861-434 WWTP Grant Expenst | 30,000 | 0.00 | 0.00 | 0.00 | 0.00 | 30,000.00 | |
| 39-861-441 Certify Lab Services | 1,000 | 0.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | |
| 39-861-444 Permits & Fees | 15,305 | 8,520.42 | 5,709.00 | 6,784.00 | 6,784.00 | 0.58 | 100% |
| 39-861-446 Influent Debris Removal | 7,044 | 5,868.19 | 1,175.81 | 1,175.81 | 1,175.81 | 0.00 | 100% |
| 39-861-500 Capital Outlay \$5000 and Over | 2,070 | 0.00 | 0.00 | 2,069.49 | 2,069.49 | 0.51 | 100% |
| 39-861-810 NCDEQ WWTP Phase 2 Principal | 23,607 | 0.00 | 0.00 | 0.00 | 0.00 | 23,607.00 | |
| 39-861-897 WWTP 25% of GF Exp | 64,003 | 0.00 | 0.00 | 5,190.16 | 5,190.16 | 58,812.84 | 8% |
| 39-861-998 Contingency | 9,774 | 0.00 | 0.00 | 0.00 | 0.00 | 9,774.00 | |
| WWTP - Expenses Totals: | 1,041,798 | 240,549.21 | 71,993.78 | 154,479.14 | 154,479.14 | 646,769.65 | 38% |
| Expenses Totals: | 1,041,798 | 240,549.21 | 71,993.78 | 154,479.14 | 154,479.14 | 646,769.65 | 38% |
| 39 WWTP Revenues Over/(Under) Expenses: | | | (70,768.78) | (145,509.14) | (145,509.14) | | |

Check Listing

Date From: 8/1/2025 Date To: 8/31/2025

Vendor Range: 1 800 FLAGPOLE.COM - ZIMA CORPORATION

Town of Warrenton
09/02/2025 10:24 AM

Page: 1 of 4

| Check Number | Bank | Vendor | Date | Amount |
|--------------|------|-----------------------------------|------------|--------------------|
| 69044 | 30 | SouthData, Inc | 08/01/2025 | <u>\$1,163.18</u> |
| 69045 | 30 | WARREN COUNTY PUBLIC UTILITIES | 08/01/2025 | <u>\$39,286.17</u> |
| 69046 | 30 | BARN QUILT HQ | 08/04/2025 | <u>\$2,820.00</u> |
| 69047 | 30 | BLUE RIDGE SPRINGS, INC | 08/04/2025 | <u>\$25.00</u> |
| 69048 | 30 | BURNETT LIME COMPANY, INC | 08/04/2025 | <u>\$1,152.90</u> |
| 69049 | 30 | COLUMBIAN MUTUAL LIFE INS CO | 08/04/2025 | <u>\$36.89</u> |
| 69050 | 30 | Core & Main | 08/04/2025 | <u>\$921.14</u> |
| 69051 | 30 | DATUM FILING SYSTEMS, INC. | 08/04/2025 | <u>\$265.52</u> |
| 69052 | 30 | GALLS QUARTERMASTER | 08/04/2025 | <u>\$413.01</u> |
| 69053 | 30 | LOUISBURG TRACTOR & TRUCK CO. | 08/04/2025 | <u>\$81.94</u> |
| 69054 | 30 | MUTUAL OF OMAHA | 08/04/2025 | <u>\$1,622.82</u> |
| 69055 | 30 | PETE SMITH TIRE & QUICK LUBE, INC | 08/04/2025 | <u>\$140.22</u> |
| 69056 | 30 | Purchase Power (Pitney Bowes) | 08/04/2025 | <u>\$200.00</u> |
| 69057 | 30 | Spectrum Business | 08/04/2025 | <u>\$169.99</u> |
| 69058 | 30 | TRI-COUNTY POWER EQUIPMENT INC | 08/04/2025 | <u>\$4,003.11</u> |
| 69059 | 30 | UNITED PARCEL SERVICE | 08/04/2025 | <u>\$93.38</u> |
| 69060 | 30 | CAROLINA DIGITAL PHONE INC | 08/06/2025 | <u>\$316.00</u> |
| 69061 | 30 | DUKE ENERGY PROGRESS | 08/06/2025 | <u>\$2,442.25</u> |
| 69062 | 30 | INVOICE CLOUD, INC. | 08/06/2025 | <u>\$139.60</u> |
| 69063 | 30 | USA Bluebook | 08/06/2025 | <u>\$764.35</u> |
| 69064 | 30 | WARREN AUTO PARTS, INC. | 08/06/2025 | <u>\$81.81</u> |
| 69065 | 30 | WARREN COUNTY PUBLIC UTILITIES | 08/06/2025 | <u>\$11,849.36</u> |
| 69066 | 30 | WILSON'S WATER SERVICES | 08/06/2025 | <u>\$825.00</u> |
| 69067 | 30 | DOCUMENT SYSTEMS, INC | 08/08/2025 | <u>\$89.67</u> |
| 69068 | 30 | DUKE ENERGY PROGRESS | 08/08/2025 | <u>\$256.83</u> |
| 69069 | 30 | GEORGE HUMPHRIES | 08/08/2025 | <u>\$6,975.00</u> |
| 69070 | 30 | GEORGE HUMPHRIES | 08/08/2025 | <u>\$3,550.00</u> |
| 69071 | 30 | WPCSOCC | 08/08/2025 | <u>\$85.00</u> |
| 69072 | 30 | AMAZON CAPTIAL SERVICES, INC. | 08/08/2025 | <u>\$686.30</u> |
| 69073 | 30 | PETE SMITH TIRE & QUICK LUBE, INC | 08/08/2025 | <u>\$1,211.35</u> |
| 69074 | 30 | PETE SMITH TIRE & QUICK LUBE, INC | 08/08/2025 | <u>\$35.93</u> |
| 69075 | 30 | DOCUMENT SYSTEMS, INC | 08/12/2025 | <u>\$17.15</u> |

Check Listing

Date From: 8/1/2025 Date To: 8/31/2025

Vendor Range: 1 800 FLAGPOLE.COM - ZIMA CORPORATION

Town of Warrenton
09/02/2025 10:24 AM

Page: 2 of 4

| Check Number | Bank | Vendor | Date | Amount |
|--------------|------|--|------------|-------------------|
| 69076 | 30 | GUPTON SERVICES, INC | 08/12/2025 | <u>\$130.00</u> |
| 69077 | 30 | JOYCE AND COMPANY, CPA | 08/12/2025 | <u>\$2,271.90</u> |
| 69078 | 30 | MERITECH INC | 08/12/2025 | <u>\$1,896.00</u> |
| 69079 | 30 | NORTH CAROLINA 811, INC | 08/12/2025 | <u>\$25.00</u> |
| 69080 | 30 | PETE SMITH TIRE & QUICK LUBE, INC | 08/12/2025 | <u>\$315.16</u> |
| 69081 | 30 | TAR HEEL TIRE SALES/SERVICE | 08/12/2025 | <u>\$229.59</u> |
| 69082 | 30 | TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, IN | 08/12/2025 | <u>\$65.81</u> |
| 69083 | 30 | UNITED PARCEL SERVICE | 08/12/2025 | <u>\$130.02</u> |
| 69084 | 30 | WRIGHT EXPRESS FSC | 08/12/2025 | <u>\$1,496.19</u> |
| 69085 | 30 | FIRST CITIZENS BANK | 08/14/2025 | <u>\$2,689.64</u> |
| 69086 | 30 | AMAZON CAPTIAL SERVICES, INC. | 08/14/2025 | <u>\$109.99</u> |
| 69087 | 30 | Core & Main | 08/14/2025 | <u>\$3,628.56</u> |
| 69088 | 30 | DOCUMENT SYSTEMS, INC | 08/14/2025 | <u>\$259.41</u> |
| 69089 | 30 | DUKE ENERGY PROGRESS | 08/14/2025 | <u>\$7,816.52</u> |
| 69090 | 30 | GFL ENVIRONMENTAL | 08/14/2025 | <u>\$1,175.81</u> |
| 69091 | 30 | HACH COMPANY | 08/14/2025 | <u>\$1,797.72</u> |
| 69092 | 30 | SouthData, Inc | 08/14/2025 | <u>\$812.93</u> |
| 69093 | 30 | ULINE | 08/14/2025 | <u>\$628.44</u> |
| 69094 | 30 | WARREN AUTO PARTS, INC. | 08/14/2025 | <u>\$23.68</u> |
| 69095 | 30 | WARREN COUNTY PUBLIC WORKS | 08/14/2025 | <u>\$1,785.97</u> |
| 69096 | 30 | AMAZON CAPTIAL SERVICES, INC. | 08/15/2025 | <u>\$813.81</u> |
| 69097 | 30 | FRONTIER NATURAL GAS | 08/15/2025 | <u>\$12.42</u> |
| 69098 | 30 | UNIFIRST CORPORATION | 08/15/2025 | <u>\$2,262.61</u> |
| 69099 | 30 | AT&T MOBILITY II LLC | 08/19/2025 | <u>\$445.03</u> |
| 69100 | 30 | GALLS QUARTERMASTER | 08/19/2025 | <u>\$20.61</u> |
| 69101 | 30 | KATALYST NETWORK GROUP LLC | 08/19/2025 | <u>\$2,378.00</u> |
| 69102 | 30 | KING'S FITNESS & NUTRITION CENTER | 08/19/2025 | <u>\$300.00</u> |
| 69103 | 30 | PRO, INC. | 08/19/2025 | <u>\$4,500.00</u> |
| 69104 | 30 | TIME WARNER CABLE | 08/19/2025 | <u>\$190.00</u> |
| 69105 | 30 | WOMACK PUBLISHING CO. INC. | 08/19/2025 | <u>\$629.25</u> |
| 69106 | 30 | BLUE RIDGE SPRINGS, INC | 08/20/2025 | <u>\$272.85</u> |

Check Listing

Date From: 8/1/2025 Date To: 8/31/2025
Vendor Range: 1 800 FLAGPOLE.COM - ZIMA CORPORATION

Town of Warrenton
09/02/2025 10:24 AM

Page: 3 of 4

| Check Number | Bank | Vendor | Date | Amount |
|--------------|------|-----------------------------------|---|--------------------|
| 69107 | 30 | DOCUMENT SYSTEMS, INC | 08/20/2025 | <u>\$53.76</u> |
| 69108 | 30 | DUKE ENERGY PROGRESS | 08/20/2025 | <u>\$221.38</u> |
| 69109 | 30 | FRONTIER NATURAL GAS | 08/20/2025 | <u>\$24.14</u> |
| 69110 | 30 | INFORMATION TECHNOLOGY SERVICE | 08/20/2025 | <u>\$268.10</u> |
| 69111 | 30 | BREEDLOVE ELECTRIC, INC | 08/22/2025 | <u>\$865.54</u> |
| 69112 | 30 | CLYDE ANDRE HENDRICKS | 08/22/2025 | <u>\$17.22</u> |
| 69113 | 30 | DONALD HENDERSON | 08/22/2025 | <u>\$200.00</u> |
| 69114 | 30 | ELECTRIC MOTOR SHOP | 08/22/2025 | <u>\$987.29</u> |
| 69115 | 30 | HEASEL MARBETH ORDONEZ | 08/22/2025 | <u>\$78.02</u> |
| 69116 | 30 | JEFFREY HAYES | 08/22/2025 | <u>\$63.00</u> |
| 69117 | 30 | KORY EPPS | 08/22/2025 | <u>\$15.12</u> |
| 69118 | 30 | LISA ZWEBEN | 08/22/2025 | <u>\$17.22</u> |
| 69119 | 30 | NC DEPT. OF ENVIRONMENTAL QUALITY | 08/22/2025 | <u>\$4,884.00</u> |
| 69120 | 30 | RICK EDWARDS ELECTRIC | 08/22/2025 | <u>\$1,196.00</u> |
| 69121 | 30 | RICKEY BRANNING | 08/22/2025 | <u>\$150.00</u> |
| 69122 | 30 | THE ROGERS GROUP, INC. | 08/22/2025 | <u>\$200.00</u> |
| 69123 | 30 | BLUE RIDGE SPRINGS, INC | 08/26/2025 | <u>\$52.45</u> |
| 69124 | 30 | FLEMING INVESTMENT COMPANY | 08/26/2025 | <u>\$3,000.00</u> |
| 69125 | 30 | HACH COMPANY | 08/26/2025 | <u>\$485.93</u> |
| 69126 | 30 | HUMANA SPECIALTY BENEFITS | 08/26/2025 | <u>\$29.38</u> |
| 69127 | 30 | NC INTERLOCAL RISK MANAGMENT | 08/26/2025 | <u>\$14,748.86</u> |
| 69128 | 30 | UNITED PARCEL SERVICE | 08/26/2025 | <u>\$68.38</u> |
| 69129 | 30 | WRIGHT EXPRESS FSC | 08/26/2025 | <u>\$1,286.18</u> |
| 69130 | 30 | BREEDLOVE ELECTRIC, INC | 08/27/2025 | <u>\$176.14</u> |
| 69131 | 30 | PRUDENTIAL RETIREMENT | <div style="background-color: red; color: white; padding: 2px;">VOIDED</div> 08/27/2025 | <u>\$2,135.07</u> |
| 69132 | 30 | TAR HEEL TIRE SALES/SERVICE | 08/27/2025 | <u>\$10.68</u> |
| 69133 | 30 | WILLIAMS FIRE SPRINKLER | 08/27/2025 | <u>\$50.00</u> |
| 69134 | 30 | PRUDENTIAL RETIREMENT | 08/27/2025 | <u>\$2,135.07</u> |
| 69135 | 30 | WARREN COUNTY | 08/28/2025 | <u>\$27,832.74</u> |
| 69136 | 30 | AT&T MOBILITY II LLC | 08/29/2025 | <u>\$830.21</u> |
| 69137 | 30 | ENVIRONMENTAL RESOURCE ASSOC. | 08/29/2025 | <u>\$453.70</u> |
| 69138 | 30 | GREGORY POOLE EQUIPMENT CO. | 08/29/2025 | <u>\$3,729.45</u> |

Check Listing

Date From: 8/1/2025 Date To: 8/31/2025

Vendor Range: 1 800 FLAGPOLE.COM - ZIMA CORPORATION

Town of Warrenton
09/02/2025 10:24 AM

Page: 4 of 4

| Check Number | Bank | Vendor | Date | Amount |
|--------------|-------------------|------------------------------------|------------|---------------------|
| 69139 | 30 | NORFIELD DEVELOPMENT PARTNERS, LLC | 08/29/2025 | \$425.25 |
| 69140 | 30 | PETE SMITH TIRE & QUICK LUBE, INC | 08/29/2025 | \$3,583.76 |
| 69141 | 30 | UNIFIRST CORPORATION | 08/29/2025 | \$738.71 |
| 69142 | 30 | WATER GUARD, INC. | 08/29/2025 | \$3,425.02 |
| 99 | Checks Totaling - | | | \$195,271.56 |

Totals By Fund

| | Checks | Voids | Total |
|---------|--------------|------------|--------------|
| 34 | \$3,797.91 | | \$3,797.91 |
| 36 | \$2,081.18 | | \$2,081.18 |
| 37 | \$66,802.78 | \$2,135.07 | \$64,667.71 |
| 38 | \$67,634.04 | | \$67,634.04 |
| 39 | \$39,679.40 | | \$39,679.40 |
| 67 | \$15,276.25 | | \$15,276.25 |
| Totals: | \$195,271.56 | \$2,135.07 | \$193,136.49 |

Memo

To: Town Commissioners
From: Bill Perkinson
CC: Mayor, Town Administrator
Date: September 2, 2025
Re: August 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) Red Hill Loop Road Sewer Lift Station. Replace two 2 HP grinder pumps. (Estimated Cost – \$5,500.00).
- **Completed Water and Sewer System Maintenance/Repair Related Information:** (1) Repair – 16-foot mower/landscape trailer. Replaced 1 tire. Shop: Pete Smith Tire and Quick Lube...(Labor and Materials - \$87.66).

Total cost for Maintenance and Repair Equipment (Account No. 38-851-351 & 38-852-351) - \$87.66

Total cost for External Contract Maintenance and Repair (Account No. 38-851-448 & 38-852-448) - \$0.00

- **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.
- **Unaccounted for Water %:** Please note these statistics: **3-Month Average (June – August, 2025) Unaccounted for water is 27%. August 2025 unaccounted for water was 26%.** (4,503,000 gallons purchased and 3,326,000 gallons sold). Please see attached summary for full historical information.

- **Water and Sewer Adjustment Request:** For consideration at the September 8, 2025, meeting of the Board of Commissioners. **Locorum Distillery** – 142 South Main St., Account #001-0000110-3. Billing Period: July 15, 2025 – August 15, 2025. Tank reset malfunction. Low flow event. Water drained outdoors. Normal usage 3,000 gallons. Request is for sewer adjustment of 23,000 gallons at \$13.41/1000. Total \$308.43. Adjustment recommended by staff.

Streets and Sanitation

- **Current Tasks:** Tree pruning. Street curb and gutter cleaning. Signs repair/replacement. Loose leaves/debris pick-up. Grass Cutting. Water and sewer line right of ways trimming and cutting. Brick sidewalk power washing. Town welcome signs (3) power washing.

Memo

To: Town Commissioners

From: Bill Perkinson

CC: Mayor, Town Administrator, Warren County Director of Public Utilities, Norlina Director of Public Works

Date: September 2, 2025

Re: August 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) Replace Influent Pump 3 Impeller. **(Estimated Parts and Labor Cost – Gathering Information)** (7) Oxidation Ditch No. 2 - (4) mixers have been pulled and vegetation removed. Shafts and impellers must be replaced. **(Estimated Cost – Gathering Information)**
 - **Completed Plant Maintenance/Repair Related Information:** (1) Emergency Repair – Liquid Lime System. Traced high system air pressure issue and repaired. Contractor: Burnett Lime Company...(Labor - \$1,080.00). (2) Emergency Repair – Rotor 2A, 2C, and 2D. Installed new motor heaters (overloads). Contractor: Breedlove Electric...(Labor - \$390.00, Parts - \$420.81). (3) Emergency Repair – Influent Pump No. 1. Traced power failure and repaired. Contractor: Breedlove Electric...(Labor - \$165.00). (4) Preventative Maintenance – Generator 2. Performed Level 3 service. Contractor: Gregory Pool Equipment Company...(Labor and Materials - \$3,493.64).

Total cost for Repairs (Account No. 39-861-342) - \$5,549.45

- **Plant Discharge Quality:** Our discharge quality remained good throughout the entire month with a total flow of 15.36 million gallons.

Bulk Water Purchased From Warren County

| | FY 2011 - 2012 | FY 2012 - 2013 | FY 2013 - 2014 | FY 2014 - 2015 | FY 2015 - 2016 | FY 2016 - 2017 | FY 2017 - 2018 | FY 2018 - 2019 | FY 2019 - 2020 | FY 2020 - 2021 | FY 2021 - 2022 | FY 2022 - 2023 | FY 2023 - 2024 | FY 2024 - 2025 | FY 2025 - 2026 |
|-----------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Month | Gallons Purchased | Gallons Purchased | Gallons Purchased | Gallons Purchased | Gallons Purchased | Gallons Purchased | Gallons Purchased | Gallons Purchased | Gallons Purchased | Gallons Purchased | Gallons Purchased | Gallons Purchased | Gallons Purchased | Gallons Purchased | Gallons Purchased |
| July | 8,165,930 | 10,236,700 | 5,985,900 | 6,951,000 | 6,030,000 | 6,229,000 | 6,396,000 | 6,936,000 | 7,800,000 | 6,605,000 | 6,658,000 | 4,470,000 | 7,551,167 | 5,808,000 | 4,819,000 |
| August | 8,853,170 | 10,071,600 | 6,082,000 | 5,915,000 | 7,050,000 | 6,787,000 | 6,176,000 | 7,205,000 | 7,438,000 | 6,766,000 | 4,981,333 | 4,160,000 | 6,017,167 | 5,828,000 | 4,503,000 |
| September | 8,055,100 | 9,384,800 | 6,031,000 | 4,848,000 | 6,000,000 | 6,404,000 | 5,996,000 | 7,235,000 | 6,180,000 | 5,282,000 | 4,228,333 | 5,180,000 | 7,272,167 | 6,470,000 | |
| October | 7,112,400 | 8,593,100 | 5,532,000 | 5,809,000 | 6,130,000 | 4,997,001 | 6,018,000 | 7,437,000 | 6,306,000 | 5,638,000 | 3,961,333 | 5,154,000 | 8,937,167 | 6,660,000 | |
| November | 6,923,700 | 4,977,400 | 5,677,000 | 5,892,000 | 5,420,000 | 5,744,000 | 5,832,000 | 6,969,000 | 5,910,000 | 5,682,000 | 4,762,333 | 4,886,000 | 9,638,167 | 5,555,000 | |
| December | 7,166,100 | 5,293,190 | 5,383,000 | 5,037,000 | 5,990,000 | 7,305,000 | 9,051,000 | 8,237,000 | 5,129,000 | 6,756,000 | 4,123,333 | 6,145,000 | 5,316,000 | 5,001,000 | |
| January | 6,216,600 | 6,086,000 | 6,602,000 | 5,974,000 | 5,747,000 | 6,465,604 | 7,768,000 | 6,389,000 | 5,646,000 | 5,320,000 | 4,509,000 | 4,710,000 | 4,722,000 | 5,233,000 | |
| February | 5,770,050 | 5,693,400 | 6,890,000 | 6,570,000 | 6,152,000 | 5,947,000 | 5,422,000 | 6,668,000 | 5,376,000 | 4,852,000 | 4,100,000 | 4,282,167 | 3,665,000 | 3,899,000 | |
| March | 8,927,000 | 6,079,500 | 6,928,000 | 7,289,000 | 6,606,000 | 6,023,000 | 6,382,000 | 6,067,000 | 6,120,000 | 4,987,000 | 3,578,000 | 5,123,167 | 4,532,000 | 4,483,000 | |
| April | 8,474,900 | 6,125,000 | 6,494,000 | 6,870,000 | 5,275,000 | 6,246,000 | 5,982,653 | 5,837,000 | 6,161,000 | 4,985,000 | 4,076,000 | 3,855,167 | 5,199,000 | 3,859,000 | |
| May | 9,256,300 | 6,672,640 | 6,582,362 | 6,850,000 | 6,155,000 | 6,039,000 | 5,890,033 | 6,725,000 | 6,605,000 | 4,297,000 | 4,014,000 | 4,511,167 | 5,882,000 | 3,833,000 | |
| June | 9,941,150 | 5,006,600 | 6,656,000 | 6,320,000 | 7,404,000 | 6,419,000 | 6,047,314 | 7,800,000 | 6,766,000 | 4,357,000 | 4,469,000 | 3,334,167 | 6,480,000 | 4,316,000 | |
| Total | 94,862,400 | 84,219,930 | 74,843,262 | 74,325,000 | 73,959,000 | 74,605,605 | 76,961,000 | 83,505,000 | 75,437,000 | 65,527,000 | 53,460,667 | 55,810,835 | 75,211,835 | 60,945,000 | 9,322,000 |

Water Sales - Gallons Billed Out to Town Customers

| | FY 2011 - 2012 | FY 2012 - 2013 | FY 2013 - 2014 | FY 2014 - 2015 | FY 2015 - 2016 | FY 2016 - 2017 | FY 2017 - 2018 | FY 2018 - 2019 | FY 2019 - 2020 | FY 2020 - 2021 | FY 2021 - 2022 | FY 2022 - 2023 | FY 2023 - 2024 | FY 2024 - 2025 | FY 2025 - 2026 |
|-----------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Month | Gallons Sold | Gallons Sold | Gallons Sold | Gallons Sold | Gallons Sold | Gallons Sold | Gallons Sold | Gallons Sold | Gallons Sold | Gallons Sold | Gallons Sold | Gallons Sold | Gallons Sold | Gallons Sold | Gallons Sold |
| July | 5,044,040 | 4,746,009 | 3,983,000 | 4,987,000 | 3,955,000 | 4,478,000 | 3,656,000 | 4,588,000 | 6,318,006 | 4,692,003 | 3,760,000 | 3,360,000 | 3,711,000 | 3,447,000 | 3,265,000 |
| August | 6,226,031 | 5,874,014 | 4,779,000 | 5,304,000 | 5,914,000 | 3,956,000 | 5,043,004 | 4,266,000 | 6,810,003 | 4,553,003 | 3,793,000 | 3,458,000 | 3,261,000 | 3,105,000 | 3,326,000 |
| September | 5,175,024 | 4,242,015 | 4,735,000 | 4,478,000 | 5,627,000 | 5,082,000 | 3,994,000 | 4,369,000 | 5,412,004 | 4,302,001 | 3,658,000 | 3,355,000 | 3,419,000 | 3,318,000 | |
| October | 4,602,016 | 3,859,012 | 4,270,000 | 3,592,000 | 3,875,000 | 3,815,000 | 3,772,000 | 4,110,000 | 7,454,004 | 3,772,000 | 3,445,000 | 3,516,000 | 3,496,000 | 2,931,000 | |
| November | 5,403,028 | 3,849,010 | 4,041,000 | 4,466,000 | 4,851,000 | 4,790,000 | 4,557,000 | 4,020,000 | 4,716,004 | 4,041,000 | 3,510,000 | 3,266,000 | 3,253,000 | 3,179,000 | |
| December | 4,149,021 | 4,348,014 | 3,852,000 | 4,597,000 | 4,237,000 | 3,317,000 | 3,837,000 | 3,764,000 | 4,592,004 | 3,293,007 | 3,703,000 | 3,016,000 | 3,737,100 | 3,011,000 | |
| January | 4,187,013 | 3,934,009 | 4,773,000 | 3,708,000 | 4,028,000 | 3,543,000 | 4,613,000 | 4,417,000 | 3,769,003 | 3,500,000 | 3,962,000 | 3,422,000 | 3,219,100 | 3,017,000 | |
| February | 4,785,012 | 4,690,010 | 4,540,000 | 4,529,000 | 4,437,000 | 4,440,000 | 4,374,000 | 3,829,005 | 4,379,008 | 3,751,000 | 3,717,000 | 2,982,000 | 3,131,000 | 3,687,000 | |
| March | 4,159,011 | 4,315,013 | 5,012,000 | 5,543,000 | 4,362,000 | 3,883,000 | 3,811,000 | 3,622,004 | 3,480,004 | 3,280,000 | 3,280,006 | 2,992,000 | 2,784,000 | 2,796,000 | |
| April | 4,201,009 | 3,687,003 | 4,321,000 | 4,965,000 | 4,010,000 | 3,797,000 | 4,041,000 | 5,713,009 | 3,809,003 | 3,650,000 | 4,248,000 | 3,367,000 | 3,072,000 | 3,170,000 | |
| May | 3,987,008 | 3,938,003 | 3,893,000 | 4,056,000 | 4,384,000 | 4,494,000 | 4,286,000 | 5,192,007 | 3,787,003 | 3,988,000 | 3,547,000 | 3,576,000 | 3,270,000 | 3,198,000 | |
| June | 5,473,014 | 5,039,000 | 4,096,000 | 5,871,000 | 4,650,000 | 4,882,000 | 3,843,000 | 3,707,007 | 4,378,003 | 4,190,000 | 3,765,000 | 3,571,000 | 3,808,000 | 3,387,000 | |
| Total | 57,391,227 | 52,521,112 | 52,295,000 | 56,096,000 | 54,330,000 | 50,477,000 | 49,827,004 | 51,597,032 | 58,904,049 | 47,012,014 | 44,388,006 | 39,881,000 | 40,161,200 | 38,246,000 | 6,591,000 |

Unaccounted-For Water (%)

| | FY 2011 - 2012 | FY 2012 - 2013 | FY 2013 - 2014 | FY 2014 - 2015 | FY 2015 - 2016 | FY 2016 - 2017 | FY 2017 - 2018 | FY 2018 - 2019 | FY 2019 - 2020 | FY 2020 - 2021 | FY 2021 - 2022 | FY 2022 - 2023 | FY 2023 - 2024 | FY 2024 - 2025 | FY 2025 - 2026 |
|-----------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Month | | | | | | | | | % | % | % | % | % | % | % |
| July | 38 | 54 | 33 | 28 | 34 | 28 | 43 | 34 | 19 | 29 | 44 | 25 | 51 | 41 | 32 |
| August | 30 | 42 | 21 | 10 | 16 | 42 | 18 | 41 | 8 | 33 | 24 | 17 | 46 | 47 | 26 |
| September | 36 | 55 | 21 | 8 | 6 | 21 | 33 | 40 | 12 | 19 | 13 | 35 | 53 | 49 | |
| October | 35 | 55 | 23 | 38 | 37 | 24 | 37 | 45 | | 33 | 13 | 32 | 61 | 56 | |
| November | 22 | 23 | 29 | 24 | 10 | 17 | 22 | | 20 | 29 | 26 | 33 | 66 | 43 | |
| December | 42 | 18 | 28 | 9 | 29 | 55 | 58 | 54 | 10 | 51 | 10 | 51 | 30 | 40 | |
| January | 33 | 35 | 28 | 38 | 30 | 45 | 41 | 31 | 33 | 34 | 12 | 27 | 32 | 42 | |
| February | 17 | 18 | 34 | 31 | 28 | 25 | 19 | 43 | 19 | 23 | 9 | 30 | 15 | 5 | |
| March | 53 | 29 | 28 | 24 | 34 | 36 | 40 | 40 | 43 | 34 | 8 | 42 | 39 | 38 | |
| April | 50 | 40 | 33 | 28 | 24 | 39 | 32 | 2 | 38 | 27 | | 13 | 41 | 18 | |
| May | 57 | 41 | 41 | 41 | 29 | 26 | 27 | 23 | 43 | 7 | 12 | 21 | 44 | 17 | |
| June | 45 | -1 | 38 | 7 | 37 | 24 | 36 | 52 | 35 | 4 | 16 | -7 | 41 | 22 | |
| Average | 38 | 37 | 30 | 24 | 26 | 32 | 34 | 37 | 26 | 27 | 17 | 27 | 43 | 35 | 29 |

Hydrants Out of Service as of 9-2-25

| 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. | Ordered 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. |

Activity Log Event Summary (Cumulative Totals)

Warrenton Police Department

(08/01/2025 - 08/31/2025)

| | | | |
|--------------------------------|----|------------------------------------|----|
| <No Event Type Specified> | 1 | 911 Hang-up | 3 |
| Accident | 7 | Alarm Activation | 13 |
| Animal Complaint | 3 | Assist Fire Dept | 2 |
| Assist Highway Patrol | 2 | Assist NPD | 1 |
| Assist WC EMS | 6 | Assist WCSO | 18 |
| Careless and Reckless Driving | 1 | Civil Dispute | 2 |
| Complaint | 3 | Disabled Vehicle | 2 |
| Disturbance | 1 | Escort | 3 |
| Foot Patrol | 4 | Found Property/Item | 1 |
| Funeral Escort | 1 | Injury to Personal Property | 1 |
| Investigation and/or Interview | 6 | Larceny | 2 |
| Mental Patient | 1 | Missing Person – Attempt to Locate | 1 |
| Other | 2 | Patrol | 4 |
| Property Check – Business | 67 | Property Check – Residential | 26 |
| Shots fired | 2 | Suspicious Person / Vehicle | 2 |
| Talk with Officer | 12 | Traffic Control | 1 |
| Traffic Stop | 19 | Trespassing | 3 |
| Warrant | 1 | | |

Total Number Of Events: 224



Warrenton Police Department



Board of Commissions Meeting - **September 2025** (reporting period: August)

| DATE | EVENT TYPE | STATUS |
|-----------|-----------------------------|--------|
| 8/6/2025 | Damage to Personal Property | Closed |
| 8/11/2025 | Involuntary Commitment | Closed |
| 8/22/2025 | Larceny-Misdemeanor | Closed |
| 8/27/2025 | Larceny-Misdemeanor | Active |
| 8/30/2025 | Unattended Death | Closed |
| 8/30/2025 | Warrant Service | Closed |
| | | |
| | | |
| | | |



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 August 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 a reply from Mitch Styers
3. Add zoning change, Bars in Industrial as a Special Use, to Planning Board agenda
 - ✓ Done
4. Coordinate with Aaron Ayscue and Jason Young the removal of the siren
 - ✓ Ongoing
5. Send minutes of meeting to Monica at USDA
 - ✓ Done
6. Execute FEMA grant resolution for two backup generators
 - ✓ Done



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

STATUS OF GRANTS

NC DEQ Waste Water SRP-W-0224

- Town awarded \$1,000,000 for improvements to the town's sewer lines. (SRP projects limited to \$3MM award every 5 years for both water and sewer.) Engineering plans due to State by December 2025. Possible project bid Spring 2026.

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. Engineering plans being developed, due to State by June 2026.

NC DEQ Water Infrastructure Rehab SRF-D-2057

- Town-Wide Water System Improvements: \$1,564,600 (Received award notice.) Engineering plans have been submitted to the State for review. Possible project bid in Winter 2025.

NC DEQ Water AIA Stormwater Planning SRP-SW-0007

- Town awarded \$400,000 for stormwater planning. Town has adopted resolution accepting award. Awaiting further direction/meetings from Municipal Engineering.

Golden Leaf Storm Water Grant

- Town awarded \$196,447.50 for stormwater repairs to Brehon Street.
- Survey of affected area is complete.
- Construction began on 5/5/2025. Recently approved is a request to spend remaining funds by Golden Leaf Foundation on 220 feet stormwater piping connecting to the project area, which will repair piping that has separated and caused sinkholes.

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.

FEMA Generator Grant:

- Town on the list to receive funding to establish backup generators at Red Hill Loop and Ridgeway Warrenton pump stations totaling approximately \$170,000. During power outages this will keep user sewage flowing and reduce costs of pumping out sewage.

NCDEQ:

- NC Dept of Air Quality grant application for replacement of EV Charging Station in amount of approximately \$141,000. This 100% grant has been awarded to the Town of Warrenton. Contract from NCDEQ is forthcoming.

NCDEQ:

- Spring round of funding from NCDEQ has been preliminarily announced. Warrenton is in the list of approved grants to receive \$3,000,000 for WWTP renovations.

USDA Community Facilities:

- Application made to USDA for grant/loan package for purchase of leaf machine. \$93,000 total, requesting \$50,000 in grant funding and \$43,000 financed over 5 years with annual payment of \$9898. Approved by state USDA office, awaiting federal approval.

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 sizesEstimate items to be presented to Board in Fall 2025

Resolution No: _____

BE IT RESOLVED

That the **Town of Warrenton** Town Council accepts the conditions set forth in a Letter of Conditions dated **September 8, 2025**, Loan Resolution (Public Body) and Security Agreement:

That the Mayor and Town Clerk be authorized to execute all forms necessary to obtain a grant from Rural Development, including, but not limited to the following forms:

| | |
|---------------------|--|
| Form RD 1942-46 | Letter of Intent to Meet Conditions |
| Form RD 1942-47 | Loan Resolution (Public Body) |
| Form RD 442-7 | Operating Budget |
| Form RD 1940-1 | Request for Obligation of Funds |
| Form RD 400-4 | Assurance Agreement |
| Form RD 1910-11 | Applicant Certification Federal Collection Policies for Consumer or Commercial Debts |
| 1940-Q, Exhibit A-1 | Certification for Contracts, Grants and Loans (Lobbying Certification) |
| Form RD 3570-3 | Community Facilities Grant Agreement |
| Unnumbered Form | Certificate of Compliance |

This resolution is to become a part of the official minutes of the Town Council meeting held on September 8, 2025.

MOTION MADE BY: _____

SECONDED BY : _____

TO ADOPT THE RESOLUTION.

MOTION PASSED _____ to _____.

By: _____
Walter M. Gardner, Jr., Mayor

Attest: _____
Robert F. Davie, Jr., Town Clerk



United States Department of Agriculture

September 8, 2025

Town of Warrenton
Attn: Walter Gardner, Jr., Mayor
P.O. Box 662
113 S. Bragg Street
Warrenton, NC 2589

Subject: Letter of Conditions for a Community Facilities Program Loan/Grant to
Leaf Loader Machine

Dear Mayor Gardner:

This letter, with attachments, establishes conditions that must be understood and agreed to by the applicant before further consideration may be given to the application for Federal Assistance. The State and Area Office staff of USDA Rural Development (RD or Agency) will administer the loan and/or grant funds for this project on behalf of the Rural Housing Service. All parties may access information and regulations referenced in this letter at our website located at: <https://www.rd.usda.gov/programs-services/community-facilities>. Any changes in project cost, source of funds, scope of services, or any other significant changes in the project or applicant (this includes significant changes in the applicant's financial condition, operation, organizational structure or executive leadership) must be reported to and approved by RD by written amendment to this letter. Any changes not approved by RD will be cause for discontinuing processing of the application. If you do not meet the conditions of this letter, the Agency reserves the right to withdraw Agency funding.

This letter is not to be considered as loan/grant approval or as representation to the availability of funds. The application can be processed on the basis of a RD loan not to exceed \$43,000.00 and grant not to exceed \$50,000.00. Funds for this project are provided by the Rural Housing Service (RHS).

Please complete and return the attached Form RD 1942-46, "Letter of Intent to Meet Conditions," and Form RD 1940-1, "Request for Obligation of Funds," within the next ten (10) days, if you desire that we give further consideration to your application. The execution of these and all other documents required by RD must be authorized by appropriate resolutions of the applicant's governing body.

The [loan/grant] will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds," is mailed to the applicant by RD. This is also the date that the interest rate is established. If the interest rate is lower at the time of loan closing, you must make a request in writing to receive the lower rate in effect.

Rural Development • North Carolina • Henderson Area Office
853 S. Beckford Drive, Suite A • Henderson, NC 27536
Voice (252) 438-3134 Ext. 4 • Fax (844) 325-6826 • TTY 711

USDA is an equal opportunity provider, employer, and lender.

The loan will be repayable over a period not to exceed 5 years from the date of loan closing at the intermediate interest rate. The loan repayment will be made in amortized monthly/annual installments.

Project Budget—Based on Standard Form 424, “Application for Federal Assistance,” the project cost and funding will be as follows:

| | | |
|----|------------------------|--------------------|
| a. | <u>Project Cost</u> | <u>Total</u> |
| | Equipment | \$92,413.00 |
| | Attorney Fees | \$1,500.00 |
| | TOTAL: | \$93,913.00 |
| b. | <u>Source of Funds</u> | |
| | USDA Loan | \$43,000.00 |
| | USDA Grant | \$50,000.00 |
| | Applicant Contribution | \$913.00 |
| | TOTAL: | \$93,913.00 |

Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. If actual project costs exceed the project cost estimates, an additional contribution by the applicant may be necessary.

The applicant will ensure projects are completed in a timely, efficient, and economical manner. Section I of the attached conditions (Items 1—14) must be satisfied prior to interim loan closing or before construction begins, whichever occurs first, in either case not later than one (1) year from the date of this letter. In addition to the conditions in Section I-III, the applicant must fully comply with all requirements on Form RD 3570-3, Community Facilities Grant Agreement. The Agency reserves the right to cancel funds if the applicant does not comply with all requirements as presented or subsequently modified, as needed.

In the event the project has not advanced to the point of construction within one (1) year, RD reserves the right to discontinue the processing of the application.

This Letter of Conditions will require written approval to extend the Letter of Conditions offer after one year from the date of this letter.

Also, please be aware of statute 31 US Code §1552 outlining procedure for appropriation account for definite time period of five years: “on September 30th of the 5th fiscal year after the period of availability ends, account shall be closed any remaining balance shall be cancelled.

If you have any questions, feel free to contact this office (252) 358-7924.

Sincerely,

MONICA THORNTON
Area Specialist

ATTACHMENT TO LETTER OF CONDITIONS

SECTION I. CONDITIONS TO BE SATISFIED PRIOR TO LOAN/GRANT CLOSING OR BEFORE CONSTRUCTION BEGINS, WHICHEVER OCCURS FIRST

1. Disbursement of Funds

- a. The applicant will provide evidence that funds from other sources will be made available for the project cost in the amount of \$913.00. This evidence should include a copy of the loan/grant award that addresses how funds will be disbursed.
- b. The applicant's contribution of funds toward the project cost shall be considered the first funds expended and must be deposited in its project account before construction is started. The applicant must provide evidence of this deposit to RD.
- c. Agency funds will not be used to pre-finance funds committed to the project from other sources.
- d. The Debt Collection Improvement Act (DCIA) of 1996 requires that all Federal payments be made by Electronic Funds Transfer/Automated Clearing House (EFT/ACH). Applicants receiving payments by EFT will have funds directly deposited to a specified account at a financial institution with funds being available to the recipient on the date of payment. The borrower should complete Form SF-3881, Electronic Funds Transfer Payment Enrollment Form, for each account where funds will be electronically received. The completed form(s) must be received by RD at least forty-five (45) days prior to the first advance of funds. Failure to do so could delay loan closing.
- e. The applicant must formally adopt Form RD 400-4, "Assurance Agreement," at a properly called meeting of the governing body. Adoption of this document should be made a part of the official minutes of the meeting. A certified copy of the minutes is to be attached to the resolution and delivered to Rural Development.

2. Security Requirements

- a. At loan closing the applicant will execute the attached Form RD 1942-47, "Loan Resolution (Public Bodies)". Please note the refinancing provision in paragraph 2. Also, on page 3 there is a certification to be executed at loan closing.

- c. The applicant is required to execute Form RD 440-15, Security Agreement, if required by OGC.
- d. A UCC Financing Statement Lien search will be conducted by the Agency to identify lien priority position. A UCC-1 Financing Statement prepared by RD will be filed with the Secretary of State to perfect a security interest in collateral to encumber the following:

All income, assessments, revenues, inventory, investments, securities, chattel paper, accounts receivable, contract rights, equipment, furniture's and fixtures, and general intangibles; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and other accounts proceeds), (Vehicle or Equipment type), (VIN or other identifying #), (Make), (Model). franchises, licenses, inventory, personal property, in which Borrower now owns or hereafter acquires interest, all in first lien position.

A \$xx.00 filing fee (fee subject to change based on current NC Secretary of State fee schedule) payable to the **Secretary of State** must be provided to the Agency at least 90 days prior to loan closing.

- e. The applicant will be required to complete and execute Form RD 3570-3, "Community Facilities Grant Agreement" prior to grant closing.
 - f. The grantee understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation in the project as provided by 2 CFR part 200 in effect at this time and as may be subsequently modified.
3. **Insurance and Bonding Requirements** —The applicant must provide evidence of adequate insurance and fidelity bond coverage by loan closing or start of construction, whichever occurs first. Adequate coverage, in accordance with RD's regulations, must then be maintained for the life of the loan and evidence must be submitted to RD annually. Evidence that coverage is being maintained must be provided annually thereafter. It is the responsibility of the applicant and not that of RD to assure that adequate insurance and fidelity bond coverage is maintained. Applicants are encouraged to review coverage amounts and deductible provisions with their attorney, consulting engineer, and/or insurance provider(s).

- a. **Property Insurance**—Fire and extended coverage will be required on all above-ground structures, including applicant-owned equipment and machinery housed therein. Provide RD with proof of coverage and attach Lender's Loss Payable Endorsement (438 BFU or equivalent) naming the UNITED STATES OF AMERICA as lender.
 - b. **Corporate Liability Insurance** - The Applicant will provide public liability, and property damage insurance in an amount to adequately protect the applicant from civil action arising from the function of the applicant relative to the project.
 - c. **Workers' Compensation Insurance**—The applicant will be required to carry workers' compensation insurance for all employees in accordance with the State law.
 - d. General liability and vehicular coverage must be maintained.
 - e. **Fidelity Bond**—Persons who have access to the funds and custody to any property will be covered by a fidelity bond or an adequate crime policy that protects the applicant from an employee crime. Coverage may be provided either for all individual positions or persons, or through "blanket" coverage providing protection for all appropriate employees and/or officials. The amount of coverage required by RD will be sufficient to cover the total annual debt and reserve service requirements for the loan. The United States of America will be named as co-obligee on the bond. A certified power-of-attorney with effective date will be attached to each bond.
4. **Civil Rights & Equal Opportunity**— The borrower/grantee has received an award of Federal funding and is required to comply with U.S. statutory and public policy requirements, including but not limited to:
- a. **Section 504 of the Rehabilitation Act of 1973** – Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance. The Standard for compliance is the Architectural Barriers Act Accessibility Standards (ABAAS).
 - b. **Civil Rights Act of 1964** – All recipients are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and 7 CFR 1901, Subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by Paragraph 1901.202(e) of this Title.
 - c. **The Americans with Disabilities Act (ADA) of 1990** – This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications.

- d. **Age Discrimination Act of 1975** – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- e. **Controlled Substances Act** - Even though state law may allow some activities, as a recipient of Federal funding, you are subject to the Controlled Substances Act. Specific questions about the Controlled Substances Act should be directed to the Servicing Official who will contact OGC, as appropriate.
- f. **Limited English Proficiency (LEP)** - LEP statutes and authorities prohibit exclusion from participation in, denial of benefits of, and discrimination under Federally assisted and/or conducted programs on the ground of race, color, or national origin. Title VI of the Civil Rights Act of 1964 covers program access for LEP persons. LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. These individuals may be entitled to language assistance, free of charge. The recipient must take reasonable steps to ensure that LEP persons receive the language assistance necessary to have meaningful access to USDA programs, services, and information the recipient provides.

Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. The recipient must display posters (provided by the Agency) informing users of these requirements, and the Agency will monitor the recipient's compliance with these requirements during regular compliance reviews.

As a recipient of RD funding, you are required to post a copy of the Non-Discrimination Statement listed below in your office and include in full, on all materials produced for public information, public education, and public distribution both print and non-print.

Non-Discrimination Statement

"This institution is an equal opportunity provider and employer."

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at

<https://www.usda.gov/about-usda/general-information/staff-offices/office-assistant-secretary-civil-rights/how-file-program-discrimination-complaint>, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

If the material is too small to permit the full statement to be included, the material at a minimum includes the statement in print size no smaller than the text that "This institution is an equal opportunity provider and employer."

5. PROCUREMENT

- a. All procurement transactions connected to this project, regardless of whether by negotiations or by sealed bids and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition in compliance with but not limited to 7 CFR 1942.18 (j)(2) and 2 CFR 200.

6. **Written Agreements for Professional Services**

- a. The legal service agreement submitted by Mitchell G. Styers is satisfactory to RD.

7. **System Policies, Procedures, Contracts, and Agreements** – The facility must be operated on a sound business plan which involves adopting policies, procedures, and/or ordinances outlining the conditions of service and use of the proposed system.

- a. **Conflict of Interest Policy** – Prior to obligation of funds, you must certify in writing that your organization has in place up-to-date written standards of conduct covering conflict of interest. The standards of conduct must include disciplinary actions in the event of a violation by officers, employees, or agents of the borrower. The standards identified herein apply to any parent, affiliate or subsidiary organization of the borrower that is not a state or local government, or Indian Tribe. Policies and accompanying documents shall be furnished to RD upon request.

You must also submit a disclosure of planned or potential transactions related to the use of Federal funds that may constitute or present the appearance of personal or organizational conflict of interest. Disclosure must be in the form of a written letter signed and dated by the applicant's official. A negative disclosure in the same format is required if no conflicts are anticipated.

Sample conflict of interest policies may be found at the National Council of Nonprofits website, <https://www.councilofnonprofits.org/tools-resources/conflict-of-interest>, or in Internal Revenue Service Form 1023, Appendix A, "Sample Conflict of Interest Policy," at <http://www.irs.gov/pub/irs-pdf/i1023.pdf>. Though these examples reference non-profit corporations, the requirement applies to all types of Agency borrowers.

Assistance in developing a conflict of interest policy is available through Agency-contracted technical assistance providers if desired.

- b) **Contracts for Other Services/Lease Agreement** – Drafts of any contracts or other forms of agreements for other services, including audit, management, operation, and maintenance, or lease agreements covering real property essential to the successful operation of the facility, must be submitted to the Agency for review and concurrence prior to advertising for bids.
- c) **Other agreements** with governments or other entities regarding joint operation of facilities, granting authority to Agency borrower for providing service within another entity's service area, etc. – [describe the agreement] – The draft agreement must receive Agency concurrence prior to advertising for bids.

8. **Electronic Funds Transfer**—All loan funds will be transferred to borrowers via Electronic Funds Transfer/Automated Clearinghouse Systems (EFT/ACH). Normal transfers will be ACH, with money being placed in Borrower's account two business days after the RD processing office approves the pay request. The applicant must submit the Electronic Funds Transfer Form containing the banking (ACH) information to the RD Servicing Office at least 90 days prior to the date of loan closing. Failure to do so could delay loan closing.
9. **Automatic Payments** - The applicant is required to participate in the Pre-Authorized Debit (PAD) payment process for all new and existing indebtedness to RD. It will allow for the applicant's payment to be electronically debited from its account on the date their payment is due. Form RD 3550-CLSS, "Authorization Agreement for Preauthorized Payments," is attached. Please fill out and sign your "Individual/Company Information" section, then have your financial institution/bank fill out the bottom portion prior to submitting the form to the RD service office.
10. **Loan Closing**—The permanent loan will be closed in accordance with RD instructions, the legal requirements of the USDA OGC, and this Letter of Conditions. All DRAFT applicable closing documents, including bond documents, must be submitted to RD at least 90 days prior to the planned closing date. Prior to loan closing, a request for reimbursement must be submitted to RD with all the supporting invoices.
11. **Operating Budget**— Prior to loan closing, RD must review the applicant's approved operating budget. The budget must balance and include the proposed USDA debt service and reserve obligations. Each year the USDA loan is outstanding, the applicant will adopt an annual budget which provides for the annual debt service and reserve payments.
12. **System for Award Management Registration and Unique Entity ID**—You as the recipient must maintain the currency of your information in the System for Award Management (SAM) until you submit the final financial report required under this award and all grant funds under this award have been disbursed or de-obligated, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Recipients can register on-line at (<https://www.sam.gov>) You as the recipient may not make a sub-award to an entity unless the entity has provided its Unique Entity ID from SAM.gov to you.
13. **Suspension and Debarment Screening** – You will be asked to provide information on the principals of your organization. Agency staff must conduct screening for suspension and debarment of the entity, as well as its principals through the Do Not Pay Portal.
 - a. Principal –
 - i. An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or

- ii. A consultant or other person, whether or not employed by the participant or paid with federal funds, who –
 - 1. Is in a position to handle federal funds;
 - 2. Is in a position to influence or control the use of those funds; or, occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR §180.995)

14. Litigation. You are required to notify the Agency within 30 days of receiving notification of being involved in any type of litigation prior to loan closing or start of construction, whichever occurs first. Additional documentation regarding the situation and litigation may be requested by the Agency.

SECTION II. LOAN CONDITIONS TO BE SATISFIED AFTER PROJECT COMPLETION

1. **Financial Statements**—To be submitted on an annual basis in accordance with the following:
 - a. 2 CFR Part 200, Subpart F establishes audit requirements that borrowers and grantees must follow. Borrowers and grantees who expend \$1,000,000 or more in Federal awards in their fiscal year, have CF loan balances totaling \$1,000,000 or more, or a combination of the two must submit an audit in accordance with 2 CFR 200, Subpart F.

Federal funds expended during a borrowers fiscal year: 2 CFR Part 200, Subpart F requires a borrower that expends \$1,000,000 or more in Federal awards in their fiscal year to submit a single or program-specific audit. A CF direct loan, guaranteed loan, and/or grant, or any combination thereof, are considered Federal awards.

Grantees: Grantees that expend \$1,000,000 or more in a year in Federal awards must have an audit conducted in accordance with 2 CFR Part 200, Subpart F except when the grantee elects to have a program specific audit conducted.

Prior loan and loan guarantees: 2 CFR Part 200, §200.502(b) establishes the basis for including loan and loan guarantees (loans) on the Schedule of Expenditures of Federal Awards (SEFA). The value of new loans made or received during the audit period plus the beginning of the audit period balance of loans from previous years for which the Federal Government imposes continuing compliance requirements must be reported on the SEFA. CF Program loans require its borrowers to meet continuing compliance requirements. Continuing compliance requirements that CF borrowers must meet include, but are not limited to, funding reserves, maintaining insurance, deposit funds in Federally insured banks, meet financial covenants, maintain sufficient debt service ratios, comply with civil rights requirements, and comply with additional requirements established as part of the loan approval process.

Borrowers and grantees must submit audits within nine months from the end of the borrower's fiscal year or 30 days after receipt from the auditor, whichever is earlier. The audited financial statements must be submitted to the Federal Audit Clearinghouse.

- b. All borrowers exempt from the audit requirements cited in 1(a) above, and who do not otherwise have annual audits, will within 60 days following the end of the borrower's fiscal year furnish RD with annual financial statements, consisting of a verification of the organizations, balance sheet and statement of income and expenses.

Grantees exempt from the audit requirements cited in 1(a) above, and who do not otherwise have annual audits, will within 60 days following the end of the fiscal year in which any grant funds were expended furnish RD with annual financial statements consisting of a verification of the organizations, balance sheet and statement of income and expenses.

The borrower/grantee may use Forms RD 442-2 "Statement of Budget, Income and Equity" and 442-3 "Balance Sheet", or similar format to provide the financial information. For borrowers using Form RD 442-2, the dual purpose of fourth quarter management reports, when required, and annual statements of income will be met with this one submission.

2. **Audit agreement**—If you are required to obtain the services of a licensed Certified Public Accountant (CPA), you must enter into a written audit agreement with the auditor. The audit agreement may include terms and conditions that you and auditor deem appropriate.
3. **Limitations of Additional Debt**- You will not borrow any money from any source or enter into any contract or agreement or incur any other liabilities in connection with making extensions or improvements to the facility, exclusive of normal maintenance, without obtaining the prior written consent of the Agency.
4. **Compliance Reviews**—RD will be required to periodically conduct a compliance review of this facility and operation. Compliance reviews will be completed one year after loan closing and every three years thereafter. You will need to provide the local office the statistical information as requested. The Agency will conduct regular compliance reviews of the borrower and its operation in accordance with Architectural Barriers Act (ABA) Accessibility Guidelines.
5. **Continuation of Financing Statement**- At the time of renewal (every 5 years) the borrower must provide a \$38.00 (or applicable filing fee) check payable to the **Secretary of State** (fee subject to change based on current Secretary of State fee schedule) for the continuation of the Financing Statement until the loan is paid in full.
6. **Security Inspections**—RD is required to conduct an inspection of the facility a minimum of once every three years. The recipient must participate in these inspections and provide the required information. Compliance reviews will typically be conducted in conjunction with the security inspections described in this letter. If beneficiaries (users) are required to complete an application or screening for the review to collect data by race (American Indian or Alaska Native, Asian, Black or African) the Agency will utilize this data as part of the required compliance review.
7. **Graduation**—You may be required to refinance (graduate) the unpaid balance of the RD loan, in whole or in part, if at any time RD determines your entity is able to obtain a loan for such purposes from responsible cooperative or private sources at reasonable rates and

terms for loans for similar purposes and periods of time, the recipient will be requested to refinance. The ability to refinance will be assessed every other year for those loans that are five years old or older.

8. **Prepayment and Extra Payments** - Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of borrower, with no penalty.

Security instruments, including bonding documents, must contain the following language regarding extra payments, unless prohibited by State statute:

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of borrower. Refunds, extra payments and loan proceeds obtained from outside sources for the purpose of paying down the Agency debt, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of borrower to pay the remaining installments as scheduled in your security instruments.

Form RD 1942-46
(Rev. 6-10)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

FORM APPROVED
OMB NO. 0575-0015
OMB NO. 0570-0062

LETTER OF INTENT TO MEET CONDITIONS

Date 09-08-2025

TO: United States Department of Agriculture

Rural Development

(Name of USDA Agency)

Town of Warrenton
P.O. Box 622
Warrenton, NC 27589

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 09-08-2025. It is our intent to meet all of them not later than 09-08-2026.

Town of Warrenton

(Name of Association)

BY

Walter M. Gardner, Jr., Mayor

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data. needed, and completing and reviewing the collection of information.

USDA

Form RD 1942-47
(Rev. 12-97)LOAN RESOLUTION
(Public Bodies)FORM APPROVED
OMB NO. 0575-0015A RESOLUTION OF THE Town CouncilOF THE Town of WarrentonAUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING
A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITSLeaf Loader Machine

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the Town of Warrenton
(Public Body)(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of
43,000.00pursuant to the provisions of N.C.G.S. 160A; and

WHEREAS, the Association intends to obtain assistance from the Rural Housing Service, Rural Business - Cooperative Service, Rural Utilities Service, or their successor Agencies with the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U. S. C. 1983 (c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$ 10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contract or agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by the Government. No free service or use of the facility will be permitted.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established and maintained, disbursements from that account may be used when necessary for payments due on the bond if sufficient funds are not otherwise available. With the prior written approval of the Government, funds may be withdrawn for:
 - (a) Paying the cost of repairing or replacing any damage to the facility caused by catastrophe.
 - (b) Repairing or replacing short-lived assets.
 - (c) Making extensions or improvements to the facility.

Any time funds are disbursed from the reserve account, additional deposits will be required until the reserve account has reached the required funded level.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain the Government's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed \$ 50,000

under the terms offered by the Government; that the Mayor
 and Finance Officer of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee

The vote was: Yeas _____ Nays _____ Absent _____.

IN WITNESS WHEREOF, the Town Council of the

Town of Warrenton has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this 8th day of September, 2025.

(SEAL)

By Walter M. Gardner, Jr.,

Attest:

Title Mayor

Robert F. Davie, Jr., Town Clerk

Title

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as _____ of the Town of Warrenton
hereby certify that the _____ of such Association is composed of
_____ members, of whom _____, constituting a quorum, were present at a meeting thereof duly called and
held on the _____ day of _____, _____; and that the foregoing resolution was adopted at such meeting
by the vote shown above. I further certify that as of _____, the date of closing of the loan from the Government, said resolution
remains in effect and has not been rescinded or amended in any way.

Dated, this _____ day of _____, _____.

Title _____

Position 3
OPERATING BUDGET

Form Approved
OMB No. 0575-0015
Exp Date 12/31/2024
Schedule 1

| | | | | | | | | |
|---|----|-----------------------|-----|---|-----------|-----------|----|-----------------|
| Name Warrenton, Town of | | Address PO Box 281 | | Warrenton, NC 27589- | | | | |
| Applicant Fiscal Year From | | County Warren | | State (Including ZIP Code) NC 27589- | | | | |
| | To | 20 | 20 | 20 | 25 | 20 | 26 | First Full Year |
| | | (1) | (2) | (3) | (4) | (5) | | |
| OPERATING INCOME | | | | | | | | |
| 1. TOTAL (Too Many Rows to Display) | | 0 | 0 | 1,552,351 | 1,689,382 | 1,723,201 | | |
| 2. | | | | | | | | |
| 3. | | | | | | | | |
| 4. | | | | | | | | |
| 5. Miscellaneous | | 0 | 0 | 0 | 0 | 0 | | |
| 6. Less: Allowances and Deductions | (|) | (|) | (|) | (|) |
| 7. Total Operating Income (Add Lines 1 through 6) | | 0 | 0 | 1,552,351 | 1,689,382 | 1,723,201 | | |
| OPERATING EXPENSES | | | | | | | | |
| 8. TOTAL (Too Many Rows to Display) | | 0 | 0 | 1,461,017 | 1,724,600 | 1,748,637 | | |
| 9. | | | | | | | | |
| 10. | | | | | | | | |
| 11. | | | | | | | | |
| 12. | | | | | | | | |
| 13. | | | | | | | | |
| 14. | | | | | | | | |
| 15. Interest (RD) | | 0 | 0 | 8,230 | 7,304 | 8,434 | | |
| 16. Depreciation | | 0 | 0 | 60,000 | 60,000 | 60,000 | | |
| 17. Total Operating Expense (Add lines 8 through 16) | | 0 | 0 | 1,461,017 | 1,724,600 | 1,748,637 | | |
| 18. NET OPERATING INCOME (LOSS) (Line 7 less 17) | | 0 | 0 | 91,335 | -35,218 | -25,436 | | |
| NONOPERATING INCOME | | | | | | | | |
| 19. | | | | | | | | |
| 20. | | | | | | | | |
| 21. Total Nonoperating Income (Add Lines 19 and 20) | | 0 | 0 | 0 | 0 | 0 | | |
| 22. NET INCOME (LOSS) (Add Lines 18 and 21) (Transfer to Line A Schedule 2) | | 0 | 0 | 91,335 | -35,218 | -25,436 | | |

Budget and Projected Cash Flow Approved by Governing Body

Attest: _____
Robert F. Davie, Jr., Town Clerk

~~Secretary~~

09/08/2025

Date

Walter M. Gardner, Jr., Mayor

~~Appropriate Official~~

09/08/2025

Date

PROJECTED CASH FLOW

| | 20 | 20 | 20 25 | 20 26 | First Full Year |
|--|----|------|------------|----------|-----------------|
| A. Line 22 from Schedule 1 Income (Loss) | 0 | 0 | 91,335 | -35,218 | -25,436 |
| Add | | | | | |
| B. Items in Operations not Requiring Cash: | | | | | |
| 1. Depreciation (Line 16, Schedule 1) | 0 | 0 | 60,000 | 60,000 | 60,000 |
| 2. Others: _____ | 0 | 0 | 0 | 0 | 0 |
| C. Cash Provided from: | | | | | |
| 1. Proceeds from RD loan/grant | | | | 93,000 | |
| 2. Proceeds from others | | | | | |
| 3. Increase (Decrease) in Accounts Payable, Accruals and other Current Liabilities | | | | | |
| 4. Decrease (Increase) in Accounts Receivable, inventories and Other Current Assets (Exclude Cash) | | | | | |
| 5. Other: _____ | | | | | |
| 6. _____ | | | | | |
| D. Total all A, B and C Items | 0 | 0 | 151,335 | 117,782 | 34,564 |
| E. Less: Cash Expended for: | | | | | |
| 1. All Construction, Equipment and New Capital Items (Loan and grant funds) | | | | 93,000 | |
| 2. Replacement and Additions to Existing Property, Plant and Equipment | | | | | |
| 3. Principal Payment RD Loan | | | 22,415 | 23,341 | 24,301 |
| 4. Principal Payment Other Loans | | | | | 7,802 |
| 5. Other: _____ | | | | | |
| 6. Total E 1 through 5 | 0 | 0 | 22,415 | 116,341 | 32,102 |
| Add | | | | | |
| F. Beginning Cash Balances | | | 842,815 | 971,734 | 973,175 |
| G. Ending Cash Balances (Total of D minus E 6 plus F) | 0 | 0 | 971,735 | 973,175 | 975,637 |
| Item G Cash Balances Composed of: | | | | | |
| Construction Account | | | | | |
| Revenue Account | | | | | |
| Debt Payment Account | | | | | |
| O&M Account | | | 970,293 | | |
| Reserve Account | | | 1,441 | 1,441 | 2,431 |
| Funded Depreciation Account | | | | | |
| Others: _____ | | | | | |
| _____ | | | | | |
| Total - Agrees with Item G | 0 | 0.00 | 971,734.00 | 1,441.00 | 2,431.00 |

BUDGET ATTACHEMNT

Income Detail

| <u>Income Source</u> | <u>Year1_0</u> | <u>Year2_0</u> | <u>Year3_2025</u> | <u>Year4_2026</u> | <u>First Full Year</u> |
|----------------------|----------------|----------------|-------------------|-------------------|------------------------|
| Other | 0.00 | 0.00 | 0.00 | 41,054.00 | 41,054.00 |
| Other | 0.00 | 0.00 | 0.00 | 2,200.00 | 2,200.00 |
| Other | 0.00 | 0.00 | 0.00 | 33,916.00 | 33,916.00 |
| Other | 0.00 | 0.00 | 0.00 | 88,600.00 | 88,600.00 |
| Other | 0.00 | 0.00 | 0.00 | 377,000.00 | 377,000.00 |
| Other | 0.00 | 0.00 | 0.00 | 122,255.00 | 122,255.00 |
| Other | 0.00 | 0.00 | 0.00 | 64,057.00 | 64,057.00 |
| Other | 0.00 | 0.00 | 0.00 | 64,680.00 | 64,680.00 |
| Other | 0.00 | 0.00 | 0.00 | 208,926.00 | 208,926.00 |
| Other | 0.00 | 0.00 | 0.00 | 65,910.00 | 65,910.00 |
| Other | 0.00 | 0.00 | 0.00 | 0.00 | 33,788.00 |
| Other | 0.00 | 0.00 | 1,552,351.26 | 0.00 | 0.00 |
| Miscellaneous | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Less: Allowances and | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Other | 0.00 | 0.00 | 0.00 | 620,784.00 | 620,815.00 |
| TOTALS | | | 1,552,351 | 1,689,382 | 1,723,201 |

Expense Detail

| <u>Expense Source</u> | <u>Year1_0</u> | <u>Year2_0</u> | <u>Year3_2025</u> | <u>Year4_2026</u> | <u>First Full Year</u> |
|-----------------------|----------------|----------------|-------------------|-------------------|------------------------|
| | 0.00 | 0.00 | 60,000.00 | 60,000.00 | 60,000.00 |
| General Government | 0.00 | 0.00 | 0.00 | 480,243.00 | 469,361.79 |
| Public Safety | 0.00 | 0.00 | 0.00 | 707,853.00 | 707,853.00 |
| Sanitation | 0.00 | 0.00 | 0.00 | 132,084.00 | 132,084.00 |
| Other | 0.00 | 0.00 | 0.00 | 176,115.00 | 176,115.00 |
| Other | 0.00 | 0.00 | 0.00 | 40,535.00 | 40,535.00 |
| Other | 0.00 | 0.00 | 0.00 | 93,928.00 | 93,928.00 |
| Other | 0.00 | 0.00 | 0.00 | 15,100.00 | 15,100.00 |
| Other | 0.00 | 0.00 | 0.00 | 11,438.00 | 11,438.00 |
| Other | 0.00 | 0.00 | 1,392,786.45 | 0.00 | 0.00 |
| | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Other | 0.00 | 0.00 | 0.00 | 0.00 | 33,788.00 |
| Interest | 0.00 | 0.00 | 8,230.07 | 7,304.23 | 8,433.72 |
| TOTALS | | | 1,461,017 | 1,724,600 | 1,748,637 |

REQUEST FOR OBLIGATION OF FUNDS

| INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED () | | | | |
|---|--|---|--|---|
| Complete Items 1 through 29 and applicable Items 30 through 34. See FMI. | | | | |
| 1. CASE NUMBER ST CO BORROWER ID 38-093-729256814 | | LOAN NUMBER | | FISCAL YEAR 2025 |
| 2. BORROWER NAME Warrenton, Town of | | 3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2) | | |
| | | 4. STATE NAME North Carolina | | |
| | | 5. COUNTY NAME Warren | | |
| GENERAL BORROWER/LOAN INFORMATION | | | | |
| 6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - AI/AN 4 - HISPANIC 5 - API | | 7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC OF FARMERS 6 - ORG OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER | | 8. COLLATERAL CODE 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT |
| 9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC | | | | |
| 10. SEX CODE 6 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY | | 11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED) | | 12. VETERAN CODE 1 - YES 2 - NO |
| 13. CREDIT REPORT 2 1 - YES 2 - NO | | | | |
| 14. DIRECT PAYMENT 2 (See FMI) | | 15. TYPE OF PAYMENT 2 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY | | 16. FEE INSPECTION 2 1 - YES 2 - NO |
| 17. COMMUNITY SIZE 1 - 10 000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000 | | 18. USE OF FUNDS CODE (See FMI) | | |
| COMPLETE FOR OBLIGATION OF FUNDS | | | | |
| 19. TYPE OF ASSISTANCE 981 (See FMI) | | 20. PURPOSE CODE 8 | | 21. SOURCE OF FUNDS |
| 22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION | | | | |
| 23. TYPE OF SUBMISSION 2 1 - INITIAL 2 - SUBSEQUENT | | 24. AMOUNT OF LOAN \$43,000.00 | | 25. AMOUNT OF GRANT |
| 26. AMOUNT OF IMMEDIATE ADVANCE | | 27. DATE OF APPROVAL MO DAY YR | | 28. INTEREST RATE 4.8750 % |
| 29. REPAYMENT TERMS 5 | | | | |
| COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS | | | | |
| 30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT | | | | |
| COMPLETE FOR EM LOANS ONLY | | | | |
| 31. DISASTER DESIGNATION NUMBER (See FMI) | | 32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN | | |
| 33. OBLIGATION DATE MO DA YR | | 34. BEGINNING FARMER/RANCHER (See FMI) | | |

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder

COPY 1 - Finance Office

COPY 2 - Applicant/Lender

COPY 3 - State Office

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

As per the terms and conditions listed on the Letter of Conditions dated September 8, 2025.

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. _____ YES _____ NO

WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date September 8, 20 25

Walter M. Gardner, Jr., Mayor

(Signature of Applicant)

Date September 8, 20 25

Robert F. Davie, Jr., Clerk to the Board

(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: Robert Hosford

Date Approved: _____

Title: State Director

38. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

USDA
Form RD 400-4
(Rev. 06-25)

Position 3

ASSURANCE AGREEMENT
(Under Title VI, Civil Rights Act of 1964)

The

Town of Warrenton

(name of recipient)

P.O. Box 662, Warrenton, NC 27589

(address)

As a condition of receipt of Federal financial assistance, you acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of Federal laws and regulations prohibiting discrimination, including but not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits you from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.) as implemented by 7 CFR Part 15;
2. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.) as implemented by 7 CFR Part 15a;
3. The Age Discrimination Act of 1975, as amended, which prohibits you from discriminating on the basis of age (42 U.S.C. 6101 et seq.) as implemented by 7 CFR Part 15c;
4. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits you from discriminating on the basis of disability (29 U.S.C. 794) as implemented by 7 CFR Part 15e;
5. Title VIII of the Civil Rights Act, which prohibits you from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.) as implemented by 7 CFR Part 3560.2; and

Titles II (State and Local Governments) and III (Places of public accommodation) of the Americans with Disabilities Act, which prohibit you from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189), as implemented by 28 CFR Part 35.190(b)(1).

Responsibilities:

1. You must cooperate with any compliance review or complaint investigation conducted by USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).
2. You must give USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary to meet statutory requirements.
3. You must keep accurate records and timely submit information (including all reports, data collection and evaluation requirements) as described by law or detailed in program guidance.
4. You must inform participants, beneficiaries, and other interested persons of the protection assured them against discrimination according to the provisions of this agreement and statutory requirements.

5. If you (the recipient) have been accused of discrimination on the grounds of race, color, national origin, sex, age, disability, religion, or familial status, in the past three years, you must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin, sex, age, disability, religion, or familial status against you, or you settle a case or matter alleging such discrimination, you must forward a copy of the complaint and findings to USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), Civil Rights Office.

Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), this assurance obligates the Recipient for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Recipient for the period during which the federal assistance is extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).

Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Recipient's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), the Recipient agrees not to discriminate on the grounds of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Data Collection

The Recipient agrees to compile and maintain information pertaining to programs or activities developed as a result of the Recipient's receipt of federal assistance from Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service). Such information may include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) to be relevant to the obligation to assure compliance by recipients with laws cited in this assurance agreement.

| | |
|-------------------------------|-------|
| Walter M. Gardner, Jr., Mayor | |
| | Title |

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

APPLICANT CERTIFICATION
FEDERAL COLLECTION POLICIES FOR CONSUMER OR COMMERCIAL DEBTS

The Federal Government is authorized to check credit information about the applicant(s) including using the federal Credit Alert Interactive Voice Response System (CAIVRS) or its successors to check to see if the applicant(s) are delinquent or in default on a Federal debt.

The Federal Government is also authorized by law to take any or all of the following actions in the event your loan payments become delinquent or you default on your loan:

- Report your name and account information to a credit reporting agency, and the Credit Alert Interactive Voice Response System (CAIVRS).
- Assess interest and penalty charges for the period of time that payment is not made.
- Assess charges to cover additional administrative costs incurred by the government to service your account.
- Offset amounts to be paid to you from your Federal income tax refund.
- Offset amounts to be paid to you under other Federal Programs.
- Refer your account to a private collection agency to collect the amount due.
- Foreclose on any security you have given for the loan.
- Pursue legal action to collect through the courts.
- Report any written off debt to the Internal Revenue Service as taxable income.
- If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits.
- Debar or suspend you from doing business with the Federal Government either as a participant or principal throughout the executive branch of the Federal Government for the period of debarment or suspension.
- Refer any debt that is delinquent to the Treasury Offset Program (TOP) in accordance with the Debt Collection Improvement Act of 1996.
- Refer any eligible debt that is delinquent to the Treasury for cross servicing in accordance with the Debt Collection Improvement Act of 1996.
- Garnish your wages as allowed by the Debt Collection Improvement Act of 1996.

Any or all of these actions may be used to recover any debts owed when it is determined to be in the interest of the Government to do so.

CERTIFICATION: I/we have read and I/we understand the actions the Federal Government may take in the event that I/we fail to meet my/our scheduled payments in accordance with the terms and conditions of my/our agreement. I/we understand that the above list is not all inclusive and that the Federal Government may deem additional actions necessary to collect should I/we become delinquent.

(Signature-Individual(s))

(Date)

(Signature-Individual(s))

(Date)

(SEAL)

09-08-2025

(Date)

Town of Warrenton

(Name of Applicant)

ATTEST:

(Signature of Authorized Entity Official)

Walter M. Gardner, Jr., Mayor

(Title of Authorized Entity Official)

PO Box 662

(Address)

(Signature of Attesting Official)

Robert F. Davie, Jr., Town Clerk

(Title of Attesting Official)

Warrenton, NC 27589

(City, State, and Zip Code)

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Town of Warrenton

(name)

09-08-2025

(date)

Walter Gardner, Jr., Mayor

(title)

000

COMMUNITY FACILITIES GRANT AGREEMENT

Grantee and Agency

This Grant Agreement (Agreement) dated 09/08/2025, is a contract for receipt of grant funds under the Community Facility Grant program (7 C.F.R. part 3570, subpart B). These requirements do not supersede the applicable requirements for receipt of Federal funds stated in 2 C.F.R. Part 200, "UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS", which are incorporated by reference into this Agreement. Further, 7 C.F.R. part 3570, subpart B, and all relevant regulatory requirements apply to applicants and are also incorporated by reference into this Agreement.

This Agreement for the Project and Amount described below (the "Project Description") and for the Community Facilities grant, CFDA Number 10.766, is between the Grantee, a public body, nonprofit corporation or Indian tribe (you), and the United States of America acting through the Rural Housing Service (RHS or Agency).

I. GENERAL AWARD INFORMATION

| | |
|---|--|
| 1. Grantee Name & Address Warrenton, Town of PO Box 662 Warrenton, NC 27589- | 2. Unique Entity ID. FTDDNQBZNFWS |
| | 3. Case No. 38-093-*****1362 |
| 4. Federal Award Identification Number (FAIN) | 5. Award Date |
| 6. Performance Start Date 09/08/2025 | 7. Performance End Date 09/30/2030 |
| 8. Amount of Federal Funds Obligated for this Action, 50,000.00 and Total Amount of Federal Funds Obligated 93,000.00 | 9. Amount of Matching/Other Funds (if applicable) 913.00 |
| 10. Total Project Cost (Budget Approved Amount) 93,913.00 | 11. Award as Percentage of Total Project Cost 53.24 % |
| 12. Grantee Contact (Name, Title, Contact Info) Walter M. Gardner, Jr., Mayor 252-257-1122 | 13. Agency Contact (Name, Title, Contact Info) Monica Thornton, Area Specialist (252) 358-7924 |
| 14. Description of Real Property covered by the grant N/A | 15. Description of Equipment covered by the grant Leaf Loader Machine |

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 0575-0173 and 0575-0200. Public reporting for this collection of information is estimated to be approximately 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. All responses to this collection of information are voluntary. However, in order to obtain or retain a benefit, the information in this form is required by 7 CFR 3570-B, Community Facilities Grant Program, and Section 1002 of the American Rescue Plan Act. Rural Development has no plans to publish information collected under the provisions of this program. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Information Collection Clearance Officer, Rural Development Innovation Center, Regulations Management Division at ICRMTRequests@usda.gov.

The Agency has agreed to give the Grantee the Grant Funds, subject to the terms and conditions established by the Agency. Provided, however, that any Grant Funds actually advanced and not needed for grant purposes shall be returned immediately to the Agency. The Agency may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation.

II. RESPONSIBILITIES

A. Grantee. The Grantee shall cause said project to be completed within the total sums available to it, including Grant Funds, in accordance with any architectural or engineering reports, and any necessary modifications, prepared by Grantee and approved by the Agency as required by 7 C.F.R. part 3570. The Grantee will remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement including 7 C.F.R. part 3570, subpart B and 2 C.F.R. parts 200, 400, 415, 416, 417, 418, 421, and 422. The most commonly-referenced provisions are identified below.

1. **Financial and Program Management.** You must follow the financial and performance management requirements in 2 C.F.R. § 200.300-.309.

a. **Financial Management.** You must maintain a financial management system in compliance with 2 C.F.R. § 200.302.

b. **Internal Controls.** You must maintain internal controls in compliance with 2 C.F.R. § 200.303.

c. **Payments.** You must comply with the payment requirements described in 2 C.F.R. § 200.305. Payment must be requested by using the SF-270, "Request for Advance or Reimbursement" or SF-271, "Request for Reimbursement for Construction Programs" (as applicable). Receipts, hourly wage rate, personnel payroll records, or other documentation must be provided upon request from RHS if the request is for an advance; otherwise, the documentation must be provided at the time of the request. Requests for payment must be sent to the Agency contact listed in Section I.14.

d. **Revisions of the Work Plan and Budget.** You must complete all elements of the Work Plan in Attachment A in accordance with that Attachment and must use project funds only for the purposes and activities specified in Attachment A - Approved Work Plan and Budget. You must further complete the outcomes shown for each Work Plan items within the time and scope constraints shown in Attachment A. You must report any changes and request prior approvals in accordance with 2 C.F.R. § 200.308.

e. **Period of Performance.** You may only incur costs chargeable to the award in accordance with 2 C.F.R. § 200.309.

f. **Bonding.** You must maintain your fidelity bond coverage in the amount of \$ 50,000.00 for the Period of Performance of the award. (See 2 C.F.R. § 200.304)

g. Program Income. You must comply with the requirements of 2 C.F.R. § 200.307. Additionally, if program income is earned during the period of performance, you may use it in accordance with 2 C.F.R. § 200.307(e)(2), provided that you inform us in writing of your intent prior to the award date. However, if you earn program income in excess of what can be used under 2 C.F.R. § 200.307(e)(2) or if you earn unanticipated program income, you must comply with 2 C.F.R. § 200.307(e)(1). Costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award.

- 2. Procurement and Property Standards.** You must follow the procurement standards requirements in 2 C.F.R. § 200.310-.326.
- 3. Performance and Financial Monitoring and Reporting.** You must follow the requirements in 2 C.F.R. Part 170, including Appendix A, and 2 C.F.R. § 200.327-.329, and submit reports as outlined below. Unless otherwise directed in the addendum to this Agreement, the reports are due as indicated below.

a. Form SF-425, "Financial Status Report." Reports are due 30 calendar days after the reporting period ends. A final report is due within 120 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):

- ☐ Annually: January 1 - December 31
- ☐ Annually: July 1 - June 30
- ☐ Semi-Annually: January 1 – June 30 and July 1 – December 31
- ☐ Semi-Annually: April 1 – September 30 and October 1 – March 31
- ☒ Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31

b. Performance Reports. SF-PPR, "Performance Progress Report" is due 30 calendar days after the reporting period ends. A final report is due within 120 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):

- ☐ Annually: January 1 - December 31
- ☐ Annually: July 1 - June 30
- ☐ Semi-Annually: January 1 – June 30 and July 1 – December 31
- ☐ Semi-Annually: April 1 – September 30 and October 1 – March 31
- ☒ Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31

The performance narrative on the Performance Project Report shall include, but is not limited to, the following:

- i. Describe the activities that the funds reflected in the financial status report were used for;
- ii. A comparison of actual accomplishments to the objectives established for that period;
- iii. Reasons why established objectives were not met, if applicable;
- iv. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of project work elements during established time periods. This disclosure shall be accompanied by a statement of the action taken or planned to resolve the situation;
- v. Objectives and timetables established for the next reporting period;

The final report (due 120 calendar days after the period of performance end date) will also address the following:

- i. What have been the most challenging or unexpected aspects of this program?
- ii. What advice, best practices, and actions would you recommend to other organizations planning a similar program that would increase the success of their program? Please include strengths and limitations of the program. If you had the opportunity, what would you have done differently?

4. **Operations.** The Grantee will manage, operate and maintain the facility, including this project if less than the whole of said facility, continuously in an efficient and economical manner in accordance with 7 C.F.R. § 3570.61(e).
5. **Funding.** The Grantee will not use grant funds to replace any financial support previously provided or assured from any other source. The Grantee agrees that the Grantee's level of expenditure for the Project shall be maintained and not reduced as a result of Grant Funds in accordance with 7 C.F.R. § 3570.66.
6. **Default.** Upon any default under its representations or agreements contained in this instrument, 2 C.F.R. Part 200, or 7 C.F.R. Part 3570, Grantee, at the option and demand of the Agency, will immediately repay to the Agency the Grant Funds with any legally permitted interest from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Agreement may be enforced by the Agency, at its option and without regard to prior waivers of previous defaults by Grantee, by judicial proceedings to require specific performance of the terms of this Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by the Agency to assure compliance with the provisions of this Agreement and the laws and regulations under which this grant is made.

7. **Real Property.** Use the real property including land, improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed and in accordance with 2 C.F.R. § 200.311; 2 C.F.R. § 200.312; 7 C.F.R. § 15.4(a)(2) and 7 C.F.R. § 3570.92. In accordance with Title VI of the Civil Rights Act of 1964, deeds for real property must comply with the requirements for the Reverter and Habendum clauses.
- a. Title to real property shall vest in the Grantee subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.
 - b. The Grantee shall obtain the Agency's approval to use the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Agency.
 - c. When the real property is no longer needed, as provided in paragraphs (a) and (b) above, the Grantee shall request disposition instructions from the Agency. The Agency will observe the following rules in the disposition instructions:
 - i. The Grantee may be permitted to retain title after it compensates the Federal government in an amount computed by applying the Federal percentage of participation in the cost of the original Project to the fair market value of the property;
 - ii. The Grantee may be directed to sell the property under guidelines provided by the Agency and pay the Federal government an amount computed by applying the Federal percentage of participation in the cost of the original Project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practical and result in the highest possible return;
 - iii. The Grantee may be directed to transfer title to the property to the Federal government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or Project to the current fair market value of the property;
8. **Equipment.** Abide by the following conditions pertaining to equipment which is furnished by the Agency or acquired wholly or in part with Grant Funds. Equipment is defined at 2 C.F.R. § 200.33 and is tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

a. **Use of equipment.** The Grantee shall use the equipment in the Project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other federally sponsored activities, if any, in the following order of priority:

- i. Activities sponsored by the Agency.
- ii. Activities sponsored by other Federal agencies.

b. **Use of equipment.** During the time that equipment is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the property was originally acquired. First preference for such other use shall be given to the Agency sponsored projects. Second preference will be given to other federally sponsored projects.

c. **Disposition of equipment.** When the Grantee no longer needs the property as provided in paragraph 1 (a) and (b) above, the equipment may be sold or used for other activities in accordance with 2 C.F.R. § 200.313 and 7 C.F.R. §15.4(a)(3) :

- i. Equipment with a current fair market value of less than \$5,000. The Grantee may use the property for other activities without reimbursement to the Federal government or sell the property and retain the proceeds.
- ii. Equipment with a current fair market value of \$5,000 or more. The Grantee may retain the property for other uses provided that compensation is made to the Agency. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original Project to the current fair market value of the property. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the Agency.
- iii. The Agency shall determine whether the equipment can be used to meet RHS or its successor agency's requirements. If no such requirements exist, the availability of the property shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Agency to determine whether a requirement for the equipment exists in other Federal agencies. They shall issue instructions to the Grantee no later than 120 days after the Grantee's request and the following procedures shall govern:

- If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share 10 percent of the proceeds or \$500, whichever is less, for the Grantee's selling and handling expenses.
 - If the Grantee is instructed to ship the property elsewhere, the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant Project or program to the current fair market value of the equipment plus any reasonable shipping or interim storage costs incurred.
 - If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Agency for such costs incurred in its disposition.
- d. The Grantee's property management standards for equipment shall be in accordance with 2 CFR § 200.313 and shall include:
- i. Property records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the Project for which the equipment was acquired; location, use, and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price, or the method used to determine current fair market value if the Grantee reimburses the Agency for its share.
 - ii. A physical inventory of equipment shall be taken, and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.
 - iii. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.
 - iv. Adequate maintenance procedures shall be implemented to keep the equipment in good condition.
 - v. Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return;

9. **Earned Interest.** Grantee agree to account for and to return to Agency interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or an instrumentality of a State shall not be held accountable for interest earned on Grant Funds pending their disbursement.
10. **Record Retention and Access.** You must retain records related to this work performed under this Agreement and allow access to them in accordance with 2 C.F.R. § 200.333-.337.
11. **Closeout.** You must comply with the closeout requirements in 2 C.F.R. § 200.344.
12. **Post-Closeout Adjustments and Continuing Responsibilities.** You must continue to comply with the requirements in 2 C.F.R. § 200.345 even after the Period of Performance for this Agreement has ended.
13. **Cost Principles.** You must comply with the provisions in 2 C.F.R. Part 200, Subpart E.
14. **Audits.** You must comply with the provisions in 2 C.F.R. Part 200, Subpart F.
15. **Civil Rights Compliance.** Unless otherwise provided in the addendum, you must comply with Executive Order 12898, Executive Order 13166- Limited English Proficient, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973 as applicable. You must make the public facility or services available to all persons in the Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status or physical or mental disability at reasonable rates, including assessments, taxes, or fees. You may make modifications as long as they are reasonable and nondiscriminatory. Your compliance shall include collection and maintenance of data on race, sex, and national origin of your membership, ownership, and employees. This data must be available to us for Civil Rights Compliance Reviews. You must submit to a post-award compliance review conducted after the final disbursement of grant funds has occurred.
16. **Execute Agreements.** The Grantee will execute any agreements required by the Agency which the Grantee is legally authorized to execute. If any such agreement has been executed by the Grantee as a result of a loan being made to the Grantee by the Agency contemporaneously with the making of this grant, that agreement applies equally to the grant and another identical agreement need not be executed in connection with this grant.

17. **Universal Identifier and Central Contractor Registration.** The Grantee must have a Unique Entity ID number in order to apply for, receive, and report on a Federal award. Additionally, the Grantee must comply with the additional requirements set forth in Attachment C regarding the Unique Entity ID Requirements and the Central Contractor Registry (CCR) Requirements found at 2 CFR Part 25, including Appendix A. For the purposes of this Agreement, “you” in Attachment B shall mean “Grantee” as defined hereunder;
 18. **Federal Funding Accountability and Transparency Act.** The Grantee is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the Grantee at 2 CFR Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR Part 170 Reporting Subaward and Executive Compensation Information. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310. See also 2 C.F.R. § 200.11-200.113.
 19. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Agency or acquired wholly or in part with Agency funds without the written consent of the Agency except as provided in paragraph 8 (c).
 20. Not duplicate other Project purposes for which monies have been received, are committed, or are applied to from other sources (public or private).
- B. Rural Housing Service (RHS).** RHS has agreed to give the Grantee the grant funds, subject to the terms and conditions established by RHS. Provided, however, that any grant funds actually advance and not needed for grant purposes shall be returned immediately to RHS. RHS may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation. RHS shall remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement. The most commonly-referenced provisions are identified below.
1. **Payments.** We will advance or reimburse funds up to the Award Amount identified in Section I.9 upon the Grantee’s proper request according to Section II.A.1.c.
 2. **Monitoring and Enforcement.** We will monitor the project to ensure that you are in compliance with the terms of the award. If we find that you are not in

compliance, we will enforce the terms of this Agreement using the provisions of 2 C.F.R. § 200.338-.342.

- a. Will assist Grantee, within available appropriations, with such technical assistance as Agency deems appropriate in planning the Project and coordinating the plan with local official comprehensive plans for essential community facilities and with any State or area plans for the area in which the project is located.
 - b. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Agency may determine to be (1) advisable to further the purpose of the grant or to protect Agency's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.
3. **Termination of This Agreement.** This Agreement may be terminated for cause in the event of default on the part of the Grantee or for convenience of the Agency and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Agency agree that the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds. In all cases termination and notification will be in accordance with 2 C.F.R. § 200.339 and 200.340.

C. **Both Parties.** The Grantee and RHS agree to the following:

1. **Invalid Clauses.** The invalidity of any one or more phrases, clauses, sentences, paragraphs, or provisions of this Agreement shall not affect the remaining portions of the Agreement.
2. **Conflict between this Agreement and Other Applicable Regulations or Laws.** If there is a conflict between this Agreement and the applicable Program Regulation, the applicable Program Regulation shall prevail. If there is a conflict between this Agreement and another law or regulation, RHS shall seek a legal opinion to determine which provision applies.
3. **Dates.** When the date fixed for the performance of an act under this Agreement is on a weekend or Federal holiday, then the performance by the close of business on the next Federal work day shall have the same force and effect as if made performed or exercised on the specified date.

The signatories below certify that they have authority to enter into this Agreement.

Approved by an Authorized Representative of the Grantee:

Walter M. Gardner, Jr.

Name (Please Print)

Mayor

Title (Please Print)

Signature

09/08/2025

Date

Approved by the United States of America, Rural Housing Service by:

Monica Thornton

Name (Please Print)

Area Specialist

Title (Please Print)

Signature

09/08/2025

Date

Attachment A

Approved Work Plan and Budget

(The work plan must have time, scope, and outcome entries for each task.)

The project is to purchase a leaf blower machine for the Town utilizing state procurement. The machine will be ordered and is expected to arrive within 3-6 months.

ATTACHMENT B

I. Reporting Executive Compensation.

A. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:
 - a. the total Federal funding authorized to date under this award is \$25,000 or more;
 - b. in the preceding fiscal year, you received
 - i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards);
 - c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.html>)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - a. As part of your registration profile at <http://www.ccr.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.

B. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if
 - a. in the subrecipient's preceding fiscal year, the subrecipient received—
 - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - a. To the recipient.
 - b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- C. *Exemptions.* If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 1. Subawards, and
 2. The total compensation of the five most highly compensated executives of any subrecipient.
- D. *Definitions.* For purposes of this award term:
 1. *Entity* means all of the following, as defined in 2 CFR part 25:
 - a. A Governmental organization, which is a State, local government, or Indian tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization;
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a
 - f. non-Federal entity.
 2. *Executive* means officers, managing partners, or any other employees in management positions.
 3. *Subaward:*
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program.
 - c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
 4. *Subrecipient* means an entity that:
 - a. Receives a subaward from you (the recipient) under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.
 5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
 - a. *Salary and bonus.*
 - b. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - c. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - d. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
 - e. *Above-market earnings on deferred compensation which is not tax-qualified.*
 - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

ATTACHMENT C

I. System for Award Management and Universal Identifier Requirements

- A. Requirement for Registration with the General Services Administration's System for Award Management. Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
- B. Requirement for Unique Entity ID Numbers.
The Grantee must have a Unique Entity ID number in order to apply for, receive, and report on a Federal award. The DUNS Number is no longer valid for federal award identification. On April 4, 2022, the Unique Entity ID from SAM.gov is now the authoritative identifier for those doing business with the federal government.
- C. Definitions. For purposes of this award term:
1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
 2. The Unique Entity ID from SAM.gov is now the authoritative identifier for those doing business with the federal government. The Unique Entity ID is generated in SAM.gov. If you are registered in SAM.gov (active or not), you already have a Unique Entity ID. It is viewable at SAM.gov. If you are new to SAM.gov and will be registering for the first time, you will get your Unique Entity ID (SAM) during registration.
 3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 4. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program.
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

PO Box 662

Warrenton, NC 27589

RURAL DEVELOPMENT, USDA

P.O. Box 8

Winton, NC 27986

This is to certify that the _____ Town of Warrenton
is in compliance with Federal, State, and Local requirements include the following:

- a. Compliance with special laws and regulations.
- b. Compliance with State Pollution Control or Environmental Protection Agency standards.
- c. Consistency with other development plans of the area.
- d. Compliance with State agency regulating water rights.
- e. Compliance with Civil Rights Act of 1964.
- f. Compliance with Title IX of the Education Amendments of 1972.
- g. Compliance with Section 504 of the Rehabilitation Act of 1973.
- h. Compliance with Age Discrimination Act of 1975.
- i. Compliance with 2 CFR part 200, Subpart F.

BY: _____
Walter M. Gardner, Jr., Mayor

9/8/2025

Date

TOWN OF WARRENTON

I certify the following names as being all the Commissioners of the Town of Warrenton a North Carolina Body Politic. This certification is made this 8th day of September 2025.

| Commissioner | Term Expiration |
|--------------|-----------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Robert Davie, Clerk to the Board
September 8, 2025

Seal:

(This is a suggested format to provide the secretary certification of the present board members)

Amortization Factor & Amortization Schedule Calculator

Town of Warrenton - Lead Loader Machine (example)

| | | |
|----|-----------|---|
| \$ | 43,000.00 | Original Loan Amount |
| | 4.875% | Interest Rate (entered as a percentage i.e. 3.625%) |
| | 5 | Term (in years) |
| | 0 | # of <u>Years</u> of Principal Deferral (Select from drop-down) |
| | 5 | Amortization Period (in years) |
| | 1 | Payments per Year |
| | 230.18 | Amortization Factor |
| \$ | 9,898.00 | Payment |
| | 12/1/2025 | Date of Loan Closing |

DISCLAIMER

The detailed breakdown of payments shown below is an estimate only. Actual amounts are dependent upon the actual application date of payment. Interest accrues daily from one payment to the next. If loan includes an interest only (deferral) period, an annual amortization schedule must be used. (PAD can still be set-up to pull out monthly payments on an annual amortization schedule.)

| Payment Date | Payment | Interest | Principal | Balance |
|--------------|-------------|-------------|-------------|--------------|
| 12/1/2026 | \$ 9,898.00 | \$ 2,096.25 | \$ 7,801.75 | \$ 35,198.25 |
| 12/1/2027 | \$ 9,898.00 | \$ 1,715.91 | \$ 8,182.09 | \$ 27,016.16 |
| 12/1/2028 | \$ 9,898.00 | \$ 1,317.04 | \$ 8,580.96 | \$ 18,435.20 |
| 12/1/2029 | \$ 9,898.00 | \$ 898.72 | \$ 8,999.28 | \$ 9,435.92 |
| 12/1/2030 | \$ 9,895.92 | \$ 460.00 | \$ 9,435.92 | \$ - |

Warrenton Budget Amendments

Date:

9/8/2025

Number:

#3

Purpose of Amendment:

The purpose of this budget amendment is to establish the Storefront Beautification budget. To be funded by donations.

Fund Name:

Non-departmental

Revenue

[illegible]

Subtotal

15,000

—

Total

15,000

Grand Total

—

Expenditure

[illegible]

15,000

15,000



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

Using the Budgeted \$500 In Awning and Blade Sign Matching Grant Fund

Heather Sargeant and Christine Dickinson have been working on an improvement project for downtown Warrenton that includes funding awnings, potted plants and blade signage. Private commitments that Heather and Christine have garnered to date are from multiple organizations, individuals and corporations totaling in the thousands if not exceeding \$10,000.

Two of their project areas, awnings and blade signs, coincide with the Town's current matching grant. Staff would propose assisting in the project by allocating the \$500 that exists in the Awning and Blade Sign matching grant line.

These funds would be used purchase and own three blade sign iron, hanging arms that could be reused. A business or building owner would be responsible for paying for the sign hosted on the Town's iron sign arm. By owning these iron blade arms the Town would be able to repurpose them as needed as businesses move or change.

Based on the level of community commitment, staff would also request that the Town demonstrate its commitment by transferring \$1070 into the Awning and Blade Sign line from the contingency line, which would cover the purchase and installation of three blade sign arms totaling \$1570. All remaining project efforts for potted plants and awnings would be privately funded.

Note: In 2025, \$500 was used out of this line to match Locorum's new awning.

Town of
Warrenton
NORTH CAROLINA

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

P.O. Box 281
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(252) 257-1122 Fax (252) 257-9219
www.warrenton.nc.gov

Warrenton Parade Application (Sponsor)

Sponsoring Organization

ROTARY CLUB OF WARRENTON

Town
OF
WARRENTON

Contact Person Name:

Butch Meek

Address:

Phone:

252-432-1278

Email:

butch.meek@gmail.com

Description of parade:

WARREN CO CHRISTMAS PARADE

Prohibitions The following are strictly prohibited in any parade:

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

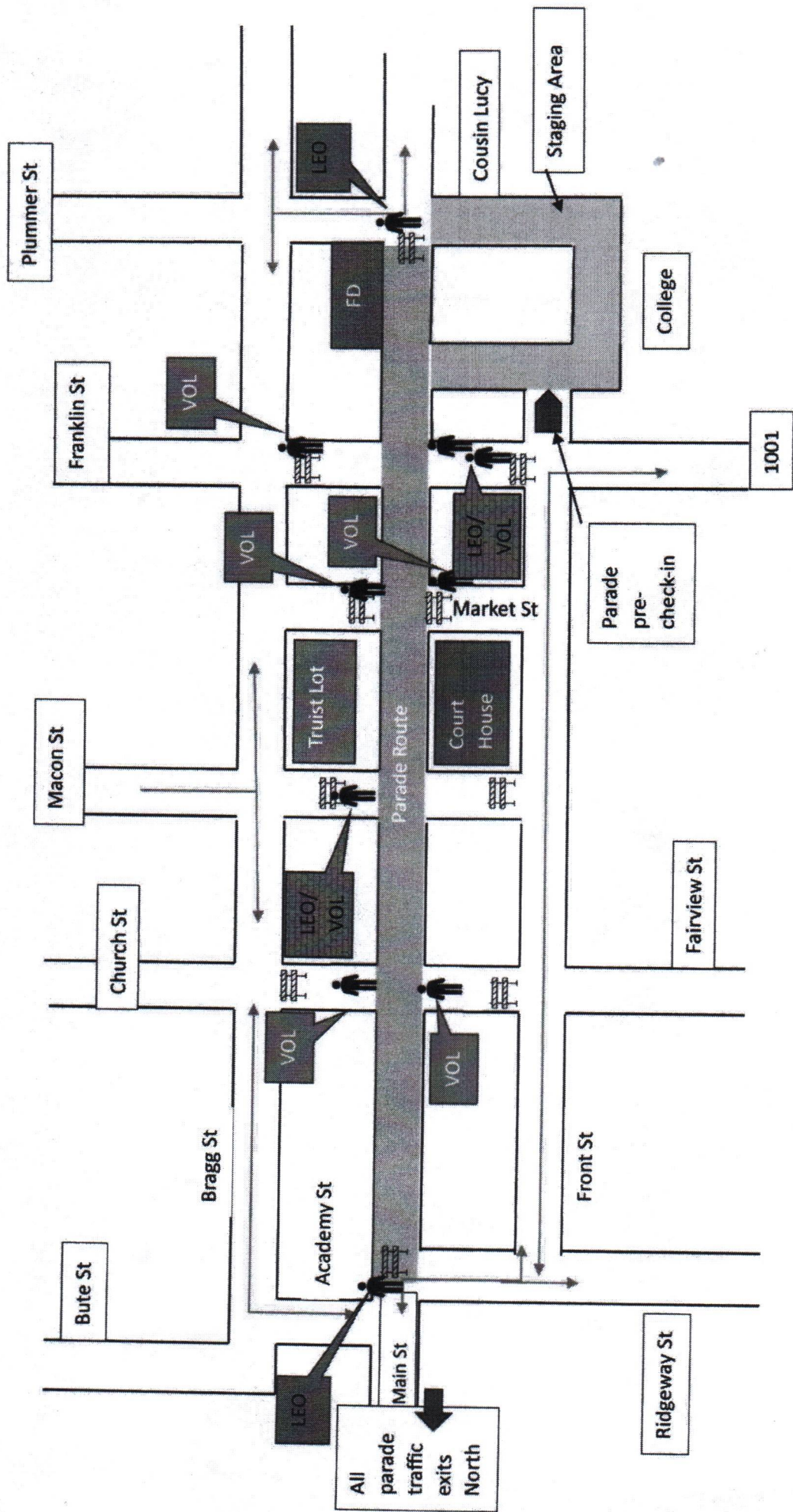
DATE: 12/13/25

TIME: 5:00 PM - 7:00 PM

Requirements

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

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





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

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www.warrenton.nc.gov

**Christmas Parade Resolution
September 8, 2025**

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

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

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

Now therefore, the Board of Commissioners of the Town of Warrenton to hereby declare that Saturday, December 13, 2025 at 5:00 PM the Town will host its Christmas parade along South and North Main Streets, beginning at Cousin Lucy's Lane and ending at Ridgeway Street.

Motion made by: Commissioner _____

Second made by: Commissioner _____

Vote in favor: _____ Votes in opposition: _____

Walter M. Gardner, Jr.
Mayor



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

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

**Fireman's Parade Resolution
September 8, 2025**

Whereas, the Town of Warrenton often hosts a Firemen's parade;

Whereas, the Town of Warrenton considers its Firemen's parade to be beneficial to residents and tourists alike;

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

Now therefore, the Board of Commissioners of the Town of Warrenton to hereby declare that Saturday, September 20, 2025 from 10:00 AM till 12:00 AM the Town will host its Fireman's parade along South and North Main Streets, beginning at Plummer Street and ending at Ridgeway Street.

Motion made by: Commissioner _____

Second made by: Commissioner _____

Vote in favor: _____ Votes in opposition: _____

Walter M. Gardner, Jr.
Mayor



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

**Homecoming Parade Resolution
September 8, 2025**

Whereas, the Town of Warrenton often hosts a Homecoming parade;

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

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

Now therefore, the Board of Commissioners of the Town of Warrenton to hereby declare that Friday, October 3, 2025 at 5:00 PM the Town will host its Homecoming parade along South and North Main Streets, beginning at Plummer Street and ending at Ridgeway Street. Parts of Main Street will be closed from 4:00PM to 8:00PM.

Motion made by: Commissioner _____

Second made by: Commissioner _____

Vote in favor: _____ Votes in opposition: _____

Walter M. Gardner, Jr.
Mayor



Town of Warrenton

Public Works Utility Policies

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New Services

Applying for a New Connection

Tap applications are available at the utility counter in Town Hall or may be accessed on the Town's website. Applicant(s) must be the property owner and are required to provide proof of ownership for the property where the tap will be installed. The applicant is responsible for all installation costs. A detailed quote will be provided, and payment must be made in full prior to the start of work.

Upon completion of the tap installation, the meter will be locked. The property owner will be responsible for connecting to the exposed stub-out. The meter box and its contents must not be disturbed during this process. Town staff will inspect the connection and test the meter to verify proper function. If the property owner disturbs the meter or meter box and rework is required, a reset fee will be assessed.

Once the connection has passed inspection and the utility account has been activated, the meter will be unlocked, and monthly charges for service will begin.

Opening a Utility Account

Applications for service are available at the utility counter in Town Hall or may be accessed on the Town's website. All applicants must be at least 18 years of age and must provide proof of identity and proof of ownership or occupancy. Failure to provide documentation of the Social Security Number of the account holder(s) including business accounts, will result in a higher deposit. Service may be established in person or via fax or e-mail. All required documents must be provided at the time the account is established. A deposit and activation fee are due prior to service activation. For rental properties, the name and contact information of the property owner/landlord must be included on the application.

Users with Multiple Accounts

For customers who have an existing account that has been maintained in good standing for at least one year, the deposit may be waived for all additional accounts opened. All customers must have at least one active account secured by a deposit. If the account secured by a deposit is closed, the customer will be required to make a new deposit on an existing, active account. If the customer has accounts both in-town and out-of-town, the deposit charged will be the greater rate.

Service may be Delayed if:

Vacant Property Requiring System Inspection

When a property has been vacant for one year or more, there must be an assessment completed before service can begin. Assessments will be conducted as Town staffing allows. The cost of restoring service will be as if for a new connection, with the property owner assuming all costs. The cost of restoration will be determined by the evaluation performed by the Town. Existing sewer services must have a clean-out near the property edge for the Town to evaluate the sewer connection. Where there is no clean-out, the property owner is responsible for the cost and installation of the clean-out, according to Town specifications, before the evaluation can take place.

Service may be Denied if:

Incomplete Application

All applications for new services must be fully completed in all applicable fields. Incomplete applications submitted to our office will be rejected.

Outstanding Delinquency by Applicant

All outstanding balances associated with an applicant must be fully resolved prior to the acceptance of any new service applications, regardless of where the delinquency occurred.

If an account holder relocates to a new address and has a pending final bill at the time of establishing a new account, any unpaid balance remaining after the due date of the final bill may result in service interruption at the new location. In the event of service disconnection, applicable dis/reconnect fees may be charged to the new account, and service will not be restored until all delinquent balances and fees have been paid.

Outstanding Delinquency by Previous Property Owner

Applications for service submitted by a new owner or occupant for a property with an outstanding balance incurred by a prior owner will be processed only after the delinquent amount has been settled.

Tenant Delinquency Situations Requiring Property Owner as Account Holder

If the total outstanding balance owed by tenant(s) reaches or exceeds \$1,000, the property owner will be officially designated as the account holder for all associated rental properties. For administrative purposes, monthly billing statements and general account communications may be sent to the current occupant of the property; however, all financial responsibilities and account management obligations will remain the sole responsibility of the property owner.

User Information

Billing

Meter and consumption data for billing is collected on the 15th day of each month. Bills are calculated and processed monthly. The due date is the 15th day of the month, with a grace period extending until the 20th day of the month. In the event the 15th or the 20th falls on a weekend or holiday, the deadline will be adjusted to the next business day. The Town reserves the right to vary the dates or length of time, temporarily or permanently.

Any inquiries regarding bills must be made prior to the due date to avoid a late penalty. Failure to receive a bill in the mail does not excuse responsibility for payment nor prevent late penalties and/or service disconnection.

Rates, Fees, and Penalty Schedule

Rates and fees charged by the Town of Warrenton are listed in the yearly Budget Ordinance and are approved by the Board of Commissioners. Bills are calculated in accordance with the rate schedule then in effect, and usage charges are determined based on the consumption recorded during the billing period. Rates and fees are subject to change without notice if deemed necessary and approved by the Board.

Payments

Payments received after 4:30pm will be posted the following business day. Payment is considered delinquent if not received by 4:30pm on the 15th day of the month. Accounts are not considered paid until payment has been received in our office. Our office does not accept the postmark date as sufficient proof of payment. Town of Warrenton cannot be held responsible for the timely delivery of the mail nor for payments lost in transit.

Late Payments and Disconnections Due to Non-Payment

A late penalty will be applied to the account if payment is not received by 4:30pm on the 20th day of the month. Accounts will be flagged for disconnection of service if payment has not been received by 4:30pm on the 25th day of the month with disconnections due to non-payment beginning the 26th day of the month. Any account where service is disconnected will be charged a dis/reconnect fee. Once assessed, fees for late payments or disconnects will not be waived. No notice will be sent prior to disconnection, and all outstanding charges must be paid before service is resumed.

Payment Options

The Public Works window at Town Hall is open Monday - Friday, from 8:30am until 4:30pm, except holidays.

Payment may be made in any of the following means:

- By cash, check, money order, cashier's check, or debit/credit card at the window during normal hours of operation.
- By check, money order or cashier's check in the drop box on the Market Street door. Cash is not allowed.
- Electronically by bank draft.
- By US Mail, with remit slip or account number written on check.
- Online at warrenton.nc.gov. Multiple payment and alert options are available when an account is registered.
- By phone at 855-490-3335.

***Additional fees apply when paying online, by phone, or with a debit/credit card in the office, with fees differing based on payment method.*

Coin Payments

Town of Warrenton will not accept more than thirty (30) coins or five (5) coin rolls in a payment. Each rolled coin must display the payer's account number. Any discrepancies, such as shortages or overages in rolled coins, will be reconciled with the customer's account.

Payment Plans

An account holder may submit a request for a payment plan to facilitate the payment of a significant bill over a specified period. To be eligible for a payment plan, the account must be maintained in good standing, with no late payments or service disconnections due to non-payment, and it must not have any active payment plans within the last two (2) years. Accounts with ongoing leaks are ineligible for payment plan requests. Should there be a pending request for a sewer adjustment associated with the account, the amount under review will be excluded from the payment plan calculations until such request has been either approved or denied.

All requests should be submitted to the Public Works office at Town Hall before the due date. Requests for payment plans will be forwarded to the Town Administrator for review. Payment plans will be structured as a specified number of monthly installments, based on the total invoice amount as follows:

- a. Up to 3 payments for balances under \$600
- b. Up to 4 payments for balances \$ 601 - \$1000
- c. Up to 5 payments for balances over \$1001

For approved requests, the first payment must be made prior to the late payment date. Non-compliance with the scheduled payment plan or failure to remit the current monthly bill by the designated late payment date each month will lead to the total outstanding balance being due immediately including any applicable fees and the account may be subject to disconnection of services.

Returned Payments

Payments returned due to insufficient funds, closed accounts, or other reasons will be voided from the utility account upon notification from the bank. The account holder will be notified of the returned payment, and the account will be treated as unpaid accordingly. A returned payment fee will be assessed to the account. A late payment penalty and dis/reconnection fees may be applied, and service may be disconnected in accordance with standard non-payment procedures.

Subsequent payment must be made using guaranteed funds such as cash, cashier's check, or money order, or via credit/debit card. Two instances of returned payments will result in the account being required to settle future payments exclusively with guaranteed funds.

Temporary Service Disconnection at Customer Request

An account holder may request to have service temporarily disconnected and reconnected. A fee will be charged based on when the service is provided, either during business hours or after hours/weekends. Fees incurred by customer requested disconnects/reconnects will be applied to the account when the service is completed and are considered due on the next due date. A temporary disconnection is defined as a period of less than 90 days and is typically arranged to facilitate leak assessment, necessary repairs, or extended absences. During this period, monthly billing will continue as scheduled, including the assessment of any applicable penalties.

Setting an Account to Inactive at Customer Request

An account holder may request to set their utility account to inactive. This includes suspending utility services and monthly billing for an extended period without closing the account, provided the service remains inactive

for less than one year. This typically applies to accounts associated with irrigation systems or accounts maintained by individuals who are not permanent residents of Warrenton. An extension beyond the one-year period may be granted for properties under construction or renovation. To be eligible for inactive status, the account must have no consumption charges pending billing and must carry a zero balance. Accounts that remain inactive for longer than one year will be subject to forced closure by the Town of Warrenton in accordance with the established policy.

Requesting a Sewer Adjustment

An account holder may submit a request for sewer adjustment to offset the sewer cost associated with increased water usage from pool filling, outdoor watering, or plumbing leaks. To be eligible for sewer adjustment, consumption for the requested billing cycle must exceed the account's 12-month average by more than 1,000 gallons. All requests should be submitted to the Public Works office at Town Hall before the due date. Requests for sewer adjustment will be forwarded to the Town Administrator for review. Any request totaling \$200 or more must be presented to the Board of Commissioners at the scheduled monthly meeting for approval. If a request for a sewer adjustment is pending as of the due date, the full invoice amount remains payable to prevent a late payment penalty or disconnect. Any approved adjustment will be subsequently credited to the account.

Pool Filling

The account's 12-month average for pool filling is calculated using consumption data from a rolling 12-month period. To be eligible for an adjustment, the account holder must provide the exact dates the pool was filled with the request.

If an additional request for adjustment is made due to refilling the pool within the same calendar year, the Town requires photographic documentation confirming the pool was not drained into the sewer system.

Watering

The account's 12-month average for watering is calculated using consumption data from November through April, as these months typically do not involve regular irrigation.

Leaks

The account's 12-month average for leaks is calculated using consumption data from a rolling 12-month period. To be eligible for a leak adjustment, the account holder must clearly identify the location of the leak and submit documentation of repair with the request. Documentation may be in the form of a plumber's invoice, a receipt for parts, or in the case of a rental property, a letter from the landlord stating the leak's location and date of repair. Ongoing leaks will not be considered for adjustment. For leaks that span multiple billing cycles, an adjustment will only be considered for a maximum of two (2) billing cycles.

Adjustments may be granted for leaks occurring underground, beneath structures, or in situations where water is not directed into the sewer system. Requests for issues such as continuous flushing toilets or malfunctioning appliances that direct water into the sewer system are ineligible and will not be considered.

Who is Responsible?

Water

The Town's responsibility to maintain water infrastructure concludes at the customer's side of the water meter. The Town will perform necessary repairs to ensure the safe and reliable delivery of water up to this point. Property owners are responsible for all plumbing systems beyond the water meter, and any water usage

resulting from leaks or issues within this scope recorded by the meter will be billed in accordance with standard procedures.

Sewer

The Town's responsibility for sewer line maintenance extends to the cleanout located at the edge of the roadway. Property owners are responsible for any maintenance or repairs from that point onward, up to and including the building connection. All new sewer service installations must include a cleanout positioned adjacent to the roadway. It is highly advisable for property owners with existing systems, prior to this requirement, to consider installing a cleanout to ensure proper troubleshooting and maintenance access. Where no clean-out exists, the Town is unable to perform sewer system troubleshooting or maintenance for the property.

Garbage and Yard Debris Collection – For Properties Located Within Town Limits Only

Garbage

Weekly garbage collection is provided as a standard service. Each property is permitted to dispose of waste using up to four (4) containers, each with a maximum capacity of 60 gallons. All containers must be fitted with secure lids or covers and maintained free of standing water. Waste containers should be positioned on the side or rear of the premises, away from the front yard and curbside areas. All waste placed in containers must be properly bagged and securely tied; loose garbage will not be collected. Pets on the property must be secured to allow for safe collection. Failure to adhere to these guidelines may result in missed collection services.

Sanitation workers will pick up normal household garbage only. Animal litter or waste, furniture, carpet or flooring, insulation, construction debris, old wood, used oil and oil filters, antifreeze, appliances, tires, lead, acid batteries or any clearly hazardous materials will not be picked up.

Yard Debris

Yard debris pickup is performed year-round. Loose leaves, shrubbery trimmings, and branches must be properly separated and neatly piled at the curbside to facilitate efficient collection. Branches exceeding four inches in diameter or four feet in length are not eligible for pickup. It is the responsibility of the property owner to ensure that all yard debris complies with these guidelines. Items that do not meet these requirements, such as oversized branches or improperly separated mixed piles, will not be collected. Disposal of non-compliant items will be the responsibility of the property owner.

It is recommended that property owners who hire external contractors for tree and shrub maintenance include debris removal services in their contractual agreement.

Requesting an Exemption from Garbage Collection

An account holder may submit a request to be exempt from Town garbage collection service. The Garbage Exemption request must be submitted to the Public Works office at Town Hall and will be forwarded to the Public Works Director for review. Documentation such as a current invoice from the private waste hauler servicing the location, or receipts for monthly tipping fees exceeding \$36.50 must be submitted with the request. If receipts for tipping fees are submitted, they must not include charges for Transfer Station prohibited items including: used oil & filters, antifreeze, white goods (refrigerators, air conditioners, freezers, etc.), aluminum cans, tires, lead acid batteries, yard waste (leaves, branches, dirt, etc.), radioactive or other clearly hazardous waste, furniture, carpet/flooring, insulation and construction materials.

Tampering with or Obstructing a Water Meter

All water meters are the property of the Town of Warrenton and must not be tampered with under any circumstances. Town staff must have continuous and unobstructed access to all water meters. Property owners and tenants are strictly prohibited from allowing or causing unauthorized individuals to tamper with, disconnect, reconnect, or modify a water meter. Additionally, property owners and tenants are responsible for ensuring clear access to their water meters. This includes removing obstructions such as overgrown vegetation, parked vehicles, unsecured pets, or other objects that may impede access.

Unauthorized use, including but not limited to reactivating a meter that has been turned off by the Town, may result in meter removal. A reset fee, in addition to any applicable costs for parts and labor required for repairs, will be applied to the account. Service will be restored only after all outstanding charges have been settled.

Discontinuing Service

The Town reserves the right to discontinue service without prior notice for the following reasons:

- To prevent fraudulent activity or abuse
- In cases of willful disregard of the Town's rules
- Emergency repairs
- Insufficient supply beyond the Town's control
- Legal processes
- Under directives of public authorities
- Strikes, riots, fires, accidents or acts of God

Closing a Utility Account

It is the responsibility of the account holder to notify the Town of Warrenton regarding termination of services. An Authorization to Disconnect form must be submitted to our office, along with applicable forwarding information. The account holder will remain responsible for all charges incurred until the Town receives authorization to disconnect or until forced closure of the utility account occurs. A final bill for the account will be calculated, and the deposit will be applied to the account balance. Any remaining deposit balance will be refunded to the account holder via check mailed to the specified forwarding address. Failure to pay any final balance due on the account will be reported to North Carolina Debt Setoff as described by North Carolina G.S. 105A.

Forced Closing of a Utility Account

Utility accounts that remain unpaid for 60 days will result in forced closure of the account by the Town of Warrenton. To restore services under the same account holder, any outstanding balance must be paid in full, after which the account may be reestablished in accordance with new account procedures.

Utility accounts that remain inactive for longer than one year will result in forced closure of the account by the Town of Warrenton. A final bill will not be generated. Deposits for inactive accounts will be refunded to the account holder via check mailed to the address on file.

Deceased Account Holders

Utility accounts must be established and maintained in the name of a living individual who is legally able to assume responsibility. Accounts registered under a deceased person or in the name of an estate are not permitted.

For accounts with joint account holder(s), upon the death of one account holder, responsibility for the account will automatically transfer to the remaining account holder(s). Upon receipt of a copy of the death certificate, the name and information of the deceased will be removed from the account.

When the Town becomes aware of the death of a sole account holder through a public source and has not otherwise been notified, a notification letter will be sent to the address on file. A period of forty-five (45) days will be allotted for a new account holder to establish service, in accordance with new account procedures. If no new account is established within this period, the decedent's account will be closed and service will be disconnected, regardless of the account's payment status.

Transfer of Service to the Spouse

A surviving spouse may transfer the service into their name by submitting a copy of the death certificate, proof of identity, and a completed account application. The account activation fee will be waived for this transfer. If the deposit on the existing account is less than the current rate, the deposit must be increased to meet the current deposit requirement.

Executor/Administrator of the Estate

An executor or administrator of the estate may assume responsibility for the account by providing a copy of the death certificate, Letters Testamentary or Letters of Administration, proof of identity, and a completed account application. The account activation fee will be waived for this transfer. If the deposit on the existing account is less than the current rate, the deposit must be increased to meet the current deposit requirement.

Alternatively, the executor or administrator may designate a new account holder. To do so, the executor or administrator must provide a copy of the death certificate, Letters Testamentary or Letters of Administration, proof of identity, and a signed statement or rental agreement confirming the designated individual's authority. The designee's account will be established in accordance with new account procedures.

Affidavit of Heirship

An affidavit of heirship is a legal document that identifies the rightful heirs of a deceased individual and their lawful entitlement to occupy or inherit the property. An affidavit of heirship may be submitted as proof of ownership in such cases where ownership documentation for a property is unclear.



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

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FLOOD DAMAGE PREVENTION ORDINANCE

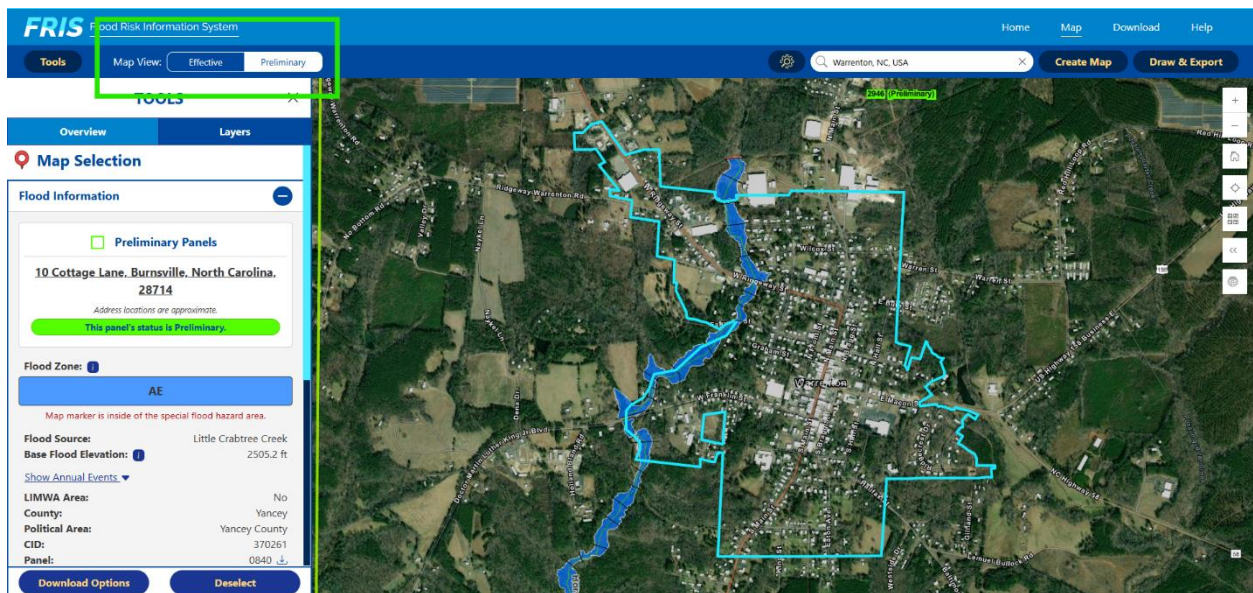
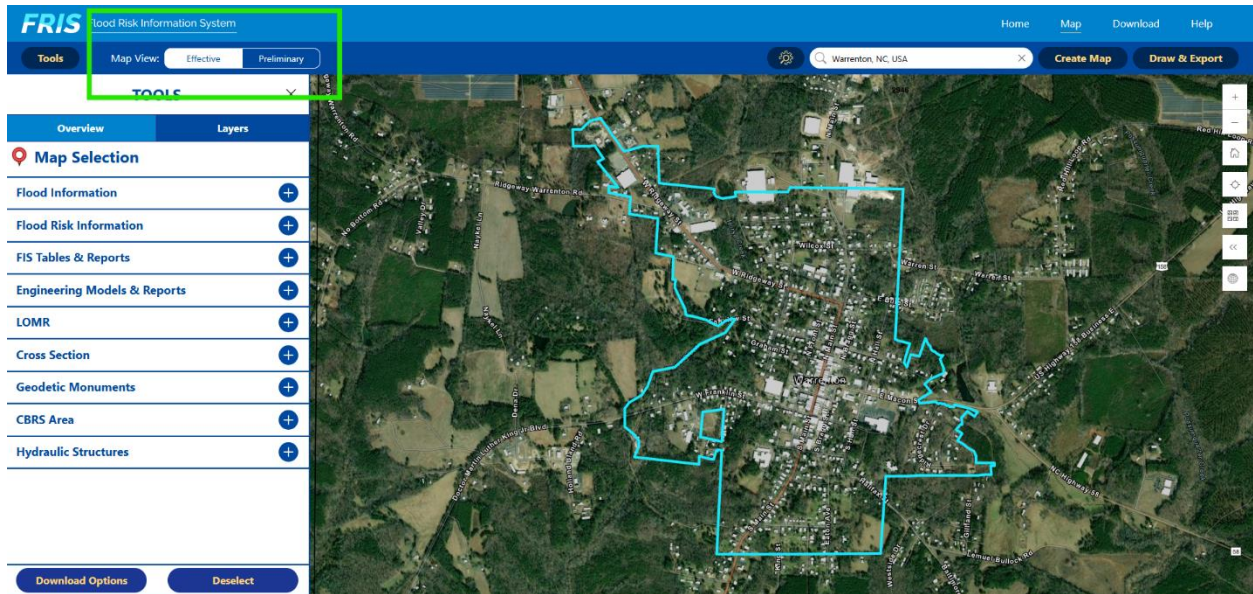
The update of the Flood Damage Prevention Ordinance is a requirement from the State of North Carolina and FEMA, so that Warrenton can continue to receive funding from FEMA. (We are waiting on an official approval letter for grant funds on two generators for lift stations from FEMA.) This ordinance must be adopted prior to September 19, 2025.

- Ordinance was last updated on 4-10-2000.
- Already reviewed by Mitch Styers with no changes.
- Reviewed by Bill and Robert.
- Horse Creek added as a flood area.

The proposed ordinance articles and sections are identical to existing ordinances. New additions are on the last couple of pages, with updates throughout. This proposed ordinance would replace all of chapter 152 in our full set of ordinances.

Accept all Optional Language. Where there are multiple options, accept red highlighted ones.

*The Community Rating System (CRS) is a voluntary incentive program that recognizes and encourages community floodplain management practices that exceed the minimum requirements of the National Flood Insurance Program (NFIP). Over 1,500 communities participate nationwide.



FLOOD DAMAGE PREVENTION ORDINANCE

Town of Warrenton

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FLOOD DAMAGE PREVENTION ORDINANCE

Town of Warrenton

ARTICLE 1. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES.

SECTION A. STATUTORY AUTHORIZATION.

The Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Article 6 of Chapter 153A; Article 8 of Chapter 160A; and Article 7, 9, and 11 of Chapter 160D of the North Carolina General Statutes, delegated to local governmental units the authority to adopt regulations designed to promote the public health, safety, and general welfare.

Therefore, the Board of Commissioners of Town of Warrenton, North Carolina, does ordain as follows:

SECTION B. FINDINGS OF FACT.

- (1) The flood prone areas within the jurisdiction of Town of Warrenton are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- (2) These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities and by the occupancy in flood prone areas of uses vulnerable to floods or other hazards.

SECTION C. STATEMENT OF PURPOSE.

It is the purpose of this ordinance to promote public health, safety, and general welfare and to minimize public and private losses due to flood conditions within flood prone areas by provisions designed to:

- (1) Restrict or prohibit uses that are dangerous to health, safety, and property due to water or erosion hazards or that result in damaging increases in erosion, flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters;
- (4) Control filling, grading, dredging, and all other development that may increase erosion or flood damage; and
- (5) Prevent or regulate the construction of flood barriers that will unnaturally divert flood waters or which may increase flood hazards to other lands.

SECTION D. OBJECTIVES.

The objectives of this ordinance are to:

- (1) Protect human life, safety, and health;
- (2) Minimize expenditure of public money for costly flood control projects;

- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business losses and interruptions;
- (5) Minimize damage to public facilities and utilities (i.e. water and gas mains, electric, telephone, cable and sewer lines, streets, and bridges) that are located in flood prone areas;
- (6) Minimize damage to private and public property due to flooding;
- (7) Make flood insurance available to the community through the National Flood Insurance Program;
- (8) Maintain the natural and beneficial functions of floodplains;
- (9) Help maintain a stable tax base by providing for the sound use and development of flood prone areas; and
- (10) Ensure that potential buyers are aware that property is in a Special Flood Hazard Area.

ARTICLE 2. DEFINITIONS.

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance it's most reasonable application.

"Accessory Structure (Appurtenant Structure)" means a structure located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Garages, carports and storage sheds are common urban accessory structures. Pole barns, hay sheds and the like qualify as accessory structures on farms, and may or may not be located on the same parcel as the farm dwelling or shop building.

"Addition (to an existing building)" means an extension or increase in the floor area or height of a building or structure.

"Alteration of a watercourse" means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

"Appeal" means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance.

"Area of Shallow Flooding" means a designated Zone AO or AH on a community's Flood Insurance Rate Map (FIRM) with base flood depths determined to be from one (1) to three (3) feet. These areas are located where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

"Area of Special Flood Hazard" see "Special Flood Hazard Area (SFHA)".

"Area of Future-Conditions Flood Hazard" means the land area that would be inundated by the 1-percent-annual-chance (100-year) flood based on future-conditions hydrology

"Base Flood" means the flood having a one (1) percent chance of being equaled or exceeded in any given year.

"Base Flood Elevation (BFE)" means a determination of the water surface elevations of the base flood as published in the Flood Insurance Study. When the BFE has not been provided in a "Special Flood Hazard Area", it may be obtained from engineering studies available from a Federal, State, or other source using FEMA approved engineering methodologies. This elevation, when combined with the "Freeboard", establishes the "Regulatory Flood Protection Elevation".

"Basement" means any area of the building having its floor subgrade (below ground level) on all sides.

"Building" see "Structure".

“Chemical Storage Facility” means a building, portion of a building, or exterior area adjacent to a building used for the storage of any chemical or chemically reactive products.

“Design Flood” See “Regulatory Flood Protection Elevation.”

“Development” means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

“Development Activity” means any activity defined as Development which will necessitate a Floodplain Development Permit. This includes buildings, structures, and non-structural items, including (but not limited to) fill, bulkheads, piers, pools, docks, landings, ramps, and erosion control/stabilization measures.

“Digital Flood Insurance Rate Map (DFIRM)” means the digital official map of a community, issued by the Federal Emergency Management Agency (FEMA), on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated.

“Disposal” means, as defined in NCGS 130A-290(a)(6), the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste into or on any land or water so that the solid waste or any constituent part of the solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwaters.

“Elevated Building” means a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

“Encroachment” means the advance or infringement of uses, fill, excavation, buildings, structures or development into a special flood hazard area, which may impede or alter the flow capacity of a floodplain.

“Existing building and existing structure” means any building and/or structure for which the “start of construction” commenced before the effective date of the floodplain management regulations adopted by a community, dated April 10, 2000.

“Existing Manufactured Home Park or Manufactured Home Subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community, dated April 10, 2000.

“Flood” or “Flooding” means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (a) The overflow of inland or tidal waters; and/or
- (b) The unusual and rapid accumulation or runoff of surface waters from any source.

“Flood Boundary and Floodway Map (FBFM)” means an official map of a community, issued by the FEMA, on which the Special Flood Hazard Areas and the floodways are delineated. This official map is a supplement to and shall be used in conjunction with the Flood Insurance Rate Map (FIRM).

“Flood Hazard Boundary Map (FHBM)” means an official map of a community, issued by the FEMA, where the boundaries of the Special Flood Hazard Areas have been defined as Zone A.

“Flood Insurance” means the insurance coverage provided under the National Flood Insurance Program.

“Flood Insurance Rate Map (FIRM)” means an official map of a community, issued by the FEMA, on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated. (see also DFIRM)

“Flood Insurance Study (FIS)” means an examination, evaluation, and determination of flood hazards, corresponding water surface elevations (if appropriate), flood hazard risk zones, and other flood data in a community issued by the FEMA. The Flood Insurance Study report includes Flood Insurance Rate Maps (FIRMs) and Flood Boundary and Floodway Maps (FBFMs), if published.

“Flood Prone Area” see “Floodplain”

“Flood Zone” means a geographical area shown on a Flood Hazard Boundary Map or Flood Insurance Rate Map that reflects the severity or type of flooding in the area.

“Floodplain” means any land area susceptible to being inundated by water from any source.

“Floodplain Administrator” is the individual appointed to administer and enforce the floodplain management regulations.

“Floodplain Development Permit” means any type of permit that is required in conformance with the provisions of this ordinance, prior to the commencement of any development activity.

“Floodplain Management” means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including, but not limited to, emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

“Floodplain Management Regulations” means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power. This term describes federal, state or local regulations, in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

“Floodproofing” means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitation facilities, structures, and their contents.

“Flood-resistant material” means any building product [material, component or system] capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbers are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, and available from the FEMA. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

“Floodway” means the channel of a river or other watercourse, including the area above a bridge or culvert when applicable, and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

“Floodway encroachment analysis” means an engineering analysis of the impact that a proposed encroachment into a floodway or non-encroachment area is expected to have on the floodway boundaries and flood levels during the occurrence of the base flood discharge. The evaluation shall be prepared by a qualified North Carolina licensed engineer using standard engineering methods and hydraulic models meeting the minimum requirements of the National Flood Insurance Program.

“Freeboard” means the height added to the BFE to account for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, precipitation exceeding the base flood, and the hydrological effect of urbanization of the watershed. The BFE plus the freeboard establishes the “Regulatory Flood Protection Elevation”.

“Functionally Dependent Facility” means a facility which cannot be used for its intended purpose unless it is located in close proximity to water, limited to a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair. The term does not include long-term storage, manufacture, sales, or service facilities.

“Hazardous Waste Management Facility” means, as defined in NCGS 130A, Article 9, a facility for the collection, storage, processing, treatment, recycling, recovery, or disposal of hazardous waste.

“Highest Adjacent Grade (HAG)” means the highest natural elevation of the ground surface, prior to construction, immediately next to the proposed walls of the structure.

“Historic Structure” means any structure that is:

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Town of Warrenton Flood Damage Prevention Ordinance

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the US Department of Interior) or preliminarily determined by the Secretary of Interior as meeting the requirements for individual listing on the National Register;
- (b) Certified or preliminarily determined by the Secretary of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) Individually listed on a local inventory of historic landmarks in communities with a “Certified Local Government (CLG) Program”; or
- (d) Certified as contributing to the historical significance of a historic district designated by a community with a “Certified Local Government (CLG) Program.”

Certified Local Government (CLG) Programs are approved by the US Department of the Interior in cooperation with the North Carolina Department of Cultural Resources through the State Historic Preservation Officer as having met the requirements of the National Historic Preservation Act of 1966 as amended in 1980.

“Letter of Map Change (LOMC)” means an official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

- (a) Letter of Map Amendment (LOMA): An official amendment, by letter, to an effective National Flood Insurance Program map. A LOMA is based on technical data showing that a property had been inadvertently mapped as being in the floodplain, but is actually on natural high ground above the base flood elevation. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
- (b) Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.
- (c) Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the BFE and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community’s floodplain management regulations.
- (d) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

“Light Duty Truck” means any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less as defined in 40 CFR 86.082-2 and is:

- (a) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (b) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (c) Available with special features enabling off-street or off-highway operation and use.

“Lowest Adjacent Grade (LAG)” means the lowest elevation of the ground, sidewalk or patio slab immediately next to the building, or deck support, after completion of the building.

“Lowest Floor” means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or limited storage in an area other than a basement area is not considered a building's lowest floor, provided that such an enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

“Manufactured Home” means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term “manufactured home” does not include a “recreational vehicle”.

“Manufactured Home Park or Subdivision” means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

“Map Repository” means the location of the official flood hazard data to be applied for floodplain management. It is a central location in which flood data is stored and managed; in North Carolina, FEMA has recognized that the application of digital flood hazard data products have the same authority as hard copy products. Therefore, the NCEM’s Floodplain Mapping Program websites house current and historical flood hazard data. For effective flood hazard data the NC FRIS website (<http://FRIS.NC.GOV/FRIS>) is the map repository, and for historical flood hazard data the FloodNC website (<http://FLOODNC.GOV/NCFLOOD>) is the map repository.

“Market Value” means the building value, not including the land value and that of any accessory structures or other improvements on the lot. Market value may be established by independent certified appraisal; replacement cost depreciated for age of building and quality of construction (Actual Cash Value); or adjusted tax assessed values.

“New Construction” means structures for which the “start of construction” commenced on or after the effective date of the initial floodplain management regulations and includes any subsequent improvements to such structures.

“Non-Conversion Agreement” means a document stating that the owner will not convert or alter what has been constructed and approved. Violation of the agreement is considered a violation of the ordinance and, therefore, subject to the same enforcement procedures and penalties. The agreement must be filed with the recorded deed for the property. The agreement must show the clerk’s or recorder’s stamps and/or notations that the filing has been completed.

“Non-Encroachment Area (NEA)” means the channel of a river or other watercourse, including the area above a bridge or culvert when applicable, and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot as designated in the Flood Insurance Study report.

“Post-FIRM” means construction or other development for which the “start of construction” occurred on or after April 16, 2007, the effective date of the initial Flood Insurance Rate Map.

“Pre-FIRM” means construction or other development for which the “start of construction” occurred before April 16, 2007, the effective date of the initial Flood Insurance Rate Map.

“Principally Above Ground” means that at least 51% of the actual cash value of the structure is above ground.

“Public Safety” and/or “Nuisance” means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

“Recreational Vehicle (RV)” means a vehicle, which is:

- (a) Built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light duty truck;
- (d) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use, and
- (e) Is fully licensed and ready for highway use.

“Tiny Homes/Houses” and Park Models that do not meet the items listed above are not considered Recreational Vehicles and should meet the standards of and be permitted as Residential Structures.)

“Reference Level” is the top of the lowest floor for structures within Special Flood Hazard Areas designated as Zones A, AE, AH, AO, A99. The reference level is the bottom of the lowest horizontal structural member of the lowest floor for structures within Special Flood Hazard Areas designated as Zone VE.

“Regulatory Flood Protection Elevation” means the “Base Flood Elevation” plus the “Freeboard”. In “Special Flood Hazard Areas” where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE *plus* four (4) feet *freeboard*). In “Special Flood Hazard Areas” where no BFE has been established, this elevation shall be at least at least two (2) feet above the highest adjacent grade.

“Remedy a Violation” means to bring the structure or other development into compliance with state and community floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing federal financial exposure with regard to the structure or other development.

“Riverine” means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

“Salvage Yard” means any non-residential property used for the storage, collection, and/or recycling of any type of equipment, and including but not limited to vehicles, appliances and related machinery.

“Solid Waste Disposal Facility” means any facility involved in the disposal of solid waste, as defined in NCGS 130A-290(a)(35).

“Solid Waste Disposal Site” means, as defined in NCGS 130A-290(a)(36), any place at which solid wastes are disposed of by incineration, sanitary landfill, or any other method.

“Special Flood Hazard Area (SFHA)” means the land in the floodplain subject to a one percent (1%) or greater chance of being flooded in any given year, as determined in Article 3, Section B of this ordinance.

“Start of Construction” includes substantial improvement, and means the date the building permit was issued provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

“Structure” means a walled and roofed building, a manufactured home, or a gas, liquid, or liquefied gas storage tank that is principally above ground.

“Substantial Damage” means damage of any origin sustained by a structure during any one-year period whereby the cost of restoring the structure to it’s before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. See definition of “substantial improvement”.

- 1.) *By choosing a timeframe that includes cumulative damages sustained over a period of time exceeding five-year period*
- 2.) *By choosing a percent damaged that is less than **(40%)** 30% of the market value of the structure*
- 3.) *Substantial damage also means flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.] **(Strongly Recommended)***

“Substantial Improvement” means any combination of repairs, reconstruction, rehabilitation, addition, or other improvement of a structure, taking place during any one-year period for which the cost equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either:

- (a) Any correction of existing violations of state or community health, sanitary, or safety code specifications which have been identified by the community code enforcement official and which are the minimum necessary to assure safe living conditions; or
- (b) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure and the alteration is approved by variance issued pursuant to Article 4 Section E of this ordinance.

“Technical Bulletin and Technical Fact Sheet” means a FEMA publication that provides guidance concerning the building performance standards of the NFIP, which are contained in Title 44 of the U.S. Code of Federal Regulations at Section 60.3.
September 2025

The bulletins and fact sheets are intended for use primarily by State and local officials responsible for interpreting and enforcing NFIP regulations and by members of the development community, such as design professionals and builders. New bulletins, as well as updates of existing bulletins, are issued periodically as needed. The bulletins do not create regulations; rather they provide specific guidance for complying with the minimum requirements of existing NFIP regulations.

It should be noted that Technical Bulletins and Technical Fact Sheets provide guidance on the minimum requirements of the NFIP regulations. State or community requirements that exceed those of the NFIP take precedence. Design professionals should contact the community officials to determine whether more restrictive State or local regulations apply to the building or site in question. All applicable standards of the State or local building code must also be met for any building in a flood hazard area.

“Temperature Controlled” means having the temperature regulated by a heating and/or cooling system, built-in or appliance.

“Variance” is a grant of relief from the requirements of this ordinance.

“Violation” means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Articles 4 and 5 is presumed to be in violation until such time as that documentation is provided.

“Water Surface Elevation (WSE)” means the height, in relation to NAVD 1988, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

“Watercourse” means a lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

ARTICLE 3. GENERAL PROVISIONS.

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES.

This ordinance shall apply to all Special Flood Hazard Areas within the jurisdiction, *including Extra-Territorial Jurisdictions (ETJs), as allowed by law,*

SECTION B. BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS.

The Special Flood Hazard Areas are those identified under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its FIS dated September 19, 2025 for Warren County and associated DFIRM panels, including any digital data developed as part of the FIS, which are adopted by reference and declared a part of this ordinance, and all revisions thereto.

SECTION C. ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT.

A Floodplain Development Permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any development activities within Special Flood Hazard Areas determined in accordance with the provisions of Article 3, Section B of this ordinance.

SECTION D. COMPLIANCE.

No structure or land shall hereafter be located, extended, converted, altered, or developed in any way without full compliance with the terms of this ordinance and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS.

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION.

In the interpretation and application of this ordinance, all provisions shall be:

- (a) Considered as minimum requirements;
- (b) Liberally construed in favor of the governing body; and
- (c) Deemed neither to limit nor repeal any other powers granted under State statutes.

SECTION G. WARNING AND DISCLAIMER OF LIABILITY.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur. Actual flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the Special Flood Hazard Areas or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the Town of Warrenton or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

SECTION H. PENALTIES FOR VIOLATION.

Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a Class 1 misdemeanor pursuant to NC G.S. § 143-215.58. . Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$100.00 or imprisoned for not more than thirty (30) days, or both. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Town of Warrenton from taking such other lawful action as is necessary to prevent or remedy any violation.

ARTICLE 4. ADMINISTRATION.

SECTION A. DESIGNATION OF FLOODPLAIN ADMINISTRATOR.

The Town Administrator, hereinafter referred to as the “Floodplain Administrator”, is hereby appointed to administer and implement the provisions of this ordinance. In instances where the Floodplain Administrator receives assistance from others to complete tasks to administer and implement this ordinance, the Floodplain Administrator shall be responsible for the coordination and community’s overall compliance with the National Flood Insurance Program and the provisions of this ordinance.

SECTION B. FLOODPLAIN DEVELOPMENT APPLICATION, PERMIT AND CERTIFICATION REQUIREMENTS.

- (1) **Application Requirements.** Application for a Floodplain Development Permit shall be made to the Floodplain Administrator prior to any development activities located within Special Flood Hazard Areas. The following items shall be presented to the Floodplain Administrator to apply for a floodplain development permit:
 - (a) A plot plan drawn to scale which shall include, but shall not be limited to, the following specific details of the proposed floodplain development:
 - (i) The nature, location, dimensions, and elevations of the area of development/disturbance; existing and proposed structures, utility systems, grading/pavement areas, fill materials, storage areas, drainage facilities, and other development;

- (ii) The boundary of the Special Flood Hazard Area as delineated on the FIRM or other flood map as determined in Article 3, Section B, or a statement that the entire lot is within the Special Flood Hazard Area;
 - (iii) Flood zone(s) designation of the proposed development area as determined on the FIRM or other flood map as determined in Article 3, Section B;
 - (iv) The boundary of the floodway(s) or non-encroachment area(s) as determined in Article 3, Section B;
 - (v) The Base Flood Elevation (BFE) where provided as set forth in Article 3, Section B; Article 4, Section C; or Article 5, Section D;
 - (vi) The old and new location of any watercourse that will be altered or relocated as a result of proposed development; and
 - (vii) *The certification of the plot plan by a registered land surveyor or professional engineer.*
- (b) Proposed elevation, and method thereof, of all development within a Special Flood Hazard Area including but not limited to:
 - (i) Elevation in relation to NAVD 1988 of the proposed reference level (including basement) of all structures;
 - (ii) Elevation in relation to NAVD 1988 to which any non-residential structure in Zones A, AE, AH, AO, A99 will be floodproofed; and
 - (iii) Elevation in relation to NAVD 1988 to which any proposed utility systems will be elevated or floodproofed.
 - (c) If floodproofing, a Floodproofing Certificate (FEMA Form 086-0-34) with supporting data, an operational plan, and an inspection and maintenance plan that include, but are not limited to, installation, exercise, and maintenance of floodproofing measures.
 - (d) A Foundation Plan, drawn to scale, which shall include details of the proposed foundation system to ensure all provisions of this ordinance are met. These details include but are not limited to:
 - (i) The proposed method of elevation, if applicable (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls); and
 - (ii) Openings to facilitate automatic equalization of hydrostatic flood forces on walls in accordance with Article 5, Section B(4)(d) when solid foundation perimeter walls are used in Zones A, AE, AH, AO, A99.
 - (e) Usage details of any enclosed areas below the lowest floor.
 - (f) Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage.
 - (g) Certification that all other Local, State and Federal permits required prior to floodplain development permit issuance have been received.
 - (h) Documentation for placement of Recreational Vehicles and/or Temporary Structures, when applicable, to ensure that the provisions of Article 5, Section B, subsections (6) and (7) of this ordinance are met.
 - (i) A description of proposed watercourse alteration or relocation, when applicable, including an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map (if not shown on plot plan) showing the location of the proposed watercourse alteration or relocation.

- (2) **Permit Requirements.** The Floodplain Development Permit shall include, but not be limited to:
- (a) A complete description of all the development to be permitted under the floodplain development permit (e.g. house, garage, pool, septic, bulkhead, cabana, pier, bridge, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials, etc.).
 - (b) The Special Flood Hazard Area determination for the proposed development in accordance with available data specified in Article 3, Section B.
 - (c) The Regulatory Flood Protection Elevation required for the reference level and all attendant utilities.
 - (d) The Regulatory Flood Protection Elevation required for the protection of all public utilities.
 - (e) All certification submittal requirements with timelines.
 - (f) A statement that no fill material or other development shall encroach into the floodway or non-encroachment area of any watercourse unless the requirements of Article 5, Section F have been met.
 - (g) The flood openings requirements.
 - (h) Limitations of below BFE enclosure uses (if applicable). (i.e., parking, building access and limited storage only).
 - (i) A statement, that all materials below BFE/RFPE must be flood resistant materials.
- (3) **Certification Requirements.**
- (a) Elevation Certificates
 - (i) *An Elevation Certificate (FEMA Form FF-206-FY-22-152) is required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the elevation of the reference level, in relation to NAVD 1988. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder prior to the beginning of construction. Failure to submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit.*
 - (ii) *An Elevation Certificate (FEMA Form FF-206-FY-22-152) is required after the reference level is established. Within seven (7) calendar days of establishment of the reference level elevation, it shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the elevation of the reference level, in relation to NAVD 1988. Any work done within the seven (7) day calendar period and prior to submission of the certification shall be at the permit holder's risk. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being permitted to proceed. Failure to submit the certification or failure to make required corrections shall be cause to issue a stop-work order for the project.*
 - (iii) A final Finished Construction Elevation Certificate (FEMA Form FF-206-FY-22-152) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy. *The Finished Construction Elevation Certificate certifier shall provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building*

*including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable. **THE FEMA ELEVATION CERTIFICATE IS OPTIONAL FOR FLOODPLAIN MANAGEMENT ELEVATION DATA, BUT RECOMMENDED. THE USE OF THE FEMA ELEVATION CERTIFICATE IS REQUIRED FOR THE PURCHASE OF FLOOD INSURANCE AND MANDATORY FOR CRS PARTICIPATION, AND THIS LANGUAGE SHOULD BE INCLUDED IN ITS ENTIRETY.***

(b) Floodproofing Certificate

- (i) If non-residential floodproofing is used to meet the Regulatory Flood Protection Elevation requirements, a Floodproofing Certificate (FEMA Form FF-206-FY-22-153), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to permit approval. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.
 - (ii) A final Finished Construction Floodproofing Certificate (FEMA Form FF-206-FY-22-153), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the issuance of a Certificate of Compliance/Occupancy. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certificate shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to Certificate of Occupancy. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to deny a Certificate of Compliance/Occupancy.
- (c) If a manufactured home is placed within Zones A, AE, AH, AO, A99 and the elevation of the chassis is more than 36 inches in height above grade, an engineered foundation certification is required in accordance with the provisions of Article 5, Section B(3)(b).
- (d) If a watercourse is to be altered or relocated, a description of the extent of watercourse alteration or relocation; a professional engineer's certified report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map showing the location of the proposed watercourse alteration or relocation shall all be submitted by the permit applicant prior to issuance of a floodplain development permit.
- (e) Certification Exemptions. The following structures, if located within Zones A, AE, AH, AO, A99, are exempt from the elevation/floodproofing certification requirements specified in items (a) and (b) of this subsection:
- (i) Recreational Vehicles meeting requirements of Article 5, Section B(6)(a);
 - (ii) Temporary Structures meeting requirements of Article 5, Section B(7); and
 - (iii) Accessory Structures that are 150 square feet or less or \$5,000.00 or less and meeting requirements of Article 5, Section B(8).

(4) **Determinations for existing buildings and structures.**

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

- (a) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (b) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (c) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
- (d) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the NC Building Code and this ordinance is required.

SECTION C. DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR.

The Floodplain Administrator shall perform, but not be limited to, the following duties:

- (1) Review all floodplain development applications and issue permits for all proposed development within Special Flood Hazard Areas to assure that the requirements of this ordinance have been satisfied.
- (2) Review all proposed development within Special Flood Hazard Areas to assure that all necessary local, state and federal permits have been received, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
- (3) Notify adjacent communities and the North Carolina Department of Public Safety, Division of Emergency Management, State Coordinator for the National Flood Insurance Program prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA).
- (4) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained.
- (5) Prevent encroachments into floodways and non-encroachment areas unless the certification and flood hazard reduction provisions of Article 5, Section F are met.
- (6) Obtain actual elevation (in relation to NAVD 1988) of the reference level (including basement) and all attendant utilities of all new and substantially improved structures, in accordance with the provisions of Article 4, Section B(3).
- (7) Obtain actual elevation (in relation to NAVD 1988) to which all new and substantially improved structures and utilities have been floodproofed, in accordance with the provisions of Article 4, Section B(3).
- (8) Obtain actual elevation (in relation to NAVD 1988) of all public utilities in accordance with the provisions of Article 4, Section B(3).
- (9) When floodproofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with the provisions of Article 4, Section B(3) and Article 5, Section B(2).

- (10) Where interpretation is needed as to the exact location of boundaries of the Special Flood Hazard Areas, floodways, or non-encroachment areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.
- (11) When BFE data has not been provided in accordance with the provisions of Article 3, Section B, obtain, review, and reasonably utilize any BFE data, along with floodway data or non-encroachment area data available from a federal, state, or other source, including data developed pursuant to Article 5, Section D(2)(c), in order to administer the provisions of this ordinance.
- (12) When BFE data is provided but no floodway or non-encroachment area data has been provided in accordance with the provisions of Article 3, Section B, obtain, review, and reasonably utilize any floodway data or non-encroachment area data available from a federal, state, or other source in order to administer the provisions of this ordinance.
- (13) Permanently maintain all records that pertain to the administration of this ordinance and make these records available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.
- (14) Make on-site inspections of work in progress. As the work pursuant to a floodplain development permit progresses, the Floodplain Administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the Floodplain Administrator has a right, upon presentation of proper credentials, to enter on any premises within the jurisdiction of the community at any reasonable hour for the purposes of inspection or other enforcement action.
- (15) Issue stop-work orders as required. Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, the Floodplain Administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing or in charge of the work. The stop-work order shall state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor.
- (16) Revoke floodplain development permits as required. The Floodplain Administrator may revoke and require the return of the floodplain development permit by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable State or local law may also be revoked.
- (17) Make periodic inspections throughout the Special Flood Hazard Areas within the jurisdiction of the community. The Floodplain Administrator and each member of his or her inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.
- (18) Follow through with corrective procedures of Article 4, Section D.
- (19) Review, provide input, and make recommendations for variance requests.
- (20) Maintain a current map repository to include, but not limited to, historical and effective FIS Report, historical and effective FIRM and other official flood maps and studies adopted in accordance with the provisions of Article 3, Section B of this ordinance, including any revisions thereto including Letters of Map Change, issued by FEMA. Notify State and FEMA of mapping needs.
- (21) Coordinate revisions to FIS reports and FIRMs, including Letters of Map Revision Based on Fill (LOMR-Fs) and Letters of Map Revision (LOMRs).
- (22) *When the lowest floor and the lowest adjacent grade of a structure or the lowest ground elevation of a parcel in a Special Flood Hazard Area is above the BFE, advise the property owner of the option to apply for a Letter of Map Amendment (LOMA) from FEMA. Maintain a copy of the LOMA issued by FEMA in the floodplain development permit file.*

SECTION D. CORRECTIVE PROCEDURES.

- (1) Violations to be corrected: When the Floodplain Administrator finds violations of applicable state and local laws; it shall be his or her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law cited in such notification.
- (2) Actions in Event of Failure to Take Corrective Action: If the owner of a building or property shall fail to take prompt corrective action, the Floodplain Administrator shall give the owner written notice, by certified or registered mail to the owner's last known address or by personal service, stating:
 - (a) That the building or property is in violation of the floodplain management regulations;
 - (b) That a hearing will be held before the Floodplain Administrator at a designated place and time, not later than ten (10) days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and
 - (c) That following the hearing, the Floodplain Administrator may issue an order to alter, vacate, or demolish the building; or to remove fill as applicable.
- (3) Order to Take Corrective Action: If, upon a hearing held pursuant to the notice prescribed above, the Floodplain Administrator shall find that the building or development is in violation of the Flood Damage Prevention Ordinance, he or she shall issue an order in writing to the owner, requiring the owner to remedy the violation within a specified time period, not less than sixty (60) calendar days, nor more than least one-hundred eighty(180) calendar days. Where the Floodplain Administrator finds that there is imminent danger to life or other property, he or she may order that corrective action be taken in such lesser period as may be feasible.
- (4) Appeal: Any owner who has received an order to take corrective action may appeal the order to the local elected governing body by giving notice of appeal in writing to the Floodplain Administrator and the clerk within ten (10) days following issuance of the final order. In the absence of an appeal, the order of the Floodplain Administrator shall be final. The local governing body shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.
- (5) Failure to Comply with Order: If the owner of a building or property fails to comply with an order to take corrective action for which no appeal has been made or fails to comply with an order of the governing body following an appeal, the owner shall be guilty of a Class 1 misdemeanor pursuant to NC G.S. § 143-215.58 and shall be punished at the discretion of the court.

SECTION E. VARIANCE PROCEDURES.

- (1) The Board of Adjustment as established by the Town of Warrenton, hereinafter referred to as the "appeal board", shall hear and decide requests for variances from the requirements of this ordinance.
- (2) Any person aggrieved by the decision of the appeal board may appeal such decision to the Court, as provided in Chapter 7A of the North Carolina General Statutes.
- (3) Variances may be issued for:
 - (a) The repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and that the variance is the minimum necessary to preserve the historic character and design of the structure;
 - (b) Functionally dependent facilities if determined to meet the definition as stated in Article 2 of this ordinance, provided provisions of Article 4, Section E(9)(b), (c), and (e) have been satisfied, and such facilities are protected by methods that minimize flood damages during the base flood and create no additional threats to public safety; or

- (c) Any other type of development provided it meets the requirements of this Section.
- (4) In passing upon variances, the appeal board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:
 - (a) The danger that materials may be swept onto other lands to the injury of others;
 - (b) The danger to life and property due to flooding or erosion damage;
 - (c) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (d) The importance of the services provided by the proposed facility to the community;
 - (e) The necessity to the facility of a waterfront location as defined under Article 2 of this ordinance as a functionally dependent facility, where applicable;
 - (f) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
 - (g) The compatibility of the proposed use with existing and anticipated development;
 - (h) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - (i) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (j) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 - (k) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.
- (5) A written report addressing each of the above factors shall be submitted with the application for a variance.
- (6) Upon consideration of the factors listed above and the purposes of this ordinance, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes and objectives of this ordinance.
- (7) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the BFE and the elevation to which the structure is to be built and that such construction below the BFE increases risks to life and property, and that the issuance of a variance to construct a structure below the BFE may result in increased premium rates for flood insurance up to \$25 per \$100 of insurance coverage. Such notification shall be maintained with a record of all variance actions, including justification for their issuance.
- (8) The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the FEMA and the State of North Carolina upon request.
- (9) Conditions for Variances:
 - (a) Variances shall not be issued when the variance will make the structure in violation of other federal, state, or local laws, regulations, or ordinances.
 - (b) Variances shall not be issued within any designated floodway or non-encroachment area if the variance would result in any increase in flood levels during the base flood discharge.
 - (c) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (d) Variances shall only be issued prior to development permit approval.

- (e) Variances shall only be issued upon:
 - (i) A showing of good and sufficient cause;
 - (ii) A determination that failure to grant the variance would result in exceptional hardship; and
 - (iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (10) A variance may be issued for solid waste disposal facilities or sites, hazardous waste management facilities, salvage yards, and chemical storage facilities that are located in Special Flood Hazard Areas provided that all of the following conditions are met.
 - (a) The use serves a critical need in the community.
 - (b) No feasible location exists for the use outside the Special Flood Hazard Area.
 - (c) The reference level of any structure is elevated or floodproofed to at least the Regulatory Flood Protection Elevation.
 - (d) The use complies with all other applicable federal, state and local laws.
 - (e) The Town of Warrenton has notified the Secretary of the North Carolina Department of Public Safety of its intention to grant a variance at least thirty (30) calendar days prior to granting the variance.

ARTICLE 5. PROVISIONS FOR FLOOD HAZARD REDUCTION.

SECTION A. GENERAL STANDARDS.

In all Special Flood Hazard Areas, the following provisions are required:

- (1) All new construction and substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, and lateral movement of the structure.
- (2) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage in accordance with the FEMA Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*.
- (3) All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages.
- (4) All new electrical, heating, ventilation, air-conditioning, plumbing, duct systems, and other building utility systems, equipment, and service facilities must be located at or above the Regulatory Flood Protection Elevation (RFPE) and/or specially designed to prevent water from entering or accumulating within the components and installed to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding to the design flood elevation. Utility systems, equipment, and service facilities include, but are not limited to, HVAC equipment, water softener units, bath/kitchen plumbing fixtures, ductwork, electric/gas meter panels/boxes, utility/cable boxes, water heaters, fuel tanks, and electric outlets/switches.
 - (a) Replacements part of a substantial improvement must also meet the above provisions.
 - (b) Replacements that are for maintenance and not part of a substantial improvement, may be installed at the original location provided the addition and/or improvements comply with the standards for new construction consistent with the code and requirements for the original structure.

- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into flood waters.
- (7) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (8) Nothing in this ordinance shall prevent the repair, reconstruction, or replacement of a building or structure existing on the effective date of this ordinance and located totally or partially within the floodway, non-encroachment area, or stream setback, provided there is no additional encroachment below the Regulatory Flood Protection Elevation in the floodway, non-encroachment area, or stream setback, and provided that such repair, reconstruction, or replacement meets all of the other requirements of this ordinance.
- (9) New solid waste disposal facilities and sites, hazardous waste management facilities, salvage yards, and chemical storage facilities shall not be permitted, except by variance as specified in Article 4, Section E(10). A structure or tank for chemical or fuel storage incidental to an allowed use or to the operation of a water treatment plant or wastewater treatment facility may be located in a Special Flood Hazard Area only if the structure or tank is either elevated or floodproofed to at least the Regulatory Flood Protection Elevation and certified in accordance with the provisions of Article 4, Section B(3).
- (10) All subdivision proposals and other development proposals shall be consistent with the need to minimize flood damage.
- (11) All subdivision proposals and other development proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.
- (12) All subdivision proposals and other development proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- (13) All subdivision proposals and other development proposals shall have received all necessary permits from those governmental agencies for which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
- (14) When a structure is partially located in a Special Flood Hazard Area, the entire structure shall meet the requirements for new construction and substantial improvements.
- (15) When a structure is located in a flood hazard risk zone with multiple base flood elevations, the provisions for the more restrictive flood hazard risk zone and the highest BFE shall apply.
- (16) Buildings and structures that are located in more than one flood hazard area shall comply with the provisions associated with the most restrictive flood hazard area.
- (17) Fill is prohibited in the SFHA, including construction of buildings on fill. This includes not approving Conditional Letters or Letters of Map Revision - Based on Fill (CLOMR-F or LOMR-F).

SECTION B. SPECIFIC STANDARDS.

In all Special Flood Hazard Areas where BFE data has been provided, as set forth in Article 3, Section B, or Article 5, Section D, the following provisions, in addition to the provisions of Article 5, Section A, are required:

- (1) Residential Construction. New construction and substantial improvement of any residential structure (including manufactured homes) shall have the reference level, including basement, elevated no lower than the Regulatory Flood Protection Elevation (RFPE), as defined in Article 2 of this ordinance.
- (2) Non-Residential Construction. New construction and substantial improvement of any commercial, industrial, or other non-residential structure shall have the reference level, including basement, elevated no lower than the Regulatory Flood

Protection Elevation, as defined in Article 2 of this ordinance. Structures located in Zones A, AE, AH, AO, A99 may be floodproofed to the Regulatory Flood Protection Elevation (RFPE) in lieu of elevation provided that all areas of the structure, together with attendant utility and sanitary facilities, below the Regulatory Flood Protection Elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. For AO Zones, the floodproofing elevation shall be in accordance with Article 5, Section G(2). A registered professional engineer or architect shall certify that the floodproofing standards of this subsection are satisfied. Such certification shall be provided to the Floodplain Administrator as set forth in Article 4, Section B(3), along with the operational plan and the inspection and maintenance plan.

(3) Manufactured Homes.

- (a) New and replacement manufactured homes shall be elevated so that the reference level of the manufactured home is no lower than the Regulatory Flood Protection Elevation (RFPE), as defined in Article 2 of this ordinance.
- (b) Manufactured homes shall be securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement, either by certified engineered foundation system, or in accordance with the most current edition of the State of North Carolina Regulations for Manufactured Homes adopted by the Commissioner of Insurance pursuant to NCGS 143-143.15. Additionally, when the elevation would be met by an elevation of the chassis thirty-six (36) inches or less above the grade at the site, the chassis shall be supported by reinforced piers or engineered foundation. When the elevation of the chassis is above thirty-six (36) inches in height, an engineering certification is required.
- (c) All enclosures or skirting below the lowest floor shall meet the requirements of Article 5, Section B(4).
- (d) An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood prone areas. This plan shall be filed with and approved by the Floodplain Administrator and the local Emergency Management Coordinator.

(4) Elevated Buildings. Fully enclosed area, of new construction and substantially improved structures, which is below the lowest floor:

- (a) Shall not be designed or used for human habitation, but shall only be used for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator). The interior portion of such enclosed area shall not be finished or partitioned into separate rooms, except to enclose storage areas;
- (b) Shall not be temperature-controlled or conditioned;
- (c) Shall be constructed entirely of flood resistant materials at least to the Regulatory Flood Protection Elevation; and
- (d) Shall include flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet or exceed the following minimum design criteria:
 - (i) A minimum of two flood openings on different sides of each enclosed area subject to flooding;
 - (ii) The total net area of all flood openings must be at least one (1) square inch for each square foot of enclosed area subject to flooding;
 - (iii) If a building has more than one enclosed area, each enclosed area must have flood openings to allow floodwaters to automatically enter and exit;
 - (iv) The bottom of all required flood openings shall be no higher than one (1) foot above the higher of the interior or exterior adjacent grade;

- (v) Flood openings may be equipped with screens, louvers, or other coverings or devices, provided they permit the automatic flow of floodwaters in both directions; and
- (vi) Enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require flood openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires flood openings as outlined above.

(f) Fill/Grading

- (i) Fill is prohibited in the SFHA

- (g) Property owners shall be required to execute and record a non-conversion agreement prior to issuance of a building permit declaring that the area below the lowest floor shall not be improved, finished or otherwise converted to habitable space

(5) Additions/Improvements.

- (a) Additions and/or improvements to pre-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:
 - (i) Not a substantial improvement, the addition and/or improvements must be designed to minimize flood damages and *must not be any more non-conforming than the existing structure.*
 - (ii) A substantial improvement, with modifications/rehabilitations/improvements to the existing structure or the common wall is structurally modified more than installing a doorway, both the existing structure and the addition must comply with the standards for new construction.
- (b) Additions to pre-FIRM or post-FIRM structures that are a substantial improvement with no modifications/rehabilitations/improvements to the existing structure other than a standard door in the common wall, shall require only the addition to comply with the standards for new construction.
- (c) Additions and/or improvements to post-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:
 - (i) Not a substantial improvement, the addition and/or improvements only must comply with the standards for new construction consistent with the code and requirements for the original structure.
 - (ii) A substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.
- (d) Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a One (1) year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started must comply with the standards for new construction. For each building or structure, the One (1) year period begins on the date of the first improvement or repair of that building or structure subsequent to the effective date of this ordinance. *Substantial damage also means flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.* If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The requirement does not, however, include either:
 - (i) Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assume safe living conditions.
 - (ii) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

- (6) Recreational Vehicles. Recreational vehicles shall either:
- (a) Temporary Placement
 - (i) Be on site for fewer than 180 consecutive days; or
 - (ii) Be fully licensed and ready for highway use. (A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities, and has no permanently attached additions.)
 - (b) Permanent Placement. Recreational vehicles that do not meet the limitations of Temporary Placement shall meet all the requirements for new construction.
- (7) Temporary Non-Residential Structures. Prior to the issuance of a floodplain development permit for a temporary structure, the applicant must submit to the Floodplain Administrator a plan for the removal of such structure(s) in the event of a hurricane, flash flood or other type of flood warning notification. The following information shall be submitted in writing to the Floodplain Administrator for review and written approval:
- (a) A specified time period for which the temporary use will be permitted. Time specified may not exceed three (3) months, renewable up to one (1) year;
 - (b) The name, address, and phone number of the individual responsible for the removal of the temporary structure;
 - (c) The time frame prior to the event at which a structure will be removed (i.e., minimum of 72 hours before landfall of a hurricane or immediately upon flood warning notification);
 - (d) A copy of the contract or other suitable instrument with the entity responsible for physical removal of the structure; and
 - (e) Designation, accompanied by documentation, of a location outside the Special Flood Hazard Area, to which the temporary structure will be moved.
- (8) Accessory Structures. When accessory structures (sheds, detached garages, etc.) are to be placed within a Special Flood Hazard Area, the following criteria shall be met:
- (a) Accessory structures shall not be used for human habitation (including working, sleeping, living, cooking or restroom areas);
 - (b) Accessory structures shall not be temperature-controlled;
 - (c) Accessory structures shall be designed to have low flood damage potential;
 - (d) Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
 - (e) Accessory structures shall be firmly anchored in accordance with the provisions of Article 5, Section A(1);
 - (f) All service facilities such as electrical shall be installed in accordance with the provisions of Article 5, Section A(4); and
 - (g) Flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below Regulatory Flood Protection Elevation in conformance with the provisions of Article 5, Section B(4)(d).

An accessory structure with a footprint less than 150 square feet or that is a minimal investment of \$5,000.00 or less and satisfies the criteria outlined above is not required to meet the elevation or floodproofing standards of Article 5, Section

B (2). Elevation or floodproofing certifications are required for all other accessory structures in accordance with Article 4, Section B(3).

(9) Tanks. When gas and liquid storage tanks are to be placed within a Special Flood Hazard Area, the following criteria shall be met:

- (a) Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty;
- (b) Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be elevated to or above the Regulatory Flood Protection Elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area;
- (c) Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Article 5, Section B (2) of this ordinance shall be permitted in flood hazard areas provided the tanks are designed, constructed, installed, and anchored to resist all flood-related and other loads, including the effects of buoyancy, during conditions of the design flood and without release of contents in the floodwaters or infiltration by floodwaters into the tanks. Tanks shall be designed, constructed, installed, and anchored to resist the potential buoyant and other flood forces acting on an empty tank during design flood conditions.
- (d) Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:
 - (i) At or above the Regulatory Flood Protection Elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
 - (ii) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(10) Other Development.

- (a) Fences in regulated floodways and NEAs that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Article 5, Section F of this ordinance.
- (b) Retaining walls, sidewalks and driveways in regulated floodways and NEAs. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Article 5, Section F of this ordinance.
- (c) Roads and watercourse crossings in regulated floodways and NEAs. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Article 5, Section F of this ordinance.
- (d) Commercial storage facilities are not considered “limited storage” as noted in this ordinance and shall be protected to the Regulatory Flood Protection Elevation as required for commercial structures.

SECTION C. RESERVED.

SECTION D. STANDARDS FOR FLOODPLAINS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS.

Within the Special Flood Hazard Areas designated as Approximate Zone A and established in Article 3, Section B, where no BFE data has been provided by FEMA, the following provisions, in addition to the provisions of Article 5, Section A, shall apply:

- (1) No encroachments, including fill, new construction, substantial improvements or new development shall be permitted within a distance of twenty (20) feet each side from top of bank or five times the width of the stream, whichever is greater, unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- (2) The BFE used in determining the Regulatory Flood Protection Elevation shall be determined based on the following criteria:
 - (a) When BFE data is available from other sources, all new construction and substantial improvements within such areas shall also comply with all applicable provisions of this ordinance and shall be elevated or floodproofed in accordance with standards in Article 5, Sections A and B.
 - (b) When floodway or non-encroachment data is available from a Federal, State, or other source, all new construction and substantial improvements within floodway and non-encroachment areas shall also comply with the requirements of Article 5, Sections B and F.
 - (c) All subdivision, manufactured home park and other development proposals shall provide BFE data if development is greater than five (5) acres or has more than fifty (50) lots/manufactured home sites. Such BFE data shall be adopted by reference in accordance with Article 3, Section B and utilized in implementing this ordinance.
 - (d) When BFE data is not available from a Federal, State, or other source as outlined above, the reference level shall be elevated or floodproofed (nonresidential) to or above the Regulatory Flood Protection Elevation, as defined in Article 2. All other applicable provisions of Article 5, Section B shall also apply.

SECTION E. STANDARDS FOR RIVERINE FLOODPLAINS WITH BASE FLOOD ELEVATIONS BUT WITHOUT ESTABLISHED FLOODWAYS OR NON-ENCROACHMENT AREAS.

Along rivers and streams where BFE data is provided by FEMA or is available from another source but neither floodway nor non-encroachment areas are identified for a Special Flood Hazard Area on the FIRM or in the FIS report, the following requirements shall apply to all development within such areas:

- (1) Standards of Article 5, Sections A and B; and
- (2) Until a regulatory floodway or non-encroachment area is designated, no encroachments, including fill, new construction, substantial improvements, or other development, shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point.

SECTION F. FLOODWAYS AND NON-ENCROACHMENT AREAS.

Areas designated as floodways or non-encroachment areas are located within the Special Flood Hazard Areas established in Article 3, Section B. The floodways and non-encroachment areas are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to standards outlined in Article 5, Sections A and B, shall apply to all development within such areas:

- (1) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
 - (a) It is demonstrated that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood discharge, based on hydrologic and hydraulic analyses performed in accordance with

standard engineering practice and presented to the Floodplain Administrator prior to issuance of floodplain development permit; or

- (b) A Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained within six months of completion of the proposed encroachment.
- (2) If Article 5, Section F(1) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.
- (3) Manufactured homes may be permitted provided the following provisions are met:
- (a) The anchoring and the elevation standards of Article 5, Section B(3); and
 - (b) The encroachment standards of Article 5, Section F(1).

SECTION G. STANDARDS FOR AREAS OF SHALLOW FLOODING (ZONE AO).

Located within the Special Flood Hazard Areas established in Article 3, Section B, are areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to Article 5, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

- (1) The reference level shall be elevated at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM), in feet, plus a freeboard of two (2) feet, above the highest adjacent grade; or at least a minimum of two (2) feet above the highest adjacent grade if no depth number is specified.
- (2) Non-residential structures may, in lieu of elevation, be floodproofed to the same level as required in Article 5, Section G(1) so that the structure, together with attendant utility and sanitary facilities, below that level shall be watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required in accordance with Article 4, Section B(3) and Article 5, Section B(2).
- (3) Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

SECTION H. STANDARDS FOR AREAS OF SHALLOW FLOODING (ZONE AH).

Located within the Special Flood Hazard Areas established in Article 3, Section B, are areas designated as shallow flooding areas. These areas are subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are one (1) to three (3) feet. Base Flood Elevations are derived from detailed hydraulic analyses are shown in this zone. In addition to Article 5, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

- (1) Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

ARTICLE 6. LEGAL STATUS PROVISIONS.

SECTION A. EFFECT ON RIGHTS AND LIABILITIES UNDER THE EXISTING FLOOD DAMAGE PREVENTION ORDINANCE.

This ordinance in part comes forward by re-enactment of some of the provisions of the Flood Damage Prevention Ordinance enacted April 10, 2000 as amended, and it is not the intention to repeal but rather to re-enact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued thereunder are reserved and may be enforced. The enactment of this ordinance shall not affect any action, suit or proceeding instituted or pending. All provisions

September 2025

of the Flood Damage Prevention Ordinance of the Town of Warrenton enacted on April 10, 2000, as amended, which are not reenacted herein are repealed.

The date of the initial Flood Damage Prevention Ordinance for Warren County is April 8, 1984.

SECTION B. EFFECT UPON OUTSTANDING FLOODPLAIN DEVELOPMENT PERMITS.

Nothing herein contained shall require any change in the plans, construction, size, or designated use of any development or any part thereof for which a floodplain development permit has been granted by the Floodplain Administrator or his or her authorized agents before the time of passage of this ordinance; provided, however, that when construction is not begun under such outstanding permit within a period of six (6) months subsequent to the date of issuance of the outstanding permit, construction or use shall be in conformity with the provisions of this ordinance.

SECTION C. SEVERABILITY.

If any section, clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

SECTION D. EFFECTIVE DATE.

This ordinance shall become effective upon adoption.

SECTION E. ADOPTION CERTIFICATION.

I hereby certify that this is a true and correct copy of the Flood Damage Prevention Ordinance as adopted by the Board of Commissioners of the Town of Warrenton, North Carolina, on the _____ day of September, 2025.

WITNESS my hand and the official seal of _____, this the _____ day of September, 2025.

(signature) (SEAL)



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

Parking Along South Main Street

Having received several inquiries about parking along S. Main Street and along E. Franklin Street, it may be time to consider some changes to parking in the area.

With the new apartments open and renting rapidly, available parking, in close proximity to businesses and residences, is now at a premium.

Though I believe there is sufficient parking in the new parking lot, business owners would prefer to have open spots in front of their businesses. Right now, the parking on S. Main just south of Franklin Street has no time limits on it, whereas the block to the north has 2-hour limits.

Options:

1. Make the parking spaces on S. Main 2-hour limits from 9am to 5pm (Beside Dameron, in front of Warren Auto, possibly in front of Nationwide)
2. Leave as is.
3. Come up with alternative ideas.

Additional Parking:

I would like to propose additional parking spaces marked along S. Front Street (parallel) and College Street (angled toward S. Main Street).

SCHEDULE III. TIME-LIMITED PARKING AREAS.

It shall be unlawful for any person to park a vehicle in a parking space located along Town streets which is designated by a sign to be time limited for longer than the time indicated on such sign. Time Restrictions are not applicable on Saturdays, Sundays or Town designated holidays. A change of position of the vehicle from one point directly to another point within the same block shall be deemed one continuous parking period. Violation of this of this ordinance shall be punishable by a civil penalty as provided for in §72.99 which may be amended from time to time.

EXCEPT – Pursuant to N.C.G.S. §20-37.6 and 20-37.7, any vehicle driven by or one that is transporting a person who is handicapped and that vehicle displays a valid state issued handicap placard or license plate may be parked for unlimited periods in parking spaces restricted as to length of time parking.

(Ord. Amended 7-11-2011)

SCHEDULE IV. DIAGONAL PARKING PERMITTED

All vehicles shall be parked at an angle of approximately 45 degrees with the curb on the streets or portions thereof listed in the schedule below:

| STREET | SIDE | LOCATION |
|-----------|-------|--|
| Macon St. | North | From its intersection with Main St. to its intersection with Front St. |

('63 Code, Ch. G, Schedule VI) Penalty see §72.99

SCHEDULE III. TIME-LIMITED PARKING AREAS.

It shall be unlawful for any person to park a vehicle in a parking space located along Town streets which is designated by a sign to be time limited for longer than the time indicated on such sign. Time Restrictions are not applicable on Saturdays, Sundays or Town designated holidays. A change of position of the vehicle from one point directly to another point within the same block shall be deemed one continuous parking period. Violation of this of this ordinance shall be punishable by a civil penalty as provided for in §72.99 which may be amended from time to time.

EXCEPT – Pursuant to N.C.G.S. §20-37.6 and 20-37.7, any vehicle driven by or one that is transporting a person who is handicapped and that vehicle displays a valid state issued handicap placard or license plate may be parked for unlimited periods in parking spaces restricted as to length of time parking.

(Ord. Amended 7-11-2011)

SCHEDULE IV. DIAGONAL PARKING PERMITTED

All vehicles shall be parked at an angle of approximately 45 degrees with the curb on the streets or portions thereof listed in the schedule below:

| STREET | SIDE | LOCATION |
|---------------|-------|--|
| Macon St. | North | From intersection with Main St. to intersection with Front St. |
| E. Market St. | South | From intersection with S. Main St. to intersection with S. Bragg St. |
| W. Market St | South | From intersection with S. Main St to intersection with S. Front St. |
| College St. | South | From intersection with S. Main St. to intersection with S. Front St. |

('63 Code, Ch. G, Schedule VI) Penalty see §72.99

Town of
Warrenton
NORTH CAROLINA

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

APPLICATION FOR ZONING SPECIAL USE PERMIT

* \$300 processing fee is required *

Date:

8/18/25

Name of Applicant:

Claude O'Hagan

Telephone No.

252-767-2128

Address:

976 US Hwy 158 Bus. West, Warrenton, NC 27589

Owner:

Claude O'Hagan

Telephone No.

252-767-2128

Address:

976 US Hwy 158 Bus. West, Warrenton, NC 27589

Current Zoning:

Tax Number of Parcel:

E6B 246

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

114 Franklin St., Warrenton, NC 27589

Specific Zoning ordinance for which the variance is being requested:

Special Use Request:

Can Dealer / Sales lot / used car Sales

Use of each adjacent property:

* Attach additional pages as necessary *

Explain how all applicable specific conditions pertaining to the proposed use have been or will be satisfied;

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

Large Corner Lot / Better than most in area

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

Large Perimeter Lot / Parking Area Off Street

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

Same as all other Business of Similar Use

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

NO Impact Changes

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

no additional impacts will occur

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

NO Impact Changes

* Attach additional pages as necessary *



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

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

E6B368 APPLICATION FOR ZONING SPECIAL USE PERMIT

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

Date: 8/27/2025

Name of Applicant: David & Evelyn Woodson Telephone No. 301 848-7548

Address: 305 Halifax St, Warrenton NC 27589

Owner: David & Evelyn Woodson Telephone No. 301 848-7548

Address: 414 Church St. Warrenton, NC 27589

Current Zoning: Residential Tax Number of Parcel: E6B368

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

Warren County
414 Church St. Warrenton, NC 27589

Specific Zoning ordinance for which the variance is being requested:

Residential

Special Use Request: Airbnb

Use of each adjacent property: _____

Residential house on left / Abandon and/or Condemned house on right

*** Attach additional pages as necessary ***

Explain how all applicable specific conditions pertaining to the proposed use have been or will be satisfied;

Property is a residential 3 bedroom/ 2 bath home in perfect working condition.

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

Has drive-tru driveway and parking for up to 4 cars. more than sufficient to satisfy all safety and traffic requirements

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

Driveway sufficient to access off-street parking. closed trash bin located next to home-drive with convenient access for pick. No impediment of safety or emergency traffic.

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

There is no difference than any other residential 3 bedroom property in the area. Public services and utilities are more than adequate for this location.

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

There is no difference than any other residential 3 bedroom property in the area. Property only has small scrubs, appropriate in size and location for this parcel.

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

There is no difference than any other residential 3 bedroom property in the area with a family of 4 to 6 occupant. Rental rules require occupants to abide by Airbnb rules and local law codes/law

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

No plans for development - Property is and will remain a residential 3 bedroom/ 2 bath home for short term rent.

*** Attach additional pages as necessary ***

Explain how the use will not be a detriment or deterrent to economic development;

Visitor and tourist will enhance the area by spending time and money in town

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

Visitor and tourist will enhance the area and boost the local economy

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

Short-term rentals ensure property is maintained, brings business to the area
ensures tax revenues are paid.

Signature of Applicant

For Town Staff Use Only

Fee Paid: \$ _____ (\$300.00)

Public Hearing Held on _____ At: _____

Board of Commissioners meeting held on _____ At _____

Approved: _____ Denied: _____

Explanation: _____

Date: _____

Robert F. Davie, Jr.
Town Administrator

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The Town of Warrenton has need for and intends to construct, plan for, or conduct a study in a project described as the 2025 Water and Wastewater Asset and Inventory Assessment (AIA) project, and

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

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF THE TOWN OF WARRENTON:

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

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

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

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

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

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

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

Adopted this the September 8, 2025 at Warrenton, North Carolina.

(Signature of Chief Executive Office)

Walter M. Gardner, Mayor

(Name and Title of Chief Executive Officer)

FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting Town Clerk of the Town of Warrenton does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Board of Commissioners duly held on the 8th day of September, 2025; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of September, 2025.

(Signature of Recording Officer)

Robert Davie, Town Administrator

(Name and Title of Recording Officer)

