



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 April 14, 2025
AGENDA

Regular Meeting

1. Call to Order, Pledge of Allegiance and Moment of Silence
2. Conflict of Interest Statement, Proposed Agenda
3. Public Comments
4. Minutes of Public Hearing and Board Meeting and Public Hearing of March 10, 2025
5. Consent Agenda
 - a. Mission and Goals
 - b. Year-to-Date Revenue and Expenditure Reports (Budget vs. Actual)
 - c. Monthly Checks Report
 - d. Public Works Monthly Report
 - e. WWTP Monthly Report
 - f. Police Activity Reports
 - g. Action Items from Prior BOC Meeting
 - h. Budget Amendment for Powell Bill Expenditure – for consideration
 - i. Budget Amendment for Revitalization Budget – for consideration
 - j. Budget Amendment to Close Out EPA Grant – for consideration
 - k. ESA (Engineering Services Agreement – NCDEQ Water Grant – for consideration and subject to legal review
 - l. ESA – NCDEQ StormWater Grant – for consideration and subject to legal review
 - m. ESA – NCDEQ Waste Water Treatment Grant – for consideration, subject to legal review
6. Committee Reports
 - a. Finance and Administration (Ms. Hunter)
 - b. Public Works (Mr. Blalock)
 - c. Public Safety (Mr. Ayscue)
 - d. Human Resources/Information Technology (Mr. White)
 - e. Revitalization/Historic District Commission (Mr. Coffman)
 - f. Beautification/Facilities (Ms. Sourelis)
 - g. Planning/Zoning/Annexation (Mr. Young)
7. Old Business
 - a. Status of Grants – for information
 - b. Update on Unaccounted-For Water – for information
 - c. Approval of Quote/Bid for Email Conversion, FEMA Grant – for consideration
 - d. Approval of Quote/Bid for Brehon St Stormwater – for consideration
 - e. Grant Project Ordinance for SCRC – for consideration
 - f. Resolutions for Grant Application for Waste-Water Infrastructure – for consideration
 - g. Resolution for EBS Grant Portal – for consideration
 - h. Resolution Accepting Funding Offer – NCDEQ Water Grant – for consideration
 - i. Amendment to Engineering Agreement for Golden Leaf Grant – for consideration and subject to legal review

8. New Business
 - a. Contract with Bluebird Festival Band – for consideration and subject to legal review
9. Announcements
10. Closed Session to consider the qualifications, competence, performance, character, fitness, conditions of initial employment (NC GS 143-318.11 (a)(6))
11. Adjournment

Conflict of Interest Disclaimer

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

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

Citizen Comments

Rules for Citizen Comments

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

**Town of Warrenton
Board of Commissioners**



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

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

BOARD OF COMMISSIONERS REGULAR MONTHLY MEETING

March 10, 2025

7:00 P.M.

Minutes

Those in attendance were:

Mayor Walter Gardner	Commissioner Mary Hunter
Commissioner John Blalock	Commissioner Nat White
Commissioner Jason Young	Commissioner Dian Sourelis
Commissioner Michael Coffman	Commissioner Aaron Ayscue
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, March 10, 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 Ayscue.

Conflict of Interest Statement and Proposed Agenda

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

5. Consent Agenda

J. Sewer Adjustment – Mabel Williams

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

Public Comments

There were none.

Minutes

The minutes of the February 10, 2025, board meeting were presented. Commissioner White made a motion to approve the minutes as presented, with a second by Commissioner Coffman. 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
- (i) Sewer Adjustment – Mabel Williams

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

Committee Reports

- (a) Finance and Administration – Commissioner Hunter had no additional report other than agenda items.
- (b) Public Works – Commissioner Blalock had no additional report other than agenda items. Commissioner White expressed concern for the percentage of unaccounted for water. Public Works Director, Bill Perkinson informed the Board that the County bills are calculated on a monthly basis (first day of the month through the last day of the month, whereas the Town's bills are calculated from the 15th through the 15th of the month which results in a difference in the calculation and the average for both months is between 20% and 25%. It was noted that the Town is focused on reducing unaccounted for water, by looking for unauthorized use of water, by leak detecting and by replacing the exit meters registering water that passes through the Town.
- (c) Public Safety – Commissioner Ayscue had no additional report other than agenda items. Chief of Police, David Elliott presented the incident summary for the month of February 2025. Chief Elliott announced the next Crime Stoppers meeting will be held on Monday, March 17, 2025, at Town Hall.
- (d) Human Resources – Information Technology – Commissioner White had no additional report other than agenda items.
- (e) Revitalization/Historic District Commission – Commissioner Coffman informed the Board that planning for the Eastern Bluebird Festival is underway. Event Planner, Jen Edwards has been hired to obtain vendors, with bird watching and YOGA to be offered during the festival. Commissioner Coffman stated that the Historic District Commission approved two Certificate of Appropriateness applications. One for 114 South Bragg Street for foundation repair at the Warrenton Missionary Baptist Church and the other for 228 North Bragg Street to replace siding to comply with the State Historic Preservation covenants.
- (f) Beautification/Facilities – Commissioner Sourelis informed the Board that the cost of the banners will be less than anticipated due to a new digital printing process offered by MOSCA Designs. The current cost of thirty-five banners will be \$3,685.00.

Commissioner Blalock made a motion to approve the purchase of the banners at this reduced price, with a second by Commissioner Ayscue. The motion was approved by unanimous vote. Commissioner Sourelis informed the Board that the Tourist Development Authority has hired a part-time tourism manager.

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

Old Business

(a) Status of Grants –for information

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

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

NC DEQ Water Infrastructure Rehab – Town-wide Water System Improvements: \$1,564,600 (Received award notice.)

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

Fund 67 – NC Neighborhood Revitalization Program – CDBG funds to assist in repairing houses owned by citizens of low or moderate incomes. NC Commerce has granted an additional \$200,000 in funding due to inflation. Selected low bidder for final grant recipient on Brehon Street. Awaiting Board approval.

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

Southern Crescent Regional Commission

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

NCLM Assistance Grant

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

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

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

In Progress Grant Applications:

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

- (b) Adoption of Subdivision Ordinances – for consideration –** Commissioner Jason Young presented the proposed Subdivision Ordinance for approval. He stated the Planning Board worked with CodeWright to develop the Subdivision Ordinance and recommends approval of same. Commissioner Young made a motion to approve the Subdivision Ordinance recommended by the Planning Board and to repeal the existing moratorium, with a second by Commissioner White. The motion was approved by unanimous vote.

- (c) **MOU for SCRC Grant Project – for consideration** - Town Administrator, Robert Davie presented the Board with a Memorandum of Understanding with Wireless Research Center of NC dba RIoT and the Town of Warrenton to establish the terms under which RIoT will deliver one RIoT Foundations cohort in Warrenton, NC, providing entrepreneurial education, mentorship, and business development support for local startups and small businesses. Commissioner Coffman made a motion to approve the MOU as presented, with a second by Commissioner Young. The motion was approved by unanimous vote.
- (d) **Cyber Security Email Testing – for information** – Town Administrator, Robert Davie informed the Board of the Phishing Security Test Report. He stated that of the twenty-nine emails sent, five recipients clicked on the link and four entered data.
- (e) **Update on Projects for Legislative Assistance – for information** – Mayor Gardner stated that a revised priority list has been sent out to our legislators and he and Town Administrator, Robert Davie, are hoping to be able to meet with someone face to face to discuss the Town's needs.

New Business

- (a) **Ordinance Update for Keeping Fowl – for information and consideration** - Town Administrator, Robert Davie presented a change of language to Ordinance Chapter 90: Nuisances – Animals.

§90.09 KEEPING FOWL PERMITTED IN R-12 AND R-8 ZONING LIMITS Backyard chickens (hens) are permitted for single-family residences in R-12 and R-8. A limit of fifteen chickens is permitted. **Guineas, Roosters, peacocks, and ducks are not permitted.** Chicken houses must be temporary structures and require no zoning permit. Structures used for housing the chickens shall be located in the rear yard and shall not be located closer than fifteen feet from any property line.

Change language to: §90.09 KEEPING FOWL PERMITTED IN R-12 AND R-8 ZONING LIMITS Backyard chickens (hens) are permitted for single-family residences in R-12 and R-8. A limit of fifteen chickens is permitted. **All other fowl are not permitted.** Chicken houses must be temporary structures and require no zoning permit. Structures used for housing the chickens shall be located in the rear yard and shall not be located closer than fifteen feet from any property line.

Commissioner Ayscue made a motion to approve the Ordinance Update as presented, with a second by Commissioner Blalock. The motion was approved by unanimous vote.

- (b) **NCDOT Agreement – Public Works Infrastructure (Subject to Legal Review) – for consideration** – Town Administrator, Robert Davie presented the NCDOT Agreement for the proposed improvement at the intersection of US 401 (Main Street) and US 158 Business (Macon Street). Commissioner Blalock made a motion to approve the agreement as presented, with a second by Commissioner Young. The motion was approved by unanimous vote.

Announcements – Mayor Gardner announced the Warrenton Missionary Baptist Church at 114 S. Bragg Street will celebrate its 115th Anniversary on March 29, 2025.

With no further business, the meeting was adjourned.



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

PUBLIC HEARING
Subdivision Ordinance
March 10, 2025
6:45 PM

Mayor Gardner called the Public Hearing of the Town of Warrenton Board of Commissioners to order on Monday, March 10, 2025, at 6:45 p.m. The purpose of this public hearing is to invite citizen comment on the proposed Subdivision Ordinance. Those attending were Mayor Walter Gardner, Town Administrator, Robert Davie, Commissioners John Blalock, Michael Coffman, Nat White, Dian Sourelis, Aaron Ayscue, and Jason Young.

Mayor Gardner asked for public comments.

There were no public comments, so the meeting was adjourned.

Mission

"Historically Great – Progressively Strong"

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

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

GOAL 1: To improve water and sewer Infrastructure.

Key Strategic Actions

Work on the \$15 million of improvements already identified

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

Ongoing

GOAL 2: To generate activity in downtown.

Key Strategic Actions

Revisualize SpringFest

Short term

Encourage pop-ups, like Lake Gaston coffee

Short term

Explore intern possibilities

Short term

Clean up Storefronts

Short term;

Seek compliance on existing violations.

Ongoing

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

Medium term

Fund Start Streetscape Plan (only as oppty presents)

Ongoing

GOAL 3: To add or enhance recreational opportunities.

Key Strategic Actions

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

Short term

CORE

Ongoing

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

Ongoing

GOAL 4: To improve relationships with key partners.

Key Strategic Actions

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

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

Short term

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

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

Short term and
Ongoing

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

Key Strategic Actions

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

GOAL 6: To sustain the work of the organization.

Key Strategic Actions

Plan for Key Staff Retirements

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

Budget vs Actual

Town of Warrenton
4/7/2025 12:31:48 PM

Page 1 Of 15

Period Ending 3/31/2025

34 FRONTIER WARREN								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
Revenues								
34-351-422 Rent Paid to Town Frontier Warren	48,540	0.00	3,610.00	11,610.00	34,580.00	(13,960.00)	71%	
Revenues Totals:	48,540	0.00	3,610.00	11,610.00	34,580.00	(13,960.00)	71%	
Expenses								
34-405-203 Supplies	500	0.00	190.87	205.75	250.74	249.26	50%	
34-405-250 Lights/Heat/Security	3,000	481.29	293.81	957.46	2,174.98	343.73	89%	
34-405-251 Telephone/Internet	3,000	598.72	197.20	591.56	2,039.44	361.84	88%	
34-405-255 Bldg Maint/Clean Srvs	3,000	955.00	0.00	770.00	1,635.00	410.00	86%	
34-405-400 Liability Insurance	170	0.00	0.00	0.00	37.50	132.50	22%	
34-405-422 Rent Paid by Town	36,000	6,000.00	3,000.00	9,000.00	30,000.00	0.00	100%	
34-405-499 Miscellaneous	2,870	0.00	0.00	0.00	0.00	2,870.00		
Non-Departmental Totals:	48,540	8,035.01	3,681.88	11,524.77	36,137.66	4,367.33	91%	
Expenses Totals:	48,540	8,035.01	3,681.88	11,524.77	36,137.66	4,367.33	91%	
34 FRONTIER WARREN Revenues Over/(Under) Expenses:			(71.88)	85.23	(1,557.66)			

Budget vs Actual

Town of Warrenton
4/7/2025 12:31:48 PM

Page 2 Of 15

Period Ending 3/31/2025

37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Revenues							
37-302-301 Ad Valorem Taxes - Current	482,907	0.00	6,567.08	258,926.39	471,195.94	(11,711.06)	98%
37-302-302 Ad Valorem Taxes - Prior Year	5,000	0.00	522.02	774.71	5,287.59	287.59	106%
37-302-303 Ad Valorem Taxes - all other prior years	2,000	0.00	172.80	664.90	754.32	(1,245.68)	38%
37-302-304 Ad Valorem Taxes - Penalties & Interest	2,200	0.00	298.38	688.16	1,444.55	(755.45)	66%
37-307-310 Motor Vehicles - Current	54,180	0.00	3,441.47	17,449.78	32,815.37	(21,364.63)	61%
37-320-320 Local Option Sales Tax Monthly	377,000	0.00	31,976.59	92,589.76	188,925.86	(188,074.14)	50%
37-320-321 Annual Refund of Sales Tax the Town paid	0	0.00	0.00	0.00	21,034.93	21,034.93	
37-325-325 Utility Franchise Tax Quarterly	86,000	0.00	20,590.50	20,590.50	44,818.97	(41,181.03)	52%
37-325-328 Refund of Gas Tax paid monthly	1,000	0.00	170.87	510.35	1,054.13	54.13	105%
37-325-330 Solid Waste Disposal Tax Qrly	600	0.00	0.00	156.44	480.46	(119.54)	80%
37-335-335 Powell Bill	31,826	0.00	0.00	0.00	33,916.20	2,090.20	107%
37-345-344 Historic District Comm Fees	0	0.00	0.00	50.00	75.00	75.00	
37-345-345 Zone Board of Adj	3,000	0.00	250.00	350.00	600.00	(2,400.00)	20%
37-345-346 Code Enforcement	3,000	0.00	500.00	1,000.00	3,800.00	800.00	127%
37-351-353 Landfill Fees Residential	208,224	0.00	17,452.64	51,319.39	154,267.63	(53,956.37)	74%
37-351-356 Police Rpt Fees	50	0.00	0.00	0.00	10.00	(40.00)	20%
37-351-357 Court Fees	250	0.00	18.00	18.00	56.29	(193.71)	23%
37-351-360 Cell Tower Rent	32,340	0.00	2,695.00	8,085.00	24,255.00	(8,085.00)	75%
37-351-361 Parking/Ordinance Collections PD	500	0.00	50.00	50.00	50.00	(450.00)	10%
37-351-401 Debt Setoff Landfill	100	0.00	0.00	0.00	58.03	(41.97)	58%
37-365-001 Interest Income	50	0.00	15.53	21.72	59.50	9.50	119%
37-365-002 NCCMT Debt Setoff Disbursement	0	0.00	485.98	485.98	485.98	485.98	
37-365-351 Revitalization Comm	10,080	0.00	470.00	2,275.00	10,451.00	371.00	104%
37-365-366 Surplus Property	4,000	0.00	0.00	0.00	0.00	(4,000.00)	

Budget vs Actual

Town of Warrenton
4/7/2025 12:31:48 PM

Page 3 Of 15

Period Ending 3/31/2025

37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-365-370 WWTP 25% of GF Exp	61,428	0.00	0.00	10,701.92	41,913.55	(19,514.45)	68%
37-365-371 WS 25% of GF Exp	110,354	0.00	0.00	23,064.07	84,594.30	(25,759.70)	77%
37-365-401 Mis/Revenue/License Tags	0	0.00	0.00	0.00	290.00	290.00	
37-365-410 Interest Investment NCCMT	28,000	0.00	0.00	4,035.21	18,182.79	(9,817.21)	65%
37-395-396 Appropriated Fund Balance (Budget Only)	47,712	0.00	0.00	0.00	0.00	(47,712.00)	
Revenues Totals:	1,551,801	0.00	85,676.86	493,807.28	1,140,877.39	(410,923.61)	74%
Expenses							
37-401-010 Salary - Full Time	175,867	0.00	14,098.96	45,089.68	133,576.24	42,290.76	76%
37-401-012 Salary - Adm Assistant	54,432	0.00	4,144.00	14,504.00	41,990.00	12,442.00	77%
37-401-020 ER-FICA Taxes	13,454	0.00	1,077.96	3,447.23	10,212.50	3,241.50	76%
37-401-021 ER-FICA Taxes - Adm Assistant	4,164	0.00	316.42	1,107.47	3,206.28	957.72	77%
37-401-030 ER-Retirement - Orbit	47,096	0.00	3,730.68	12,186.89	35,903.26	11,192.74	76%
37-401-040 ER-Health Insurance	30,405	4,824.82	2,487.62	7,542.99	25,576.74	3.44	100%
37-401-050 ER-Life Insurance	576	96.00	48.00	144.00	480.00	0.00	100%
37-401-060 ER-Workman's Comp	302	0.00	0.00	0.00	302.07	0.00	100%
37-401-200 Travel Expense	681	0.00	0.00	0.00	680.24	0.76	100%
37-401-203 Supplies	4,975	379.19	132.63	709.31	2,344.89	2,250.92	55%
37-401-250 Light, Heat & Security	6,746	462.67	851.65	1,810.40	6,013.61	269.72	96%
37-401-251 Telephone & Postage	4,000	646.11	225.13	776.05	2,206.39	1,147.50	71%
37-401-255 Bldg. Maint/ Clean SVS	9,000	1,185.32	122.63	2,285.71	5,159.48	2,655.20	70%
37-401-256 Bank Fees/ Petty Cash	3,750	0.00	300.00	900.00	2,700.00	1,050.00	72%
37-401-295 Training	2,000	0.00	53.00	53.00	268.00	1,732.00	13%
37-401-301 Computer Maint	4,800	1,392.30	10.44	710.05	3,056.36	351.34	93%
37-401-302 Software Support	2,500	393.92	35.98	107.94	1,824.58	281.50	89%
37-401-303 Software Purchase less than \$5,000	3,102	0.00	0.00	3,102.30	3,102.30	0.00	100%
37-401-304 Website	800	0.00	0.00	0.00	412.50	387.50	52%
37-401-305 Technology Upgrades	1,000	500.00	0.00	0.00	0.00	500.00	50%

Budget vs Actual

Town of Warrenton
4/7/2025 12:31:48 PM

Page 4 Of 15

Period Ending 3/31/2025

37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-401-306 Awning 25% Fund	500	0.00	0.00	0.00	500.00	0.00	100%
37-401-307 Special Events	1,425	100.00	100.00	333.62	1,281.62	43.38	97%
37-401-309 Advertising	2,270	0.00	134.10	134.10	134.10	2,135.90	6%
37-401-310 Dues & Subscriptions	3,500	140.00	0.00	370.00	3,117.93	242.07	93%
37-401-325 NC Sales/Use Tax Paid (No Tax)	1,069	0.00	0.00	340.14	1,068.14	0.86	100%
37-401-400 Liability Insurance	7,500	1,607.65	1,607.65	4,625.35	5,598.58	293.77	96%
37-401-401 County Tax Collection Svs	8,000	0.00	113.41	3,915.83	7,217.75	782.25	90%
37-401-405 Audit Expense	12,084	0.00	0.00	0.00	11,500.00	584.00	95%
37-401-420 Attorney Fees	3,500	1,200.00	0.00	0.00	1,200.00	1,100.00	69%
37-401-497 Sales & Uses Tax Expense	0	0.00	1,580.41	5,580.64	28,087.84	(28,087.84)	
37-401-499 Miscellaneous Expense	4,524	3,353.18	0.00	0.00	997.39	173.36	96%
37-401-802 Truist Parking Lot Loan Principal	10,035	0.00	0.00	5,085.00	10,039.46	(4.46)	100%
37-401-832 Truist Parking Lot Loan Interest	6,203	0.00	0.00	3,036.00	6,202.55	0.45	100%
37-401-998 Contingency	3,488	0.00	0.00	0.00	0.00	3,487.70	
General Government Totals:	433,748	16,281.16	31,170.67	117,897.70	355,960.80	61,506.04	86%
37-402-014 Mayor Part Time Salary	1,500	0.00	125.00	375.00	1,125.00	375.00	75%
37-402-020 ER - FICA TAXES	115	0.00	9.56	28.68	86.04	28.96	75%
37-402-060 Workers Comp Mayor & Council	70	0.00	0.00	0.00	0.00	70.00	
37-402-200 Travel Expense	300	0.00	0.00	0.00	0.00	300.00	
37-402-295 Training	100	0.00	0.00	0.00	0.00	100.00	
37-402-402 Commission offsite meetings	200	0.00	0.00	0.00	0.00	200.00	
Governing Body Totals:	2,285	0.00	134.56	403.68	1,211.04	1,073.96	53%
37-405-345 Zoning/Ordinances	20,200	4,500.00	0.00	4,500.00	5,500.00	10,200.00	50%
37-405-407 Branded Clothing Sales	500	0.00	0.00	0.00	0.00	500.00	
37-405-423 Quilters Lane	500	0.00	0.00	88.43	88.43	411.57	18%
37-405-430 Historic District Comm	220	0.00	0.00	0.00	0.00	220.00	
37-405-450 Revitalization Comm	10,080	2,500.00	204.00	850.93	7,101.37	478.63	95%
37-405-470 Small Town Maint St	2,500	2,019.00	225.00	250.00	250.00	231.00	91%
Non-Departmental Totals:	34,000	9,019.00	429.00	5,689.36	12,939.80	12,041.20	65%

Budget vs Actual

Town of Warrenton
4/7/2025 12:31:48 PM

Page 5 Of 15

Period Ending 3/31/2025

37-501-010 SALARY FULL TIME	179,998	0.00	14,569.24	44,296.20	105,484.75	74,513.65	59%
37-501-014 Salary - Part Time	49,400	0.00	7,140.00	19,965.00	47,790.00	1,610.00	97%
37-501-015 Salary-LEO Separation Allowance	14,396	0.00	1,085.94	3,257.82	9,773.46	4,622.54	68%
37-501-016 Salary - Admin Assistant	42,566	0.00	3,232.00	11,312.00	32,870.00	9,696.00	77%
37-501-018 Salary PD Weekend	6,435	0.00	0.00	0.00	6,435.00	0.00	100%
37-501-019 Salary - Over-Time	10,000	0.00	20.50	487.09	5,281.24	4,718.76	53%
37-501-020 ER-FICA Taxes	24,200	0.00	1,972.30	6,006.45	15,738.67	8,461.33	65%
37-501-030 ER - Retirement Orbit	68,792	0.00	3,012.79	10,012.98	25,095.19	43,696.81	36%
37-501-031 ER - 401K 5%	13,688	8,151.20	729.49	2,239.17	5,536.80	0.00	100%
37-501-040 ER - Health Insurance	50,712	6,184.31	2,288.27	6,184.49	15,114.57	29,413.12	42%
37-501-050 ER - Life Insurance	1,010	96.00	64.00	192.00	480.00	434.00	57%
37-501-060 ER - Workman's Comp	5,520	0.00	0.00	0.00	5,517.81	2.19	100%
37-501-200 Travel Expense	1,000	0.00	0.00	0.00	111.06	888.94	11%
37-501-203 Supplies	5,250	645.85	269.16	2,365.85	4,432.20	171.95	97%
37-501-204 Uniforms	5,000	2,594.40	0.00	601.19	1,790.01	615.59	88%
37-501-205 Equipment & Material	4,000	88.65	611.35	2,539.78	3,444.59	466.76	88%
37-501-250 Light, Heat & Security	8,050	474.88	851.65	2,376.18	6,651.00	924.12	89%
37-501-251 Telephone & Postage	8,110	1,612.50	672.20	2,101.39	5,545.09	952.41	88%
37-501-252 Fuel	20,000	7,847.98	957.03	2,817.27	7,152.02	5,000.00	75%
37-501-255 Bldg Maint/Clean Svs	6,344	1,185.32	122.70	2,285.78	3,996.05	1,162.63	82%
37-501-295 Training	2,000	200.00	200.00	200.00	407.10	1,392.90	30%
37-501-301 Computer Maint	9,951	1,120.30	302.69	865.30	4,002.01	4,828.69	51%
37-501-302 Software Support	6,655	120.00	0.00	639.60	6,362.55	172.45	97%
37-501-305 Technology Upgrades	3,000	109.51	0.00	2,664.99	2,664.99	225.50	92%
37-501-351 Maint & Repair Equip	4,000	480.00	0.00	31.49	31.49	3,488.51	13%
37-501-370 2019 Dodge Car 100	1,500	0.00	0.00	0.00	0.00	1,500.00	
37-501-371 2017 Dodge Car 200	1,500	0.00	0.00	0.00	729.69	770.31	49%
37-501-372 2016 Dodge Car 300	1,500	486.40	0.00	6.00	25.60	988.00	34%
37-501-373 2017 Dodge Car 400	1,500	1,269.72	0.00	77.71	77.71	152.57	90%
37-501-376 2019 Dodge Car 700	1,500	600.00	0.00	772.09	772.09	127.91	91%
37-501-377 2023 Dodge Car 125	1,500	400.00	549.18	549.18	640.42	459.58	69%

Budget vs Actual

Town of Warrenton
4/7/2025 12:31:48 PM

Page 6 Of 15

Period Ending 3/31/2025

37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-501-378 2023 Dodge Car 225	1,500	400.00	0.00	0.00	13.60	1,086.40	28%
37-501-400 Liability Insurance	19,346	5,714.55	5,714.55	11,583.34	13,631.05	0.00	100%
37-501-415 Medical	3,000	140.00	0.00	200.00	1,195.00	1,665.00	45%
37-501-420 Attorney Fees	15,000	11,565.00	0.00	0.00	3,435.00	0.00	100%
37-501-433 COP Program	2,300	600.00	0.00	500.00	1,373.84	326.16	86%
37-501-499 Miscellaneous	800	0.00	0.00	198.28	664.30	135.70	83%
37-501-500 Capital Outlay \$5,000 and over	14,000	0.00	0.00	0.00	0.00	14,000.00	
37-501-802 Police 2017 Cars Loan Principal (USDA)	4,630	0.00	0.00	0.00	4,629.14	0.86	100%
37-501-804 Police 2019 Cars Loan Principal (USDA)	4,965	0.00	0.00	0.00	4,964.39	0.61	100%
37-501-805 Police 2023 Cars Loan Principle (USDA)	7,410	0.00	7,409.74	7,409.74	7,409.74	0.26	100%
37-501-832 Police 2017 Cars Loan Interest (USDA)	151	0.00	0.00	0.00	150.86	0.14	100%
37-501-834 Police 2019 Cars Loan Interest (UDSA)	462	0.00	0.00	0.00	461.61	0.39	100%
37-501-835 Police 2023 Cars Loan Interest (USDA)	1,568	0.00	1,567.26	1,567.26	1,567.26	0.74	100%
Police Department Totals:	634,209	52,086.57	53,342.04	146,305.62	363,448.95	218,673.48	66%
37-601-014 Salary - Part Time Code Enforcement	2,682	0.00	252.16	756.48	2,341.72	340.28	87%
37-601-020 ER-FICA Taxes	230	0.00	19.30	57.90	179.19	50.81	78%
37-601-060 Workers Comp	660	0.00	0.00	0.00	617.19	42.81	94%
37-601-252 Fuel/Truck Expense/Insurance	456	0.00	0.00	0.00	0.00	456.00	
37-601-352 Vehicle Maintenance	200	0.00	0.00	0.00	0.00	200.00	
37-601-437 Contract Srvs Fire Protection	87,600	0.00	7,300.00	21,900.00	65,700.00	21,900.00	75%
37-601-475 Donation to Town Fire	1,550	0.00	0.00	0.00	0.00	1,550.00	
37-601-476 Code Enforcement Exp	550	0.00	0.00	0.00	0.00	550.00	
Fire Totals:	93,928	0.00	7,571.46	22,714.38	68,838.10	25,089.90	73%

Budget vs Actual

Town of Warrenton
4/7/2025 12:31:48 PM

Page 7 Of 15

Period Ending 3/31/2025

37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-651-330 Christmas Lights/Santa House	1,747	0.00	0.00	720.00	1,747.00	0.00	100%
37-651-331 Haley Haywood Park	768	0.00	0.00	0.00	0.00	768.00	
37-651-332 Signs below \$5,000	2,000	0.00	0.00	313.24	516.02	1,483.98	26%
37-651-333 Street Beautification - Below \$5,000	4,000	86.00	500.00	500.00	2,254.21	1,659.79	59%
37-651-335 Street Lighting Electric Bill	30,500	6,879.30	2,594.75	10,507.05	23,620.70	0.00	100%
Signs and Lights Totals:	39,015	6,965.30	3,094.75	12,040.29	28,137.93	3,911.77	90%
37-701-010 Salary - Full Time	60,659	0.00	5,174.89	17,995.69	50,097.29	10,561.71	83%
37-701-014 Salary - Part Time	19,140	0.00	845.90	4,175.67	14,143.04	4,996.96	74%
37-701-019 Over-Time	1,366	0.00	0.00	0.00	400.90	965.10	29%
37-701-020 ER-FICA Taxes	6,299	0.00	459.42	1,691.98	4,933.30	1,365.70	78%
37-701-030 ER - Retirement - Orbit	16,840	0.00	1,106.93	4,080.43	10,631.28	6,208.72	63%
37-701-040 ER-Health Insurance	17,626	2,271.10	1,193.55	3,637.99	12,379.22	2,975.68	83%
37-701-050 ER-Life Insurance	468	77.92	25.12	56.32	248.48	141.60	70%
37-701-060 ER-Workman's Comp	1,602	0.00	0.00	0.00	1,399.22	202.78	87%
37-701-203 Supplies	5,083	31.55	269.69	589.41	5,009.99	41.46	99%
37-701-204 Uniforms	3,900	1,099.26	0.00	580.48	2,800.74	0.00	100%
37-701-251 Telephone & Postage	925	405.46	57.73	173.19	519.54	0.00	100%
37-701-252 Fuel	13,000	2,454.60	485.66	2,854.53	6,330.67	4,214.73	68%
37-701-256 Street Maintenance	3,367	1,857.00	1,039.99	1,039.99	1,039.99	470.01	86%
37-701-351 Maint & Repair Equip	13,233	0.00	947.22	1,817.22	13,232.73	0.27	100%
37-701-352 Vehicle Maintenance	5,437	0.00	144.02	949.20	4,175.27	1,261.73	77%
37-701-400 Liability Insurance	8,517	2,303.11	2,303.11	4,688.02	6,213.72	0.17	100%
37-701-431 Street Debris Disposal	4,894	0.00	0.00	0.00	4,894.00	0.00	100%
37-701-895 Mowing	(16,000)	0.00	(1,333.00)	(3,999.00)	(11,997.00)	(4,003.00)	75%
Streets Totals:	166,356	10,500.00	12,720.23	40,331.12	126,452.38	29,403.62	82%
37-710-361 Maint & Repair POWELL BILL	15,000	10,575.00	0.00	0.00	4,425.00	0.00	100%
37-710-405 Audit Expense POWELL BILL	100	0.00	0.00	0.00	0.00	100.00	
Powell Bill Totals:	15,100	10,575.00	0.00	0.00	4,425.00	100.00	99%

Budget vs Actual

Town of Warrenton
4/7/2025 12:31:48 PM

Page 8 Of 15

Period Ending 3/31/2025

37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-801-010 Salary - Full Time Sanitation	54,337	0.00	3,080.42	12,313.42	37,754.56	16,582.44	69%
37-801-019 Salary - Over Time Sanitation	734	0.00	0.00	0.00	318.19	415.81	43%
37-801-020 ER - FICA Sanitation	4,213	0.00	232.04	929.32	2,878.86	1,334.14	68%
37-801-030 ER - Retirement - Orbit Sanitation	11,262	0.00	629.95	2,518.11	5,098.34	6,163.66	45%
37-801-040 ER - Health Insurance	13,808	965.57	1,001.85	3,031.51	9,090.25	3,752.18	73%
37-801-050 ER - Life Insurance	259	63.60	21.60	64.80	194.40	1.00	100%
37-801-060 Workman's Compensation	3,682	0.00	0.00	0.00	3,664.92	17.08	100%
37-801-203 Supplies	568	0.00	0.00	131.96	517.28	50.72	91%
37-801-204 Uniforms	2,912	1,666.15	0.00	231.12	1,245.85	0.00	100%
37-801-251 Telephone & Postage	500	223.19	30.76	92.28	276.81	0.00	100%
37-801-252 Fuel	3,978	624.46	189.62	793.24	1,893.12	1,460.42	63%
37-801-350 Landfill Fees	20,250	5,784.25	1,396.95	4,422.00	13,734.80	730.95	96%
37-801-352 Vehicle Maintenance	1,755	0.00	733.17	934.02	1,754.22	0.78	100%
37-801-400 Liability Insurance	4,974	1,302.07	1,302.07	2,685.95	3,671.21	0.72	100%
Sanitation Totals:	123,232	10,629.29	8,618.43	28,147.73	82,092.81	30,509.90	75%
37-901-038 Transfer Out to WS for USDA Loan	7,281	0.00	0.00	0.00	7,281.00	0.00	100%
37-901-889 Transfer Out to USDA Loan Reserve	2,647	0.00	0.00	0.00	0.00	2,647.00	
Transfers Out Totals:	9,928	0.00	0.00	0.00	7,281.00	2,647.00	73%
Expenses Totals:	1,551,801	116,056.32	117,081.14	373,529.88	1,050,787.81	384,956.87	75%
37 GENERAL FUND Revenues Over/(Under) Expenses:			(31,417.78)	120,263.90	90,089.58		

Budget vs Actual

Town of Warrenton
4/7/2025 12:31:48 PM

Page 9 Of 15

Period Ending 3/31/2025

38 WATER / SEWER							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Revenues							
38-351-401 Water Sales	821,313	0.00	72,015.32	211,259.09	571,581.24	(249,731.76)	70%
38-351-402 Debt Setoff WATER	224	0.00	0.00	0.00	53.00	(171.00)	24%
38-351-404 Sewer Services	695,580	0.00	61,015.30	174,760.09	459,984.40	(235,595.60)	66%
38-351-407 Debt Setoff SEWER	196	0.00	0.00	0.00	41.40	(154.60)	21%
38-351-408 Town Taps/Connection Fee	32,711	0.00	1,786.67	1,786.67	20,444.09	(12,266.91)	62%
38-351-416 Dis/Reconnection Fee	9,468	0.00	1,058.03	2,678.03	6,778.03	(2,689.97)	72%
38-351-417 Fire Sprinkler	2,337	0.00	226.74	707.82	1,884.66	(452.34)	81%
38-351-418 Late Fees/Penalty/Cut Off	22,742	0.00	1,725.00	6,009.23	15,706.57	(7,035.43)	69%
38-351-419 Returned Check Fee	900	0.00	122.64	330.00	580.00	(320.00)	64%
38-351-420 Debt Setoff Late Fees/Penalty/Cut Off	200	0.00	0.00	0.00	25.00	(175.00)	13%
38-365-001 Interest Income	15	0.00	0.00	0.00	0.00	(15.00)	
38-365-014 Cash Over and Short (Daily Difference)	0	0.00	0.00	0.00	(25.00)	(25.00)	
38-365-373 Insurance Proceeds W/S	0	0.00	0.00	0.00	1,157.69	1,157.69	
38-365-410 Interest/investment Income NCCMT	14,324	0.00	0.00	2,016.35	9,085.63	(5,238.37)	63%
38-365-421 Account Activation Fee	2,513	0.00	425.00	825.00	2,375.00	(138.00)	95%
38-365-851 Misc Revenue WATER	0	0.00	0.00	0.00	30.00	30.00	
38-381-037 Transfer In From GF	7,281	0.00	0.00	0.00	7,281.00	0.00	100%
38-395-396 Apropriated Fund Balance (Budget Only)	197,097	0.00	0.00	0.00	0.00	(197,097.00)	
Revenues Totals:	1,806,901	0.00	138,374.70	400,372.28	1,096,982.71	(709,918.29)	61%
Expenses							
38-851-010 Salary Full Time	102,660	0.00	8,571.96	29,039.58	87,179.98	15,480.02	85%
38-851-014 Salary - Part Time	18,125	0.00	1,216.24	4,359.11	12,949.65	5,175.35	71%
38-851-019 Salary Over-Time	7,754	0.00	177.24	797.63	5,342.97	2,411.03	69%
38-851-020 ER-FICA Taxes	10,453	0.00	732.70	2,512.21	7,771.99	2,681.01	74%

Budget vs Actual

Town of Warrenton
4/7/2025 12:31:48 PM

Page 10 Of 15

Period Ending 3/31/2025

38 WATER / SEWER							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
38-851-030 ER - Retirement Orbit	21,886	0.00	1,540.31	5,247.97	16,314.11	5,571.89	75%
38-851-040 ER - Health Insurance WATER	20,220	4,757.72	1,455.69	4,419.43	15,363.88	98.40	100%
38-851-050 ER - Life Insurance	500	133.92	31.52	86.24	316.32	49.76	90%
38-851-060 ER - Workman's Comp	1,112	0.00	0.00	0.00	825.36	286.64	74%
38-851-200 Travel Expense	215	0.00	0.00	0.00	0.00	215.00	
38-851-203 Supplies	34,119	6,208.06	3,514.10	5,849.85	23,080.50	4,830.44	86%
38-851-204 Uniforms	2,600	592.30	0.00	417.30	2,007.70	0.00	100%
38-851-250 Light & Heat & Security	6,090	753.97	519.80	1,470.92	4,351.88	984.15	84%
38-851-251 Telephone & Postage	10,222	3,005.43	714.76	2,219.02	6,859.28	357.29	97%
38-851-252 Fuel	10,064	554.59	547.09	1,978.98	5,836.53	3,672.88	64%
38-851-255 Bldg. Maint/Clean Svs	3,117	592.68	61.34	1,142.90	1,998.09	526.23	83%
38-851-260 Electric Tank/Pumps	3,401	741.57	359.59	985.33	2,059.63	599.80	82%
38-851-296 Continuing Education	1,300	0.00	0.00	0.00	362.50	937.50	28%
38-851-301 Computer Maintenance	3,500	1,167.45	117.73	576.10	2,330.90	1.65	100%
38-851-302 Software Support	9,000	231.79	0.00	304.63	8,479.64	288.57	97%
38-851-305 Technology Upgrades	196	0.00	0.00	0.00	12.50	183.50	6%
38-851-309 Advertising	140	0.00	0.00	0.00	0.00	140.00	
38-851-310 Dues & Subscriptions	501	37.50	25.00	37.50	462.72	0.78	100%
38-851-313 State Permits	1,270	0.00	0.00	0.00	1,270.00	0.00	100%
38-851-345 Water Tank Contract	20,567	5,141.64	0.00	5,141.64	15,424.92	0.44	100%
38-851-347 Lab Analysis	2,210	1,150.00	70.00	285.00	850.00	210.00	90%
38-851-351 Maint. & Repair Equip	3,944	0.00	0.00	787.41	3,693.22	250.78	94%
38-851-352 Vehicle Maintenance	3,750	0.00	471.92	604.96	2,439.75	1,310.25	65%
38-851-400 Town Liability Insurance	11,524	3,042.75	3,042.75	6,162.62	8,480.87	0.38	100%
38-851-405 Audit Expense	5,750	0.00	0.00	0.00	5,750.00	0.00	100%
38-851-408 Town Tap Expense	6,865	0.00	0.00	0.00	6,865.00	0.00	100%
38-851-448 External Contract	23,111	8,106.00	0.00	8,243.50	15,004.18	0.82	100%
38-851-451 Water Purchase	230,000	49,423.11	16,912.74	153,329.84	173,362.69	7,214.20	97%
38-851-500 Capital Outlay \$5000 and Above	55,952	0.00	0.00	0.00	55,952.00	0.00	100%

Budget vs Actual

Town of Warrenton
4/7/2025 12:31:48 PM

Page 11 Of 15

Period Ending 3/31/2025

38 WATER / SEWER							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
38-851-802 USDA Public Works Trucks - Princ Water	8,623	0.00	0.00	5,947.82	8,772.85	(149.85)	102%
38-851-803 USDA Town Hall/WS Loan Principal	29,300	0.00	0.00	0.00	2,300.00	27,000.00	8%
38-851-833 USDA Town Hall/WS Loan Interest	14,863	0.00	0.00	0.00	1,340.50	13,522.50	9%
38-851-836 USDA Public Works Trucks - Int Water	1,109	0.00	0.00	1,016.66	1,108.62	0.38	100%
38-851-895 Grass Cutting Expense	16,000	0.00	1,333.00	3,999.00	11,997.00	4,003.00	75%
38-851-896 WS 25% of GF Expense	55,177	0.00	0.00	11,532.03	42,297.13	12,879.87	77%
Water Totals:	757,190	85,640.48	41,415.48	258,495.18	560,814.86	110,734.66	85%
38-852-010 Salary - Full Time	109,040	0.00	8,571.96	29,024.61	87,313.11	21,726.89	80%
38-852-014 Salary - Part Time	18,125	0.00	1,215.92	4,358.79	12,786.52	5,338.48	71%
38-852-019 Salary - Over Time Sewer	7,254	0.00	898.27	2,574.78	5,198.90	2,055.10	72%
38-852-020 ER - FICA Sewer	10,453	0.00	813.92	2,738.28	8,019.49	2,433.51	77%
38-852-030 ER-Retirement Orbit	21,886	0.00	1,584.51	5,453.48	16,237.86	5,648.14	74%
38-852-040 ER-Health Insurance SEWER	20,220	4,775.29	1,455.71	4,419.46	15,391.74	52.97	100%
38-852-050 ER-Life Insurance	500	133.92	31.52	86.24	316.32	49.76	90%
38-852-060 ER-Workman's Comp	826	0.00	0.00	0.00	825.35	0.65	100%
38-852-200 Travel Expense	3	0.00	0.00	0.00	0.00	3.00	
38-852-203 Supplies	27,573	1,273.85	1,317.77	4,184.90	26,042.44	256.71	99%
38-852-204 Uniforms	2,600	592.39	0.00	417.29	2,007.61	0.00	100%
38-852-250 Light & Heat & Security	7,000	754.09	519.77	1,470.86	4,351.74	1,894.17	73%
38-852-251 Telephone & Postage	11,011	3,005.52	697.94	2,651.73	7,683.48	322.00	97%
38-852-252 Fuel	10,275	554.59	547.08	1,978.96	5,810.97	3,909.44	62%
38-852-255 Bldg. Maint/Clean Svs	3,117	592.68	61.35	1,142.91	1,998.09	526.23	83%
38-852-260 Electric Tank/Pumps	12,000	2,278.89	1,220.02	3,073.14	8,721.11	1,000.00	92%
38-852-296 Continuing Education	534	0.00	0.00	0.00	320.00	214.00	60%
38-852-301 Computer Maint.	3,500	1,167.49	117.71	576.06	2,330.83	1.68	100%
38-852-302 Software Support	9,000	231.79	0.00	304.62	8,479.64	288.57	97%

Budget vs Actual

Town of Warrenton
4/7/2025 12:31:48 PM

Page 12 Of 15

Period Ending 3/31/2025

38 WATER / SEWER								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
38-852-305 Technology Upgrades	13	0.00	0.00	0.00	12.48	0.52	96%	
38-852-309 Advertising	503	0.00	0.00	0.00	502.50	0.50	100%	
38-852-310 Dues & Subscriptions	501	37.50	25.00	37.50	462.70	0.80	100%	
38-852-313 State Permits	1,500	0.00	0.00	0.00	200.00	1,300.00	13%	
38-852-351 Maint & Repair Equip	4,028	0.00	0.00	871.93	3,777.74	250.26	94%	
38-852-352 Vehicle Maintenance	1,853	0.00	471.91	604.95	1,852.86	0.14	100%	
38-852-400 Liability Insurance	6,285	1,688.52	1,688.52	3,454.17	4,595.99	0.49	100%	
38-852-405 Audit Expense	5,750	0.00	0.00	0.00	5,750.00	0.00	100%	
38-852-408 Town Tap Expense	21,511	0.00	0.00	0.00	21,511.00	0.00	100%	
38-852-435 Purchase of Sewer Services	402,384	0.00	0.00	36,174.16	254,369.33	148,014.67	63%	
38-852-448 External Contract	20,398	2,777.16	660.00	1,380.00	17,620.51	0.33	100%	
38-852-473 WWTP Rehab Annual Payment	21,935	0.00	0.00	0.00	0.00	21,935.00		
38-852-500 Capital Outlay \$5000 and Above	33,738	24,039.87	0.00	0.00	9,622.55	75.58	100%	
38-852-802 USDA Public Works Trucks - Princ Sewer	8,623	0.00	0.00	5,947.84	8,772.88	(149.88)	102%	
38-852-803 USDA Town Hall/WS Loan Principal	29,300	0.00	0.00	0.00	2,300.00	27,000.00	8%	
38-852-804 NCDEQ Unity, Bute & Battle Sewer Rehab Princ Only	14,388	0.00	0.00	0.00	0.00	14,388.00		
38-852-809 John Riggans Easement Pmt	1,000	0.00	0.00	1,000.00	1,000.00	0.00	100%	
38-852-811 NCDEQ Sewer Rehab Annual Loan- Principal	13,750	0.00	0.00	0.00	0.00	13,750.00		
38-852-833 USDA Town Hall/WS Loan Interest	14,863	0.00	0.00	0.00	1,340.50	13,522.50	9%	
38-852-836 USDA Public Works Trucks - Int Sewer	1,109	0.00	0.00	1,016.68	1,108.65	0.35	100%	
38-852-837 NCDEQ Sewer Rehab Annual Loan- Interest	2,475	0.00	0.00	0.00	1,237.50	1,237.50	50%	
38-852-896 WS 25% of GF Expense	55,177	0.00	0.00	11,532.04	42,297.17	12,879.83	77%	
Sewer Expenses Totals:	936,001	43,903.55	21,898.88	126,475.38	592,169.56	299,927.89	68%	

Budget vs Actual

Period Ending 3/31/2025

38 WATER / SEWER									
Description			Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
38-901-902 Transfer Out to Water Treatment Plant			113,710	0.00	0.00	0.00	0.00	113,710.00	
Transfers Out Totals:			113,710	0.00	0.00	0.00	0.00	113,710.00	
Expenses Totals:			1,806,901	129,544.03	63,314.36	384,970.56	1,152,984.42	524,372.55	71%
38 WATER / SEWER Revenues Over/(Under) Expenses:					75,060.34	15,401.72	(56,001.71)		

Budget vs Actual

Town of Warrenton
4/7/2025 12:31:48 PM

Page 14 Of 15

Period Ending 3/31/2025

39 WWTP							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Revenues							
39-351-405 Septic Disposal Service	42,074	0.00	5,655.00	12,525.00	38,975.00	(3,099.00)	93%
39-351-470 Town Sewer Revenues	402,384	0.00	0.00	36,174.16	254,369.33	(148,014.67)	63%
39-351-471 Sewer Revenues - County	322,189	0.00	0.00	28,964.77	203,674.39	(118,514.61)	63%
39-351-472 Sewer Rev Norlina	218,881	0.00	0.00	19,677.39	138,367.38	(80,513.62)	63%
39-365-373 Insurance Proceeds WWTP	0	0.00	0.00	0.00	1,157.69	1,157.69	
39-381-038 Transfer In from Water/Sewer	113,710	0.00	0.00	0.00	0.00	(113,710.00)	
39-381-055 Transfer in from WWTP Grant	10,834	0.00	0.00	0.00	10,833.61	0.00	100%
Revenues Totals:	1,110,072	0.00	5,655.00	97,341.32	647,377.40	(462,694.21)	58%
Expenses							
39-861-010 Salary - Full Time	221,987	0.00	17,565.76	59,029.13	169,570.50	52,416.50	76%
39-861-014 Salary - Part Time	20,450	0.00	2,076.88	5,778.33	18,360.36	2,089.64	90%
39-861-019 Over-Time	16,838	0.00	1,109.11	3,917.96	9,836.86	7,001.14	58%
39-861-020 ER-FICA Taxes	19,835	0.00	1,424.10	4,727.83	13,567.12	6,267.88	68%
39-861-030 ER - Retirement Orbit	49,205	0.00	3,456.65	11,563.94	31,997.88	17,207.12	65%
39-861-040 ER- Health Insurance	38,067	5,123.27	3,069.88	9,300.36	30,583.63	2,360.10	94%
39-861-050 ER-Life Insurance	668	0.00	66.24	175.68	631.36	36.64	95%
39-861-060 ER-Workman's Comp	2,121	0.00	0.00	0.00	1,583.40	537.60	75%
39-861-200 Travel Expense	500	0.00	0.00	0.00	0.00	500.00	
39-861-203 Supplies	81,724	8,941.71	11,623.94	29,798.86	67,330.27	5,452.02	93%
39-861-204 Uniforms	4,420	403.11	0.00	836.27	4,016.89	0.00	100%
39-861-250 Light, Heat & Security	125,000	54,510.67	8,123.21	21,451.99	58,154.83	12,334.50	90%
39-861-251 Telephone & Postage	6,690	1,915.28	514.22	1,355.80	4,353.16	421.56	94%
39-861-252 Fuel	10,250	604.63	617.59	1,922.12	6,729.93	2,915.44	72%
39-861-296 Continuing Education	1,500	0.00	0.00	0.00	402.50	1,097.50	27%
39-861-301 Computer Maint.	7,000	1,120.30	10.44	694.18	3,746.32	2,133.38	70%
39-861-302 Software Support	4,208	851.79	1,517.56	1,822.18	2,565.13	791.08	81%
39-861-305 Technology Upgrades	2,000	0.00	0.00	0.00	25.00	1,975.00	1%
39-861-309 Advertising	1,000	0.00	0.00	0.00	506.50	493.50	51%

Budget vs Actual

Town of Warrenton
4/7/2025 12:31:48 PM

Page 15 Of 15

Period Ending 3/31/2025

39 WWTP							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
39-861-310 Dues & Subscriptions	154	0.00	0.00	0.00	0.00	154.00	
39-861-318 Freight Charges	2,250	889.20	156.52	543.06	1,360.80	0.00	100%
39-861-342 Maint & Repair Plant	117,225	4,605.66	21,445.29	56,184.89	101,527.00	11,092.34	91%
39-861-344 Sludge Removal	72,000	11,343.00	10,206.00	30,622.50	57,657.00	3,000.00	96%
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	1,701.52	1,936.46	10,832.03	693.97	94%
39-861-347 Lab Analysis	24,400	2,939.00	1,710.00	6,402.00	19,861.00	1,600.00	93%
39-861-348 Tar - Pamlico Dues	3,000	0.00	0.00	0.00	0.00	3,000.00	
39-861-349 OSHAComp/Safety M&S	1,500	0.00	0.00	0.00	1,125.00	375.00	75%
39-861-352 Vehicle Maintenance	4,750	0.00	323.66	323.66	2,627.43	2,122.57	55%
39-861-400 Liability Insurance	20,520	5,428.83	5,428.83	11,011.91	15,090.70	0.47	100%
39-861-405 Audit Expense	11,500	0.00	0.00	0.00	11,500.00	0.00	100%
39-861-441 Certify Lab Services	1,000	365.18	0.00	100.00	100.00	534.82	47%
39-861-444 Permits & Fees	15,079	2,475.00	825.00	2,475.00	12,603.33	0.67	100%
39-861-446 Influent Debris Removal	6,654	1,617.88	586.48	1,719.38	5,036.12	0.00	100%
39-861-500 Capital Outlay \$5000 and Over	119,265	0.00	0.00	0.00	119,235.88	29.12	100%
39-861-810 NCDEQ WWTP Phase 2 Principal	23,607	0.00	0.00	0.00	0.00	23,607.00	
39-861-897 WWTP 25% of GF Exp	61,428	0.00	0.00	10,701.92	41,913.55	19,514.45	68%
39-861-998 Contingency	1	0.00	0.00	0.00	0.00	0.61	
WWTP - Expenses Totals:	1,110,072	103,134.51	93,558.88	274,395.41	824,431.48	182,505.62	84%
Expenses Totals:	1,110,072	103,134.51	93,558.88	274,395.41	824,431.48	182,505.62	84%
39 WWTP Revenues Over/(Under) Expenses:			(87,903.88)	(177,054.09)	(177,054.08)		

Check Listing

Date From: 3/1/2025 Date To: 3/31/2025
Vendor Range: 1 800 FLAGPOLE.COM - ZIMA CORPORATION

Town of Warrenton
04/07/2025 12:39 PM

Page: 1 of 4

Check Number	Bank	Vendor	Date	Amount
68532	30	EASTERN BLUEBIRD RESCUE INC.	03/04/2025	<u>\$120.00</u>
68533	30	GREGORY POOLE EQUIPMENT CO.	03/04/2025	<u>\$309.62</u>
68534	30	NEW DAY SEPTIC	03/04/2025	<u>\$2,400.00</u>
68535	30	SCOTT ERIC LILES	03/04/2025	<u>\$500.00</u>
68536	30	WOMACK PUBLISHING CO. INC.	03/04/2025	<u>\$385.35</u>
68537	30	BREEDLOVE ELECTRIC, INC	03/05/2025	<u>\$210.71</u>
68538	30	CONSOLIDATED PIPE & SUPPLY COMPANY, INC.	03/05/2025	<u>\$3,088.72</u>
68539	30	DUKE ENERGY PROGRESS	03/05/2025	<u>\$132.89</u>
68540	30	NORTH CAROLINA 811, INC	03/05/2025	<u>\$25.00</u>
68541	30	SONITROL INTEGRATED SECURITY	03/05/2025	<u>\$1,464.75</u>
68542	30	WILSON'S WATER SERVICES	03/05/2025	<u>\$825.00</u>
68543	30	WRIGHT EXPRESS FSC	03/05/2025	<u>\$957.03</u>
68544	30	CAROLINA DIGITAL PHONE INC	03/06/2025	<u>\$316.00</u>
68545	30	DOCUMENT SYSTEMS, INC	03/06/2025	<u>\$294.55</u>
68546	30	DUKE ENERGY PROGRESS	03/06/2025	<u>\$2,357.85</u>
68547	30	MERITECH INC	03/06/2025	<u>\$1,780.00</u>
68548	30	PETE SMITH TIRE & QUICK LUBE, INC	03/06/2025	<u>\$28.96</u>
68549	30	Purchase Power (Pitney Bowes)	03/06/2025	<u>\$150.00</u>
68550	30	SOUTHERN WATER SERVICE, LLC	03/06/2025	<u>\$9,295.60</u>
68551	30	Spectrum Business	03/06/2025	<u>\$169.98</u>
68552	30	UNITED PARCEL SERVICE	03/06/2025	<u>\$39.13</u>
68553	30	BLUE RIDGE SPRINGS, INC	03/12/2025	<u>\$302.80</u>
68554	30	Community Eye Care	03/12/2025	<u>\$160.86</u>
68555	30	DUKE ENERGY PROGRESS	03/12/2025	<u>\$268.71</u>
68556	30	GARY V. WILLIAMS	03/12/2025	<u>\$560.00</u>
68557	30	GFL ENVIRONMENTAL	03/12/2025	<u>\$586.48</u>
68558	30	INVOICE CLOUD, INC.	03/12/2025	<u>\$186.90</u>
68559	30	PETE SMITH TIRE & QUICK LUBE, INC	03/12/2025	<u>\$1,322.65</u>
68560	30	TRI-COUNTY POWER EQUIPMENT INC	03/12/2025	<u>\$228.40</u>
68561	30	WARREN AUTO PARTS, INC.	03/12/2025	<u>\$64.88</u>
68562	30	WARREN COUNTY PUBLIC UTILITIES	03/12/2025	<u>\$16,912.74</u>
68563	30	WARREN COUNTY PUBLIC WORKS	03/12/2025	<u>\$1,396.95</u>

Check Listing

Date From: 3/1/2025 Date To: 3/31/2025

Vendor Range: 1 800 FLAGPOLE.COM - ZIMA CORPORATION

Town of Warrenton
04/07/2025 12:39 PM

Page: 2 of 4

Check Number	Bank	Vendor	Date	Amount
68564	30	Dian Sourelis	03/14/2025	<u>\$500.00</u>
68565	30	DUKE ENERGY PROGRESS	03/14/2025	<u>\$2,054.31</u>
68566	30	PETE SMITH TIRE & QUICK LUBE, INC	03/14/2025	<u>\$97.40</u>
68567	30	QUALITY EQUIPMENT LLC	03/14/2025	<u>\$1,110.19</u>
68568	30	FIRST CITIZENS BANK	03/14/2025	<u>\$3,430.22</u>
68569	30	DOCUMENT SYSTEMS, INC	03/18/2025	<u>\$53.17</u>
68570	30	DUKE ENERGY PROGRESS	03/18/2025	<u>\$8,090.71</u>
68571	30	FRONTIER NATURAL GAS	03/18/2025	<u>\$25.10</u>
68572	30	NORTH CAROLINA 811, INC	03/18/2025	<u>\$25.00</u>
68573	30	PETE SMITH TIRE & QUICK LUBE, INC	03/18/2025	<u>\$1,252.45</u>
68574	30	QUALITY EQUIPMENT LLC	03/18/2025	<u>\$242.55</u>
68575	30	TIME WARNER CABLE	03/18/2025	<u>\$190.00</u>
68576	30	ULINE	03/18/2025	<u>\$496.56</u>
68577	30	All American Welding & Machine, LLC	03/19/2025	<u>\$213.50</u>
68578	30	NCACP	03/19/2025	<u>\$200.00</u>
68579	30	SCOTT ERIC LILES	03/19/2025	<u>\$6,500.00</u>
68580	30	WARREN AUTO PARTS, INC.	03/19/2025	<u>\$229.47</u>
68581	30	WATER GUARD, INC.	03/19/2025	<u>\$3,582.85</u>
68582	30	AT&T MOBILITY II LLC	03/21/2025	<u>\$453.12</u>
68583	30	BURNETT LIME COMPANY, INC	03/21/2025	<u>\$4,367.57</u>
68584	30	DUKE ENERGY PROGRESS	03/21/2025	<u>\$155.78</u>
68585	30	FRONTIER NATURAL GAS	03/21/2025	<u>\$267.52</u>
68586	30	GARY V. WILLIAMS	03/21/2025	<u>\$320.00</u>
68587	30	GUPTON SERVICES, INC	03/21/2025	<u>\$130.00</u>
68588	30	HENDERSON FRUIT & PRODUCE OF WARRENTON	03/21/2025	<u>\$44.02</u>
68589	30	INFORMATION TECHNOLOGY SERVICE	03/21/2025	<u>\$277.69</u>
68590	30	JOSEPH ELY	03/21/2025	<u>\$200.00</u>
68591	30	KENNETH RICHARDSON	03/21/2025	<u>\$44.02</u>
68592	30	KING'S FITNESS & NUTRITION CENTER	03/21/2025	<u>\$360.00</u>
68593	30	PROFESSIONAL MAIL SERVICES, INC	03/21/2025	<u>\$522.51</u>
68594	30	PROFESSIONAL MAIL SERVICES, INC	03/21/2025	<u>\$1.67</u>

Check Listing

Date From: 3/1/2025 Date To: 3/31/2025

Vendor Range: 1 800 FLAGPOLE.COM - ZIMA CORPORATION

Town of Warrenton
04/07/2025 12:39 PM

Page: 3 of 4

Check Number	Bank	Vendor	Date	Amount
68595	30	UNUM LIFE INSURANCE COMPANY OF AMERICA	03/21/2025	<u>\$605.59</u>
68596	30	USA Bluebook	03/21/2025	<u>\$598.00</u>
68597	30	WARREN AUTO PARTS, INC.	03/21/2025	<u>\$5.39</u>
68598	30	RICK EDWARDS ELECTRIC	03/21/2025	<u>\$720.00</u>
68599	30	ALISA QUINITCHETTE	03/26/2025	<u>\$200.00</u>
68600	30	All American Welding & Machine, LLC	03/26/2025	<u>\$3,202.50</u>
68601	30	AT&T MOBILITY II LLC	03/26/2025	<u>\$773.44</u>
68602	30	CITIZENS INSURANCE & BONDING,	03/26/2025	<u>\$21,087.48</u>
68603	30	DUKE ENERGY PROGRESS	03/26/2025	<u>\$99.61</u>
68604	30	FLEMING INVESTMENT COMPANY	03/26/2025	<u>\$3,000.00</u>
68605	30	GRANVILLE FARMS, INC.	03/26/2025	<u>\$9,628.50</u>
68606	30	HUMANA SPECIALTY BENEFITS	03/26/2025	<u>\$29.38</u>
68607	30	LAKE GASTON SIGNS & GRAPHIC CO.	03/26/2025	<u>\$84.00</u>
68608	30	MUNICIPAL INSURANCE TRUST	03/26/2025	<u>\$825.90</u>
68609	30	PROFESSIONAL MAIL SERVICES, INC	03/26/2025	<u>\$153.41</u>
68610	30	UNITED PARCEL SERVICE	03/26/2025	<u>\$117.39</u>
68611	30	VC3, Inc.	03/26/2025	<u>\$356.55</u>
68612	30	WRIGHT EXPRESS FSC	03/26/2025	<u>\$1,055.61</u>
68613	30	AETNA	03/27/2025	<u>\$14,357.45</u>
68614	30	DUKE ENERGY PROGRESS	03/27/2025	<u>\$110.41</u>
68615	30	GRANVILLE FARMS, INC.	03/27/2025	<u>\$577.50</u>
68616	30	HACH COMPANY	03/27/2025	<u>\$1,758.98</u>
68617	30	LORD & COMPANY, INC	03/27/2025	<u>\$1,517.56</u>
68618	30	Marlin Leasing Corporation	03/27/2025	<u>\$161.85</u>
68619	30	PRUDENTIAL RETIREMENT	03/27/2025	<u>\$1,032.11</u>
68620	30	TAR HEEL TIRE SALES/SERVICE	03/27/2025	<u>\$713.55</u>
68621	30	TRI-COUNTY POWER EQUIPMENT INC	03/27/2025	<u>\$100.16</u>
68622	30	AAA GAS AND APPLIANCE CO.	03/28/2025	<u>\$187.39</u>
68623	30	COLUMBIAN MUTUAL LIFE INS CO	03/28/2025	<u>\$36.89</u>
68624	30	FOSTER SEPTIC TANK CLEANING	03/28/2025	<u>\$1,125.00</u>
68625	30	RJA FIRE EXTINGUISHERS SALES & SERVICE, INC.	03/28/2025	<u>\$83.27</u>

Check Listing

Date From: 3/1/2025 Date To: 3/31/2025
Vendor Range: 1 800 FLAGPOLE.COM - ZIMA CORPORATION

Town of Warrenton
04/07/2025 12:39 PM

Page: 4 of 4

Check Number	Bank	Vendor	Date	Amount
68626	30	SOUTHERN WATER SERVICE, LLC	03/28/2025	\$1,790.80
68627	30	TRI-COUNTY POWER EQUIPMENT INC	03/28/2025	\$175.81
96	Checks Totaling -			\$148,551.37

Totals By Fund

	Checks	Voids	Total
34	\$3,681.88		\$3,681.88
36	\$1,580.41		\$1,580.41
37	\$35,176.00		\$35,176.00
38	\$37,619.74		\$37,619.74
39	\$70,242.09		\$70,242.09
67	\$251.25		\$251.25
Totals:	\$148,551.37		\$148,551.37

Memo

To: Town Commissioners
From: Bill Perkinson
CC: Mayor, Town Administrator
Date: April 4, 2025
Re: March 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 – \$45,000). (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 – Still Gathering Information). (7) 2-Inch Water Main Valve – Located at Wilcox and Rodwell Street Intersection. Replace Leaking valve. (Estimated Cost – \$3,500.00).
- **Completed Water and Sewer System Maintenance/Repair Related Information:**
(1) Emergency Repair – Riggans Sewer Lift Station. Replaced vacuum pump. Contractor: Scott Liles... (Labor - \$500.00, Parts provided by Town). (2) Repair – Riggans Sewer Lift Station. Replace vacuum system hardware. Contractor: Gary Williams...(Labor - \$160.00, Materials – Provided by Town).

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

Total cost for External Contract Maintenance and Repair (Account No. 38-851-448 & 38-852-448) - \$660.00

- **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.
- **Water Leak Detection Survey:** No change...We have surveyed approximately 75% of the Town's system. A status report has been included in the board packet with details. March 2025 unaccounted for water was 38%. (4,483,000 gallons purchased and 2,796,000 gallons

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

- **Water and Sewer Adjustment Request:** For consideration at the April 14, 2025, meeting of the Board of Commissioners. **Grain Hustle LLC** – 112 Madison St., Account #004-0000910-2. Billing Period: January 15, 2025 – February 17, 2025. Leak occurred between meter and structure. Normal usage 3,000 gallons. Request is for sewer adjustment of 31,000 gallons at \$18.06/1000. Total \$559.86. Adjustment recommended by staff. **Wendy Martinez** – 121 Deer Run DR., Account #004-000110-9. Billing Period: January 15, 2025 – February 17, 2025. Leak occurred between meter and structure. Normal usage 1,000 gallons. Request is for sewer adjustment of 51,000 gallons at \$18.06/1000. Total \$921.06. 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.

Hydrants Out of Service as of 4-4-25

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

Water Leak Detection Survey Status Report

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

Water Leak Detection Survey Status Report

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

Memo

To: Town Commissioners
From: Bill Perkinson
CC: Mayor, Town Administrator, Warren County Director of Public Utilities, Norlina Director of Public Works
Date: April 4, 2025
Re: March 2025 Monthly Activity Report for WWTP

- **Pending Equipment Maintenance and Repairs:** (1) Effluent filter controls – Safety issue - Replace cylinders and control mechanism for valves located in pit area of filter building. (2) Sand blast and refinish site metal structures. **(Estimated Cost – Refinishing remaining structures - \$58,000)** (3) Replace Influent Pump 3 Double Mechanical Seal. **(Estimated Parts and Labor Cost –\$4,000)** (4) WWTP Sewer Trunk Line – additional construction work to resolve drainage issues. **(Estimated Cost –\$12,500)** (5) Oxidation Ditch 2 – integrate SCADA system for control of 4 existing mixers. **(Estimated Cost –\$21,000)** (6) Mechanical Bar Screen – Replace main chain, upper and lower drive sprockets, bearings, and rakes. **(Estimated Cost –\$38,000)**
- **Completed Plant Maintenance/Repair Related Information:** (1) Preventative Maintenance – Influent Pump Station Wetwell. Pumped out grease and inorganics. Contractor: New Day Septic...(Labor - \$2,400.00). (2) Repair – Influent Pump No. 2. Overhauled pump including installing new impeller. Contractor: Scott Liles...(Labor - \$6,500.00, Parts - \$8,022.90 (Purchased directly from Southern Water Service, Inc.)). (3) Repair – Grit Pump. Motor control repair. Contractor: Breedlove Electric...(Labor - \$162.50, Materials – \$34.89). (4) Repair – Digester No. 2. Replaced two 8-inch eccentric plug valves for dewatering. Contractor: All American Welding...(Labor - \$3,200.00, Materials provided by Plant). (5) Preventative Maintenance – Oxidation Ditch No. 2. Pumped out grease and scum. Contractor: Foster Septic Tank Cleaning...(Labor - \$1,125.00).

Total cost for Repairs (Account No. 39-861-342) - \$21,445.29

- **Plant Discharge Quality:** Our discharge quality remained good throughout the entire month with a total flow of 14.12 million gallons.

Activity Log Event Summary (Cumulative Totals)

Warrenton Police Department

(02/01/2025 - 02/28/2025)

Accident	6	Alarm Activation	1
Assist Fire Dept	1	Assist WC EMS	1
Assist WCSO	10	Check Station/ Checkpoint	1
Complaint	4	Disabled Vehicle	1
Dispute	1	Disturbance	3
Escort	2	Follow up Investigation	1
Foot Patrol	2	Found Property/Item	1
Fraud	3	Investigation and/or Interview	1
Larceny	3	Medical / Person Hurt or Sick	1
Patrol	8	Property Check – Business	25
Shots fired	1	Suspicious Person / Vehicle	2
Talk with Officer	1	Traffic Stop	14
Training	1	Trespassing	4
Warrant	1	Welfare Check	1

Total Number Of Events: 101

Warrenton PD

Board of Commissions Meeting - March 2025

DATE	EVENT TYPE	STATUS
2/28/2025	Damage to Property- Dumpster Truck Fire	Closed
2/18/2025	Barring Notice after Disturbance	Closed
2/18/2025	Warrant Service-Jail	Closed
2/13/2025	Larceny- Misd.	Closed
2/12/2005	Hit and Run- Failed to Stop at Scene of Crash	Closed
2/10/2025	Unauthorized Use of Motor Vehicle	Closed
2/8/2025	Unauthorized Use of Motor Vehicle	Closed
2/7/2025	Obtaining Property by False Pretense-SECU	Closed
2/6/2025	Obtaining Property by False Pretense-Walgreen's	Closed
2/3/2025	DOA	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 March 2025 – Action Items Checklist

1. Make changes to zoning map with Reynolds Tavern change. (cont.)
2. Execute recombination deed with Mayor and submit to Mitch Styers for filing at Register of Deeds.
 - ✓ Awaiting reply from Mitch Styers
3. Follow up with Postmaster on Post Office box at corner of E. Market and S. Main
4. Investigate mobile app for tourism
5. Order power washing equipment and schedule work
 - ✓ Purchased, work begun.
6. Issue purchase order for banners
 - ✓ Done
7. Update nuisance ordinance with fowl prohibition. Notify residents on W. Franklin, raising geese, of ordinance.
 - ✓ Residences notified by Chief.
8. NCDOT MOU to Mitch for review.
 - ✓ Sent to Mitch, approved, signed and sent to NCDOT.
9. Review ordinances for permission/prohibition on dog breeding in town limits.
 - ✓ §151.024 REGULATIONS CONCERNING HOME OCCUPATIONS.

(L) The following are strictly prohibited as home occupation: car washes, commercial automotive repair garages, slaughterhouses, paint, petroleum and chemical plants, any occupation which involves the storage of liquid petroleum, gasoline, kerosene, or other flammable liquids, funeral homes and mortuaries, massage parlors, sale of reading or viewing material of a pornographic nature, movie theaters, animal hospitals and kennels, bottled gas sales.

(M) Any home occupation not complying with these regulations shall be a special use.

KENNEL. An establishment for the keeping or breeding of dogs for profit.

10. Execute MOU for RIoT
 - ✓ Sent to RIoT

Warrenton Budget Amendments

Date:4/14/2025

Number:#7

Purpose of Amendment:

The purpose of this BA is to fund numerous paving repairs includeing Fairview St. by the post office driveway.

Fund Name:

WS & PB

Revenue

Account Title/Number:	Increase Amount	Decrease Amount
FB Approp WS/38-395-396	9,832	-
FB Approp PB/37-395-395	13,608	

Subtotal23,440-

Total23,440

Grand Total-

Expenditure

Account Title/Number:	Increase Amount	Decrease Amount
Water Salary/38-851-010	8,106	-
Sewer Salary/38-852-010	1,726	
Capital Outlay PB/37-710-500	13,608	

23,440-

23,440

Warrenton Budget Amendments

Date:4/14/2025

Number:#9

Purpose of Amendment: The purpose of this BA is to increase the Revitalization budget to reflect the actual and anticipated increase in revenue and expense.

Fund Name:

General Fund

Revenue

Account Title/Number:	Increase Amount	Decrease Amount
Revitalization Rev/37-365-351	6,920	-

Subtotal6,920-

Total6,920

Grand Total-

Expenditure

Account Title/Number:	Increase Amount	Decrease Amount
Revitalization Exp/37-405-450	6,920	-
	-	

Subtotal6,920-

Total6,920

Warrenton Budget Amendments

Date:4/14/2025

Number:#8

Purpose of Amendment:

The purpose of this BA is to reduce revenue and expeses to actual in order to close it out.

Fund Name:

EPA Brownfield Grant

Revenue

Account Title/Number:	Increase Amount	Decrease Amount
Grant Rev/71-335-337	-	20614.16

Subtotal-20614.1620614.16

Total-20614.16

Grand Total-

Expenditure

Account Title/Number:	Increase Amount	Decrease Amount
Cont Exp/71-435-700		16530.43
Supplies/71-435-701	-	1,000
Travel/71-435-702		3083.73

Subtotal-20614.1620614.16

Total-20614.16

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between the Town of Warrenton, North Carolina (“Owner”) and Municipal Engineering, Inc. (“Engineer”).

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

Town-Wide Water Line Improvements - State No. SRF-D-2057 (“Project”).

Project Description

The Town of Warrenton proposes to replace approximately 7,115 linear feet (LF) of 1.5” through 6” galvanized iron and cast-iron water lines with new 6” PVC/DIP water lines and appurtenances (valves, hydrants, services). The existing lines are undersized, in poor condition and are estimated by town personnel to be 50 to 70 years old.

The project is being funded through the Drinking Water State Revolving Fund (SRF-D-2057).

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

1. Project Management: The Engineer will provide Continued project management to the Owner for duration of the project. ***Project Management Services are estimated to span 24 months.*** ENGINEER will conduct project scoping with Owner and update Owner’s staff monthly to present findings, design criteria and decisions and review the status of the project budget and schedule.
 - A. Project formulation including project development and scoping meeting with Owner to develop scope, schedule and coordinate with Owner’s other consultants. ***Engineer has budgeted one (1) Project Development and Scoping meeting w/minutes.***
 - B. Kick-Off Meeting with Town to review project scope, fee and schedule and ENGINEER’s and Owner’s responsibilities and establish and confirm guiding design principles and criteria. The ENGINEER will discuss type and style of proposed project with Owner’s staff. The project budget and schedule will be reviewed. ***Engineer has budgeted for one (1) Kick-Off Meeting w/minutes.***
 - C. Prepare Engineering Services Agreement (ESA) contract and up to one (1) ESA amendment.
 - D. Set up and maintain a Project Filing System throughout life of the Project to use for storage and retrieval of project documents.
 - E. Maintain project records including project budget and schedule for project duration **(24 months).**

- F. Prepare monthly invoices for ENGINEER's services in format acceptable to OWNER and funding agencies.
2. Field Surveying and Base Mapping: The Engineer will provide field surveying work and base mapping services for engineering design and preparation of construction drawings, including the following items:
- A. Establish a minimum of two (2) control points within the project area with NAD 83 and NAVD 88 datum.
 - B. Field locate and map planimetric features (i.e. fences, tree lines, poles, roadways, visible and marked utilities, etc.) within the project corridors/area.
 - C. Establish a minimum of two (2) temporary bench marks.
 - D. Complete necessary office computations and mapping to construct baseline drawings of survey field data of the project corridors/area including existing property lines, rights-of-way, easements, etc.
 - E. Provide a digital survey file in AutoCAD Civil 3D format.
 - F. County GIS information will be used to reference all rights-of-way and property lines. *If the Engineer determines the need for temporary or permanent easements, property research, property survey and the preparation of easement plats and easement acquisition assistance, these services will be considered "Additional Services" and a separate scope of services and fees will be set up under a separate task number.*
3. Engineering Report: The Engineer will prepare and submit an Engineering Report (ER) as required, in accordance with the "*Engineering Report (ER) Guidance*" as published by the Division of Water Infrastructure (DWI) of NCDEQ including the following:
- A. Prepare the ER based on the "Preferred Alternative".
 - B. Electronically submit the ER to DWI for review and approval.
 - C. Respond to two (2) rounds of review comments from the DWI.
 - D. Electronically submit the "final" ER to the DWI for approval.
 - E. Furnish to the OWNER, one (1) digital copy of the approved ER formatted in Adobe (.pdf) format.
- Note: The preparation of an Environmental Information Document (EID) is not included in the scope of work due to the project meeting the requirements for a Categorical Exclusion by Project Type (CET).*
4. Engineering Design: The design of the Project will be based on the conceptual designs of the Preferred Alternative as presented in the Minor Engineering Report as submitted to the NC Division of Water Infrastructure. The Engineer Design services will include the following items:
- A. Prepare construction plans and profiles for the sanitary sewer improvements using final mapping of the field survey and Consultant's standard Plan and Profile sheets [Scale: 1" = 40' (H), 1" = 4' (V)]. Plans shall indicate construction limits and location of temporary construction and/or permanent easements, if required.

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

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

- A. **NC Public Water Supply Section** – Engineer shall complete the most recent version of the ***“Application for Approval of Engineering Plans and Specifications for Water Supply Systems”*** in complete accordance with all applicable instructions and in full accord with the provisions of NCGS 130A-317, and such other statutes and rules as relate to public water systems. The submittal shall include the completed application, Engineer's Report, required number of plans and applicable specifications, supporting calculations, required fees and any other required supplemental documents.
- B. **NCDOT Encroachment Agreement** – Engineer shall complete the most recent version of the encroachment form entitled ***“Right of Way Encroachment Agreement – Primary and Secondary Highways”*** in complete accordance with all applicable instructions. The submittal shall include the completed encroachment agreement, Project Narrative, required number of plans and applicable technical specifications, supporting calculations and any required supplemental documents.

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

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

- NC Division of Water Quality Preconstruction Notification
- US Army Corps of Engineers – Nationwide Permit
- Wetlands or Stream Mitigation

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

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

- NCDOT Primary and Secondary Encroachment Agreement: \$0.00
- NC PWS Application for Approval of Engineering Plans.....: \$300.00
- NC DEMLR Sedimentation/Erosion Control Plan: \$300.00

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

- A. Update Bid/Contract Documents to reflect the Pre-Bid date, time and location and Bid Opening date, time and location.
- B. Prepare and distribute Pre-Bid Conference Agenda, attend Pre-Bid Conference and issue Pre-Bid Meeting minutes.
- C. Maintain a record of prospective bidders and suppliers to whom drawings or specifications have been issued or requested.
- D. Provide enough sets of construction contract documents for bidding purposes, and distribute the contract documents to prospective bidders.
- E. Receive fees for construction contract documents to recover reproductive and distribution costs.
- F. Interpret construction contract documents and provide written responses to questions from bidders requiring clarification during the bidding period. Prepare addenda to the

construction contract documents when required. ***Engineer has budgeted for the preparation and issuance of two (2) addendums.***

- G. Assist the Owner in conducting the bid opening. Answer questions during bid opening, make preliminary tabulation of bids, and review questionnaires and bids for completeness.
 - H. Review and evaluate the qualifications of the apparent successful bidder. The review and evaluation will include such factors as work previously completed, whether adequate equipment is available to complete the work properly and expeditiously, financial resources, and technical experience.
 - I. Prepare and distribute formal bid tabulation sheets, evaluate and certify bids, and make written recommendations to Owner concerning contract award.
 - J. Prepare Recommendation of Award letter. After the construction contract is awarded to the successful Bidder, the contract for construction will be assigned to the Owner, which will have all of the rights and responsibilities of the Owner under that construction contract.
 - K. Assemble the Project Bid Information document including Bid Tabulation, copy of the bid and bid bond from the lowest, most responsive bidder, recommendation of award letter, MWE/WBE documentation, engineering contracts and resume of Construction Observer and Project Cost Summary. Owner will provide proof of advertisement, resolution of tentative award, site certificates, Project Budget Ordinance, and land costs form, as required. Submit Project Bid Information to DWI for their review and acceptance of the most responsive bid.
 - L. Issue Notice of Award to successful contractor following approval from DWI.
 - M. ***Owner is responsible for all costs associated with advertising for bids and re-advertising, if necessary.***
 - N. ***If the initial bid opening fails to receive the required three (3) bids, and the project must be re-advertised and re-bid, the Engineer's services associated with the re-bid shall be compensated per Section 7.02, "Additional Services".***
7. Construction Administration: The Engineer will provide construction administration for the Project. The total construction period is estimated to be 240 calendar days. The Engineer is anticipated to provide a construction observer on a full-time basis to monitor daily construction activities. The Engineer will provide the daily inspection reports on a weekly interval, if requested by Owner. The following Construction Administration services will be provided to the Project:
- A. Prepare and distribute conforming copies of the construction contract documents. ***Engineer will distribute up to five (5) conforming copies of the final construction contract documents.*** These services will include furnishing the Contractor unsigned construction contract documents, review of Contractor bonds and insurance certificates, and transmitting the construction contract documents to Owner for acceptance by the Owner's legal counsel, signature and final distribution to Contractor. Engineer's review of the insurance certificates is only for the purpose of determining if the Contractor maintains the general types and amounts of insurance required by the contract documents, and is not a legal review to determine if the Contractor's insurance coverage complies with all applicable requirements.

- B. Owner's instructions to the Contractor(s) shall be issued through Engineer, who shall have the authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions.
- C. Issue "Notice to Proceed" to Contractor.
- D. Organize and facilitate a Pre-Construction Conference and record minutes for distribution to attendees, Owner, and Contractor.
- E. Review Shop Drawings for various parts and materials to be utilized on the project to ensure general compliance with the Contract Documents. The Engineer will also review the shop drawings for compliance with the American Iron & Steel (AIS) provisions. The Engineer will provide a copy of all shop drawings at the end of the project.
- F. Conduct periodic progress meeting and site visits to observe as an experienced and qualified design professional the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, Engineer's observations shall not be intended to involve work beyond the responsibility specifically assigned to Engineer in this Agreement and the Contract Documents. On the basis of on-site inspections, Engineer shall keep the Owner informed of the progress and quality of the Work, and shall alert the Owner to defects and deficiencies in the Work of the Contractor. Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, procedures of construction selected by Contractor or for safety and environmental programs and precautions incident to the Work. Engineer shall not be responsible for the failure of the Contractor, his Subcontractors or any other persons performing any of the Work to comply with laws, rules, regulations, ordinances, code or orders, or for failure of any of them to carry out the Work in accordance with the Contract Documents, except to the extent that one or more actions or omissions of Engineer in violation of the provisions of this Agreement contributed to such failure. ***Eight (8) progress meetings/visits, not inclusive of a final walk-thru/close-out meeting, have been budgeted.*** Engineer shall issue meeting minutes and field report.
- G. The purpose of Engineer's interval visit to and representation by the Resident Project Representative at the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed work of Contractor will conform to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor.
- H. Make recommendations to Owner concerning the disapproval or rejection of Contractors' Work while it is in progress if Engineer believes that such Work does not produce a completed Project that conforms to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents. Engineer shall always have access to the Work wherever it is in preparation or progress.
- I. Engineer shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations from

the requirements of the Contract Documents. Field Orders shall not involve change in Contract Price or Time. ***Engineer has budgeted for one (1) response per month (total of 8) of the Construction duration.***

- J. Act as initial interpreter of the requirements of the Contract Documents, judge the acceptability of the Work and make decisions on all claims of Owner and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and not be liable for the results of any such interpretations or decisions rendered in good faith.
- K. Determine the amount owing to Contractor based on Engineer's periodic and Owner's observations at the site and the data comprising the Application for Payment, and the accompanying data and schedules, and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to Owner that the Work has progressed to the point indicated and that, to the best of Engineer's and Owner's representative knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The issuance of a recommendation will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a recommendation for payment will not be a representation that the Engineer is responsible for construction means, methods, techniques, sequences, or procedures or has ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Price. ***Engineer has budgeted for review of eight (8) payment applications, one being the final adjusting payment.***
- L. Prepare and issue Change Orders to the construction contract to address modifications to the original scope or details of construction, modifications to the construction contract schedule, Owner requested changes, unforeseen conditions, and unit quantity overruns and/or underruns. The Engineer shall submit the change orders to the funding agency for approval/concurrence. ***The Engineer has budgeted for up to two (2) change orders, not inclusive of the Final Adjusting Change Order.***
- M. Following notice from Contractor that Contractor considers the entire work ready for its intended use, Engineer and Owner, accompanied by Contractor, shall conduct a one (1) day final walk-through to determine if the work is substantially and satisfactorily complete. If such work is determined by Engineer to be substantially complete, Engineer shall provide a notice of substantial completion to Owner and Contractor. If work is not deemed suitable, Engineer shall provide in writing a list of deficiencies to be corrected before the work can be deemed substantially complete. Engineer's resident representative shall review the work when the Contractor provides in writing a statement that all deficiencies have been corrected. This additional review shall be a function of the Project Representation. ***The Engineer has budgeted one (1) final walk-through.***
- N. Debrief with Owner's and Engineer's resident representative to determine if the completed Work is acceptable to Owner so that Engineer may recommend, in writing, final payment to Contractor and may give written notice to Owner and Contractor that the Work is acceptable. Accompanying the recommendation for final payment, Engineer shall indicate that the work is acceptable to the best of Engineer's knowledge, information and belief and based on the extent of the services performed and furnished by Engineer and Owner under

- this Agreement. After determining that the completed Work is acceptable, issue a written Notice of Acceptance to the Contractor. Notice shall establish the completion date.
- O. Receive, review and approve Contractor's final payment request. Prepare a final adjusting change order to be signed by the Contractor and submitted to the Owner with the final pay request.
 - P. Prepare "Record Drawings" of completed water system improvements based on Contractor's red-line field mark-ups.
 - Q. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, shop drawing, drawings and other data furnished by Contractor to Engineer. The record prints shall also incorporate the Owner's and Resident Field Representative's observation of changes made during construction. These record drawings shall be prepared on engineering bond paper and on CD/DVD or USB Flash Drive (in PDF format) for delivery to the Owner.
 - R. Following completion of construction and Final Acceptance by Owner, Engineer shall provide project close out services.
8. Construction Observation: The Engineer shall provide full-time Resident Field Representatives to monitor construction by the Contractor and to perform the duties listed herein. ***Engineer has budgeted for 143 daily visits (based on an 8-hour work day) inclusive of one (1) final walk-thru visit and one revisit, if needed.***
- A. Owner and Engineer agree that representation at the site shall be provided on a ***fulltime*** basis and during critical construction and milestone items. Engineer shall provide Resident Field Representatives to assist Owner in observing the progress and quality of the work of the Contractor. Field representation shall be at a sufficient level to assist Owner in reviewing the Contractor's work. Engineer shall notify Owner promptly if the above level of field representation is insufficient to review work as defined by Engineer and Owner and vice versa.
 - B. Such Field Representatives shall be selected, employed, and directed by Engineer. The duties, responsibilities, and limitations of authority of such Field Representatives shall be described in the EJCDC General Conditions of the Contract Documents and as detailed herein. Engineer shall provide to Owner resumes for review and allow Owner to interview Field Representatives for approval prior to assignment to the Project.
 - C. Through more extensive on-site monitoring of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, Engineer shall use reasonable efforts to provide further protection for Owner against defects and deficiencies in the work of Contractor.
 - D. The duties and responsibilities of the Resident Project Representative are limited to those of Engineer in Engineer's Agreement with the Owner in the construction Contract Documents. Where applicable, Owner's agent shall also provide these duties and responsibilities during the Project.

9. Grant/Loan Administration: The Engineer shall support Owner with general administration of the Drinking Water State Reserve Fund (DWSRF) Project loan during the project. Grant Administration includes preparation of the Project Bid Information and Project Cost Summary submittal, loan/grant reimbursement requests (*up to 8 reimbursement submittals inclusive of the final reimbursement*), preparing and assembling project close-out documents in accordance with the State's Project Close-Out Checklist. The project is being funded by the Drinking Water State Reserve Fund (DWSRF) as administered by the NCDEQ Division of Water of Infrastructure. The total project is estimated to span twenty-four (24) months.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: All work must be completed within two years of the date of grant award date of August 1, 2019.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding three (3) months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

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

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,

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

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

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

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

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

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.

- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2018 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

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

7.01 *Basis of Payment*

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

Phase/Description	Basis	Fee
.1 - Project Management	LS	\$10,000.00
.2 - Design Survey and Base Mapping	LS	25,000.00
.3 - Engineering Report	LS	15,000.00
.4 - Engineering Design	LS	80,000.00
.5 - Permitting and Approvals	LS	8,000.00
.6 - Bidding	LS	8,000.00
.7 - Construction Administration	LS	40,000.00
.8 - Construction Observation	HENTE	103,000.00
.9 - Grant/Loan Administration	LS	15,000.00
TOTAL ENGINEERING SERVICES FEE		\$ 304,000.00

LS: Lump Sum

HENTE: Hourly plus Expenses Not-to-Exceed

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

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

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

Should this situation occur, the Owner and Consultant will then agree to appropriate compensation for the Consultant's additional work.

6. Other professional services related to the Project, but not specifically described in this Amendment, which are identified and authorized in writing by the Owner's authorized representative.
7. Easement acquisition surveys and plats.
8. Easement acquisition services.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

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

OWNER: Town of Warrenton, North Carolina

x

By: Robert Davie

Title: Town Administrator

Date Signed: _____

ENGINEER: Municipal Engineering, Inc.

x

By: Travis Woodie

Title: CFO/COO

Date Signed: 08-15-2024

Engineer License or Firm's Certificate

Number: F-0812/C-586

State of: North Carolina

Address for giving notices:

Town of Warrenton

113 S. Bragg Street

Warrenton, NC 27589

Attn: Robert Davie, Town Administrator

Address for giving notices:

Municipal Engineering, Inc.

68 Shipwash Drive

Garner, NC 27529

Attn: Gary M. Flowers, PE, Project Manager

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

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

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

B. *Schedule of Hourly Rates:*

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

Sr. Principal Engineer	\$230.00 per hour
Sr. Project Engineer	\$175.00 per hour
Principal Project Manager	\$175.00 per hour
Professional Geologist	\$170.00 per hour
Senior Project Manager	\$155.00 per hour
Senior Engineer I	\$155.00 per hour
Funding Director	\$165.00 per hour
Funding Administrator	\$165.00 per hour
Expert Witness	\$220.00 per hour
Design Engineer	\$100.00 per hour
Environmental Specialist II	\$110.00 per hour
Environmental Specialist	\$ 90.00 per hour
Lead Senior Designer	\$105.00 per hour
Senior Designer	\$ 95.00 per hour
Design Technician	\$ 90.00 per hour
Professional Land Surveyor	\$165.00 per hour
Survey - Robotics	\$150.00 per hour
Survey - GPS	\$165.00 per hour
Survey Technician	\$ 85.00 per hour
Senior Construction Observer	\$ 90.00 per hour
QA/QC Field Supervisor	\$100.00 per hour
Secretary/Administrative Asst.	\$ 65.00 per hour
Consultants	Cost plus 15%
Direct Costs	Cost plus 15%

No Charge for Mileage or Phone Calls

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

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

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

Stormwater Planning/AIA Project - State No. SRP-SW-0007 ("Project").

Project Description

The Town of Warrenton has been approved for a Stormwater Planning Grant from the NCDEQ Division of Water Infrastructure in the amount of \$400,000. The Local Assistance for Stormwater Infrastructure Investments (LASII) grant from the American Rescue Plan Act (ARPA) will cover 100% of eligible project costs up to a maximum of \$400,000. The town intends to use these funds to inventory and establish a GIS database and mapping system of the town's stormwater infrastructure; CCTV inspect and assess the existing stormwater system; develop a Stormwater Management Plan; and develop a 5-year Stormwater Capital Improvements Plan, and a Stormwater O&M plan.

The ENGINEER'S **Scope of Services** under this Agreement are generally identified as follows:

1. Project Management

Project Management is estimated to span Twenty-four (24) months to be completed by the ENGINEER as follows:

- a) Project Scoping and Contract Preparation
- b) Preparation and submittal of Preliminary Project Scope/Schedule to the Division of Water Infrastructure
- c) Project Kick-Off Meeting with OWNER
- d) Maintain a project filing system to document and retain project records
- e) Maintain project costs accounting system
- f) Prepare monthly invoices for engineering services to document project progress
- g) Arrange and participate in one (1) project status meeting with OWNER to review progress, budget and schedule and exchange ideas and information. Meeting will be held in-person.
- h) Prepare and distribute project meeting minutes to include a record of decisions made and actions assigned.
- i) Provide coordination and administration of any sub-consultants.

2. GIS Stormwater System Inventory and Mapping

The town intends to use part of the grant funds to inventory and establish a GIS based mapping system and database of the town's existing stormwater infrastructure. The ENGINEER will work with the OWNER to locate existing stormwater assets, identify and resolve connectivity issues/discrepancies and determine attribute data. For all proposed GIS work, all aboveground features such as pipes, culverts, structures, and any other visible stormwater related features will be surveyed and mapped. The location and mapping of all roadside ditches is not part of the scope of services. Once the field work is completed, reviewed, and approved by the town, the town's GIS database and mapping will be established.

- a) The ENGINEER shall provide services to locate and inventory the town's existing stormwater infrastructure assets utilizing GPS/GIS based mapping technology. The inventory shall include the location/inventory of all visible and accessible pipes, structures, etc. and shall assign feature attributes to all mapped assets (if known) such as structure type, material, age, condition, depth/inverts, etc. and provide connectivity and GIS mapping for the located stormwater system assets in ESRI ArcGIS format.
- b) Prior to initial GPS/GIS fieldwork, ENGINEER shall coordinate with the OWNER to assist in locating assets and obtaining relevant and missing data.
- c) The ENGINEER is responsible for locating only those above or below ground assets that are visible, readily accessed and safe to enter. It is not the responsibility of the ENGINEER to expose any structures, pipes, culverts, or any other stormwater system assets that are covered, paved over or for any reason, inaccessible or unsafe to enter. If such cases arise, the ENGINEER will coordinate with the OWNER to have these assets uncovered or exposed, at the OWNER's expense, so that they may be properly inventoried and mapped.
- d) The OWNER shall provide any existing records of the stormwater system, as-built drawings, or field sketches necessary to assist the ENGINEER in mapping the OWNER's stormwater infrastructure system.
- e) The ENGINEER will provide two (2) hard copies and two (2) electronic copies in PDF format (USB thumb drives) of the GIS mapping/data at the 90% completion level for the town's QA/QC review and comment.
- f) Upon completion of the GIS inventory/mapping, the ENGINEER will provide the OWNER with one (1) hard copy of the overall Stormwater System Map (36"x 24"), one (1) bound copy of the map books (11"x 17"), and two (2) USB thumb drives containing PDF files of all maps. The ENGINEER will also assist the OWNER with downloading the maps and ArcGIS reader on town desktops, laptops, tablets and phones.

3. Stormwater Condition Assessment

- a) The ENGINEER shall provide services to perform a condition assessment of the existing stormwater system. Zoom camera inspections would be used for pipes and culverts and would utilize the structural and O&M condition rating system developed by the National Association of Sewer Service Companies (NASSCO).
- b) Zoom and pole-mounted cameras would be used to perform a Level II aboveground inspection of curb/drop inlets, junction boxes and storm manholes.

- c) Larger pipes and culverts (greater than 60" in diameter or height), large drainage conveyances and other easily accessed conveyances, ***not requiring a Confined Space Entry Permit***, would be visually inspected by qualified and trained assessment personnel.
- d) All inspections shall be performed in accordance with National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) and Manhole Assessment Certification Program (MACP) guidelines. Project deliverables will include smoke testing reports (w/GIS database/coordinates) and photos, manhole inspection reports and photos (MACP compliant) and DVD copies of the CCTV inspection along with printed video inspection reports (PACP compliant).
- e) Assist the OWNER with procurement of specialized service providers utilizing tools such as smoke testing and CCTV video/Zoom camera inspection of stormwater infrastructure to inspect and assess condition.
- f) Prepare and administer sub-consultant agreement for smoke testing, CCTV pipeline and other condition assessment services.
- g) Upon completion of the condition assessment, the ENGINEER shall provide a comprehensive report to the OWNER summarizing the results of the condition assessment. The report will contain videos, photographs and individual inspection reports for all assets inspected. The OWNER will receive one (1) bound copy and one (1) digital copy in PDF format.
- h) Areas identified in the condition assessment phase as needing immediate attention will be flagged for further evaluation. Condition assessment videos, photographs, and reports for these areas will be utilized to determine the issues needing attention and the best engineering approach to address the issue(s). Drainage basins in these areas will be delineated and engineering calculations performed to determine the existing capacity and required capacity.

4. Develop a Stormwater Management Plan

In addition to the Condition Assessment and GIS mapping services, the ENGINEER will assist the OWNER in developing a Stormwater Management Plan (SWMP). An effective, proactive SWMP documents the strategy for the town to address current and future stormwater-related issues and impacts and serves as a guidance document for administrative, planning and O&M staff to use in implementing stormwater management criteria and policies. Some of the goals of the SWMP are:

- reduce flood damage, including damage to life and property;
- minimize, to the extent practical, any increase in stormwater runoff from any new development;
- reduce soil erosion from any development or construction project;
- assure the adequacy of existing and proposed stormwater conveyances;
- prevent, to the greatest extent feasible, an increase in nonpoint pollution;
- maintain the integrity of stream channels for their biological functions, as well as for drainage;
- minimize pollutants in stormwater runoff from new and existing development;
- protect public safety through the proper design and operation of stormwater facilities.

The SWMP will also outline specific stormwater management controls to address impacts from existing and new developments. The SWMP will also outline safety standards for stormwater infrastructure to be implemented to protect public safety.

The ENGINEER will conduct one (1) 90% review meeting with the OWNER to review and finalize the SWMP. Upon completion of the SWMP, the ENGINEER will provide the OWNER two (2) bound hard copies and one (1) digital copy of the final Stormwater Management Plan for acceptance by the Town Board.

5. Develop a 5-Year Capital Improvements Plan

The ENGINEER will assist the OWNER in developing a 5-Year Capital Improvements Plan (CIP) to identify critical stormwater projects, determine the timing of those projects and investigate potential methods for funding projects through planned budgeting and (or) state and federal funding programs. Potential projects will be identified based on information gathered from the stormwater condition assessment work and prioritized according to criticality. The ENGINEER will provide planning-level cost estimates for the project identified. The following information will be provided to the OWNER for each potential CIP project:

- Description of Project
- Need for Project
- Year Needed
- Estimated Project Costs
- Potential Funding Sources

The ENGINEER will assist the OWNER in developing the 5-Year CIP matrix and will provide the OWNER two (2) hard copies and one (1) digital copy in MS Excel format of the final CIP matrix. The OWNER will be responsible for adopting and implementing the finalized stormwater CIP document.

6. Develop a Stormwater System O&M Plan

The ENGINEER will assist the OWNER in developing and preparing a formal Stormwater Operations & Maintenance Plan to establish regular, preventative, and corrective maintenance procedures and strategies to ensure the long-term reliability and sustainability of the town's stormwater infrastructure system. Upon review and approval of the O&M plan by the town, the ENGINEER will incorporate the O&M plan into the formal Stormwater Management Plan document.

7. Grant Administration

- a) The ENGINEER shall assist the OWNER with reimbursement/disbursement requests and submitting deliverables as required by the funding agency. The ENGINEER has budgeted for the preparation and submittal of six (6) reimbursement requests.
- b) Preparation and submittal of the AIA Preliminary Project Scope to NCDEQ/DWI.
- c) One (1) meeting with the Town Board (if requested) at the beginning of the project to discuss scope and project goals and one (1) meeting with the Town Board at the close of

- the project, to present the project deliverables and provide an overview of the tasks and accomplishments of the AIA grant project for acceptance by the Town board.
- d) Prepare an Executive Summary describing the Project, how it was implemented, to what degree the established objectives were met, difficulties encountered and its final cost.
 - e) Grant/loan close-out activities.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within twenty-four (24) months of the date specified in the State's Grant Offer & Acceptance letter to the Owner for Project No. SRP-SW-0007. **Please note that the DWI will make no reimbursements for funds after December 31, 2026.**

2.01 *Payment Procedures*

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

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

- 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

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

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and

responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use,

reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

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

6.01 *Total Agreement*

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

7.01 *Basis of Payment—Lump Sum*

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

Task	Phase/Description	Basis	Fee
.1	Project Management	LS	\$ 20,000.00
.2	GIS Stormwater System Inventory/Mapping	LS	100,000.00
.3	Stormwater Condition Assessment/Evaluation	LS	150,000.00
.4	Develop Stormwater Management Plan	LS	50,000.00
.5	Development 5-Year Capital Improvements Plan	LS	30,000.00
.6	Development of Stormwater O&M Plan	LS	30,000.00
.7	Grant Administration	LS	20,000.00
TOTAL ENGINEERING SERVICES FEE			\$ 400,000.00

LS: Lump Sum

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

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

Attachments: Appendix 1, Engineer's Standard Hourly Rates

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

OWNER: Town of Warrenton, North Carolina

ENGINEER: Municipal Engineering, Inc.

By: _____

By:  _____

Print Name: Robert Davie

Print Name: Travis L. Woodie

Title: Town Administrator

Title: COO/CFO

Date Signed: _____

Date Signed: 08-15-2024

Engineer License or Firm's

Certificate Number: F-0812 and C-586

State of: North Carolina

Address for giving notices:

Address for giving notices:

Town of Warrenton

Municipal Engineering, Inc.

113 S. Bragg Street

68 Shipwash Drive

Warrenton, NC 27589

Garner, NC 27529

Attn: Robert Davie, Town Administrator

Attn: Gary M. Flowers, PE

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

Date

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

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

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

B. *Schedule of Hourly Rates:*

Hourly rates for services performed on or after March 1, 2024 are:

Sr. Principal Engineer	\$230.00 per hour
Sr. Project Engineer	\$175.00 per hour
Principal Project Manager	\$175.00 per hour
Professional Geologist	\$170.00 per hour
Senior Project Manager	\$155.00 per hour
Senior Engineer I	\$155.00 per hour
Funding Director	\$165.00 per hour
Funding Administrator	\$165.00 per hour
Expert Witness	\$220.00 per hour
Design Engineer	\$100.00 per hour
Environmental Specialist II	\$110.00 per hour
Environmental Specialist	\$ 90.00 per hour
Lead Senior Designer	\$105.00 per hour
Senior Designer	\$ 95.00 per hour
Design Technician	\$ 90.00 per hour
Professional Land Surveyor	\$165.00 per hour
Survey - Robotics	\$150.00 per hour
Survey - GPS	\$165.00 per hour
Survey Technician	\$ 85.00 per hour
Senior Construction Observer	\$ 90.00 per hour
QA/QC Field Supervisor	\$100.00 per hour
Secretary/Administrative Asst.	\$ 65.00 per hour
Consultants	Cost plus 15%
Direct Costs	Cost plus 15%

No Charge for Mileage or Phone Calls

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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

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

Wastewater Treatment Plant (WWTP) ("Project").

Project Description

The Town of Warrenton proposes to replace and rehabilitate aging, deteriorating equipment
that has been in service, for the most part, since the plant was built in 1981. The
Improvements to the Wastewater Treatment Plant (WWTP) include the following:

1. Cleanout, Repair, Re-equip, and return existing 1,500,000-gallon Oxidation Ditch
No. 1 to full operational service
2. Replace the existing Rotors, drives, and motors in the 1,500,000-gallon Oxidation
Ditch No. 2

The project is being funded through a State Reserve Project (SRP) grant No. SRP-W-0220
from the NC Division of Water Infrastructure.

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

1. **Project Management**: The Engineer will provide Continued project management to
the Owner for duration of the project. ***Project Management Services are estimated
to span 24 months.*** ENGINEER will conduct project scoping with Owner and
update Owner's staff periodically to present findings, design criteria and decisions
and review the status of the project budget and schedule.
 - A. Project formulation including project development and scoping meeting
with Owner to develop scope, schedule and coordinate with Owner's other
consultants. ***Engineer has budgeted one (1) Project Development and
Scoping meeting w/minutes.***
 - B. Kick-Off Meeting with Town to review project scope, basis of design, fee
and schedule and ENGINEER's and Owner's responsibilities and establish
and confirm guiding design principles and criteria. The ENGINEER will
discuss type and style of proposed project with Owner's staff. The project

- budget and schedule will be reviewed. ***Engineer has budgeted for one (1) Kick-Off Meeting w/minutes.***
- C. Prepare Engineering Services Agreement (ESA) contract.
 - D. Set up and maintain a Project Filing System throughout life of the Project to use for storage and retrieval of project documents.
 - E. Maintain project records including project budget and schedule for project duration **(estimated at 24 months)**.
 - F. Prepare monthly invoices for ENGINEER's services in format acceptable to OWNER and funding agencies.
 - G. Set up and maintain a project cost accounting system throughout duration of the Project.
2. Field Surveying and Base Mapping (Not Assigned): Because the project primarily involves cleaning/repairing existing structures and equipment replacement activities, design survey and base mapping is not anticipated. As-built drawings of the WWTP facilities can be used for design activities. Should any surveying be required, the Engineering Services Agreement can be amended to include a Field Surveying and Base Mapping task phase.
3. Engineering Report: The Engineer will prepare and submit an Engineering Report (ER) in accordance with the "*Engineering Report (ER) Guidance*" as published by the NC Division of Water Infrastructure (DWI) including the following:
- A. Prepare the ER based on the "Preferred Alternative."
 - B. Furnish DWI one (1) electronic copy of the ER in PDF format for review and approval, via the DWI submittal portal.
 - C. Respond to one (1) round of review comments from the DWI.
 - D. Furnish DWI with one (1) electronic copy of the Final ER in PDF format to the State, via the DWI submittal portal.

Note: Due to the DWI combining two separately funded projects into a single WWTP Improvements project, an Engineering Report Amendment will be required for the previously approved ER.

- E. Prepare an ER Amendment to the previously approved ER to merge the two WWTP projects.
- F. Submit one (1) electronic copy of the ER Amendment, in PDF format, to the DWI for review, via the DWI submittal portal
- G. Respond to one (1) round of review comments from the DWI.
- H. Furnish to the OWNER, one (1) digital copy of the Amended ER, in PDF format.

NOTE: Preparation of an Environmental Information Document is not required for this project and is not included as part of this Scope of

Services. The submittal of a Categorical Exclusion by Project Type (CET) is included in the cost of the ER.

3. Engineering Design: The design of the Project will be based on the conceptual designs established by the Owner during the project formulation/scoping and project kick-off meetings. The Engineering Design services will include the following items:
 - A. Prepare construction plans and elevations/profiles for the proposed project work using final mapping of the field survey and Engineer's standard 36" x 24" plan sheets [Scale: as required to show sufficient project details]. Plans shall indicate construction limits and location of temporary construction and or permanent easements, if required.
 - B. Forward two sets of preliminary plans to Owner for review and conduct one (1) Preliminary (60%) Review Meeting with Owner.
 - C. Incorporate Owner comments from review of preliminary design into final design.
 - D. Finalize horizontal and vertical alignment for proposed WWTP improvements.
 - E. Finalize typical sections, details and profiles.
 - F. Prepare final quantity and construction cost estimates.
 - G. Prepare an erosion and sedimentation control plan, if required.
 - H. Prepare contract documents and specifications utilizing Engineer's Standards and Specifications along with the special contract provisions, as required, for state/federal funded grants/loans.
 - I. Conduct one (1) Final Design (90%) Meeting with Owner's staff to respond to all questions and comments and review plans.
 - J. Prepare a Final Opinion of Construction Cost for Project.
 - K. Make one (1) round of revisions to the construction documents based on Owner's Final Design Meeting comments.
 - L. Submit plans and specifications to the funding agency, if required, for technical review and respond to one (1) round of review comments.
 - M. Prepare recommended schedule for bidding and construction of Project.
4. Permitting and Approvals (Not Assigned): Because the project primarily involves cleaning/repairing existing structures and equipment replacement activities, permitting and approvals, outside of the State's issuance of the Authorization to Construct (ATC), are not anticipated. Should any permits be required, the Engineering Services Agreement can be amended to include a Permitting and Approvals task phase.

If permitting or an Authorization to Construct (ATC) is required, the OWNER shall be responsible for all permit application fees.

5. Bidding: The Engineer will bid the project as one (1) contract. The Owner will be responsible for publicly advertising the Bid and determining the Pre-Bid Conference and Bid Opening dates and locations. The Pre-Bid Conference and Bid Opening are anticipated to be held in Warrenton, NC at the Warrenton Town Hall. The Engineer will conduct the Bid Opening and read the bids publicly aloud unless the Owner prefers to conduct this task. The Engineer will be responsible for the following bidding services:
- A. Update Bid/Contract Documents to reflect the Pre-Bid date, time and location and Bid Opening date, time and location.
 - B. Prepare and distribute Pre-Bid Conference Agenda, attend Pre-Bid Conference and issue Pre-Bid Meeting minutes.
 - C. Maintain a record of prospective bidders and suppliers to whom drawings or specifications have been issued or requested.
 - D. Provide a sufficient number of sets of construction contract documents for bidding purposes, and distribute the contract documents to prospective bidders.
 - E. Receive fees for construction contract documents to recover reproduction and distribution costs.
 - F. Interpret construction contract documents and provide written responses to questions from bidders requiring clarification during the bidding period. Prepare addenda to the construction contract documents when required. *Engineer has budgeted for two (2) addenda.*
 - G. Assist the Owner in conducting the bid opening. Answer questions during bid opening, make preliminary tabulation of bids, and review questionnaires and bids for completeness.
 - H. Review and evaluate the qualifications of the apparent successful bidder. The review and evaluation will include such factors as work previously completed, whether adequate equipment is available to complete the work properly and expeditiously, financial resources, and technical experience.
 - I. Prepare and distribute formal bid tabulation sheets, evaluate bids, and make written recommendations to Owner concerning contract award.
 - J. Prepare Recommendation of Award letter. After the construction contract is awarded to the successful Bidder, the contract for construction will be assigned to Town of Warrenton, which will have all of the rights and responsibilities of the Owner under that construction contract.
 - K. Assemble the Funding Agency's Project Bid Information package including Bid Tabulation, copy of the bid and bid bond from the lowest, most responsive bidder, recommendation of award letter, MWE/WBE documentation, engineering contracts and resume of Construction Observer (if required). Owner will provide proof of advertisement, resolution of tentative award, site certificates, land costs form. Submit Project Bid Information to DWI for their review and acceptance of the most responsive bid.

- L. Issue Notice of Award to successful contractor following approval from the NC DWI.
 - M. Owner is responsible for all costs associated with advertising for bids and re-advertising, if necessary.
 - N. ***If the initial bid opening fails to receive the required three (3) bids, and the project must be re-advertised and re-bid, the Engineer's services associated with the re-bid shall be compensated per signed ESA amendment or Section 7.02, "Additional Services".***
6. Construction Administration: The Engineer will provide construction administration for the Project. The total construction period is estimated to be 150 calendar days. The Engineer is anticipated to provide a construction observer on a part-time basis to monitor construction activities. The Engineer will provide the Construction Observer's reports on a monthly interval. The Owner will also be available to assist Engineer in carrying out onsite observation and administrative duties. The following services will be provided to the Project:
- A. Prepare and distribute conforming copies of the construction contract documents. ***Engineer will distribute up to five (5) conforming copies of the final construction contract documents.*** These services will include furnishing the Contractor unsigned construction contract documents, review of Contractor bonds and insurance certificates, and transmitting the construction contract documents to Owner for acceptance by the Owner's legal counsel, signature, and final distribution to Contractor. Engineer's review of the insurance certificates is only for the purpose of determining if the Contractor maintains the general types and amounts of insurance required by the contract documents, and is not a legal review to determine if the Contractor's insurance coverage complies with all applicable requirements.
 - B. Owner's instructions to the Contractor(s) shall be issued through Engineer, who shall have the authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and Standard General Conditions.
 - C. Once the Authorization to Construct (ATA) has been issue by the state, Engineer shall issue "Notice to Proceed" to Contractor.
 - D. Organize and facilitate a Pre-Construction Conference and record minutes for distribution to attendees, funding agency, Owner, and Contractor.
 - E. Review Shop Drawings for various parts and materials to be utilized on the project to ensure general compliance with the Contract Documents. The Engineer will provide a copy of all shop drawings at the end of the project. ***American Iron and Steel (AIS) compliance is not anticipated to be required for this project. If it is determined that AIS compliance is required, an Engineering Services Agreement amendment will be prepared to cover the cost of administering AIS compliance.***

- F. ***The Project is not expected to require compliance with Davis-Bacon labor standards. Should it be determined that Davis-Bacon wage compliance is required, an Engineering Services Agreement amendment will be prepared to cover the costs of administering Davis-Bacon wage compliance.***
- G. Conduct periodic progress meeting and site visits to observe as an experienced and qualified design professional the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, Engineer's observations shall not be intended to involve work beyond the responsibility specifically assigned to Engineer in this Agreement and the Contract Documents. On the basis of on-site observations, Engineer shall keep the Owner informed of the progress and quality of the Work, and shall alert the Owner to defects and deficiencies in the Work of the Contractor. Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, procedures of construction selected by Contractor or for safety and environmental programs and precautions incident to the Work. Engineer shall not be responsible for the failure of the Contractor, his Subcontractors or any other persons performing any of the Work to comply with laws, rules, regulations, ordinances, code or orders, or for failure of any of them to carry out the Work in accordance with the Contract Documents, except to the extent that one or more actions or omissions of Engineer in violation of the provisions of this Agreement contributed to such failure. ***Six (6) meetings/visits, inclusive of a final walk-thru/close-out meeting, have been budgeted.*** Engineer shall issue meeting minutes and field report.
- H. The purpose of Engineer's interval visit to and representation by the Resident Project Representative at the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed work of Contractor will conform to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor.
- I. Make recommendations to Owner concerning the disapproval or rejection of Contractors' Work while it is in progress if Engineer believes that such Work does not produce a completed Project that conforms to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents. Engineer shall have access to the Work at all times wherever it is in preparation or progress.
- J. Engineer shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work.

Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents. Field Orders shall not involve change in Contract Price or Time. ***Engineer has budgeted for one (1), 1-hour response per month (total of 6) during the Construction duration.***

- K. Act as initial interpreter of the requirements of the Contract Documents, judge the acceptability of the Work and make decisions on all claims of Owner and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and not be liable for the results of any such interpretations or decisions rendered in good faith.
- L. Determine the amount owing to Contractor based on Engineer's periodic and Owner's observations at the site and the data comprising the Application for Payment, and the accompanying data and schedules, and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to Owner that the Work has progressed to the point indicated and that, to the best of Engineer's and Owner's representative knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The issuance of a recommendation will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a recommendation for payment will not be a representation that the Engineer is responsible for construction means, methods, techniques, sequences or procedures or has ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Price. ***Engineer has budgeted for review of six (6) payment applications, one being the final adjusting payment.***
- M. Prepare and issue Change Orders to the construction contract to address modifications to the original scope or details of construction, modifications to the construction contract schedule, Owner requested changes, unforeseen conditions, and unit quantity overruns and/or underruns. The Engineer shall submit the change orders to the funding agency for approval/concurrence. ***The Engineer has budgeted for one (1) change order, not inclusive of the Final Adjusting Change Order.***
- N. Following notice from Contractor that Contractor considers the entire work ready for its intended use, Engineer and Owner, accompanied by Contractor, shall conduct a one (1) day final walk-through inspection to determine if the work is substantially and satisfactorily complete. If such work is determined by Engineer to be substantially complete, Engineer shall provide a notice of substantial completion to Owner and Contractor. If work is not deemed suitable, Engineer shall, provide in writing, a list of

deficiencies to be corrected before the work can be deemed substantially complete. Engineer's resident representative shall review the work when the Contractor provides in writing a statement that all deficiencies have been corrected. This additional review shall be a function of the Project Representation. ***The Engineer has budgeted one (1) final walk-through review.***

- O. Debrief with Owner's and Engineer's resident representative to determine if the completed Work is acceptable to Owner so that Engineer may recommend, in writing, final payment to Contractor and may give written notice to Owner and Contractor that the Work is acceptable. Accompanying the recommendation for final payment, Engineer shall indicate that the work is acceptable to the best of Engineer's knowledge, information and belief and based on the extent of the services performed and furnished by Engineer and Owner under this Agreement. After determining that the completed Work is acceptable, issue a written Notice of Acceptance to the Contractor. Notice shall establish the completion date.
 - P. Receive, review and approve Contractor's final payment request. Prepare a final adjusting change order (if required) to be signed by the Contractor and submitted to the Owner with the final pay request.
 - Q. Prepare "Record Drawings" of completed project improvements based on Contractor's red-line field mark-ups.
 - R. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, shop drawing, drawings and other data furnished by Contractor to Engineer. The record prints shall also incorporate the Owner's and Resident Field Representative's observation of changes made during construction. These record drawings shall be prepared on engineering bond paper and on USB Flash Drive (in PDF format) for delivery to the Owner.
 - S. Following completion of construction and Final Acceptance by Owner, Engineer shall provide project close out services.
7. Construction Observation: The Engineer shall provide part-time Resident Field Representatives to monitor construction by the Contractor and to perform the duties listed herein. ***Engineer has budgeted for 110 periodic visits (based on 4 days/week at 8-hours/work day) inclusive of one (1) final inspection and one (1) re-inspection, if needed.***
- A. Owner and Engineer agree that representation at the site shall be provided on a part-time basis and during critical construction and milestone items. Engineer shall provide Resident Field Representatives to assist Owner in observing the progress and quality of the work of the Contractor. Field representation shall be at a sufficient level to assist Owner in observing the Contractor's work. Engineer shall notify Owner promptly if above level of

field representation is insufficient to review work as defined by Engineer and Owner and vice versa.

- B. Such Field Representatives shall be selected, employed, and directed by Engineer. The duties, responsibilities and limitations of authority of such Field Representatives shall be described in the EJCDC General Conditions of the Contract Documents and as detailed herein. Engineer shall provide to Owner resumes for review and allow Owner to interview Field Representatives for approval prior to assignment to the Project.
 - C. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, Engineer shall use reasonable efforts to provide further protection for Owner against defects and deficiencies in the work of Contractor.
 - D. The duties and responsibilities of the Resident Project Representative are limited to those of Engineer in Engineer's Agreement with the Owner in the construction Contract Documents. Where applicable, Owner's agent shall also provide these duties and responsibilities during the course of the Project.
9. Grant/Loan Administration: The Engineer shall support Owner with general administration of the State Reserve Project (SRP) grant loan during the course of the project. Grant Administration includes preparation of the Project Bid Information and Project Cost Summary submittal, loan/grant reimbursement requests, preparing and assembling project close-out documents including the State's Project Close-Out Checklist. The project is being funded by the State Reserve Project Fund as administered by the NCDEQ Division of Water of Infrastructure (Project No. SRP-W-0220). The total project is estimated to span twenty-four (24) months.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within twenty-four (24) months of the date of this agreement.

- C. **If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding six (6) months.** If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

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

3.01 *Termination*

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

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

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
 - B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
 - C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.
- 4.01 *Successors, Assigns, and Beneficiaries*
- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
 - C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any

contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2018 Edition) unless the parties agree otherwise.

- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in

resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

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

7.01 *Basis of Payment*

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

Phase/Description	Basis	Fee
.1 - Project Management	LS	\$15,000.00
.2 - Design Survey/Base Mapping (not assigned)		
.3 - Engineering Report/Amendment	LS	30,000.00
.4 - Engineering Design (includes Electrical Design)	LS	130,000.00
.5 - Permitting and Approvals (not assigned)		
.6 - Bidding	LS	10,000.00
.7 - Construction Administration	HENTE	40,000.00
.8 - Construction Observation	HENTE	80,000.00
.9 - Grant Administration	LS	12,000.00
TOTAL ENGINEERING SERVICES FEE		\$ 317,000.00

LS: Lump Sum

HENTE: Hourly plus Expenses Not-to-Exceed

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

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

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

Attachments: Appendix 1, Engineer's Standard Hourly Rates

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

OWNER: Town of Warrenton, North Carolina

ENGINEER: Municipal Engineering, Inc.

x

By: Robert Davie

By: Travis Woodie

Title: Town Administrator

Title: CFO/COO

Date Signed: _____

Date Signed: _____

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

State of: North Carolina

Address for giving notices:

Address for giving notices:

Town of Warrenton

Municipal Engineering, Inc.

113 S. Bragg Street

68 Shipwash Drive

Warrenton, NC 27589

Garner, NC 27529

Attn: Robert Davie, Town Administrator

Attn: Gary M. Flowers, PE, Project Manager

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

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

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

B. *Schedule of Hourly Rates:*

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

Sr. Principal Engineer	\$230.00 per hour
Sr. Project Engineer	\$190.00 per hour
Principal Project Manager	\$175.00 per hour
Professional Geologist	\$170.00 per hour
Senior Project Manager	\$155.00 per hour
Senior Engineer I	\$155.00 per hour
Funding Director	\$165.00 per hour
Funding Administrator	\$165.00 per hour
Expert Witness	\$220.00 per hour
Design Engineer	\$100.00 per hour
Environmental Specialist II	\$110.00 per hour
Environmental Specialist	\$ 90.00 per hour
Lead Senior Designer	\$105.00 per hour
Senior Designer	\$ 95.00 per hour
Design Technician	\$ 90.00 per hour
Professional Land Surveyor	\$165.00 per hour
Survey - Robotics	\$150.00 per hour
Survey - GPS	\$165.00 per hour
Survey Technician	\$ 85.00 per hour
Senior Construction Observer	\$ 90.00 per hour
QA/QC Field Supervisor	\$100.00 per hour
Secretary/Administrative Asst.	\$ 65.00 per hour
Consultants	Cost plus 15%
Direct Costs	Cost plus 15%

No Charge for Mileage or Phone Calls



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

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

STATUS OF GRANTS

NC DEQ Waste Water SRP-W-0224

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

NC DEQ WWTP SRP-W-0220

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

NC DEQ Water Infrastructure Rehab SRF-D-2057

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

NC DEQ Water AIA Stormwater Planning SRP-SW-0007

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

(Fund 67) NC Neighborhood Revitalization Program

- CDBG funds to assist in repairing houses owned by citizens of low or moderate incomes.
- NC Commerce has granted an additional \$200,000 in funding due to inflation.
- Selected low bidder for final grant recipient on Brehon St. Awaiting additional funding approval from NC Commerce Dept before acceptance of bid by Town Board.

Golden Leaf Storm Water Grant

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

Southeast Crescent Regional Commission

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

NCLM Assistance Grant

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

Estimate items to be presented to Board by May of 2025

FEMA Cybersecurity Grant:

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

In Progress Grant Applications:

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



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

Unaccounted for Water Update

- Water purchases are averaging 4.5 million gallons per month, over the last two months, versus 6 million gallons in prior months.
- Two exit meters have been installed by Warren County and are showing a general increase of between 10,000 and 15,000 gallons per day or 300,000 to 450,000 gallons per month.
- Rural Water is returning to finish leak detection.

These efforts could save the town several thousand to possibly five thousand dollars per month. The upcoming budget will reflect new projections.

State Requirements for 100% Grant

- The state has raised its minimum requirements for 100% grant and Warrenton's In-town water and sewer rates would have to be increased by \$5 per month in order to qualify. The State's new minimum, effective July 1, is now \$166 and Warrenton's current rate for 5000 gallons is \$161.
- However, during the current round of applications town engineers believe that the State will consider Warrenton's status as a vulnerable utility over rates and therefore we are applying for larger grants and our full list of needs.



KATALYST

Grit. Humility. Curiosity.

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

QUOTE

Number KNGQ17492

Date Jan 15, 2025

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

Account Manager		PO Number	Ship Via	Terms	
Dylan Warner			Ground	NET 10	
Line	Description	Qty	Unit Price	Ext. Price	
1	Katalyst Professional Services Katalyst Professional Services SubTotal	1	\$8,195.00	\$8,195.00 \$8,195.00	
2	Users with Warrenton Computers: Microsoft 365 Business Premium Annual SubTotal	18	\$264.00	\$4,752.00 \$4,752.00	
3	Email Only Users: Microsoft 365 Business Basic	18	\$72.00	\$1,296.00	
4	Entra ID Plan 1	18	\$72.00	\$1,296.00	
5	Defender for Office 365 Plan 1 Annual SubTotal	18	\$24.00	\$432.00 \$3,024.00	
			SubTotal	\$15,971.00	
			Tax	\$0.00	
			Total	\$15,971.00	

Unless detailed on the quote above, all applicable sales tax and shipping will be invoiced separately.

FOB: Ship Point

TERMS: NET 10

QUOTATION VALID FOR 30 DAYS

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

CUSTOMER IN AGREEMENT WITH QUOTE

Please Print Name & Title Below

Authorized Signature

Date

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

Statement of Work

Microsoft 365 Tenant Defederation and Enhancements

Prepared for Town of Warrenton



Sr. Account Manager: Dylan Warner

Sr. Solutions Engineer: Josh Krodel

SOW Generated on January 15, 2025

This Statement of Work is valid for 90 days from the above date.

katalystng.com

Executive Summary

The primary objective of this project is to defederate the existing Microsoft 365 tenant from GoDaddy's management, establish a fully independent Microsoft 365 tenant, and implement key tenant enhancements to improve security and user functionality. This will include configuring Multi-Factor Authentication (MFA), setting up conditional access policies, and optimizing Defender for Office 365.

Solution Overview

This project focuses on transitioning a Microsoft 365 tenant from GoDaddy's management to an independent configuration, enhancing security and operational efficiency. Key activities include assessing the current tenant setup, executing a seamless defederation process with minimal user disruption, and reconfiguring DNS and domain settings for independent control. Security and productivity enhancements will be implemented, including Multi-Factor Authentication (MFA), conditional access policies tailored for dynamic network environments, and Defender for Office 365 configurations such as Safe Links and Safe Attachments. Post-defederation support ensures validation of services, providing administrators with documentation and training to manage the newly independent tenant effectively.

Scope of Work

Phase 1: Planning and Design

Project Planning and Assessment

- Assess the current tenant setup and dependencies under GoDaddy management.
- Identify and document potential risks, prerequisites, and key considerations for defederation.
- Develop a detailed project plan with defined timelines and milestones.
- Define success criteria and key performance indicators (KPIs) for tenant independence and enhancements.

Phase 2: Implementation

Tenant Defederation from GoDaddy

- Perform all necessary steps to defederate the Microsoft 365 tenant from GoDaddy.
- Ensure all associated DNS settings, domain configurations, and services are properly adjusted for independent management.
- Minimize disruption to end users during defederation.
- Validate that all email services and Microsoft 365 functionalities remain operational post-defederation.

Licensing and Account Adjustments

- Adjust user accounts and licensing to align with the new tenant setup:
 - 18 x Microsoft 365 Business Premium.
 - 18 x Microsoft 365 Business Basic with Entra ID P2 and Defender for Office 365 add-ons.

- Review and optimize service accounts, such as the SCADA system, to maintain continuity while ensuring compatibility with the new tenant structure.

Tenant Enhancements

- Multi-Factor Authentication (MFA):
 - Configure MFA and ensure registration for all users.
- Conditional Access Policies:
 - Create basic policies, including:
 - Geo-blocking to restrict access from unauthorized regions.
 - Policies tailored for offices without static IPs.
 - Address any device enrollment considerations for environments not currently using Entra/Intune.
- Defender for Office 365 Configuration:
 - Enable and configure Safe Links and Safe Attachments.
 - Perform light anti-phishing policy tuning to enhance protection.

Post-Defederation Support

- Provide immediate post-project support to resolve any issues arising from defederation or enhancements.
- Verify and validate tenant configurations and security enhancements.
- Provide documentation and training materials for administrators to manage the independent tenant.

Client Responsibilities

- Provide administrative access to the Microsoft 365 tenant and GoDaddy account for assessment and defederation activities.
- Share documentation of current tenant setup, dependencies, and DNS configurations.
- Supply credentials or access for any third-party systems or integrations dependent on the Microsoft 365 tenant.
- Designate a point of contact or project manager to coordinate with the service provider.
- Provide timely feedback and approvals on the project plan, milestones, and key decisions.
- Approve changes to DNS, domain configurations, and licensing adjustments.
- Procure the required licenses (e.g., Microsoft 365 Business Premium, Business Basic with add-ons) before the project start date.
- Confirm user accounts and service accounts to be adjusted during the project.
- Notify end-users of potential changes and disruptions due to defederation and configuration updates.
- Ensure users complete MFA registration and comply with new security measures post-deployment.
- Make IT staff or administrators available for collaboration and training sessions during and after the project.
- Provide current details of any service accounts or critical dependencies (e.g., SCADA system) that may be impacted.
- Coordinate with GoDaddy or other third-party vendors to facilitate the defederation process if required.
- Ensure external stakeholders (e.g., ISPs, domain registrars) are available to address DNS or domain-related changes promptly.
- Assist with testing email services, Microsoft 365 functionalities, and critical applications post-defederation.
- Verify that all business-critical systems dependent on Microsoft 365 remain operational.
- Assign IT personnel to receive training and documentation for independent tenant management.
- Report issues or incidents promptly during the post-defederation support period for timely resolution.

Out of Scope

- Configuring, troubleshooting, or integrating third-party applications (e.g., SCADA systems or other software) beyond ensuring compatibility with the new tenant structure.
- Support for non-Microsoft services, platforms, or systems not directly involved in the Microsoft 365 tenant migration or enhancements.
- Management of non-Microsoft security or email systems unrelated to Microsoft 365.
- Development of custom scripts, tools, or applications outside of standard Microsoft-provided configurations and solutions.
- Full-scale security audits, penetration testing, or advanced tuning of security policies beyond light anti-phishing policy adjustments.
- Creation of complex conditional access policies requiring detailed user or device segmentation or advanced device management capabilities.
- Full Intune implementation, device enrollment, or mobile device management (MDM) setup beyond considerations for offices not currently using Entra/Intune.
- Training for end users on Microsoft 365 applications or new features beyond providing training materials for administrators.
- Reconfiguration or troubleshooting of office network setups, including static IP configurations or ISP coordination for dynamic IPs.
- Extensive interaction with GoDaddy support or third-party domain registrars beyond providing necessary guidance for DNS changes.
- Migrating data or content within Microsoft 365 (e.g., OneDrive, SharePoint, or email archives) beyond what is required to maintain operational services post-defederation.
- Ongoing support beyond the agreed post-project support period specified in the scope of work.
- Resolving individual user issues related to device setup, MFA registration, or specific application functionality post-implementation.
- Setting up backup solutions or disaster recovery processes for Microsoft 365 tenant data.
- Configuring Microsoft 365 for compliance with industry-specific regulations (e.g., HIPAA, GDPR) beyond the described security and policy configurations.
- Migration of services, users, or data between Microsoft 365 tenants or consolidation of multiple tenants.
- Providing continuous monitoring or reporting services beyond the post-defederation validation period.

Project Management

Project Management

- **Project kick-off.** A Katalyst Project Manager will coordinate a kick-off meeting with the customer's technical team to, and develop the project timeline. The meeting will cover the following:
 - Introduce the key participants for this engagement
 - Discuss respective roles and responsibilities
 - Discuss scope of work, project objectives and success criteria
 - Confirm desired project dates and milestones
 - Discuss cutovers and any after-hours work requirements
 - Confirm attendees and schedule weekly project check in calls as defined within this statement of work
 - Discuss communication plan, reporting, and project artifacts included in the project
 - Executive Summary Document
 - Smartsheet project plan

- Meeting notes
- Schedule initial planning and design session
- **Project Management.** A Katalyst Project Manager will coordinate recurring meetings with the customer's technical team to manage the project.
 - Schedule and managed recurring project meetings. These meetings are designed to:
 - Provide insights into project progress
 - Identify and mitigate risks
 - Discuss resource management planning
 - Assign tasks
 - Confirm deadlines
 - Gather all information needed to update the project artifacts
 - Update Executive Summary Document
 - Update Project Plan as needed
 - Record and distribute meeting notes
 - Schedule ad-hoc meetings as needed
- **Project Close.** A Katalyst Project Manager will coordinate a project close out meetings with the customer's technical team to manage the project. In this meeting we will confirm:
 - All elements within the statement of work have been completed
 - All project documentation has been securely shared with the client
 - The client will sign the Project Closure Form via DocuSign
 - The client will be informed on how to engage Katalyst engineering resources going forward.

Communications is an important part of any successful project. Katalyst will design a communications plan based on industry best practices specifically to fit the requirements of this project. The intent of the communication plan is to provide key stakeholders with accurate and timely information on the progression of the project.

Message	Inputs	Delivery	Frequency
PMO Acceptance	Project Sign-off	Email	One-Time
Equipment Lead times	Purchase Order	Phone/Email	As Needed
Project Plan	Project Kickoff Call	Email	As Needed
Project Status	Katalyst Engineering	Status Call/Email	As Needed
Project Closing	Project Deliverables	Closing Meeting/DocuSign	One-Time

The following table presents contact information for all persons identified as the key project stakeholders and will be included in the communications plan.

For any project delivery concerns, please engage your project manager. If needed, please contact VP, Services.

Name	Title	Email	Phone
Robert Davie	Town Administrator	townadministrator@warrenton.nc.gov	(252) 257-1122
Dylan Warner	Account Manager	dwarner@katalystng.com	(704) 790-4460
Josh Krodel	Sr. Solutions Engineer	jkrodel@katalystng.com	(704) 790-4472
Mike Hulbert	Director of Services	mhulbert@katalystng.com	(704) 790-4449

Services Pricing

Fixed Fee Pricing

The fees associated with this engagement are: \$8,195.00

Payment Schedule & Terms

Payment Schedule

The following payment schedule will be executed for the fees associated with this project.

Service Fees	Amount
SOW Signature - 50%	\$4,097.50
Project Close - 50%	\$4,097.50
Total Fees	\$8,195.00

Payment Terms:

- Hardware, software, and material are not included in this fee and will be billed sepaerately if applicable/incurred in the course of the project.

Client Authorization

By signing below, the customer agrees to the scope of deliverables outlined in this document, the bill of materials as stated in the attached quote, the project pricing as stated in the Project Financial Summary and the terms and conditions as stated in the Katalyst Terms and Conditions Agreement unless otherwise stated in this document.

The customer approves Katalyst to proceed with this project.

Accepted by:

By: Town of Warrenton
Name:
Title:
Date:

By: Katalyst Network Group
Name:
Title:
Date:



Terms & Conditions

The Katalyst Guarantee

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

Services On Fixed Fee Basis

The Customer may suspend, delay, or interrupt the Services upon written notice to Katalyst without terminating this Statement of Work. The Customer may not stop, suspend, delay, or otherwise interrupt delivery of Products ordered by or on behalf of the Customer without Katalyst's prior written consent.

The Customer acknowledges that, because of the nature of the Services, suspension, delay, or interruption of the Services may result in damage, loss, cost, expense, or harm to Customer and Customer's systems and processes. Customer bears the risk of all such damages, losses, costs, expenses, and harm.

If such suspension, delay, or interruption continues for a period of 30 calendar days or more, Customer shall pay Katalyst an amount equal to 5% of the total amount which would have been due and payable by Customer pursuant to this Statement of Work upon completion of the Services pursuant to this Statement of Work. Such fee is intended to compensate Katalyst for its costs and expenses in demobilization and reallocation of assets and personnel for such Services, and it is not intended as a penalty. Such amount is non-refundable and will not be credited against amounts otherwise due by Customer to Katalyst.

If such suspension, delay, or interruption continues for a period of 90 calendar days or more, Customer shall pay Katalyst the total amount which would have been due and payable by Customer pursuant to this Statement of Work upon completion of the Services pursuant to this Statement of Work less amounts already paid by Customer to Katalyst for the Services pursuant to this Statement of Work prior to the suspension, delay, or interruption. Such amount shall be paid in full by Customer upon receipt of Katalyst's invoice for the same, and such amount shall be non-refundable.

If such suspension, delay, or interruption continues for a period of 120 calendar days or more, Katalyst may terminate this Statement of Work without penalty or obligation upon written notice to Customer. Amounts paid to Katalyst shall be non-refundable, and Katalyst shall have no obligation or liability pursuant to this Statement of Work after such termination.

If Customer terminates or cancels this Statement of Work, Customer shall pay Katalyst the total amount which would have been due and payable by Customer pursuant to this Statement of Work upon completion of the Services pursuant to this Statement of Work less amounts already paid by Customer to Katalyst for such Services prior to the termination.

Out of Scope

Areas not specifically addressed in this Statement of Work are considered outside the scope of this project. Changes to this scope as defined in this proposal will require an estimation review and must be approved by mutual agreement between Client and Katalyst. Any changes to the initial design, clarification of assumptions or additions/deletions of features must be documented in a change order form as part of the Katalyst change management process. The goal of the change management process is to properly document and track the requested change in scope. Client will be provided with a detailed description of the work to be performed, impact to the current implementation schedule, risk assessment and cost of the proposed change. The change cost will include any increase or decrease in professional services and equipment.



Non-Disclosure of Proprietary Information

The enclosed material and information is proprietary to, and copyrighted by Katalyst Network Group. This document may not be disclosed in any manner to anyone other than the addressee and employees or representatives of the addressed firm that are directly responsible for evaluation of its contents. This document may not be used in any manner other than for the purpose it was distributed. Any unauthorized use, reproduction, or retransmission in any form without the expressed written consent of Katalyst Network Group is strictly forbidden.

Project Risks and Constraints

A critical step in the Katalyst Project Delivery Methodology is the identification of potential risks and operational constraints which may impact the delivery of our implementation services. A Risk is an unusual or exceptional peril (e.g. legal, physical, financial, technical) that could befall the Project Team in the course of undertaking the work.

A Constraint is an operational reality within the organization's environment that may impede the Project Team's ability to complete its work. As applicable, the Katalyst Project Management Office (PMO) will work with Client to complete a Risk Register to manage the risk/constraint items identified in this SOW. The Risk Register will identify risk owners and specific mitigation actions planned for each risk/constraint item. Project issues that require resolution during implementation may also be tracked in a Risk Register document.

Appendix A – General Assumptions and Requirements

This Statement of Work assumes certain key assumptions as stated below. The parties agree that any changes in the assumptions may result in an adjustment in pricing and the project timeline.

- Client will provide the following:
 - A representative as the central point of contact for the duration of the project.
 - Katalyst engineers with sufficient access and login rights to perform the work as stated in this SOW.
 - Katalyst engineers will have access to all work locations including parking along with safety, access, security, and emergency protocols.
 - All work will be performed during Katalyst normal working hours Monday – Friday between the hours of 8:00 am and 5:00 pm unless specified otherwise in this Statement of Work.
 - Remediation of any action items generated from the initial discovery or identified during the Implementation.
 - If installation of hardware or movement of hardware is a part of the scope, then:
 - All necessary work and building permits as required by law. Adequate space, ventilation, and cooling for all equipment with regards to this project.
 - All product shipments will be tracked on a regular basis. If there is a delay in product shipments preventing work from occurring, Katalyst reserves the right to disengage billable resources from the project. The project will resume when equipment is available at a mutually agreeable date between Katalyst and the client.
 - Adequate electrical outlets, UPS systems and power necessary to implement this project.
 - Necessary Ethernet structured cabling or patch cabling (Category 5 or greater) and/or Fiber Optic patch cables that meet the minimum requirements to implement the above stated solution. Katalyst is not responsible for cabling unless otherwise stated in this document.
 - Necessary systems software, licensing and media unless otherwise stated in this document. (This includes software such as Windows operating system license, active Cisco Smartnet coverage, etc.) Katalyst is not responsible for providing licensing unless otherwise stated in this document.
 - Current and active third-party software and or hardware maintenance support contracts. In the event Katalyst needs to initiate a support request to any vendor's products in support of this engagement on the customer's behalf, customer shall be responsible to either furnish active support contracts or be responsible for any costs incurred by Katalyst for any related support efforts to any third party as applicable.
 - All necessary backup facilities for the backup of devices included in the scope of this project. Any additional servers or related hardware required to implement software deployed as part of this project.
- If the project is placed on hold by the client, Katalyst reserves the right to place all active meetings on hold and disengage billable resources from the project. During this time that the project is on hold, Katalyst will not be responsible for ongoing operational support of the products being installed under this scope of work. Katalyst will resume the project at mutually agreeable time determined by Katalyst and the client.
- At Katalyst's discretion, any confirmed and scheduled work that must be cancelled by the client, may cause project delays to reschedule billable resources. Cancellations within 24 hours of scheduled work occurring may result in a \$1,500 cancellation fee and will be presented in the form of a project change order to the client.

This bid is submitted to:

Town of Warrenton
113 S. Bragg Street
Warrenton, North Carolina 27589
Attn: Robert Davie, Town Administrator
Re: Brehon St Stormwater Improvements

IWALY Inc proposes to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, supplies, labor, etc., necessary to complete the construction of the Brehon Street Stormwater Improvements. The Bidder will complete the Work in accordance with the Contract Documents per the following bid schedule:

Bid Schedule					
No.	Description	Unit	Quantity	Unit Price	Bid Price
1	Mobilization	LS	1	—	—
2	Stormwater Gravity Pipe 0'-6' Depth				
	24" Dual Wall Corrugated HDPE Gravity Pipe	LF	365	—	—
3	Standard Catch Basin/Yard Inlet Box, 0'-6' Depth				
	Curb Drop Inlet w/Double Curb Grate	EA	2	—	—
	Drop Inlet w/Grate	EA	1	—	—
4	Rock Excavation and Removal	CY	64	—	—
5	Asphalt Removal and Replacement (Town Streets)	SY	20	—	—
6	Removal and Replacement of Concrete Curb and Gutter		20	—	—
7	Removal and Replacement of Concrete Driveways, Sidewalks and Flatwork	SY	10	—	—
8	Remove and Replace Wooden Privacy Fencing	LF	150	—	—
9	Select Backfill	CY	10	—	—
10	Extra Stone Stabilization	TON	10	—	—
11	Stone Screenings for Asphalt Protection	LF	20	—	—
12	Clearing and Grubbing	LS	1	—	—
13	Sediment and Erosion Control Devices				
	Silt Fencing	LF	380	—	—
	Silt Fence Stone Outlets	EA	2	—	—
	Inlet Protection	EA	3	—	—
	Temporary Construction Entrance	EA	2	—	—
14	Cleanup, Seeding and Mulching	SY	300	—	—
TOTAL PRICE BID, ITEMS 1-14					\$122,225.00

Payment to the contractor shall be made at the end of the project.

Anticipated start date: May 5, 2025

Length of Construction: 90 days to SC, 120 days to FC

Subcontractor List:
Jimmy Daniel's Pipeline

This Bid is Submitted by:

A Corporation:

Corporation Name: IWALY Inc

State of Jurisdiction of Incorporation: North Carolina

Signed By: 

Printed Name: Joseph Brian Goldberg

Title: Owner/President

License Number: 101412

Submitted On: April 9, 2025



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

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

GRANT PROJECT ORDINANCE

Southern Regional Crescent Commission

BE IT ORDAINED by the Town of Warrenton Town Council that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: The project authorized is the Frontier Warren Accelerator Project to be funded by the Southern Crescent Regional Commission.

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

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

<u>Accelerator Classes</u>	\$ 80,000.00
Total Project Costs	\$ 80,000.00

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

<u>Southern Regional Crescent Commission</u>	\$ 80,000.00
Total	\$ 80,000.00

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

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

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

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

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

Duly adopted this 14th day of February 2025

Hon. Walter M. Gardner, Jr., Mayor

Attest:

Robert Davie, Town Clerk



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

Applications for Fall Round Funding for Water, Sewer, Waste-Water

Required for the applications:

- Resolution to apply for grant funding for all areas
- Resolution updating and adopting the revised WWTP Asset Management Plan
- Resolution updating and adopting the revised 10-Year WWTP Capital Improvements Plan
- Resolution updating and adopting the revised Water and Wastewater Collection systems Asset Management Plan
- Resolution updating and adopting the revised Water and Wastewater Collection 10-Year CIP

Need Board approval for all the above resolutions.

Summary of Applications:

Waste-Water Treatment Plant Rehabilitation

A forty-five-year-old treatment plant requiring immediate attention in multiple areas.

- UV conversion
- Filter Rehab
- Influent pump replacements
- Office Annex
- Flood berm around intake and influent pumps
- Contingency
- Engineering services

Total cost: \$10,050,000

Sewer System Rehabilitation

8,750 LF of Sewer rehab/replacement

Total cost: \$3,750,000

Water System Rehabilitation

15,400 LF of pipe and Fairview tank vault rehabilitation

Total cost: \$4,000,000

RESOLUTION BY TOWN OF WARRENTON BOARD OF COMMISSIONERS

WHEREAS, The Town of Warrenton has need for and intends to construct, plan for, or conduct a study in a project described as Wastewater Treatment Plant Improvements, Phase IV 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 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 14th day of April, 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 of the Town of Warrenton, duly held on the 14th day of April, 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 14th day of April, 2025.

(Signature of Recording Officer)

Robert Davie, Town Administrator

(Name and Title of Recording Officer)



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

RESOLUTION BY THE TOWN COUNCIL OF WARRENTON, NORTH CAROLINA

Adopting and Implementing the Updated Town of Warrenton's Water and Wastewater Collection Systems Asset Management Plans

RESOLUTION BY GOVERNING BODY OF APPLICANT

- WHEREAS, The Town of Warrenton has made a comprehensive effort to compile available information into a single document that presents an inventory and conditional assessment of the Town's water and wastewater collection system infrastructure; and includes a 10-year Capital Improvements Plan with cost estimates; and includes an Operations and Maintenance Plan to ensure the proper management of the water and wastewater collection systems assets; and
- WHEREAS, The plan, as designed, will be updated regularly and will serve the Town well as a management tool for the planning and operation and maintenance of the Town's water and wastewater collection systems; and
- WHEREAS, The plans, originally adopted and implemented on September 9, 2019, were updated and presented to the Town Council of Warrenton during the regular Council meeting held on April 14, 2025 for Council members' review, comment and adoption.

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

that the updated Town of Warrenton's Asset Management Plans for the Water and Wastewater Collection Systems (including the updated 2024/25 thru 2033/34 10-year Capital Improvements Plans are hereby approved this date by the Town Council of the Town of Warrenton.

ADOPTED, this the 14th day of April, 2025 at Warrenton, North Carolina.

Walter Gardner, Mayor

(Seal)

Robert Davie, Town Administrator



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

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

RESOLUTION BY THE TOWN COUNCIL OF WARRENTON, NORTH CAROLINA

Adopting the Updated Town of Warrenton's 10-Year Water and Wastewater Systems Capital Improvements Plan

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The Town of Warrenton operates and maintains a water distribution system and a wastewater collection system, and

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

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

That, the Town of Warrenton Town Council hereby adopts the updated 10-Year Water and Wastewater Capital Improvements Plan as a guidance document for pursuing capital improvement funds to keep the water distribution system and wastewater collection system in good operating order, and

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

ADOPTED, this the 14th day of April, 2025 at Warrenton, North Carolina.

Walter Gardner, Mayor

(Seal)

Robert Davie, Town Administrator



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

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

RESOLUTION BY THE TOWN COUNCIL OF WARRENTON, NORTH CAROLINA

Adopting and Implementing the Updated Town of Warrenton's Wastewater Treatment Plant (WWTP) Asset Management Plan

RESOLUTION BY GOVERNING BODY OF APPLICANT

- WHEREAS, The Town of Warrenton has made a comprehensive effort to compile available information into a single document that presents an inventory and conditional assessment of the Warren County Regional Wastewater Treatment Plant (WWTP); and includes a 10-year Capital Improvements Plan with cost estimates; and includes an Operations and Maintenance Plan to ensure the proper management of the WWTP assets; and
- WHEREAS, The plan, as designed, will be updated regularly and will serve the Town well as a management tool for the planning and operation and maintenance of the WWTP; and
- WHEREAS, The plan, originally adopted and implemented on January 9, 2012, was updated and presented to the Town Council of Warrenton during the regular Council meeting held on April 14, 2025 for Council members' review, comment and adoption.

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

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

ADOPTED, this the 14th day of April, 2025 at Warrenton, North Carolina.

Walter Gardner, Mayor

(Seal)

Robert Davie, Town Administrator



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

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

RESOLUTION BY THE TOWN COUNCIL OF WARRENTON, NORTH CAROLINA

Adopting the Updated Town of Warrenton's 10-Year Wastewater Treatment Plant (WWTP) Capital Improvements Plan

RESOLUTION BY GOVERNING BODY OF APPLICANT

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

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

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

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

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

ADOPTED, this the 14th day of April, 2025 at Warrenton, North Carolina.

Walter Gardner, Mayor

(Seal)

Robert Davie, Town Administrator



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

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

Resolution Authorizing Reimbursements for NC DEQ Grants

Whereas, the Town of Warrenton is awarded grant funds from the State of North Carolina, Department of Environmental Quality;

Whereas, the Town of Warrenton seeks reimbursement for expenditures, as part of these State grants;

Now therefore be it resolved that the Board of Commissioners of the Town of Warrenton do hereby appoint Meredith Valentine, Finance Director, and Robert Davie, Town Administrator as “creator” and “submitter” to EBS, the online grant reimbursement portal.



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

Project	State Project No.	Funding Amount	Procurement Completed	Engineering Contract Signed	Offer & Acceptance Documents
Town-Wide Water System Imp.	SRF-D-2057	\$1,564,600	8/6/24	Pending	O&A received by town 3/20/25, need to be signed and submitted
WWTP Improvements	SRP-W-0220	\$2,000,000	8/6/24	Pending	**O&A submitted for \$750,000 9/10/24, O&A for additional \$1,250,000 not yet rec'd. from DWI
Stormwater Planning	SRP-SW-0007	\$400,000	8/6/24	Pending	O&A docs submitted to DWI 9/9/24
Sanitary Sewer Rehabilitation	SRP-W-0224	\$1,000,000	No	Need procurement first	Not received O&A from DWI to date

STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE

Funding Offer and Acceptance

Legal Name and Address of Award Recipient

Town of Warrenton
PO Box 281
Warrenton, North Carolina 27589

Project Number(s): SRF-D-2057

Assistance Listing Number: 66.468
Unique Entity ID Number: FTDDNQBZNFWS

Funding Program

Drinking Water	<input checked="" type="checkbox"/>	Additional Amount for	Previous Total	Total Offered
Stormwater	<input type="checkbox"/>	Funding Increases		
Wastewater	<input type="checkbox"/>			
State Revolving Fund-Repayable Loan	<input type="checkbox"/>			
State Revolving Fund-Principal Forgiveness	<input checked="" type="checkbox"/>			\$1,564,600
State Reserve Loan	<input type="checkbox"/>			
State Reserve Grant	<input type="checkbox"/>			
State Reserve Earmark (S.L. 2023-134)*	<input type="checkbox"/>			
American Rescue Plan Act - Choose an item.	<input type="checkbox"/>			

Project Description:

Town Wide Water System Improvements

Total Financial Assistance Offer: **\$1,564,600**
Total Project Cost: \$1,564,600
Estimated Closing Fee**: \$31,292
For Loans
Interest Rate: 0% Per Annum
Maximum Loan Term: 20 Years

* Federal conditions and requirements will also apply to S.L. 2023-134 projects co-funded with federal funds.

** Estimated closing fee calculated based on grant and loan amount.

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance.

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

Shadi Eskaf, Director, Division of Water Infrastructure
North Carolina Department of Environmental Quality

DocuSigned by:

Stephanie Suter
ECDB3F178E434D9...

Signing for Shadi Eskaf

3/21/2025

Date

On Behalf of:

Town of Warrenton

Name of Representative in Resolution:

Robert Davie

Title (Type or Print):

Town Administrator

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the attached Assurances and the Standard Conditions.

X

Signature

Date

APPLICABLE STANDARD CONDITIONS***Project Applicant: Town of Warrenton****Project Numbers: SRF-D-2057**

1. **Social Authorities:** Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act, The Age Discrimination Act of 1975, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, and Equal Employment Opportunity (Executive Order No 11246, as amended) which prohibits activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, religion, sex, sexual orientation, gender identity, or national origin.
2. **Environmental Authorities:** National Environmental Act, National Historic Preservation Act, Archeological and Historic Preservation Act, Protection of Wetlands, Flood Plain Management, Farmland Protection Policy Act, Coastal Zone Management Act, Coastal Barriers Resources Act, Wild and Scenic Rivers Act, Endangered Species Act, Essential Fish Habitat and the Safe Drinking Water Act applicability will be determined upon submittal of an Environmental Information Document (EID) during the Engineering Report review process.
3. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
4. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
5. Debarment and Suspension, Executive Order No. 12549: Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
6. The construction contract(s) requires the contractor to adhere to Davis Bacon and Related Acts Provisions and Procedures as listed in the Code of Federal Regulations Chapter 29 Part 5 Section 5 (29 CFR 5.5). Public Law pertaining to this is also enacted in Title 40, United States Code, Subtitle II Section 3141 through Section 3148.
7. As required by H.R. 3547, "Consolidated Appropriations Act, 2014" Section 436, Division G, Title IV, this project is subject to American Iron and Steel provisions. The State provides detailed requirements to be included in the construction contract specifications.
8. Section 603(d)(1)(E) of the Federal Water Pollution Control Act requires subject projects to develop and implement a Fiscal Sustainability Plan (FSP) for projects that involve the repair, replacement or expansion of publicly owned treatment works. Note that FSPs are not required for new treatment works. The certification provided must be submitted regarding compliance with this section of the Act.
9. Section 602(b)(14) of the Clean Water Act requires projects receiving CWSRF funding to comply with Federal engineering procurement guidelines. The State provides a certification form that must be completed prior to receiving funds for any engineering services covered under this funding offer.

10. Pursuant to 2 C.F.R. § 200.216, subrecipients cannot obligate SRF funds to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services (as described in Public Law 115-232, Section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

**Note: 1 does not require anything to be submitted. 8 and 9 apply to the CWSRF only. Details on all of these conditions can be found the EPA Cross-Cutter handbook.*

ASSURANCES

Project Applicant: Town of Warrenton

Project Numbers: SRF-D-2057

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division.
The recipient acknowledges that in the event a milestone contained in the most recent Clean Water State Revolving Fund Intended Use Plan and/or the Letter of Intent to Fund is missed, the Department of Environmental Quality will rescind this Funding Offer.
2. The Applicant is responsible for paying for the costs ineligible for SRF funding.
3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. As of the acceptance of this Funding Award Offer, steps A-D in the SRF Guidance will be complete. These Assurances, likewise, incorporate the most recent version of the SRF Guidance, and the Applicant hereby certifies by accepting this Funding Award Offer that it will adhere to the subsequent steps in the SRF Guidance document. The remaining steps generally govern project design, bidding, contracting, inspection, disbursements, closeout and repayment.
5. The Applicant will provide and maintain adequate engineering supervision and inspection.
6. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
7. All SRF funds loaned shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
8. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.
9. The applicant acknowledges that loan funds contained in this Funding Offer require approval from the North Carolina Local Government Commission before they can be disbursed.



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

RESOLUTION BY BOARD OF COMMISSIONERS OF WARRENTON, NC

- WHEREAS,** the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects, and
- WHEREAS,** the North Carolina Department of Environmental Quality has offered a State Revolving Loan in the amount of **\$1,564,000** for the construction of the Town-Wide Water System Improvements and
- WHEREAS,** the Town of Warrenton intends to construct said project in accordance with the approved plans and specifications,

NOW, THEREFORE, BE IT RESOLVED BY THE (GOVERNING BODY) OF THE (UNIT OF GOVERNMENT):

That the Town of Warrenton does hereby accept the State Revolving Loan offer of **\$1,564,000**.

That the Town of Warrenton does hereby give assurance to the North Carolina Department of Environmental Quality that all items specified in the loan offer, Section II - Assurances will be adhered to.

That Robert Davie, Town Administrator, 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 Town of Warrenton has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 14th day of April at Warrenton, North Carolina.

(Signature of Chief Executive Officer)

April 14, 2025

Date

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **November 14, 2023**.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 1

The Effective Date of this Amendment is: _____.

Background Data:

Effective Date of Owner-Engineer Agreement: November 14, 2023

Owner: Town of Warrenton, NC

Engineer: Municipal Engineering, Inc.

Project: Front Street/Brehon Street Stormwater System Improvements

Nature of Amendment: [Check those that are applicable]

- ☐ Additional Services to be performed by Engineer
- ☒ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☒ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services
- ☒ Modifications to other terms and conditions of the Agreement

Description of Modifications:

1. The Owner has elected to perform all Construction Administration and Construction Observation for the project in-house, therefore the following tasks will be eliminated from the Engineering Services Agreement dated November 14, 2023, as follows:

Task Phase .7 – Construction Administration – To be performed by Owner

Task Phase .8 – Construction Observation – To be performed by Owner

Task Phase .5 – Permitting – No permits were deemed required for the project, therefore the Lump Sum permitting fee of \$5,000 is hereby eliminated from the Engineering Services Agreement.

2. Whereas the Town of Warrenton has elected to utilize plans prepared by Municipal Engineering, Inc. for the Project described herein without the mutual benefit of using the Engineer's standard EJCDC contract conditions, bonds, and insurance requirements, and thus has elected Town labor forces to provide construction administration and observation of the Project. The Town of Warrenton has elected to solicit this work from a Contractor of their choosing. The Town of Warrenton shall hold Municipal Engineering, Inc. harmless for the construction phase of the Project, including, but not limited to the following:
- Any deviation from the Engineering plans prepared by Municipal Engineering, Inc., sealed and dated October 23, 2024, are done so at the Owner's direction and at the Owner's risk;
 - Any damages to public property/infrastructure or private property/structures, resulting from construction activities, within or outside the Limits of Construction (i.e. Temporary and Permanent Construction Easements and public rights-of-way), are the sole responsibility of the Owner;
 - Any off-site erosion and/or sediment runoff resulting from construction activities are the sole responsibility of the Owner;
 - Any change orders requested by the Contractor, including rock excavation and removal, unforeseen circumstances or unanticipated impediments to construction are the sole responsibility of the Owner;
3. The total compensation for services provided per Amendment No. 1 are as follows:

G20062 – Green Hill Pump Station Replacement/Relocation/Upgrade	Original Contract	Amendment No 1	Amended Contract Fee
1 – Project Management	\$10,000		\$10,000
2 – Design Survey	3,500		3,500
3 – Engineering Reports (Not Assigned)	0		0
4 – Engineering Design/Redesign	15,000		15,000
5 – Permitting	5,000	(\$5,000)	0
6 – Bid Phase Services	5,000		5,000
7 – Construction Administration	8,000	(\$8,000)	0
8 – Construction Observation	15,500	(\$15,500)	0
E – Easements/Platting	8,000		8,000
Total Revised Contract Amount	\$70,000	(\$28,500)	\$41,500

Agreement Summary

Original agreement amount:	\$70,000.00
Net change – Amendment No. 1:	(\$28,500.00)
Adjusted Agreement amount:	\$41,500.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

Town of Warrenton, North Carolina

By:

Print

name: Robert Davie

Title: Town Administrator

Date Signed:

ENGINEER:

Municipal Engineering, Inc..

By:

Print

name: Carol Woodie

Title: President

Date Signed:

Nu-Blu Performance Agreement
Venue: Bluebird Festival
Contract Date: 4-1-2025

Agreement made between the parties identified below. The Employer listed below agrees to hire the below identified Artist to perform and the Artist agrees to provide such performance services under the following terms and conditions:

Artist: Nu-Blu , PO Box 681 , Siler City, NC 27344 , 919-427-5851
Employer: Town of Warrenton
Address: PO Box 281, Warrenton, NC, 27589
Phone: 252-213-8047
Email: mcoffman@caststonesystems.com

Venue / Performance Info:

Place of Performance: Bluebird Festival
Address of Performance: 113 S. Bragg St. Warrenton, NC, 27589
Venue Website: <https://www.warrenton.nc.gov/page/easternbluebirdfest>
Date of Performance: 4-26-25
Time of Performance: TBD
Set Length: 90min – or 2 45 min sets
Load In/Sound Check Time: 9am
Payment: \$1800.00
Sound System Provided By: Nu-Blu
Club (%) of Merchandise: 0% (Artist Gets 100% of Sales)
Free Tickets/Guest List #: One per band member

Additional Terms: Parking for bus, 45ft. As close to stage area as possible.

-No unauthorized video or audio recording on show without permission from Nu-Blu or authorized representative of band. No broadcasting of show without permission from Nu-Blu or authorized representative of band.

-Employer shall give no less than seven (7) days notice to band of cancellation of performance or employer agrees to pay band as liquidated damages either one-half (1/2) of the guaranteed fee or 800.00 whichever is the greater.

-The purchaser shall be responsible for all matters pertaining to the promotion and production of the scheduled performances. In any advertisements of this venue, where the name of the band is listed, the name of the band Nu-Blu will be used. Purchaser is acting as sole agent in engaging Nu-Blu for this performance and agrees to take full responsibility that the above conditions are met and that full payment is made as agreed upon. The agreement of the artist to perform is subject to delay and/or cancellation due to sickness, accidents, acts of God, and/or any legitimate condition beyond their control.

-Acceptance of Contract is confirmed by returned signed copy or reply to email with Terms of Contract Accepted.

For Artist: For EMPLOYER:
This Text Serves As Legal Signature
for Nu-Blu (Daniel Routh)
Authorized Representative

Authorized Representative

Daniel Routh
Printed Name

Printed Name

EIN: 562442976

*Employer agrees to return signed copy via regular mail or confirm in return email to Manager, no later than sixty (60) days before performance date.