



**SUGGESTED AGENDA**  
**Work Session in the**  
**Armory Civic Center**  
**501 US Hwy 158 Business E., Warrenton, NC**

**6:00 PM**  
**June 26, 2024**

**Call to Order Work Session – Chairman or Designee**  
***Moment of Silence & Pledge***

## **Work Session Agenda**

### **1. ADOPT SUGGESTED AGENDA**

#### **Conflict of Interest Disclosure Statement**

“Members of the Warren County 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 Board of County 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 today?
- If so, please identify the conflict and refrain from any undue participation in the particular matter involved.

### **2. PUBLIC HEARING: Establish Ebony Fire Service District to Provide Fire Protection and the Annual Levy of Property Taxes for Support and Maintenance of Said District Within Warren County**

- A. Comments from Staff
- B. Citizen Comments on Public Hearing

### **3. INTRODUCTION OF SUMMER INTERNS**

### **4. PRESENTATION - Portals to Prevention: An Innovative Approach to Preventive Cardiology in Collaboration with LKG911 Task Force - Phil Mendys, PharmD, FAHA, CPP**

### **5. PRESENTATION - Emergency Shelters and Facilities Needs Assessment - Ken Krulik, Kerr Tar Regional Council of Governments**

### **6. COUNTY MANAGER UPDATES - Crystal Smith**

### **7. FINANCE OFFICE – Nikki Dickerson**

- A. Consider Approval of Budget Amendment #6 to the FY24 Budget Ordinance

## **8. FOLLOW UP**

- A. Community Center Site - Scope of Work Review and Discussion - Charla Duncan, Community & Economic Development Director

## **9. ACTION ITEMS**

- A. Land Purchase - Land Clearing Inert Debris (LCID) Buffer Requirement - Marshall Brothers, Public Works Director
- B. Consider Approval of Resolution Establishing Ebony Fire Service District to Provide Fire Protection and the Annual Levy of Property Taxes for Supports and Maintenance of Said District Within Warren County
- C. Consider Approval of Update to Section 5-8. Pay Rates for Promotions, Demotions & Reclassification
- D. Consider Adoption of FY25 Budget Ordinance

## **10. CLOSED SESSION IN ACCORDANCE WITH NCGS 143-318.11(a)(5) FOR PERSONNEL MATTERS**

## **11. ADJOURN June 26, 2024 BOARD MEETING**

#### Notice of Public Hearing

Notice is hereby served that the Warren County Board of Commissioners will hold a public hearing on Wednesday, June 26, 2024 during the 6:00 PM work session meeting at the Warren County Armory Civic Center Meeting Room, 501 US Hwy 158 Business E., Warrenton, NC. The purpose of this hearing is to receive citizen's comments regarding: Extension of the Ebony Service Volunteer Fire Department District.

All questions or written comments should be directed to:

**Shiekell D. Richardson**, Warren County Attorney 602 West Ridgeway Street, P.O. Box 619

Warrenton, North Carolina 27589

Telephone: (252) 213-4740

[shiekellrichardson@warrencountync.gov](mailto:shiekellrichardson@warrencountync.gov)

A report containing the following:

A map of the service district and the adjacent territory, showing the present and proposed boundaries of the district;

A statement showing that the area to be annexed meets the standards and requirements of NC.G. S § 153A-303 subsections (a), (b), and (c); and

- A plan for extending services to the area to be annexed.

shall be in the office of the clerk to the Warren County Board of Commissioners for at least two weeks before the date of the public hearing.

All interested citizens are urged to attend this public hearing.

**Jennifer Jordan Pierce**

Warren County Board Commissioners



**WARREN COUNTY FIRE COMMISSION**  
**PO BOX 890**  
**WARRENTON, NC 27589**  
**(252) 257 – 1191 Office**  
**(252) 257 –4974 Fax**



**Tare Davis**  
**Fire Commissioner**

**Chris Tucker**  
**Emergency Services**

To: Warren County Board of Commissioners  
From: Chris Tucker Emergency Services Director  
Re: Ebony Fire Contract  
Date: June 5,2024

**RECOMMENDATION:**

The Warren County Fire Commission would like to present Fire Protection contract for Ebony Volunteer Fire Department. A copy of the planned contact information and a description map for the fire district that will be served are enclosed.

Chris Tucker  
Emergency Services Director



## **Standards:**

For all areas of Warren County, North Carolina outside of municipal limits, NCGS 153A-301 would apply under provision (a) (2) Fire protection. To create such a service district, the Warren County Board of Commissioners must consider the following five (5) elements/standards:

1. **The resident or seasonal population and population density of the proposed district.**  
Within the proposed Ebony Fire Protection Service District, the Geographic Information System (GIS) projects the new service district to be composed of approximately 450 persons, approximately 10 square miles, and an average density of approximately 8 persons per square mile, which is primarily rural population density.
2. **The appraised value of property subject to taxation in the proposed district.**  
According to the Warren County Tax Office, the projected appraised valuation of the property to be included in the Ebony Fire Protection Service District is approximately \$142,354,514, which would be subject to taxation in the proposed service district.
3. **The present tax rates of the county and any cities or special districts in which the district or any portion thereof is located.**  
The county's current tax rate is \$.81 per \$100 valuation.
4. **The ability of the proposed district to sustain the additional taxes necessary to provide the services planned for the district.**  
The current tax rate levy for Warren County for FY 23-24 is \$.8 per \$100 of assessed valuation. The proposed service district tax will apply to all real and personal property in the service district that is subject to the county's general property tax(es). These taxes are subject to the state's general aggregate property tax limit of \$1.50 per \$100 valuation. The Ebony Fire Protection service district would be capped at \$.15 per \$100 valuation on the unified protection service district. Therefore, the county's current tax levy plus the maximum of the unified fire protection service district is under the state's maximum aggregate property tax limit.
5. **Any other matters that the commissioners believe to have bearing on whether the district should be established.**  
Key dynamics are significantly changing in providing fire protection services in North Carolina, principally with shifts in volunteerism trends and with significantly increasing capital costs of providing fire protection and rescue services. Counties are seeking to utilize the most effective and efficient tools provided to them by North Carolina General Statutes to provide services to all residents in the unincorporated areas of the county, seeking to achieve the following goals:

As an overall fire protection service delivery system in the Warren County jurisdiction, better meet the national service delivery standards for volunteer fire departments.

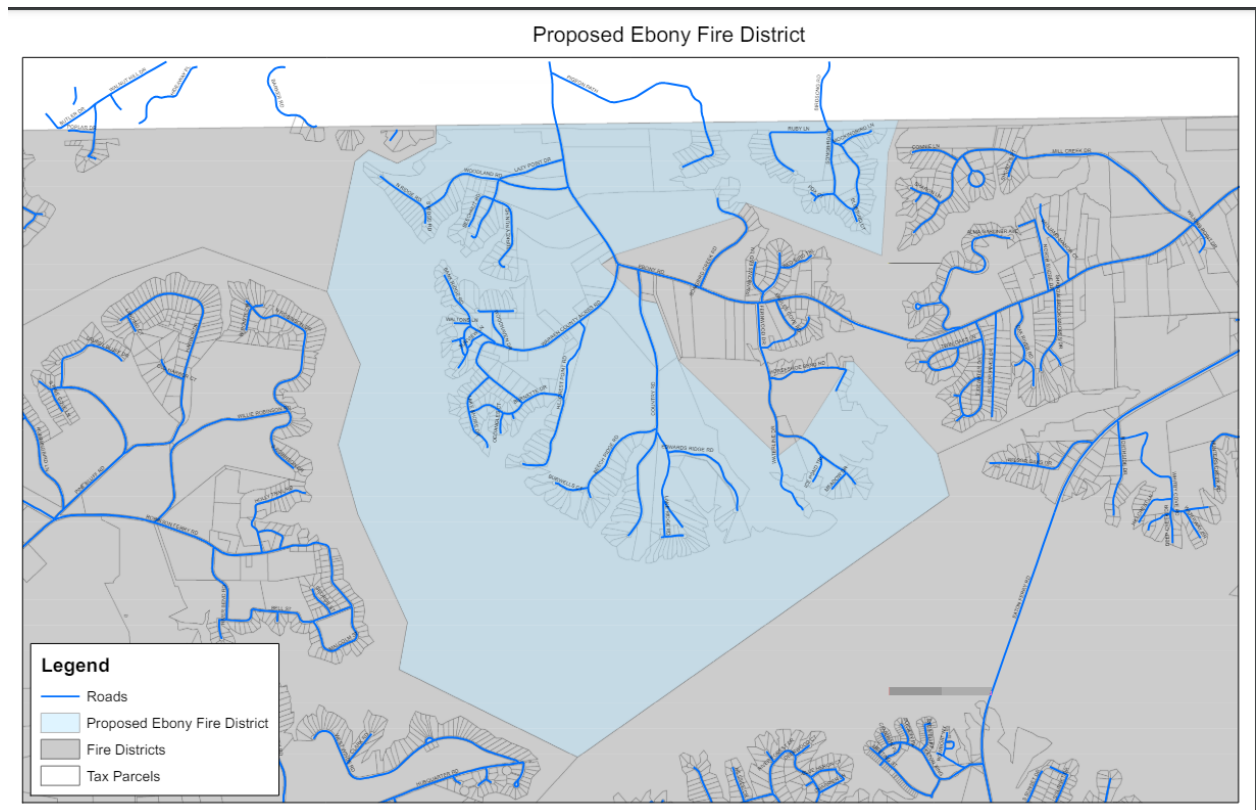
The most common method that many progressive North Carolina counties have and are shifting towards to accomplish the above tasks is a unified fire protection service district

encompassing unincorporated areas of the county (and those municipalities that choose to join the service district).

**Findings:**

1. **There is a demonstrable need for providing fire protection in the district.**

Fire and rescue services are core, essential functions of local government in North Carolina. Warren County has traditionally contracted with private, non-profit corporation fire departments and municipalities to provide fire protection and rescue services. Warren County residents are very dependent upon the fire departments that serve and protect them. The graphic below depicts Ebony Fire District will be within Warren County.



Warren County has a strong need for fire and rescue services and a demonstrated hazard and risk demanding that there be adequate fire and rescue services to provide essential public safety in the unincorporated areas of Warren County.

2. **It is impossible or impracticable to provide those services on a countywide basis.**

Because for decades Warren County Government has outsourced most of the fire and rescue response services through a service contract with private, non-profit corporation fire departments and municipalities, Warren County is not in a position of ownership

of fire apparatus, or fire station facilities. Furthermore, firefighting is a very labor-intensive responsibility and requires many firefighters to provide these essential services. Currently, Warren County does not have the fire apparatus, the fire station facilities nor the firefighters to adequately perform fire protection and rescue services in the proposed fire protection service district. Therefore, it is Warren County's desire to contract with private non-profit corporation fire departments and municipalities to provide these essential services in the service district area moving forward.

Furthermore, it is impractical to provide these fire and rescue services on a countywide. Because of all these factors, it would be completely impractical for Warren County to operate countywide fire and rescue services in the foreseeable future.

**3. It is economically feasible to provide the proposed services in the district without unreasonable or burdensome annual tax levies.**

With a total collective tax valuation of approximately \$142, 354, 514 for the area of consideration for the Ebony Fire Protection Service District, each cent of taxation will yield approximately \$49,824., assuming a 100.00 % collection rate.

Funding from the Ebony Fire Protection Service District may only be able to be used to provide fire and rescue services within the service district. However, NCGS prohibits any funds collected from the fire protection service district to be used for any other purpose than to provide fire and rescue services within the service district.

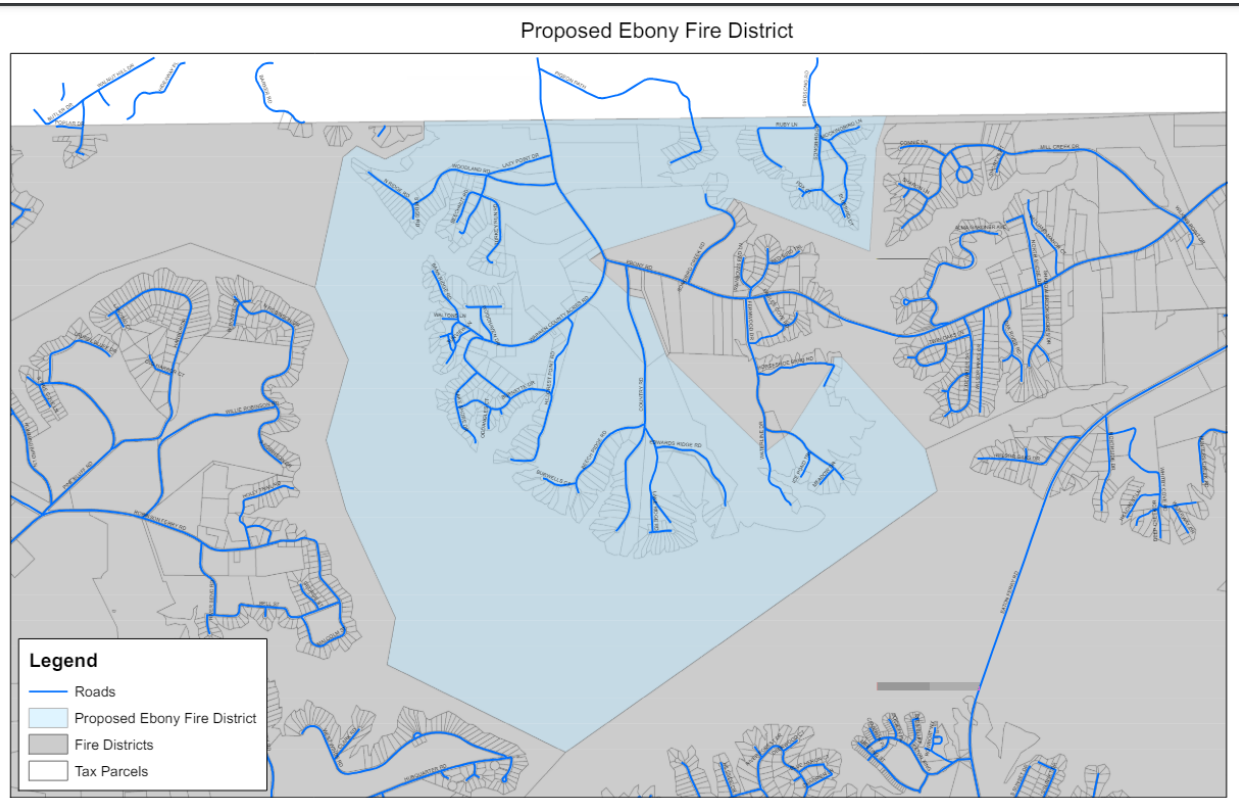
**4. There is demonstrable demand for the proposed services by persons residing in the district.**

The demand for the proposed fire and rescue services in the proposed fire protection service district is best evidenced by the number of emergencies calls for service that consistently occur from residents calling 9-1-1 for emergency assistance with fire, medical or other emergency situations.

**To assist the Warren County Commissioners in making the above determination, a report is included containing the following three (3) components:**

**1. A map of the proposed district showing its proposed boundaries.**

The proposed Ebony Fire Protection Service District will comprise the following area of Warren County.



2. **A statement showing that the proposed fire protection service district meets the five (5) elements/ standards as well as the four (4) key findings as outlined above.**

**The proposed Ebony Fire Protection Service District meets the five (5) elements/ standards as defined in the North Carolina General Statutes in the following ways:**

- 1) Within the proposed Ebony Fire Protection Service District, there are projected to be approximately 450 persons, approximately 10 square miles and an average density of approximately 4 persons per square mile.
- 2) The projected appraised valuation of the property to be included in the Ebony Fire Protection Service District is approximately \$142,354, 514 which would be subject to taxation in the proposed district.
- 3) Warren County's general tax rate is .81 per \$100 valuation.
- 4) The current tax rate levy for Warren County for FY 23-24 is \$.81 cents per \$100 of assessed valuation. The proposed service district tax will apply to all real and personal property in the district that is subject to the county's general property tax(es). These taxes are subject to the state's general aggregate property tax limit of \$1.50 per \$100 valuation. The Warren County Board of Commissioners set a cap of \$.15 per \$100 valuation on the fire protection service district. Therefore, the county's current tax levy plus the maximum of the fire protection service district is under the state's maximum aggregate property tax limit.
- 5) Warren County desires to establish a fire protection service district to provide funding to support the delivery of fire and rescue services in the Ebony Fire Protection service district.

**The Proposed Ebony Fire Protection Service District meets the four (4) key findings as defined in the North Carolina General Statutes in the following ways:**

- 1) As a core and essential function of local government, there is a clear and demonstrable need for fire and rescue services to be provided in the proposed fire protection service district.
- 2) Because of Warren County's history of contracting with private, non-profit fire departments and municipalities to provide fire protection services, it is impossible and impractical for Warren County Government to provide these services directly. The county intends to continue a professional relationship with providers through a performance-based contract.
- 3) Given the comparable tax rates across North Carolina utilized for fire protection, coupled with to the Warren County Board of Commissioners cap the rate of the Ebony Fire Protection Service District at \$.15 per \$100 at this time, it is economically feasible to provide these essential services in the Ebony Fire Protection Service District.

- 4) With response to over 40 emergency calls for service annually, residents in Ebony Fire Protection Service have a clear need for fire and rescue emergency assistance. This level of service has been consistent and with long-term population growth projections, it is anticipated that the call demand for emergency response will only continue to increase moving forward.

3. **A plan for providing fire protection services to the single unified fire protection district.**

Warren County has performance-based contract and execute that contract with private, non-profit fire departments and municipalities in Warren County and in immediately surrounding areas where necessary for the provision of fire and rescue services. The contract represents a best practice document in North Carolina and will reflect similar documents used in other North Carolina counties.

# Portals to Prevention



An innovative approach to preventive cardiology in  
collaboration with the LKG 911 Task Force

*Improving Heart Health in our Communities*

**EDUCATE >>Collaborate>>Coordinate**

Phil Mendys, PharmD, FAHA, CPP



# More than half of US adults will have cardiovascular disease by 2050, research finds



By [Jen Christensen](#), CNN

🕒 4 minute read · Published 5:00 AM EDT, Tue June 4, 2024

About **61% of US adults will have cardiovascular disease by 2050**, new research from the American Heart Association predicts. The biggest driver of this trend will be the large number of people who have or will develop **high blood pressure**, which makes them much more likely to develop dangerous problems like a heart attack or stroke.

**Despite innovations in treatments, heart disease has been the leading killer of Americans [for decades](#), responsible for more than 800,000 deaths [every year](#)**

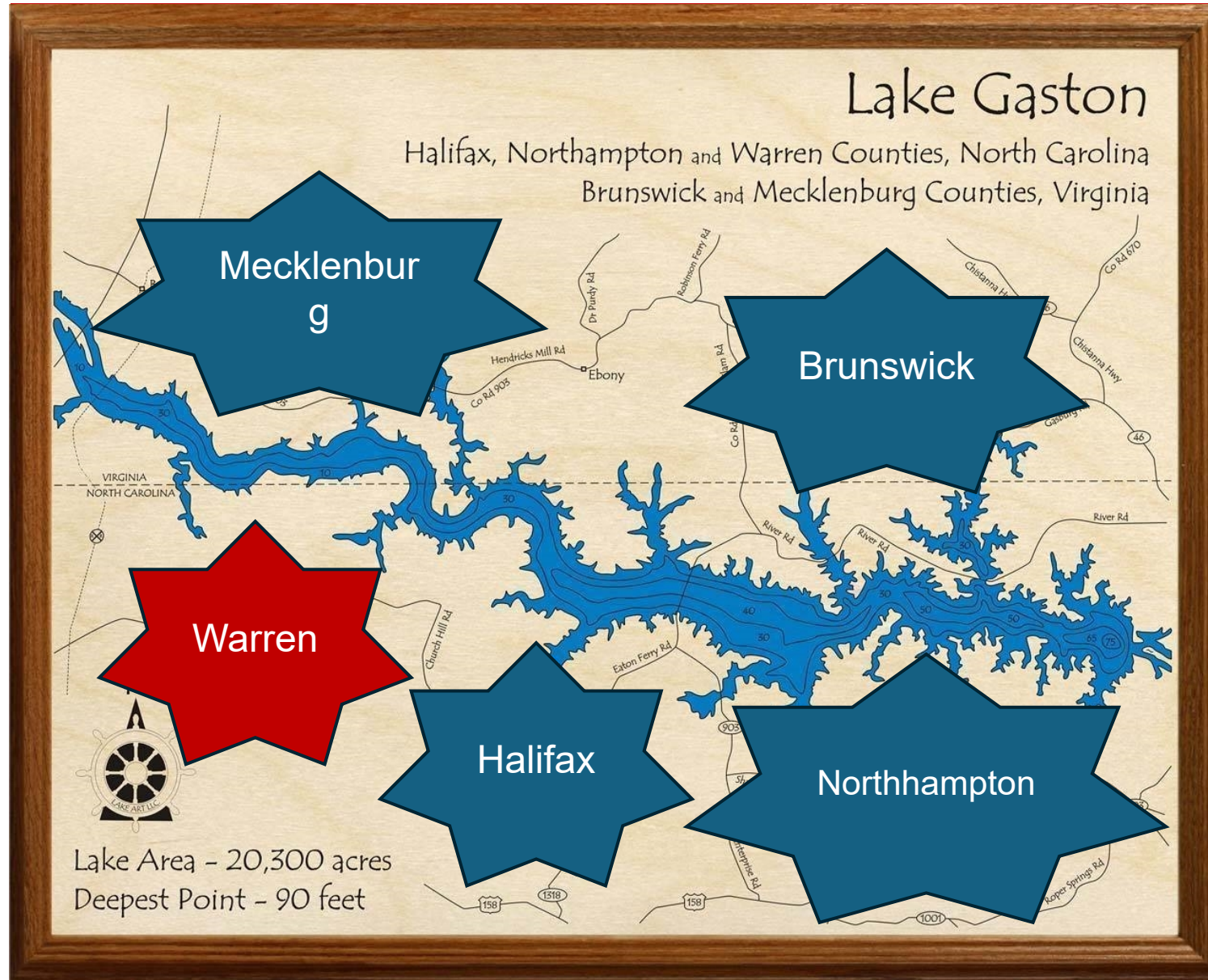
**“Clinical and public health interventions are needed to effectively manage, stem, and even reverse these adverse trends,”** the researchers wrote. One significant change they suggest is the creation of clinical and policy interventions **specifically to help people of color**, who are already disproportionately affected by heart problems and who tend to have less access to basic affordable health care.

**Prevention efforts** to improve population health would also be important, the researchers said, and would **save the US a significant amount of money**. The costs of cardiovascular problems – including direct health care costs and productivity losses – are expected to almost triple to more than \$1.8 trillion by 2050.

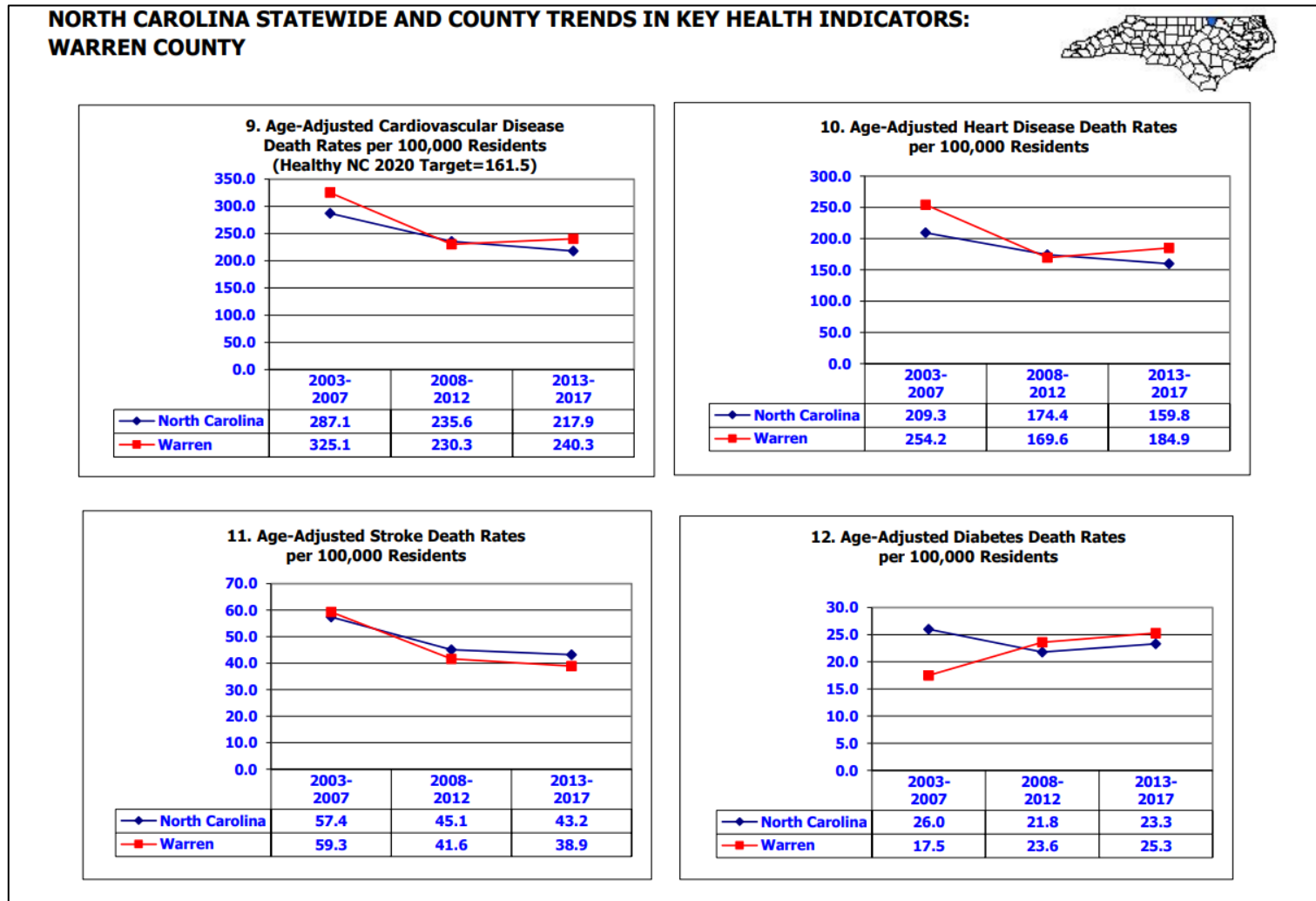
<https://www.cnn.com/2024/06/04/health/cardiovascular-disease-report-2050>



# Lake Gaston Five County Area



# Warren County statistics are improving, but there's still work to be done...



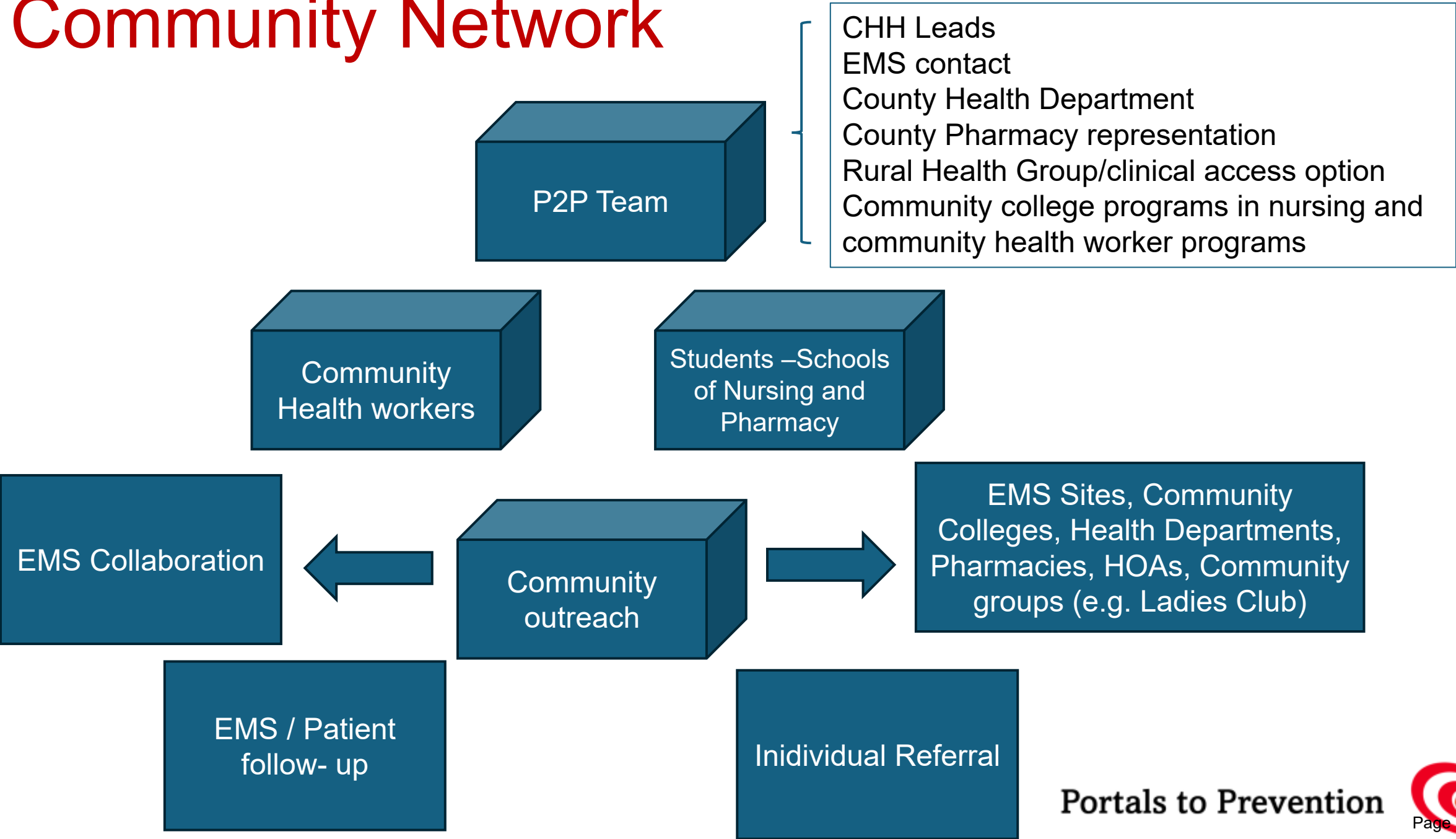
# Education is Key

- ❑ A curriculum focusing on topics in **cardiovascular disease, health literacy and treatment adherence** will be directed at team members, inclusive of potential community health workers.
- ❑ **Community Education** will be offered on topics in cardiovascular disease at a **lay level** with an emphasis on self-empowerment
- ❑ Education will be directed at the **patient level** as individual community health workers and students provide **coordination of care** as deemed appropriate by patients and their families

# Collaboration is Critical

- ❑ As with any successful endeavor, partnerships and engagement are critical. At present, a county-by-county orientation seems reasonable given a variation in partners and resources.
- ❑ Ideally each county would be represented by a point person from the following organizations as outlined in the following slide.
- ❑ The Portals to Prevention initiative is designed to provide parallel support as established by the Lake Gaston 911 Task Force. Community Heart Health will provide outreach education on topics such as hypertension, cholesterol and atrial fibrillation -directed at lay audiences in churches, public health facilities, neighborhoods and other community gatherings. We also have partnered with Drug Co and Futrell's Pharmacies -local chain drug stores - to support outreach and care patients in their respective communities.

# Community Network



# Access and Coordination of Care is our Long-term Goal

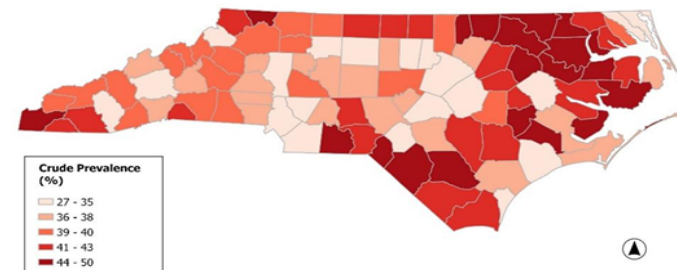
- ❑ Designing an initiative involving various stakeholders to identify, manage, and prevent high-risk cardiac patients requires a comprehensive approach that addresses both medical and social factors.
- ❑ In all county examples we believe the EMS partnerships will be a critical component in leveraging their expertise and experience within the counties they serve.
- ❑ Each County will likely approach the project with a distinct set of partnerships and resources. For example, we have had conversations with the Warren County Health Department and their specific interest in chronic adult diseases, provide great alignment with our project.
- ❑ Leveraging Community College programs or collaboration with community pharmacies may represent unique alternatives based on specific county representation.

# **Q&A + Open Discussion**



# Need to know...

- ❖ The AHA estimates that 300,000 to 400,00 Americans die each year from sudden cardiac death...with **MORE THAN HALF** of these with no prior diagnosis
- ❖ More than **half of U.S. adults** have **high blood pressure-with** many who are **unaware** of it!
- ❖ The CDC estimates that **1 in 4 heart disease deaths are PREVENTABLE!**
- ❖ The **Southeast** has the **highest rate of deaths from stroke**. The “**Stroke Belt**” has nearly **twice the number of strokes** as compared to the **National average**
- ❖ From 2011–2013 to 2020–2022, U.S. **stroke prevalence increased by 7.8%**. Stroke prevalence increased in 10 states, including NC



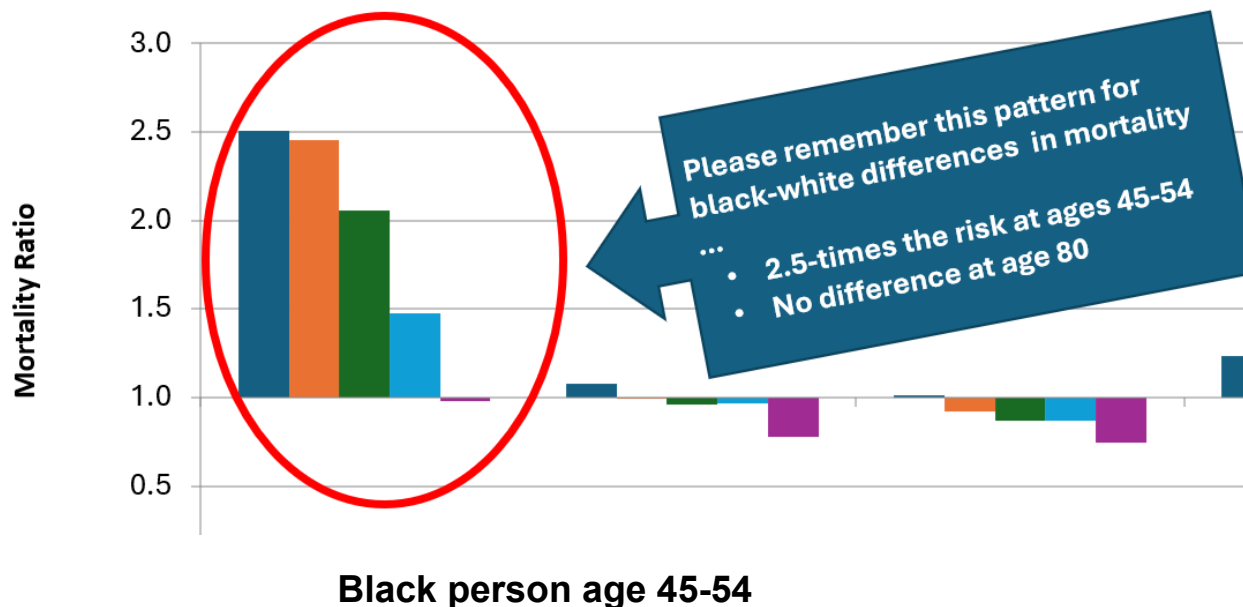
Source: Division of Population Health, National Center for Chronic Disease Prevention and Health Promotion, Centers for Disease Control and Prevention, Atlanta, GA  
Created for NC DPH 04/03/2024

000      **Hypertension Among Adults  
Ages 18+, 2021**

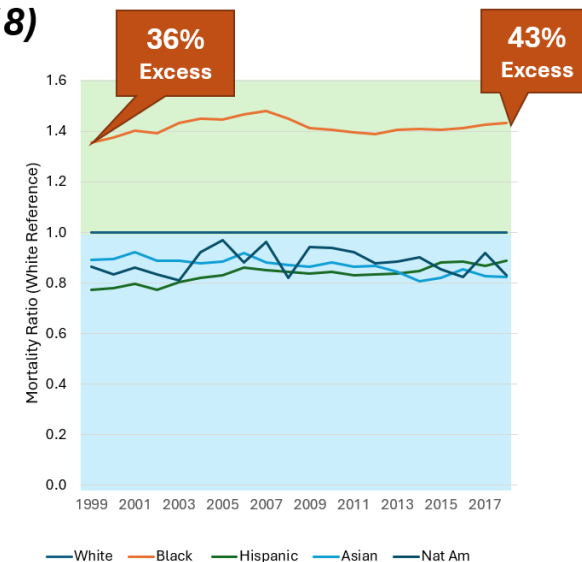
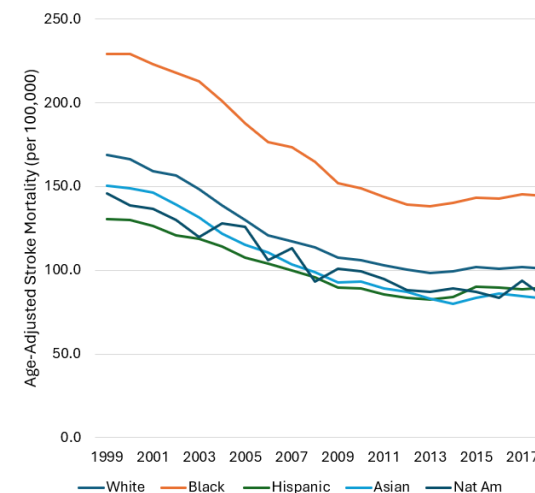


# Additional considerations...

- Heart Disease begins early in life and affects certain populations differently.
- Black individuals are twice as likely to have strokes and Black men are 60% more likely to die from stroke as compared to their white counterparts.
- The racial/ethnic disparities in stroke mortality is 2.5 times greater in younger (age 45-54) individuals and virtually no different in older age.
- Changes in reducing health disparities have changed little over the years.



## Recent Pattern of Racial/Ethnic Disparities in Stroke Mortality(1999 – 2018)



Races are shown for non-Hispanic population, and Hispanic population is shown for all races.

# Portals to Prevention



“Portals to Prevention” is a simple concept based on a series of lectures provided to cardiac rehabilitation patients.

As we **age**, the likelihood of a cardiovascular risk factor or related condition, e.g. diabetes, increases.

Other considerations beyond age are **gender, ethnicity, high blood pressure, cholesterol levels, social economic status, sedentary life-style, diet, and access to care** can all contribute to increased risk.

Each of these also represents a “portal” or **opportunity to take action** to understand our **individual risk** and take steps to improve our health!

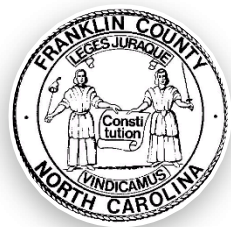


# WARREN COUNTY

## Kerr-Tar Regional COG – Hagerty Consultants Emergency Shelters and Facilities Needs Assessment

# Project Planning Teams

## Kerr-Tar COG and Project Team



Franklin County



Vance County



Granville County



Warren County



Person County

## Hagerty Consulting Project Team



Kyle McPhee  
Project Executive



Jim McIntosh  
Project Manager



Tamara Corpin  
Lead Planner



Avery DeLong  
Planner



Monica Cardin  
Grants Management SME



# Project Goal and Scope

## Project Goal:

- Supported the COG in developing and executing a comprehensive Needs Assessment that identifies gaps in emergency shelters and facilities in the region and provides recommendations to help these assets become more resilient during an emergency event.

## Project Objectives:

- Collected an analysis of gaps and capabilities to target appropriate grants.
- Assisted in grant identification and application processes in order to address identified gaps from the needs assessment.
- Ensure emergency shelters and facilities have the appropriate inventory to accommodate people and service animals safely.



## Warren County Emergency Shelter Facilities

Warren County has seven emergency shelters per this report from the collaborative efforts of Hagerty Consulting and the Kerr-Tar COG :

- Olive Grove Baptist Church
- Roanoke Wildwood Volunteer Fire Department
- Warren County Central Shelter/John Graham Gym
- Warren County Health Facility
- Warren County High School
- Warren County Middle School
- Zion United Methodist Church

# OLIVE GROVE BAPTIST CHURCH

**Services Provided As an Emergency Shelter** - Safe Place to Sleep, Meals, Snacks, Water, and Family Reunification.

**Capacity** - 21 people for overnight sheltering.

**Capabilities** - The church has a paved parking lot with bright lighting to enhance security measures. This well-lit parking lot not only contributes to a safe environment at the shelter but also facilitates logistics, making it easier for deliveries, transportation, and movement of resources needed for shelter operations.

## Areas of Improvement

**Dormitory Concerns:** Limited dormitory space restricts the shelter's ability to provide privacy/comfort to more occupants.

- **Recommendation:** The church may consider budgeting for creative zoning solutions, such as privacy curtains or dividers (create more space for the dormitory area and potentially more areas for childcare, quiet areas, entertainment, etc.).
- **Recommendation:** The church may consider utilizing its external spaces to their fullest potential in order to alleviate its internal dormitory shelter space constraints. The church is in need of more cots, emphasizing the urgent need for additional bedding equipment to accommodate a greater population if needed.
- **Recommendation:** The church could apply for grants specifically designed for emergency shelters to secure funding for essential equipment, including cots.
- **Recommendation:** The church could seek partnerships with local businesses, non-profits, or government agencies that may be willing to donate cots and other dormitory supplies.

# OLIVE GROVE BAPTIST CHURCH - continued

## Areas of Improvement

### Needed Space for Pets:

The church is not accommodating to household pets. This poses an issue because it deters individuals from seeking refuge at this location if they have household pets.

- **Recommendation:** The church may consider creating separate areas for occupants who are allergic to animals. This will create a boundary between those with allergies to animals.
- **Recommendation:** The church may consider collaborating with animal services to seek local animal boarding support. These service providers may offer resources such as trailers or kennels to accommodate pets.
- **Recommendation:** The church may consider seeking partnerships with local businesses or organizations to provide temporary shelter for household pets.

### Service Animal Needs:

The church is not accommodating to service animals which poses an issue as it deters individuals from seeking refuge at this location if they have service animals. Additionally, the church not allowing service animals on its premises infringes on individuals' rights.

- It is recommended that the church institute a policy to accept service animals at its location when operating as an emergency shelter to those in need.



# OLIVE GROVE BAPTIST CHURCH - continued

## Areas of Improvement

### Utility Concerns:

The church's absence of an existing backup power source and a transfer switch for a generator poses vulnerabilities. Without these essential back-up systems, the church's ability to provide a secure and functional environment during emergencies to those seeking refuge can be hindered.

- **Recommendation:** The church can apply for funding that allows it to invest in a reliable backup power system, such as generators, to ensure continuous power during outages.
- **Recommendation:** The church can apply for funding that allows it to invest in a transfer switch that accepts portable generators.
- **Recommendation:** The church might consider applying for grant funding that allows it to procure solar panels. These solar panels, coupled with an efficient battery power storage system, can provide sustainable and reliable power for emergency sheltering purposes.

# ROANOKE WILDWOOD VOLUNTEER FIRE DEPARTMENT

**Services Provided as an Emergency Shelter** - Safe Place to Sleep, Meals, Snacks, Water, Health Services, Disaster Recovery Case Workers, and Family Reunification.

**Capacity** - 50 people for overnight sheltering

## **Capabilities**

**Utilities:** This Fire Department is a full-service facility equipped with backup power capable of operating the entire building if needed. This is crucial for ensuring uninterrupted services during emergencies by maintaining lighting, heating, and essential medical equipment for those seeking refuge.

## **Areas of Improvement**

**Limited Staffing:** The Fire Department, when serving as an emergency shelter, faces the problem of insufficient volunteers and staff. This is due to the fact that most of the shelter's volunteers and staff are firefighters who subsequently have to respond to emergency incidents that are impacting the community.

- **Recommendation:** The Fire Department can facilitate in-person or online campaigns within the community to recruit additional volunteers specifically for emergency shelter duties.
- **Recommendation:** The Fire Department may consider reaching out to retired firefighters or those in reserve capacities who may be willing to contribute their expertise to support the department as an emergency shelter.

# ROANOKE WILDWOOD VOLUNTEER FIRE DEPARTMENT - continued

## Areas of Improvement

### Limited Parking:

The Fire Department has limited parking abilities, which is significant as ample parking is crucial for accommodating both shelter occupants and volunteers. Not only does it limit the options for transportation, but it also limits the opportunities to source deployable resources such as restroom and shower trailers, CASTs, etc.

- **Recommendation:** Collaborate with nearby businesses, schools, or public facilities to secure offsite parking.
- **Recommendation:** Coordinate with local transportation services or companies to provide shuttle services in order to address the department's limited parking. This effort should also ensure that the transportation shuttles are accessible and ADA-compliant.
- **Recommendation:** The department may consider investigating the possibility of using temporary parking solutions, such as gravel lots in remote areas.
- **Recommendation:** While there is limited onsite parking, the Fire Department should consider designating a portion of its spaces those who have access and/or functional needs.

**Needed Space for Pets:** The Fire Department does not have enough space to provide shelter to household pets.

- **Recommendation:** The Fire Department may consider collaborating with animal services to seek local animal boarding support. These service providers may offer resources such as trailers or kennels to accommodate pets such as CASTs.
- **Recommendation:** The Fire Department may consider seeking partnerships with local businesses or organizations to provide temporary shelter for household pets.

# WARREN COUNTY CENTRAL SHELTER/JOHN GRAHAM GYM

**Services Provided As an Emergency Shelter:** Safe Place to Sleep, Meals, Snacks, Water, Health Services, and Family Reunification.

**Capacity:** 500 people for overnight sheltering.

## Capabilities

**Utilities:** The facility is equipped with a power transfer switch. This form of backup power has the ability to secure uninterrupted flows of electricity that can be used to power the entire shelter, including its HVAC systems.

## Areas of Improvement

**Resource Concerns:** The facility has only 125 cots when it is able to host 500 people, emphasizing the urgent need for additional bedding equipment to accommodate a greater population if needed.

- **Recommendation:** The facility could apply for grants specifically designed for emergency shelters to secure funding for essential equipment, including cots.
- **Recommendation:** The facility could seek partnerships with local businesses, non-profits, or government agencies that may be willing to donate cots and other dormitory supplies.
- **Recommendation:** The facility has the ability to secure additional cots through North Carolina Emergency Management (NCEM).

# WARREN COUNTY CENTRAL SHELTER/JOHN GRAHAM GYM - continued

## Areas of Improvement

**Needed Space:** The facility can only accommodate up to 25 household pets. This poses an issue because it may deter individuals from seeking refuge at this location if they are at their maximum capacity for household pets.

- **Recommendation:** The facility may consider collaborating with the County's two animal shelters to seek local animal boarding support. These service providers may offer resources such as trailers or kennels to accommodate pets.
- **Recommendation:** The facility may consider seeking partnerships with local businesses or organizations to provide temporary shelter for household pets.

**Accessibility Features:** Information regarding accessibility features was not shared during the development of this report.

**Recommendation:** The shelter should utilize Red Cross ADA checklists and other relevant resources to evaluate the ADA-compliance of the shelter.

# WARREN COUNTY HEALTH FACILITY

**Services Provided as an Emergency Shelter:** Meals, Snacks, Water, Health Services, Spiritual Care Services, Disaster Recovery Case Workers, Childcare Services, Mental Health Services, Family Reunification, and Warming Shelter.

**Capacity:** 30 people can be serviced when the facility is a warming shelter (facility does not operate as an overnight shelter).

## Capabilities

**Utilities:** This facility is a full-service facility equipped with backup power capable of operating the entire building if needed. This is crucial for securing uninterrupted services during emergencies.

**Alternate Services:** Though the health facility does not operate as an overnight emergency shelter, it does have the resources to operate a cooling or warming center when needed. The health facility's ability to function as a warming and cooling center serves as a vital resource to the community as it secures a safe space for individuals to seek relief from extreme temperatures during emergencies.

## Areas of Improvement

**Limited Staffing:** The health facility, when serving as an emergency shelter, faces the problem of insufficient volunteers and staff. Because of this, the shelter may run into the issue of not being able to provide adequate support and care to those seeking refuge during emergency situations.

- **Recommendation:** The health facility can facilitate in-person or online campaigns within the community to recruit additional volunteers specifically for emergency shelter duties.

# WARREN COUNTY HEALTH FACILITY - continued

## Areas of Improvement

**Needed Space for Pets:** The health facility is not accommodating to household pets. This poses an issue because it deters individuals from seeking refuge at this location if they have household pets.

- **Recommendation:** The health facility may consider creating separate areas for occupants who are allergic to animals. This will create a boundary between those with allergies to animals.
- **Recommendation:** The health facility may consider collaborating with animal services to seek local animal boarding support. These service providers may offer resources such as trailers or kennels to accommodate pets
- **Recommendation:** The health facility may consider seeking partnerships with local businesses or organizations to provide temporary shelter for household pets.

**Service Animal Needs:** The health facility is not accommodating to service animals. This poses an issue because it deters individuals from seeking refuge at this location if they have service animals. Additionally, the church not allowing service animals on its premises infringes on individuals' rights.

- It is recommended that The health facility institutes a policy to accept service animals at its location when operating as an emergency shelter.



# WARREN COUNTY HEALTH FACILITY- continued

## Areas of improvement:

### Needed Health Protocols

The health facility's lack of quarantine services and protocols poses a gap as it hampers the facility's ability to isolate individuals with contagious diseases if an outbreak occurs while they are in operation.

- **Recommendation:** The health facility should consider creating social distancing and hygiene protocols for its occupants.
- **Recommendation:** The health facility may consider budgeting for creative zoning solutions, such as privacy curtains or dividers. These solutions may create more areas for occupants who have an illness or are experiencing symptoms.

# WARREN COUNTY HIGH SCHOOL

**Services Provided as an Emergency Shelter:** Safe Place to Sleep Meals, Snacks, Water, Health Services, Disaster Recovery Case Workers, and Family Reunification.

**Capacity:** 500 people for overnight sheltering.

## Capabilities

**Utilities:** The high school is equipped with a power transfer switch and a portable generator. These backup power sources have the ability to secure uninterrupted flows of electricity that can be used to power the entire school.

## Areas of Improvement

### Operational Concerns:

The school is in need of more cots, emphasizing the urgent need for additional bedding equipment to accommodate a greater population if needed.

- **Recommendation:** The school could apply for grants specifically designed for emergency shelters to secure funding for essential equipment, including cots.
- **Recommendation:** The school could seek partnerships with local businesses, non-profits, or government agencies that may be willing to donate cots and other dormitory supplies.

# WARREN COUNTY HIGH SCHOOL - continued

## Areas of Improvement

**Utility Concerns:** Though the school does have a portable generator and a transfer switch to power the school, the transfer switch does not have the ability to run the Heating, Ventilation, and Air Conditioning (HVAC). Not only should an emergency shelter have an HVAC system to maintain a comfortable indoor environment for its occupants, but it is also needed to reduce the risk of airborne diseases.

- **Recommendation:** The high school may want to consider applying for grant funding that allows it to procure a transfer switch that has the ability to power HVAC systems. If obtained, this backup transfer switch could allow the emergency shelter to mobilize as cooling and heating centers if needed.
- **Recommendation:** The school might consider applying for grant funding that allows it to procure solar panels. These solar panels, coupled with an efficient battery power storage system, can provide sustainable and reliable power to HVAC systems.
- **Recommendation:** The high school may consider procuring portable HVAC units. These units are powered by batteries and have the ability to move to different rooms and areas as needed.

# WARREN COUNTY MIDDLE SCHOOL

**Services Provided as an Emergency Shelter:** Safe Place to Sleep Meals, Snacks, Water, Health Services, Childcare Services, and Family Reunification.

**Capacity:** 250 people for overnight sheltering.

**Capabilities:** *N/A This emergency shelter does not get utilized during emergencies since other shelters in the County maintain a more functional environment.*

## **Areas of Improvement - Utility Concerns:**

The school's absence of an existing backup power source and a transfer switch for a generator poses vulnerabilities. Without these essential back-up systems, the school's ability to provide a secure and functional environment during emergencies to those seeking refuge can be hindered.

- **Recommendation:** The school can apply for funding that allows it to invest in a reliable backup power system, such as generators, to ensure continuous power during outages.
- **Recommendation:** The school can apply for funding that allows it to invest in a transfer switch that accepts portable generators.

# WARREN COUNTY MIDDLE SCHOOL – continued

## Operational Concerns:

The middle school lacks cots for occupants to sleep on. This highlights a critical need for bedding and sleeping arrangements to ensure the well-being and comfort of those seeking refuge during emergencies.

- **Recommendation:** The school could apply for grants specifically designed for emergency shelters to secure funding for essential equipment, including cots.
- **Recommendation:** The school could seek partnerships with local businesses, non-profits, or government agencies that may be willing to donate cots and other dormitory supplies.

## Accessibility Accommodations:

The school's ADA capabilities are not fully known at the time of this report.

**Recommendation:** In order to make sure that the school appropriately operates as an emergency shelter that caters to all individuals in the community, the school should execute a Needs Assessment evaluation to identify needed accessibility features. The school may consider using the Kerr-Tar Emergency Shelter Checklist to aid them in this effort.

# ZION UNITED METHODIST CHURCH

**Services Provided as an Emergency Shelter:** Safe Place to Sleep, Meals, Snacks, Water, and Spiritual Care Services.

**Capacity:** 50 people for overnight sheltering.

**Capabilities:** *N/A. This emergency shelter does not get utilized during emergencies since other shelters in the County maintain a more functional environment.*

## **Areas of Improvement - Utility Concerns:**

The church's absence of an existing backup power source and a transfer switch for a generator poses vulnerabilities. Without these essential back-up systems, the church's ability to provide a secure and functional environment during emergencies to those seeking refuge can be hindered.

- **Recommendation:** The church can apply for funding that allows it to invest in a reliable backup power system, such as generators, to ensure continuous power during outages.
- **Recommendation:** The church can apply for funding that allows it to invest in a transfer switch that accepts portable generators.
- **Recommendation:** The church might consider applying for grant funding that allows it to procure solar panels. These solar panels, coupled with an efficient battery power storage system, can provide sustainable and reliable power for emergency sheltering purposes.

## ZION UNITED METHODIST CHURCH – continued

**Operational Concerns:** The church lacks cots for occupants to sleep on. This highlights a critical need for bedding and sleeping arrangements to ensure the well-being and comfort of those seeking refuge during emergencies.

- **Recommendation:** The church could apply for grants specifically designed for emergency shelters to secure funding for essential equipment, including cots.
- **Recommendation:** The church could seek partnerships with local businesses, non-profits, or government agencies that may be willing to donate cots and other dormitory supplies.

**Needed Space for Pets:** The church is not accommodating to household pets. This poses an issue because it deters individuals from seeking refuge at this location if they have household pets.

- **Recommendation:** The church may consider creating separate areas for occupants who are allergic to animals. This will create a boundary between those with allergies to animals.
- **Recommendation:** The church may consider collaborating with animal services to seek local animal boarding support. These service providers may offer resources such as trailers or kennels to accommodate pets.
- **Recommendation:** The church may consider seeking partnerships with local businesses or organizations to provide temporary shelter for household pets.

## ZION UNITED METHODIST CHURCH - continued

**Service Animal Needs:** The church is not accommodating to service animals (poses an issue as it deters individuals from seeking refuge at this location if they have service animals). Additionally, the church not allowing service animals on its premises infringes on individuals' rights. It is recommended that the church institute a policy to accept service animals at its location when operating as an emergency shelter.

**Limited Space:** The church's limited space poses concerns as it restricts the shelter's ability to provide privacy and comfort to occupants. Adequate spaces for various needs contribute to the overall well-being of individuals seeking refuge.

- **Recommendation:** The church may consider budgeting for creative zoning solutions, such as privacy curtains or dividers. These solutions may create more areas for childcare, quiet areas, entertainment, etc.
- **Recommendation:** The church may consider utilizing its external spaces to their fullest potential in order to alleviate its internal shelter space constraints.

**Limited Emergency Services:** The church's lack of medical and hygiene services poses a significant issue, as access to these services is essential to the well-being and health of occupants. Without proper medical facilities and hygiene services, the shelter may struggle to address health concerns, maintain sanitation standards, and respond effectively to medical emergencies.

- **Recommendation:** Church may consider collaborating with local healthcare providers/organizations for onsite medical clinics.
- **Recommendation:** The Church can explore the possibility of contracting with mobile health clinics that can visit the shelter periodically to provide medical services.



## ZION UNITED METHODIST CHURCH - continued

- **Limited Emergency Services – continued:**

- **Recommendation:** The church can seek volunteers from the medical community to provide health services to their shelter during emergencies.

**Recommendation:** The church can provide pre-made sanitation kits to occupants when they first arrive at the shelter. This kit can include disinfectant supplies as well as sanitation brochures educating occupants on how to keep themselves and their area clean.

**Warren County Facilities Summary:** All shelters shared similar areas of improvement, such as limited dormitory space, a need for more cots, and limited capacity to accommodate household pets.

Though there are areas of improvement at these shelters, the County is focusing its various resources on the [John Graham Gym shelter](#) so that it can operate as the [County's Central Shelter once completed](#).

- A few, yet impactful, strengths that can be found at this shelter is that it is large enough to support 500 occupants and is already equipped with a generator and power transfer switch.
- As the County continues to focus its attention and resources on this shelter, its capabilities will continue to grow.



Ken Krulik, AICP CZO  
Independent Planning Contractor  
Kerr-Tar COG  
252-436-2040 ext. 2008  
[kkrulik@kerrtarcog.org](mailto:kkrulik@kerrtarcog.org)

# ***MEMORANDUM***

**TO:** Warren County Board of Commissioners

**FROM:** Nikki Dickerson, Finance Director

**DATE:** June 26, 2024

**RE:** Recommendation for Approval of Budget Ordinance Amendment #6

---

## **Background**

Budget Amendment #6 (see attached) to the FY 2024 Budget Ordinance is being presented for approval. This amendment does the following:

1. Re-allocates funds initially budgeted in Human Resources budget for COLA and Retention Adjustments to the departments and/or funds to which they pertain.
2. Records subscription based IT agreements per the GASB 96 standard that became required this FY.
3. Increase appropriations in the Fire Services fund to ensure department (Smith Creek) is adequately funded to ensure no over expenditure violation. This is to ensure the County is in Compliance with the Local Government Budget and Fiscal Control Act.
4. Increase appropriations in the Solid Waste Enterprise fund to ensure department is adequately funded to ensure no over expenditure violation. This is to ensure the County is in Compliance with the Local Government Budget and Fiscal Control Act.
5. Increase appropriations in the Regional Water System Enterprise fund to ensure department is adequately funded to ensure no over expenditure violation. This is to ensure the County is in Compliance with the Local Government Budget and Fiscal Control Act.
6. Increase appropriations in the District I Water System Enterprise fund to ensure department is adequately funded to ensure no over expenditure violation. This is to ensure the County is in Compliance with the Local Government Budget and Fiscal Control Act.
7. Increase appropriations in the District III Water System Enterprise fund to ensure department is Adequately funded to ensure no over expenditure violation. This is to ensure the County is in Compliance with the Local Government Budget and Fiscal Control Act.
8. Increase appropriations in the John Graham Gym Project fund to ensure department is Adequately funded to ensure no over expenditure violation. This is to ensure the County is in Compliance with the Local Government Budget and Fiscal Control Act.

**AMENDMENT TO THE WARREN COUNTY BUDGET ORDINANCE**  
**2023/2024**  
**Amendment No. 6**

**Section 1** of the Warren County Budget Ordinance, pertaining to the General Fund operations of the County, shall be amended as follows:

Increase/(Decrease) Appropriations:

|                              |        |        |           |
|------------------------------|--------|--------|-----------|
| Human Resources              | 104121 | 549913 | (706,500) |
| Economic Development         | 104920 | 569940 | (54,500)  |
| County Manager               | 104120 | 512000 | 20,000    |
| Fleet                        | 104122 | 512000 | 15,000    |
| Finance                      | 104130 | 519900 | 7,500     |
| Register of Deeds            | 104180 | 512000 | 15,000    |
| Miscellaneous Appropriations | 104199 | 560003 | 25,000    |
| Information Technology       | 104210 | 519900 | 60,000    |
| Deputy - Child Support       | 104311 | 512000 | 25,000    |
| Central Communications       | 104312 | 512000 | 60,000    |
| Emergency Services           | 104330 | 512000 | 25,000    |
| Code Enforcement             | 104350 | 512000 | 30,000    |
| EMS                          | 104370 | 512000 | 350,000   |
| Planning                     | 104910 | 512000 | 50,000    |
| Soil Conservation            | 104960 | 512000 | 10,000    |
| Health Department            | 105100 | 512000 | 25,000    |
| JCPC                         | 105202 | 526400 | 5,000     |
| Boys and Girls Club          | 105216 | 563001 | 1,000     |
| DSS Local Assistance         | 105320 | 565503 | 5,000     |
| Child Support                | 105340 | 512000 | 5,000     |
| Veterans Services            | 105820 | 512000 | 5,000     |
| Armory                       | 106124 | 533000 | 7,500     |
| Transfer to Other Funds      | 109800 | 598056 | 15,000    |

**Total** **\$ -**

**Section 1** of the Warren County Budget Ordinance, pertaining to the General Fund operations of the County, shall be amended as follows:

Increase/(Decrease) Appropriations:

|                                 |        |        |             |
|---------------------------------|--------|--------|-------------|
| Subscriptions - Lease Financing | 100600 | 495000 | (1,180,542) |
| Finance                         | 104130 | 519900 | (2,250)     |
| Central Communications          | 104312 | 526100 | (2,250)     |
| Emergency Services              | 104330 | 535200 | (1,480)     |
| EMS                             | 104370 | 532100 | (19)        |
| County Commissioners            | 104110 | 519400 | 21,718      |
| Human Resources                 | 104121 | 549100 | 850         |
| Finance                         | 104130 | 519900 | 74,943      |
| Finance                         | 104130 | 529000 | 2,694       |
| Finance                         | 104130 | 544000 | 281,641     |
| Finance                         | 104130 | 549100 | 567         |

|                        |        |        |         |
|------------------------|--------|--------|---------|
| Tax                    | 104146 | 519400 | 165,722 |
| County Attorney        | 104150 | 549100 | 1,868   |
| Register of Deeds      | 104180 | 519400 | 203,265 |
| Information Technology | 104210 | 519900 | 236,526 |
| Information Technology | 104210 | 549100 | 503     |
| Sheriff Office         | 104310 | 519900 | 18,316  |
| Central Communications | 104312 | 526100 | 16,757  |
| Emergency Services     | 104330 | 532100 | 5,212   |
| Emergency Services     | 104330 | 535200 | 6,243   |
| EMS                    | 104370 | 519400 | 26,198  |
| EMS                    | 104370 | 532100 | 70,435  |
| DSS Administration     | 105300 | 529000 | 51,932  |
| Veteran Services       | 105820 | 549100 | 567     |
| Recreation             | 106120 | 549100 | 587     |

**Total** **\$ -**

**Section 4** of the Warren County Budget Ordinance, pertaining to the Fire Service operations of the County, shall be amended as follows:

Increase/(Decrease) Expenditures:

|               |               |                  |
|---------------|---------------|------------------|
| Fire Services | 274341-569914 | 45,717           |
| <b>Total</b>  |               | <b>\$ 45,717</b> |

**Section 5** of the Warren County Budget Ordinance, pertaining to the Fire Service operations of the County, shall be amended as follows:

Increase/(Decrease) Revenues:

|               |               |                  |
|---------------|---------------|------------------|
| Fire Services | 270100-410011 | 45,717           |
| <b>Total</b>  |               | <b>\$ 45,717</b> |

**Section 6** of the Warren County Budget Ordinance, pertaining to the Solid Waste Enterprise Fund operations of the County, shall be amended as follows:

Increase/(Decrease) Expenditures:

|                     |               |                  |
|---------------------|---------------|------------------|
| Solid Waste Program | 664720-512000 | 50,000           |
| <b>Total</b>        |               | <b>\$ 50,000</b> |

**Section 7** of the Warren County Budget Ordinance, pertaining to the Solid Waste Enterprise Fund operations of the County, shall be amended as follows:

Increase/(Decrease) Revenues:

|                     |               |           |
|---------------------|---------------|-----------|
| Solid Waste Program | 660000-391000 | \$ 50,000 |
|---------------------|---------------|-----------|

|              |  |           |               |
|--------------|--|-----------|---------------|
| <b>Total</b> |  | <b>\$</b> | <b>50,000</b> |
|--------------|--|-----------|---------------|

**Section 9** of the Warren County Budget Ordinance, pertaining to the Regional Water System Enterprise Fund operations of the County, shall be amended as follows:

Increase/(Decrease) Expenditures:

|                       |               |    |         |
|-----------------------|---------------|----|---------|
| Regional Water System | 627120-527002 | \$ | 350,000 |
|-----------------------|---------------|----|---------|

|              |  |           |                |
|--------------|--|-----------|----------------|
| <b>Total</b> |  | <b>\$</b> | <b>350,000</b> |
|--------------|--|-----------|----------------|

**Section 10** of the Warren County Budget Ordinance, pertaining to the Regional Water System Enterprise Fund operations of the County, shall be amended as follows:

Increase/(Decrease) Revenues:

|                       |               |    |         |
|-----------------------|---------------|----|---------|
| Regional Water System | 620000-391000 | \$ | 350,000 |
|-----------------------|---------------|----|---------|

|              |  |           |                |
|--------------|--|-----------|----------------|
| <b>Total</b> |  | <b>\$</b> | <b>350,000</b> |
|--------------|--|-----------|----------------|

**Section 11** of the Warren County Budget Ordinance, pertaining to the District I Water System Enterprise Fund operations of the County, shall be amended as follows:

Increase/(Decrease) Expenditures:

|                                    |               |    |        |
|------------------------------------|---------------|----|--------|
| District I Water System Enterprise | 657100-527002 | \$ | 60,000 |
|------------------------------------|---------------|----|--------|

|              |  |           |               |
|--------------|--|-----------|---------------|
| <b>Total</b> |  | <b>\$</b> | <b>60,000</b> |
|--------------|--|-----------|---------------|

**Section 12** of the Warren County Budget Ordinance, pertaining to the District I Water System Enterprise Fund operations of the County, shall be amended as follows:

Increase/(Decrease) Revenues:

|                                    |               |    |        |
|------------------------------------|---------------|----|--------|
| District I Water System Enterprise | 650000-391000 | \$ | 60,000 |
|------------------------------------|---------------|----|--------|

|              |  |           |               |
|--------------|--|-----------|---------------|
| <b>Total</b> |  | <b>\$</b> | <b>60,000</b> |
|--------------|--|-----------|---------------|

**Section 15** of the Warren County Budget Ordinance, pertaining to the District III Water System Enterprise Fund operations of the County, shall be amended as follows:

Increase/(Decrease) Expenditures:

|                                      |               |    |         |
|--------------------------------------|---------------|----|---------|
| District III Water System Enterprise | 737190-527002 | \$ | 160,000 |
|--------------------------------------|---------------|----|---------|

|              |  |                   |
|--------------|--|-------------------|
| <b>Total</b> |  | <b>\$ 160,000</b> |
|--------------|--|-------------------|

**Section 16** of the Warren County Budget Ordinance, pertaining to the District III Water System Enterprise Fund operations of the County, shall be amended as follows:

Increase/(Decrease) Revenues:

|                                      |  |            |
|--------------------------------------|--|------------|
| District III Water System Enterprise |  | \$ 160,000 |
|--------------------------------------|--|------------|

|              |  |                   |
|--------------|--|-------------------|
| <b>Total</b> |  | <b>\$ 160,000</b> |
|--------------|--|-------------------|

**Section 17** of the Warren County Budget Ordinance, pertaining to the Enhanced 911 System Fund operations of the County, shall be amended as follows:

Increase/(Decrease) Expenditures:

|           |               |            |
|-----------|---------------|------------|
| E911 Fund | 224325-544000 | \$ 237,747 |
|-----------|---------------|------------|

|              |  |                   |
|--------------|--|-------------------|
| <b>Total</b> |  | <b>\$ 237,747</b> |
|--------------|--|-------------------|

**Section 18** of the Warren County Budget Ordinance, pertaining to the Enhanced 911 System Fund operations of the County, shall be amended as follows:

Increase/(Decrease) Revenues:

|                                 |               |            |
|---------------------------------|---------------|------------|
| Subscriptions - Lease Financing | 220600-496000 | \$ 237,747 |
|---------------------------------|---------------|------------|

|              |  |                   |
|--------------|--|-------------------|
| <b>Total</b> |  | <b>\$ 237,747</b> |
|--------------|--|-------------------|

**Section 19** of the Warren County Budget Ordinance, pertaining to the John Graham Project Fund operations of the County, shall be amended as follows:

Increase/(Decrease) Expenditures:

|                     |               |           |
|---------------------|---------------|-----------|
| John Graham Project | 425350-519503 | \$ 13,155 |
|---------------------|---------------|-----------|

|              |  |                  |
|--------------|--|------------------|
| <b>Total</b> |  | <b>\$ 13,155</b> |
|--------------|--|------------------|

**Section 20** of the Warren County Budget Ordinance, pertaining to the John Graham Project Fund operations of the County, shall be amended as follows:

Increase/(Decrease) Revenues:

|                     |               |           |
|---------------------|---------------|-----------|
| John Graham Project | 420000-391000 | \$ 13,155 |
|---------------------|---------------|-----------|

|              |  |                  |
|--------------|--|------------------|
| <b>Total</b> |  | <b>\$ 13,155</b> |
|--------------|--|------------------|

**This amendment:**

- Re-allocated funds initially budgeted in Human Resources budget for COLA and Retention Adjustments to the departments and/or funds to which they pertain.
- To record subscription based IT agreements per the GASB 96 standard that became required this FY.
- Increase appropriations in the Fire Services fund to ensure department (Smith Creek) is adequately funded to ensure no over expenditure violation. This is to ensure the County is in compliance with the Local Government Budget and Fiscal Control Act.

Funding Source: Fire Tax Revenue

- Increase appropriations in the Solid Waste Enterprise fund to ensure department is adequately funded to ensure no over expenditure violation. This is to ensure the County is in compliance with the Local Government Budget and Fiscal Control Act.

Funding Source: Solid Waste Fund Balance

- Increase appropriations in the Regional Water System Enterprise fund to ensure department is adequately funded to ensure no over expenditure violation. This is to ensure the County is in compliance with the Local Government Budget and Fiscal Control Act.

Funding Source: Regional Water System Fund Balance

- Increase appropriations in the District I Water System Enterprise fund to ensure department is adequately funded to ensure no over expenditure violation. This is to ensure the County is in compliance with the Local Government Budget and Fiscal Control Act.

Fund Source: District I Fund Balance

- Increase appropriations in the District III Water System Enterprise fund to ensure department is adequately funded to ensure no over expenditure violation. This is to ensure the County is in compliance with the Local Government Budget and Fiscal Control Act.

Funding Source: District III Fund Balance

- Increase appropriations in the John Graham Gym Project fund to ensure department is adequately funded to ensure no over expenditure violation. This is to ensure the County is in compliance with the Local Government Budget and Fiscal Control Act.

Funding Source: Project Fund

Respectfully Submitted 6/26/2024

Nikki Dickerson

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To: Warren County Board of Commissioners

Through: Crystal Smith, Interim County Manager

From: Charla Duncan, Community & Economic Development Director

Re: Design work for 40-acre community center site

### **Background**

Through a competitive RFP process, a Warren County staff steering committee comprised of the County Manager's Office, the Senior Center, Parks and Recreation, and Community and Economic Development has selected CPL Architects and Engineers, PC to move forward on feasibility and design services for the 40-acre future community center site.

The scope of work for this project is anticipated to run approximately ten (10) months from contract execution. The proposed scope of work from CPL includes:

#### **Task 1- Community Engagement**

- Two (2) in-person community engagement events around amenities/facilities (county staff will be encouraged to attend one or both; one may be during the daytime with multiple times so staff can attend and the other at night)
- One (1) virtual session with Commissioners and County Manager (time/format TBD)
- One (1) joint in-person engagement with the Parks and Recreation Commission members and the Aging Advisory Council.
- One (1) in-person meeting with neighboring property owners
- Initial meeting with steering committee to review:
  - Goals and objectives, including County priorities
  - Confirm Community Engagement approach and potential stakeholders
  - Discuss initial building program components
  - Review potential programs to be offered in the new facility

#### **Task 2- Site Evaluation and Master Plan**

- Site Investigation Report
- Site Data Summary including zoning, parcel info, parking requirements
- Environmental: Identify potential environmental constraints and associated buffers. Description of existing context such as topography, hydric soils, existing drainage patterns, standing water, culverts, wetlands.
- Land Use Overview and Programming: Provide a narrative of existing site and adjacent land uses and identify any potential conflicts that may alter or affect the

site layout and approvals. Evaluate the possibility of private sector/partner organization adjacencies. (3 virtual calls with potential partners are included)

- Traffic Access Overview: Provide a narrative of existing roads, lanes, width, etc needed to accommodate the project. A traffic study is not included.
- Utility Demands and Services Overview: Provide a narrative on conditions and capacity of public sanitary sewer, public water, gas, and electric, and describe any offsite improvements believed to be needed.
- Storm Water Management Overview: Provide a narrative on types of best management practices to be used, proposed conveyance and management techniques and a summary of any offsite improvements needed.
- Entitlement Overview: Provide a narrative of the development review/entitlement process and identify the necessary approvals that will be required to begin construction.
- Existing Condition Plan
- Master Concept Site Plan
  - o Plan will be based on the findings of the Site Investigation Report, County needs assessments and Community outreach. Plan will include site layout with selected development footprint with assumed architectural footprints, schematic grading, schematic stormwater management, schematic utilities, potential road improvements, open space for passive outdoor recreation and trail/walking networks, landscape buffers and parking.
  - o Parking needs, including parking for a future trailhead for a paved trail along US Hwy 158 will be incorporated in the Master Concept Site Plan.

Deliverables to include:

- o Rendered Master Conceptual Site Plan

### Task 3- Programming and Conceptual Design

CPL will assist in determining the space program in conjunction with Client and Community Engagement. CPL will lead three (3) design workshops. One (1) workshop assumed to be focused on programming and site development, and two (2) on conceptual design.

Deliverables will include:

- Programming Report for entire building(s)
- Conceptual Floor Plan
- Conceptual Exterior Design
  - 2-3 Exterior Renderings

### Task 4- Opinion of Probable Cost/Project Budget

### Task 5- Final Preparation and Presentation

**Fiscal Impact**

All five primary tasks listed in the scope of work provided by CPL total a lump sum fee of \$134,350.

Reimbursables such as travel and printing are included in this lump sum fee. Additional engagement sessions are possible, but will be an additional fee.

Not included in this lump sum fee is an updated land survey.

**Alignment with 2022 Comprehensive Development Plan**

Economic Development Recommendation 3: Prioritize infrastructure and service enhancements to areas with economic development opportunities

Economic Development Recommendation 6: Support efforts to encourage redevelopment and revitalization

**Alignment with current county strategic plan**

Strategy 2.7: Ensure departments have the appropriate structure/necessary resources to support the delivery of services (BOC strategic plan)

**Recommendation**

Staff will bring the CPL contract back to the Board of Commissioners for approval at the July 1, 2024 regular meeting. Staff will be recommending approval of the scope of work and approval of authorizing the interim county manager to authorize all documents.

# AIA<sup>®</sup> Document B101<sup>®</sup> – 2017

## ***Standard Form of Agreement Between Owner and Architect***

**AGREEMENT** made as of the May day of 29 in the year 2024  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Warren County  
602 W. Ridgeway Street  
Warrenton, NC 27589

and the Architect:  
(Name, legal status, address and other information)

CPL Architects & Engineers, PC  
6302 Fairview Road, Suite 102  
Charlotte, NC 28210

for the following Project:  
(Name, location and detailed description)

Mixed-Use Site Development and Warren County Community Ctr Project  
  
Warrenton, NC

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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**User Notes:**

(1467561813)

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| 8  | CLAIMS AND DISPUTES                  |
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| 10 | MISCELLANEOUS PROVISIONS             |
| 11 | COMPENSATION                         |
| 12 | SPECIAL TERMS AND CONDITIONS         |
| 13 | SCOPE OF THE AGREEMENT               |

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

Refer to Exhibit A

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

Refer to Exhibit A

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

Refer to Exhibit A

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any: To Be Determined through Phase I services

Init.

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**.2** Construction commencement date:

**.3** Substantial Completion date or dates:

**.4** Other milestone dates:

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

N/A

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

Charla Duncan  
Community & Economic Development Director  
Warren County

**§ 1.1.8** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

**§ 1.1.9** The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

**.1** Geotechnical Engineer:

**.2** Civil Engineer:

**.3** Other, if any:  
*(List any other consultants and contractors retained by the Owner.)*

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

Rachel Nilson, AIA  
Vice President  
CPL Architects & Engineers, PC

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

**.1** Structural Engineer:

**.2** Mechanical Engineer:

CPL

**.3** Electrical Engineer:

CPL

**§ 1.1.11.2** Consultants retained under Supplemental Services:

**Init.**

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**User Notes:**

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**§ 1.1.12** Other Initial Information on which the Agreement is based:

Refer to Exhibit A

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**§ 2.5** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

**§ 2.5.1** Commercial General Liability with policy limits of not less than one million (\$ 1,000,000.00 ) for each occurrence and two million (\$ 2,000,000.00 ) in the aggregate for bodily injury and property damage.

**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 2.5.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and



excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 2.5.4 Workers' Compensation at statutory limits.**

**§ 2.5.5 Employers' Liability** with policy limits not less than one million ( \$ 1,000,000.00 ) each accident, one million ( \$ 1,000,000.00 ) each employee, and one million ( \$ 1,000,000.00 ) policy limit.

**§ 2.5.6 Professional Liability** covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five million ( \$ 5,000,000.00 ) per claim and seven million ( \$ 7,000,000.00 ) in the aggregate.

**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Refer to Exhibit B, attached

**ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

**§ 3.1.5** The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

## **§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

## **§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

## **§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

*(Paragraph deleted)*

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

## **§ 3.5 Procurement Phase Services**

### **§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

### **§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### **§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

| Supplemental Services                  | Responsibility<br><i>(Architect, Owner, or not provided)</i> |
|----------------------------------------|--------------------------------------------------------------|
| § 4.1.1.1 Programming                  | Refer to Exhibit A                                           |
| § 4.1.1.2 Multiple preliminary designs | N/A                                                          |
| § 4.1.1.3 Measured drawings            | N/A                                                          |
| § 4.1.1.4 Existing facilities surveys  | N/A                                                          |

Init.

| Supplemental Services                                                          | Responsibility<br>(Architect, Owner, or not provided) |
|--------------------------------------------------------------------------------|-------------------------------------------------------|
| § 4.1.1.5 Site evaluation and planning                                         | Refer to Exhibit A                                    |
| § 4.1.1.6 Building Information Model management responsibilities               | N/A                                                   |
| § 4.1.1.7 Development of Building Information Models for post construction use | N/A                                                   |
| § 4.1.1.8 Civil engineering                                                    | Refer to Exhibit A                                    |
| § 4.1.1.9 Landscape design                                                     | N/A                                                   |
| § 4.1.1.10 Architectural interior design                                       | Refer to Exhibit A                                    |
| § 4.1.1.11 Value analysis                                                      | N/A                                                   |
| § 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3        | N/A                                                   |
| § 4.1.1.13 On-site project representation                                      | N/A                                                   |
| § 4.1.1.14 Conformed documents for construction                                | N/A                                                   |
| § 4.1.1.15 As-designed record drawings                                         | Architect                                             |
| § 4.1.1.16 As-constructed record drawings                                      | N/A                                                   |
| § 4.1.1.17 Post-occupancy evaluation                                           | N/A                                                   |
| § 4.1.1.18 Facility support services                                           | N/A                                                   |
| § 4.1.1.19 Tenant-related services                                             | N/A                                                   |
| § 4.1.1.20 Architect's coordination of the Owner's consultants                 | N/A                                                   |
| § 4.1.1.21 Telecommunications/data design                                      | N/A                                                   |
| § 4.1.1.22 Security evaluation and planning                                    | N/A                                                   |
| § 4.1.1.23 Commissioning                                                       | N/A                                                   |
| § 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3              | N/A                                                   |
| § 4.1.1.25 Fast-track design services                                          | N/A                                                   |
| § 4.1.1.26 Multiple bid packages                                               | N/A                                                   |
| § 4.1.1.27 Historic preservation                                               | N/A                                                   |
| § 4.1.1.28 Furniture, furnishings, and equipment design                        | Refer to Exhibit A                                    |
| § 4.1.1.29 Other services provided by specialty Consultants                    | N/A                                                   |
| § 4.1.1.30 Other Supplemental Services                                         | Refer to Exhibit A                                    |
|                                                                                |                                                       |

## § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

Refer to Exhibit A - Proposal

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### **§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.



**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ( ) visits to the site by the Architect during construction
- .3 ( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ( ) inspections for any portion of the Work to determine final completion.

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within twelve ( 12 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

**§ 5.2** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.5** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.6** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

**§ 5.7** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar

conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

**§ 6.4** If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of

action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### **§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### **§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### **§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

## **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project

if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)

Refer to Exhibit A - Proposal

- .2 Percentage Basis  
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

Init.

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User Notes:

(1467561813)

**.3 Other**  
(Describe the method of compensation)

**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

Refer to Exhibit A

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent ( %), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: Refer to Exhibit A which defines Phase I Services. Phase II Services, inclusive of the below, will be defined through the work in Phase I.

|                              |                       |        |
|------------------------------|-----------------------|--------|
| Schematic Design Phase       | percent (             | %)     |
| Design Development Phase     | percent (             | %)     |
| Construction Documents Phase | percent (             | %)     |
| Procurement Phase            | percent (             | %)     |
| Construction Phase           | percent (             | %)     |
| <hr/>                        |                       |        |
| Total Basic Compensation     | one hundred percent ( | 100 %) |

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)



**Employee or Category****Rate (\$0.00)**

Refer to Exhibit C

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 ) % of the expenses incurred.

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

**§ 11.10 Payments to the Architect****§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of zero ( \$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A ( \$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

NA %

Init.

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**User Notes:**

(1467561813)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this agreement.)*

- .3 Exhibits:  
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this agreement.)*

☐ Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

Exhibit A – Proposal  
Exhibit B – COI  
Exhibit C – Hourly Rates

- .4 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

Crystal Smith, County Manager  
*(Printed name and title)*

\_\_\_\_\_  
ARCHITECT (Signature)

Kenneth C Mayer, Jr, Sr VP  
*(Printed name, title, and license number, if required)*

Init.

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User Notes:

(1467561813)



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**User Notes:**

# **Additions and Deletions Report for**

## **AIA® Document B101® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:28:45 ET on 05/29/2024.

### **PAGE 1**

**AGREEMENT** made as of the May day of 29 in the year 2024

...

Warren County  
602 W. Ridgeway Street  
Warrenton, NC 27589

...

CPL Architects & Engineers, PC  
6302 Fairview Road, Suite 102  
Charlotte, NC 28210

...

Mixed-Use Site Development and Warren County Community Ctr Project

...

Warrenton, NC

### **PAGE 2**

Refer to Exhibit A

...

Refer to Exhibit A

...

Refer to Exhibit A

...

.1 Design phase milestone dates, if any: To Be Determined through Phase I services

### **PAGE 3**

N/A

...

Charla Duncan  
Community & Economic Development Director  
Warren County  
**PAGE 4**

Rachel Nilson, AIA  
Vice President  
CPL Architects & Engineers, PC

...

CPL

...

CPL

**PAGE 5**

Civil Engineer—KCI Associates

...

Refer to Exhibit A

...

**§ 2.5.1** Commercial General Liability with policy limits of not less than one million (\$ 1,000,000.00 ) for each occurrence and two million (\$ 2,000,000.00 ) in the aggregate for bodily injury and property damage.

**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**PAGE 6**

**§ 2.5.5** Employers' Liability with policy limits not less than one million (\$ 1,000,000.00 ) each accident, one million (\$ 1,000,000.00 ) each employee, and one million (\$ 1,000,000.00 ) policy limit.

**§ 2.5.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five million (\$ 5,000,000.00 ) per claim and seven million (\$ 7,000,000.00 ) in the aggregate.

...

**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Refer to Exhibit B, attached

**PAGE 8**

~~**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.~~

**PAGE 11**

|                                               |                           |
|-----------------------------------------------|---------------------------|
| <b>§ 4.1.1.1</b> Programming                  | <u>Refer to Exhibit A</u> |
| <b>§ 4.1.1.2</b> Multiple preliminary designs | <u>N/A</u>                |
| <b>§ 4.1.1.3</b> Measured drawings            | <u>N/A</u>                |

|            |                                                                      |                           |
|------------|----------------------------------------------------------------------|---------------------------|
| § 4.1.1.4  | Existing facilities surveys                                          | <u>N/A</u>                |
| § 4.1.1.5  | Site evaluation and planning                                         | <u>Refer to Exhibit A</u> |
| § 4.1.1.6  | Building Information Model management responsibilities               | <u>N/A</u>                |
| § 4.1.1.7  | Development of Building Information Models for post construction use | <u>N/A</u>                |
| § 4.1.1.8  | Civil engineering                                                    | <u>Refer to Exhibit A</u> |
| § 4.1.1.9  | Landscape design                                                     | <u>N/A</u>                |
| § 4.1.1.10 | Architectural interior design                                        | <u>Refer to Exhibit A</u> |
| § 4.1.1.11 | Value analysis                                                       | <u>N/A</u>                |
| § 4.1.1.12 | Detailed cost estimating beyond that required in Section 6.3         | <u>N/A</u>                |
| § 4.1.1.13 | On-site project representation                                       | <u>N/A</u>                |
| § 4.1.1.14 | Conformed documents for construction                                 | <u>N/A</u>                |
| § 4.1.1.15 | As-designed record drawings                                          | <u>Architect</u>          |
| § 4.1.1.16 | As-constructed record drawings                                       | <u>N/A</u>                |
| § 4.1.1.17 | Post-occupancy evaluation                                            | <u>N/A</u>                |
| § 4.1.1.18 | Facility support services                                            | <u>N/A</u>                |
| § 4.1.1.19 | Tenant-related services                                              | <u>N/A</u>                |
| § 4.1.1.20 | Architect's coordination of the Owner's consultants                  | <u>N/A</u>                |
| § 4.1.1.21 | Telecommunications/data design                                       | <u>N/A</u>                |
| § 4.1.1.22 | Security evaluation and planning                                     | <u>N/A</u>                |
| § 4.1.1.23 | Commissioning                                                        | <u>N/A</u>                |
| § 4.1.1.24 | Sustainable Project Services pursuant to Section 4.1.3               | <u>N/A</u>                |
| § 4.1.1.25 | Fast-track design services                                           | <u>N/A</u>                |
| § 4.1.1.26 | Multiple bid packages                                                | <u>N/A</u>                |
| § 4.1.1.27 | Historic preservation                                                | <u>N/A</u>                |
| § 4.1.1.28 | Furniture, furnishings, and equipment design                         | <u>Refer to Exhibit A</u> |
| § 4.1.1.29 | Other services provided by specialty Consultants                     | <u>N/A</u>                |
| § 4.1.1.30 | Other Supplemental Services                                          | <u>Refer to Exhibit A</u> |

PAGE 12

Refer to Exhibit A - Proposal

PAGE 14

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve ( 12 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 18

[ X ] Litigation in a court of competent jurisdiction

PAGE 19

N/A

...

N/A

PAGE 20

Refer to Exhibit A - Proposal

PAGE 21

Refer to Exhibit A

...

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: Refer to Exhibit A which defines Phase I Services. Phase II Services, inclusive of the below, will be defined through the work in Phase I.

PAGE 22

Refer to Exhibit C

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

...

§ 11.10.1.1 An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

NA %  
PAGE 23

Exhibit A – Proposal

Exhibit B – COI

Exhibit C – Hourly Rates

...

Crystal Smith, County Manager

Kenneth C Mayer, Jr, Sr VP

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:28:45 ET on 05/29/2024 under Order No. 3104239969 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
(Signed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Dated)





May 29, 2024

**Via Email**

Charla Duncan  
 Community & Economic Development Director  
 602 W. Ridgeway St.  
 Warrenton, NC 27589

RE: **PROFESSIONAL FEE PROPOSAL**  
 Warrenton, NC

Dear Ms. Duncan:

On behalf of CPL, we are pleased to submit the following proposal for Architectural and Engineering design services for the Mixed-Use Site Development and Warren County Community Center project.

**PROJECT UNDERSTANDING**

Warren County (the "Client"), wishes to contract with CPL for professional design services, for a Mixed-Use Site Development and new Community Center building on a newly acquired property. Design services are broken into two phases. Phase One is evaluation of space needs, evaluation of property, community engagement, site master plan, conceptual plan, and budget. Phase Two is inclusive of Schematic Design, Design Development, Construction Documents, Construction Procurement, and Construction Administration.

**SCOPE OF SERVICES – PHASE I****Task I – Community Engagement**

- Two (2) in-person community engagement events around amenities/facilities (county staff will be encouraged to attend one or both; one may be during the daytime with multiple times so staff can attend and the other at night)
- One (1) virtual session with Commissioners and County Manager (time/format TBD)
- One (1) joint in-person engagement with the Parks and Recreation Commission members and the Aging Advisory Council.
- One (1) in-person meeting with neighboring property owners
- Initial meeting with steering committee to review:
  - Goals and objectives, including County priorities
  - Confirm Community Engagement approach and potential stakeholders
  - Discuss initial building program components
  - Review potential programs to be offered in the new facility
- The current space needs assessment results will be released to CPL.

**Task II – Site Evaluation and Master Plan**

- Land survey (to be performed by others)
- Site Investigation Report
  - Site Data Summary including zoning, parcel info, parking requirements
  - Environmental: Identify potential environmental constraints and associated buffers. Description of existing context such as topography, hydric soils, existing drainage patterns, standing water, culverts, wetlands.



## PROFESSIONAL FEE PROPOSAL

Warren County  
Mixed-Use Site Development &  
Warren County Community Center  
May 29, 2024  
Page 2 of 4

- Land Use Overview and Programming: Provide a narrative of existing site and adjacent land uses and identify any potential conflicts that may alter or affect the site layout and approvals. Evaluate the possibility of private sector/partner organization adjacencies. (3 virtual calls with potential partners are included)
- Traffic Access Overview: Provide a narrative of existing roads, lanes, width, etc needed to accommodate the project. A traffic study is not included.
- Utility Demands and Services Overview: Provide a narrative on conditions and capacity of public sanitary sewer, public water, gas, and electric, and describe any offsite improvements believed to be needed.
- Storm Water Management Overview: Provide a narrative on types of best management practices to be used, proposed conveyance and management techniques and a summary of any offsite improvements needed.
- Entitlement Overview: Provide a narrative of the development review /entitlement process and identify the necessary approvals that will be required to begin construction.
- Existing Condition Plan
  - Use GIS and boundary information to show approximate environmental information, associated buffers, setbacks, estimated existing tree line, building setbacks, landscape buffers and existing improvements.
- Master Concept Site Plan
  - Plan will be based on the findings of the Site Investigation Report, County needs assessments and Community outreach. Plan will include site layout with selected development footprint with assumed architectural footprints, schematic grading, schematic stormwater management, schematic utilities, potential road improvements, open space for passive outdoor recreation and trail/walking networks, landscape buffers and parking.
  - Parking needs, including parking for a future trailhead for a paved trail along US Hwy 158 will be incorporated in the Master Concept Site Plan.
- Deliverables to include:
  - Rendered Master Conceptual Site Plan

### **Task III – Programming and Conceptual Design**

- CPL will assist in determining the space program in conjunction with Client and Community Engagement.
- CPL will lead three (3) design workshops. One (1) workshop assumed to be focused on programming and site development, and two (2) on conceptual design.
- Deliverables will include:
  - Programming Report for entire building(s)
  - Conceptual Floor Plan
  - Conceptual Exterior Design
  - 2-3 Exterior Renderings



#### **Task IV– Opinion of Probable Cost / Project Budget**

CPL will develop an opinion of probable cost for the Community Center at the conclusion of the conceptual design process. CPL will work with the County to develop a project budget that includes hard cost (construction costs) for the building, soft costs, and other anticipated project costs for delivery to the County at the phase 1 conclusion.

#### **Task V – Final Preparation and Presentation**

CPL will present to the Warren County Board of Commissioners at the conclusion of the planning process. Final Planning Documents will be compiled and delivered to the County.

#### **SCHEDULE**

Project kickoff will occur in July 2024. A more detailed schedule will follow.

#### **ASSUMPTIONS**

Our fee proposal is based upon the following assumptions:

1. Warren County will send out invitations for focus group/public engagement sessions.
2. No Structural, mechanical, plumbing, electrical engineering scope is anticipated other than high level narratives for Phase One.
3. Survey and maps will be provided by Owner. Geotechnical report will be provided by the Owner or can be provided by CPL/Others as an additional service. Environmental surveys (Phase I, Phase II, etc.) will be provided by the Owner or can also be provided by CPL/KCI as an additional service.
4. Traffic Study is not included but can be provided as an additional service.
5. Project budget for Community Center is not yet determined.
6. Grading, drainage and Utility plans will be developed in Phase Two.

#### **COMPENSATION**

CPL agrees to provide the professional design services listed in the Scope of Services. Our fee proposal is based upon work-effort projections and applicable billing rates for the scope of work anticipated for this project. We propose a lump-sum fixed fee as summarized in the following table. Reimbursables such as travel and printing are included.

| <b>Description – Phase One</b>                     | <b>Fee</b>          |
|----------------------------------------------------|---------------------|
| Task I – Community Engagement                      | \$32,850.00         |
| Task II - Site Evaluation and Master Plan          | \$33,500.00         |
| Task II – Programming and Conceptual Design        | \$46,500.00         |
| Task III – Opinion of Probable Cost/Project Budget | \$12,000.00         |
| Task IV – Final Preparation and Presentation       | \$9,500.00          |
| <b>Total Design Fee - Phase One</b>                | <b>\$134,350.00</b> |



### **ADDITIONAL SERVICES**

Any items not contained in our Scope of Services or contrary to the assumptions listed above will be deemed additional services. If requested by the Client, additional services will be provided on an hourly basis at our standard hourly billing rates, or as a fixed fee mutually agreed to in advance by both parties.

#### **Additional Service – Additional Engagement Sessions --- TBD**

This may include additional stakeholder meetings during the engagement phase or additional drop in sessions.

#### **Additional Service - Phase Two Scope --- TBD**

CPL's scope is inclusive of Schematic Design, Design Development, Construction Documents, Construction Procurement, and Construction Administration services. Detailed scope will be provided following the Phase One completion.

### **CONCLUSION**

This document serves as a design fee proposal. The proposed fee is valid for 90 days from the date of this proposal. If these terms are acceptable, we will proceed with negotiating a Standard Design Contract. We look forward to working with you on the successful completion of this project.

Sincerely,

**CPL**

Rachel F. Nilson, AIA  
Vice President

cc: Ken Mayer ([KMayer@cplteam.com](mailto:KMayer@cplteam.com))  
Ellison Laughton ([ELaughton@cplteam.com](mailto:ELaughton@cplteam.com))  
Chad Sary ([Chad.Sary@KCI.com](mailto:Chad.Sary@KCI.com))

Enclosures: As noted



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                         |                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>AssuredPartners Design Professionals Insurance Services, LLC<br>3697 Mt. Diablo Blvd Suite 230<br>Lafayette CA 94549 | <b>CONTACT</b><br>NAME: Chris Romano<br>PHONE (A/C, No, Ext): 714-427-3489<br>E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com                                                                                     |
| <b>INSURED</b><br>CPL Architects, Engineers, and Landscape Architect, DPC<br>dba: CPL<br>255 Woodcliff Dr.<br>Fairport NY 14450         | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: Valley Forge Insurance Company<br>INSURER B: Continental Insurance Company<br>INSURER C: XL Specialty Insurance Company<br>INSURER D:<br>INSURER E:<br>INSURER F: |
| License#: 6003745<br>CPLARCH-01                                                                                                         | NAIC #<br>20508<br>35289<br>37885                                                                                                                                                                                    |

## COVERAGES

CERTIFICATE NUMBER: 50012725

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                              | ADDL INSD                       | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                            |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|----------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual Liab<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y                               | Y        | 7037093451    | 4/22/2024               | 4/22/2025               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                         | Y                               | Y        | 7037093448    | 4/22/2024               | 4/22/2025               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                   |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                                                                                 | Y                               | Y        | 7037095216    | 4/22/2024               | 4/22/2025               | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$                                                                                                                                                                                    |
| B        | <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                              | Y/N<br><input type="checkbox"/> | Y        | 7037102875    | 4/22/2024               | 4/22/2025               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                         |
| C        | Professional Liab & Poll. Liab<br>Retro Date: 01/01/1975<br>Claims Made Form                                                                                                                                                                                                                                                                                                   |                                 |          | DPR5027357    | 4/22/2024               | 4/22/2025               | Per Claim \$ 5,000,000<br>Annual Aggregate \$ 7,000,000                                                                                                                                                                                           |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Umbrella policy is follow-form to its underlying Policies: General Liability/Auto Liability/Employers Liability.

## CERTIFICATE HOLDER

## CANCELLATION 30 day notice of cancellation

Warren County  
602 W Ridgeway Street  
Warrenton NC 27589

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



2024 CPL HOURLY RATES



| Title                                               | Hourly Rate |
|-----------------------------------------------------|-------------|
| Principal-In-Charge                                 | \$225-345   |
| Project Manager                                     | \$165-205   |
| Project Architect/Professional Engineer/Planner     | \$125-185   |
| Sr. Architect/Sr. Engineer/Sr. Interior Designer    | \$125-155   |
| Sr. Draftsperson/Jr. Engineer/Jr. Interior Designer | \$85-110    |
| Jr. Draftsperson                                    | \$95-110    |
| Specification - Word Processor/Analyst              | \$110       |
| Clerical                                            | \$110       |



# WARREN COUNTY BOARD OF COMMISSIONERS AGENDA ITEM REQUEST FORM

*Updated 6-2019*

**This form must be completed and attached to all supporting documentation for items to be included in the Warren County Board of Commissioners Agenda. One (1) form per agenda item. One (1) form per agenda item.**

Submitted By: Marshall Brothers Department: Public Works / Solid Waste Division

Contact Phone #: ( 252 ) 257-1948 Date Submitted: June 11, 2024

Date of Board of Commissioners Meeting to consider this item: June 26, 2024  
(Meetings are generally 1st Monday of each month.... confirm date with Clerk.)

Description (give short summary of topic, this is how item appears on the Agenda).  
Land Purchase – Buffer Requirement

Who will attend Commissioner's meeting able to respond to questions? Give name & title:  
Marshall Brothers, Public Works Director

**Where does this item need to appear? Check all that apply:**

☒ **Action Agenda**      ☐ **Consent Agenda**      ☐ **Closed Session**  
☐ **Presentation/Recognition**      ☐ **Work session**      ☐ **Schedule Public Hearing\*\***  
☐ **Schedule joint meeting\***      ☐ **Schedule joint work session\***

\* Board, commission, or group requesting joint meeting: \_\_\_\_\_

\*\* If requesting a Public Hearing, provide an e-mail copy of sample ad to run in newspaper.

**Supply General Statute or local ordinance that governs this item (attach copy):**

Has this item been reviewed by County Attorney? Yes ☐ No ☐ (attach recommendation)

For policy/procedure creation or revisions, has item been reviewed by:

|                                                                                              |                                                                                            |                                                                                              |
|----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| <b>County Manager</b><br>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <b>Human Resources Manager</b><br>Yes <input type="checkbox"/> No <input type="checkbox"/> | <b>All departments concerned</b><br>Yes <input type="checkbox"/> No <input type="checkbox"/> |
|----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|

What action is requested of the Board? Approve Land Purchase

What action is requested of the Manager? Approval

Are County funds required? Yes / No \$45,000.00 Funding Source: Public Works Fund Balance

PLEASE PROVIDE: **One (1) paper copy and one (1) E-mail copy** of all attachments to go in the digital Agenda to the Clerk no later than stated Agenda Item due date for above referenced meeting.





# Warren County

NORTH CAROLINA

Public Works Department

[www.warrencountync.com](http://www.warrencountync.com)

712 US Highway 158 Business West  
Warrenton, North Carolina 27589

Phone: (252) 257-3795

Fax: (252) 257-3979

To: Warren County Board of Commissioners

Thru: Crystal Smith, Interim County Manager

From: Marshall Brothers, Public Works Director *MB*  
Solid Waste Division

Date: June 11, 2024

Subject: Land Purchase – LCID Buffer Requirement

## Background

In March, 1994, Warren County applied for and was granted a permit to operate a Land Clearing and Inert Debris (LCID) Landfill under two (2) acres in size by the North Carolina Division of Solid Waste Management Section (NC DSWM). This landfill was referred to as "notified" as it only required notification to the Solid Waste Section and Recordation with the County Register of Deeds. These "notified" Landfills had been allowed under now obsolete rules.

October 6, 2021, Warren County owners/operators received correspondence from Mr. Edward Mussler, Project Engineer, Solid Waste Section of the NC Department of Environmental Quality (NC DEQ) with subject **Readopted Rules and Regulatory Requirement for Notified LCID Landfills**. Facilities which operate an active or inactive, but not closed, less than 2-acre Land Clearing and Inert Debris (LCID) were notified "*Within five years of the readopted effective date of this Rule, the owner or operation of a notified LCIDLF that was not closed prior to the readopted date of this Rule shall comply with the requirements of this Rule, or shall close.*" We were notified that by no later than January 1, 2026, the LCID Landfill shall be closed in accordance with Rule .0567(b).

Buffer Requirement: A site shall maintain the following buffer requirement:  
(b) 100 feet from the waste boundary to property lines.

In order for Warren County to be compliant with the above state rule, the county will be required to purchase land. I have spoken with property owners, Betty Capps and Lester Capps, about the land located adjacent to the LCID Landfill. They have agreed to sell the County the necessary amount of land so we can continue to operate the LCID area. Their options were:

- Option 1: An 80' strip equaling to 1.4 acres for \$34,000.00
- Option 2: A 100' strip equaling to 1.7 acres for \$42,500.00



To: Warren County Board of Commissioners  
From: Marshall Brothers, Public Works Director  
Subject: Land Purchase – LCID Buffer Requirement  
Date: June 11, 2024  
Page 2

Fiscal/Impact

Public Works Fund Balance currently has sufficient funds in order to make the purchase. The funds will be replenished over time with the Forty Dollars (\$40.00) per ton Inert Debris Tipping Fee.

Recommendation

I recommend that the Board approve the purchase of the one hundred feet (100') strip on 1.7 acres at the cost of Forty-Two Thousand Five Hundred Dollars (\$42,500.00) from the Capps. Without this additional land, the LCID area will have to close on January 1, 2026, and the citizens will no longer have a place to carry their yard debris.

Thank you for your consideration.

ROY COOPER

Governor

ELIZABETH S. BISER

Secretary

MICHAEL SCOTT

Director



NORTH CAROLINA  
Environmental Quality

October 6, 2021

**To: Owners or Operators of Notified Land Clearing and Inert Debris Landfills**

**From: Edward Mussler, P.E., Solid Waste Section Chief** *E. Mussler*

Digitally signed by  
Edward F. Mussler III,  
P.E.  
Date: 2021.10.06  
14:28:50 -04'00'

**Subject: Readopted Rules and Regulatory Requirements for Notified LCID Landfills**

You are receiving this letter as the owner or operator of an active or inactive, but not closed, less than 2-acre Land Clearing and Inert Debris (LCID) landfill. These landfills had been allowed under now obsolete rules. These landfills were referred to as "notified" as they only required notification to the Solid Waste Section (Section), and recordation with the respective County Register of Deeds, and operational compliance with the applicable rules, in lieu of a full permit by the Section.

The rules governing all LCID landfills, including these less than 2-acre sites, codified in 15A NC Administrative Code 13B Rules .0563 thru .0566 were readopted in accordance with G.S. 150B-21.3A. They became effective January 1, 2021. Rule .0567 was adopted that contains specific requirements for closing these landfills.

All LCID landfills are required to obtain a permit from the Division under the readopted rules, unless exempted from permitting pursuant to G.S. 130A-294(a)(4)a. Further, in accordance with 15A NCAC 13B .0563(6):

*"Within five years of the readopted effective date of this Rule, the owner or operator of a notified LCIDLF that was not closed prior to the readopted effective date of this Rule shall comply with the requirements of this Rule, or shall close the notified LCIDLF in accordance with Rule .0567(b) of this Section, except that the required notification of closure is not required to be certified. For the purpose of this Rule, "notified LCIDLF" means a site that was not required to obtain a permit from the Division prior to the readopted effective date of this Rule because the site was designed and constructed to be two acres or less in size, and was required to record a notification for the site with the Register of Deeds' office and submit the notification to the Division."*

The Section has determined your landfill was not closed prior to the effective date of the readopted rule above. You are hereby notified that by **no later than January 1, 2026**, you shall close your landfill in accordance with Rule .0567(b) (attached) as required by Rule .0563(6) above. You may continue to operate your existing landfill between now and January 1, 2026, in order to fill the 2-acre footprint allowed under the original notification prior to closing. You may file an application for a permit from the Section for any operations of the landfill past that date at any time prior to January 1, 2026. You must have received a permit from the Division before January 1, 2026 in order to continue receiving waste at the landfill after that date. **Therefore, a complete application must be submitted to the Division no later than January 1, 2025**, to avoid a disruption of operations. Please note that permitting requirements may still require you to close the existing landfill unit in order to demonstrate compliance with the siting and engineering requirements under the readopted rules.

Should you have any questions regarding the requirements to comply with this letter, please contact the Environmental Sr. Specialist for your respective county. A staff map with county assignments may be found on the Section's webpage at <https://deq.nc.gov/about/divisions/waste-management/solid-waste-section> or by calling 919-707-8200.



North Carolina Department of Environmental Quality | Division of Waste Management  
217 West Jones Street | 1646 Mail Service Center | Raleigh, North Carolina 27699-1646  
919.707.8200

**15A NCAC 13B .0563 GENERAL REQUIREMENTS FOR LCIDLFs**

The owner or operator of a land clearing and inert debris landfill (site) shall obtain a permit from the Division, unless exempted from permitting pursuant to G.S. 130A-294(a)(4)a. A site shall comply with Rules .0564 through .0567 of this Section, and the following requirements:

- (1) The site shall accept only yard waste and inert debris waste for disposal.
- (2) The site shall comply with all other federal, State, and local laws, ordinances, rules, regulations, and orders, including zoning regulations, flood plain regulations, wetland regulations, sedimentation and erosion control regulations, and mining regulations.
- (3) Permits issued by the Division for land clearing and inert debris landfills shall be valid for five years, and shall be subject to the permit fees set forth in G.S. 130A-295.8.
- (4) A permit shall not be required for a site that meets the following conditions:
  - (a) the site is within the right-of-way of a N.C. Department of Transportation project;
  - (b) the site accepts only yard waste and inert debris waste that was generated from within the same N.C. Department of Transportation project right-of-way that the site is located in;
  - (c) the site disposal area does not exceed two contiguous acres in size; and
  - (d) the site complies with Rule .0564 of this Section.
- (5) Owners or operators shall not construct or operate more than one site that is exempted from permitting in accordance with G.S. 130A-294(a)(4)a. on any single parcel of land.
- (6) Within five years of the readopted effective date of this Rule, the owner or operator of a notified LCIDLF that was not closed prior to the readopted effective date of this Rule shall comply with the requirements of this Rule, or shall close the notified LCIDLF in accordance with Rule .0567(b) of this Section, except that the required notification of closure is not required to be certified. For the purpose of this Rule, "notified LCIDLF" means a site that was not required to obtain a permit from the Division prior to the readopted effective date of this Rule because the site was designed and constructed to be two acres or less in size, and was required to record a notification for the site with the Register of Deeds' office and submit the notification to the Division.

*History Note:* Authority G.S. 130A-294; 130A-301.1;  
Eff. January 4, 1993;  
Readopted Eff. January 1, 2021.

#### 15A NCAC 13B .0564 SITING CRITERIA FOR LCIDLFS

A land clearing and inert debris landfill (site) shall meet the following siting criteria:

- (1) Floodplain Restrictions: A site shall not be located in the 100-year floodplain.
- (2) Cultural Resources Restrictions: A site and site operations shall not damage or destroy a property of archaeological or historical significance that has been listed on the National Register of Historic Places or included on the Study List for the Register pursuant to 07 NCAC 04R .0206 and .0300.
- (3) State Nature and Historic Preserve Restrictions: A site and site operations shall not have an adverse impact on any component included in the State Nature and Historic Preserve pursuant to G.S. 143-260.10.
- (4) Endangered and Threatened Species Restrictions: A site and site operations shall not jeopardize the continued existence of endangered or threatened species or result in the destruction or adverse modification of a critical habitat, protected under the Federal Endangered Species Act of 1973, Public Law 93-205, as amended.
- (5) Clean Water Act Requirements: A site and site operations shall:
  - (a) not cause a discharge of pollutants into waters of the United States, including wetlands, that violates any requirements of the Clean Water Act, including the National Pollutant Discharge Elimination System (NPDES) requirements pursuant to Section 402 of the Clean Water Act;
  - (b) comply with Section 404 of the Clean Water Act; and
  - (c) not cause the discharge of a nonpoint source of pollution to waters of the United States, including wetlands, that violates any requirement of an area-wide or Statewide water quality management plan that has been approved under Section 208 or 319 of the Clean Water Act.
- (6) Buffer Requirements: A site shall maintain the following buffer requirements:
  - (a) 50 feet from the waste boundary to waters of the State as defined in G.S. 143-212.
  - (b) 100 feet from the waste boundary to property lines, residential dwellings, commercial or public buildings, and potable wells.

The Division may establish alternative site-specific buffers in the permit conditions if it is necessary for the preservation of public health and the environment.
- (7) The site shall establish and maintain an access road around the waste boundary for access by emergency or fire-fighting vehicles and equipment.
- (8) The site shall have soil available for cover either on site or from on or off site.
- (9) The site and site operations shall comply with 15A NCAC 02L for protection of groundwater quality. The bottom elevation of the waste shall be no less than four feet above the seasonal high groundwater table as defined in Rule .0532 of this Section.

*History Note:* Authority G.S. 130A-294;  
Eff. January 4, 1993;  
Readopted Eff. January 1, 2021.









**WARREN COUNTY FIRE COMMISSION**  
**PO BOX 890**  
**WARRENTON, NC 27589**  
**(252) 257 – 1191 Office**  
**(252) 257 –4974 Fax**



**Tare Davis**  
**Fire Commissioner**

**Chris Tucker**  
**Emergency Services**

To: Warren County Board of Commissioners  
From: Chris Tucker Emergency Services Director  
Re: Ebony Fire Contract  
Date: June 5,2024

**RECOMMENDATION:**

The Warren County Fire Commission would like to present Fire Protection contract for Ebony Volunteer Fire Department. A copy of the planned contact information and a description map for the fire district that will be served are enclosed.

Chris Tucker  
Emergency Services Director

**RESOLUTION ESTABLISHING EBONY FIRE SERVICE DISTRICT TO PROVIDE FIRE PROTECTION AND THE ANNUAL LEVY OF PROPERTY TAXES FOR SUPPORT AND MAINTENANCE OF SAID DISTRICT WITHIN WARREN COUNTY**

WHEREAS, as authorized by General Statutes of North Carolina, Chapter 153A, Article 16, the Board of Commissioners of Warren County, does hereby define and establish a service district in order to finance, provide and maintain for the district fire protection services, facilities and functions; and

WHEREAS, in determining whether to establish the proposed Ebony Fire Service District, the Board of Commissioners, among other things, considered:

1. The resident or seasonal population and the population density of the proposed district.
2. The appraised value of property subject to taxation in the proposed district.
3. The present tax rates of the County.
4. The ability of the proposed district to sustain the additional taxes necessary to provide the services planned for the district.
5. Any other matters that the commissioners believe to have a bearing on whether the district should be established; and

WHEREAS, the Board of Commissioners, after due notice and as provided, held a public hearing on June 26, 2024 and in all respects complied with the required provisions of law before adopting this resolution; and

WHEREAS, the Board of Commissioners upon the information and evidence received, finds that:

- (a) There is a demonstrable need for providing fire protection in the said district.
- (b) It is impossible or impracticable to provide those services on a countywide basis.
- (c) It is economically feasible to provide the proposed services in the district without unreasonable or burdensome annual tax levies; and
- (d) There is demonstrable demand for the proposed services by persons residing in the district.
- (e) That all requirements for establishment of a service district in the county have been complied with.

THE BOARD OF COMMISSIONERS RESOLVE THEREFORE:

1. That the Ebony Fire Service District for fire protection is hereby defined and established as described in the attached and made a part hereof.
2. Warren County shall levy property taxes within the said service district in addition to those throughout the County, in order to finance, provide or maintain for the district, fire protection services provided therein.
3. The resolution shall take effect at the beginning of the fiscal year of 2024/2025.



## WARREN COUNTY HUMAN RESOURCES

540 WEST RIDGEWAY STREET  
POST OFFICE BOX 619  
WARRENTON, NORTH CAROLINA 27589

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### *MEMORANDUM*

**TO:** Board of Commissioners  
**THROUGH:** Crystal Smith, Interim County Manager  
**FROM:** Sierra Thomas, Human Resources Manager  
**DATE:** June 20, 2024  
**RE:** Personnel Manual Revisions Review

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#### **Background**

Warren County's Personnel Manual was last updated in 2023. Based on changes in technology, process and organizational structure, revisions are necessary. It is important that the Manual continue to be the foundation for the organization and accurately reflect current needs and challenges faced by the organization.

#### **Recommendation**

The following revisions have been recommended by MAG based on the compensation study and reviewed by Warren County's Attorney.

- Section 5-8. Pay Rates for Promotions, Demotions & Reclassifications, Voluntary Reassignments

It is recommended that the Board approve the revisions to the Personnel Manual as presented. I appreciate your consideration of this request.

Sierra Thomas  
Human Resources  
Manager  
[sierrathomas@warrencountync.gov](mailto:sierrathomas@warrencountync.gov)

Phone: (252) 257-3574  
Fax: (252) 257-5971  
[www.warrencountync.com](http://www.warrencountync.com)

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



**Section 5-8. Pay Rates for Promotions, Demotions & Reclassifications, Voluntary Reassignments**

The pay rate of an employee may be adjusted when the employee is promoted, demoted, reassigned, or reclassified as set forth below.

**5-8.1. Promotion**

When an employee is promoted, as a result of a job change or job progression, to a higher pay grade position, within the same, or to a different, salary schedule, the salary placement within the new pay grade shall be determined as follows: apply 5% on the salary of the previous grade/schedule and salary for promotions of one pay grade, and an additional 2.5% for each additional pay grade up to a maximum of 15%. The resulting pay will be no less than the minimum of the new pay grade and no less than a 5% salary increase, but not more than the maximum salary of the assigned pay grade. The effective date will be the day of approval.

There may be times when the uniqueness of an individual job and level or necessary skills required by the County, and not just possessed by the incumbent, may require a higher salary schedule placement than stipulated in this section. Under such circumstances, the County Manager or designee may approve a higher salary placement within the assigned pay grade.

**5-8.2. Demotion or Voluntary Reassignment.**

Demotion or reassignment is a change in status resulting from an assignment to a position in a lower salary grade. If the change results from a disciplinary action, the action is considered a demotion. If the change results from a mutual agreement between the employee and employer, the action is considered a voluntary reassignment.

The adjusted salary of the employee shall be within the range of the lower classification based on salary grade with consideration of internal equity, decreased workload and responsibility level.

**5-8.3. Reclassification**

When a substantial change in current job duties within a job category merits reclassification, in consultation with the Human Resources Manager, the job description may be revised, and the job category assigned to the proper pay grade. If changes in the job duties only require the job description to be updated and there will be no change in pay or grade classification, this would not qualify as a reclassification and the County Manager will be authorized to approve these revisions.

If, as a result of reclassification, a job is changed to a **higher** salary grade we will follow the following steps:

When a job has been reclassified to a higher pay grade, the employee's salary shall increase at least 5% in the new pay grade that includes the new salary but is not more than the maximum salary of the new pay grade. If the reclassification results in an upgrade of one pay grade, the employee's pay will be moved upward by 5%. An upgrade of two or more pay grades will increase the employee's pay by an additional 2.5% increase for each additional pay grade, up to a maximum of 15%. Any increase of more than 10% would require documentation by the department or agency and a supporting recommendation from Human Resources.

For general reclassifications done as a result of an internal or external compensation study, or as a result of a normal budget process review, if the employee has been in the position since on, or before, the first day of the fiscal year, the effective date of any approved change will be the first day of the fiscal year, or the effective date of implementation as approved by the County Board of Commissioners.

Otherwise, for an individual reclassification, done outside the normal budget cycle, the effective date of the pay increase will be consistent with the next full pay period.

Reclassification or changes in pay grade, whether resulting from an internal or external compensation study or individual change in pay grade, shall ***not be*** retroactive with respect to calculating the new salary.

When a job has been reclassified to a lower pay grade, the affected employee(s) shall have their pay grade adjusted accordingly. The effective date will be the day following the Board of Commissioners adoption date and the change will be reflected in the next full pay period.

If, after the pay grade adjustment, the employee(s) salary is greater than the maximum salary of the new pay range, the employee will continue to be paid at the higher rate of pay, the salary would be “frozen” and the employee is typically ineligible for any pay adjustment until the range “catches up” with the salary and allows for movement.

All requests for Job Reclassification must be approved by the Warren County Board of Commissioners.

### **5-8.4. Reassignment**

An employee voluntarily or involuntarily transferring from a position in one class to a position in another class assigned to the same pay grade will continue to receive the same salary. When an employee is temporarily transferred from a position in one class to a position assigned to a higher class, the employee may be paid at a higher rate as long as the temporary transfer is in effect. The higher rate of pay is not applicable for an employee filling in for another employee while on vacation or sick leave unless it is for an extended period of time. Extended period of time is defined as more than 3 weeks.

# WARREN COUNTY BUDGET ORDINANCE

## FISCAL YEAR 2024-2025

**BE IT ORDAINED BY THE Board of County Commissioners of Warren County, North Carolina:**

**SECTION 1. BUDGET ADOPTION:** There is hereby adopted the following Operating Budget for the County of Warren for the Fiscal Year beginning July 1, 2024 and ending June 30, 2025, the same being adopted by category within each category as listed.

**APPROPRIATIONS:** The following amounts are hereby appropriated in the General Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

| <u>ITEM</u>                              | <u>AMOUNT</u>       |
|------------------------------------------|---------------------|
| General Government                       | 6,347,893           |
| Public Safety                            | 14,365,797          |
| Economic and Physical Development        | 1,331,793           |
| Human Services                           | 10,663,716          |
| Cultural and Leisure                     | 1,557,748           |
| Debt Service                             | 1,234,369           |
| Education                                | <u>6,264,956</u>    |
| <b>TOTAL GENERAL FUND APPROPRIATIONS</b> | <b>\$41,766,272</b> |

**REVENUES:** It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

| <u>ITEM</u>                             | <u>AMOUNT</u> |
|-----------------------------------------|---------------|
| Ad Valorem Taxes                        | 23,095,735    |
| Sales Taxes                             | 6,288,725     |
| Other Taxes & Licenses                  | 170,000       |
| Unrestricted – Intergovernmental        | 219,250       |
| Restricted Intergovernmental – Health   | 596,478       |
| Restricted Intergovernmental – DSS      | 2,742,205     |
| Restricted Intergovernmental – DSS 1571 | 25,000        |
| Restricted Intergovernmental – Other    | 958,446       |
| Permits and Fees                        | 391,585       |
| Sales and Services                      | 2,491,850     |
| Investment Earnings                     | 1,450,000     |
| Miscellaneous Revenue                   | 58,350        |
| Transfers from Other Funds              | 857,908       |

**Fund Balance Appropriated (General Fund – Other) 2,420,740**

**TOTAL GENERAL FUND REVENUES \$41,766,272**

## **SECTION 2. AD VALOREM TAXES**

**REVENUES -** There is hereby levied a tax rate of \$.81 per one hundred dollars valuation of property listed for taxes as of January 1, 2024 for the purpose of raising the revenue listed as "ad valorem taxes" in the General Fund of this ordinance.

This rate is based upon an estimated total valuation of \$2,857,212,638 for the purpose of taxation. (Real property and personal - \$2,656,034,405 – collection rate of 97.82%) (Motor vehicles - \$201,178,233 – collection rate of 99.85%).

## **SECTION 3. FIRE DISTRICTS**

**EXPENDITURES:** There is appropriated to the fourteen (14) Fire Service Districts, in the amounts listed below proceeds of the service district tax for use by the Fire Service Districts in such a manner and for such expenditures as are permitted by law from the proceeds of these taxes. In the event the actual proceeds from the tax levies exceed or fall short of the appropriated amounts, the actual net proceeds from the taxes shall constitute the appropriation from the tax levy.

| <b>Fire<br/>Department</b> | <b>Total</b>     |
|----------------------------|------------------|
| Afton Elberon              | 111,310          |
| Arcola                     | 51,399           |
| Central Warren             | 157,149          |
| Churchill Five Forks       | 177,011          |
| Drewry                     | 77,792           |
| Hawtree                    | 212,738          |
| Inez                       | 11,065           |
| Littleton                  | 135,640          |
| Long Bridge                | 175,787          |
| Macon                      | 35,651           |
| Ridgeway                   | 42,379           |
| Roanoke Wildwood           | 145,983          |
| Smith Creek                | 161,793          |
| Soul City                  | 42,543           |
| <b>TOTALS</b>              | <b>1,538,240</b> |

**REVENUES:** There is hereby levied a tax at the rates shown below, per one hundred dollars (\$100.00) valuation of property listed for taxes as of January 1, 2024, located within

the listed special fire districts for generating revenue for said special districts. These rates of tax are based on a 97.22% average collection rate. Estimated total valuation of property for each special fire district for the purpose of taxation are as follows:

### Fire Department Valuation and Tax Rate FY 24

| <b>Fire</b>          | <b>Estimated<br/>Tax Base</b> | <b>Estimated<br/>Tax Base</b> | <b>Tax Rate</b> |
|----------------------|-------------------------------|-------------------------------|-----------------|
| <b>Department</b>    | <b>Property Tax</b>           | <b>Motor<br/>Vehicles</b>     | <b>FY 25</b>    |
| Afton Elberon        | 101,842,290                   | 21,792,922                    | 0.0900          |
| Arcola               | 72,075,660                    | 15,032,355                    | 0.0600          |
| Central Warren       | 138,884,886                   | 23,748,996                    | 0.0990          |
| Churchill Five Forks | 378,586,020                   | 16,425,703                    | 0.0450          |
| Drewry               | 103,869,366                   | 9,681,113                     | 0.0700          |
| Hawtree              | 182,217,443                   | 9,640,971                     | 0.1150          |
| Inez                 | 50,096,980                    | 7,556,711                     | 0.0200          |
| Littleton            | 152,123,992                   | 9,498,213                     | 0.0850          |
| Long Bridge          | 413,944,904                   | 16,198,798                    | 0.0400          |
| Macon                | 63,528,142                    | 8,788,763                     | 0.0500          |
| Ridgeway             | 62,657,962                    | 8,469,139                     | 0.0600          |
| Roanoke Wildwood     | 402,260,604                   | 14,380,155                    | 0.0350          |
| Smith Creek          | 154,371,396                   | 12,288,537                    | 0.1000          |
| Soul City            | 40,432,997                    | 6,917,770                     | 0.0900          |
| <b>TOTALS</b>        | <b>2,316,892,642</b>          | <b>180,420,146</b>            |                 |

It is estimated that the following revenues will be available in the Fire Service District Special Reserve Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

|                             |                |
|-----------------------------|----------------|
| <b>Afton Elberon</b>        | <b>111,310</b> |
| <b>Arcola</b>               | <b>51,399</b>  |
| <b>Central Warren</b>       | <b>157,149</b> |
| <b>Churchill Five Forks</b> | <b>177,011</b> |
| <b>Drewry</b>               | <b>77,792</b>  |
| <b>Hawtree</b>              | <b>212,738</b> |
| <b>Inez</b>                 | <b>11,065</b>  |
| <b>Littleton</b>            | <b>135,640</b> |
| <b>Long Bridge</b>          | <b>175,787</b> |
| <b>Macon</b>                | <b>35,651</b>  |
| <b>Ridgeway</b>             | <b>42,379</b>  |
| <b>Roanoke Wildwood</b>     | <b>145,983</b> |

|             |           |
|-------------|-----------|
| Smith Creek | 161,793   |
| Soul City   | 42,543    |
| TOTALS      | 1,538,240 |

#### **SECTION 4. SOLID WASTE FUND**

**EXPENDITURES:** There is appropriated to the Solid Waste Enterprise Fund for the operation of the County's comprehensive solid waste program for fiscal year beginning July 1, 2024, and ending June 30, 2025:

|                     |                     |
|---------------------|---------------------|
| Solid Waste Program | \$ 2,021,182        |
| <b>TOTAL</b>        | <b>\$ 2,021,182</b> |

**REVENUES:** It is estimated that the following revenues will be available in the Solid Waste Enterprise Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

|                      |                     |
|----------------------|---------------------|
| Solid Waste Revenues | \$ 2,021,182        |
| <b>TOTAL</b>         | <b>\$ 2,021,182</b> |

There is hereby levied for the fiscal year 2024-2025, a Solid Waste Availability/Household User Fee of \$150.00 per household or business not subject to municipal taxation to be deposited in the Solid Waste Enterprise Fund.

There is hereby levied for the fiscal year 2024-2025, a Solid Waste Transfer Station Tipping Fee of \$67 per ton for all waste brought to the County's Transfer Station.

There is hereby levied for the fiscal year 2024-2025, a Solid Waste Inert Debris Tipping Fee of \$40 per ton for all inert debris, yard waste and land clearing debris brought to the County's Landfill.

#### **SECTION 5. REGIONAL WATER SYSTEM ENTERPRISE FUND**

**EXPENDITURES.** The following amount is hereby appropriated in the Regional Water System Enterprise Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

|                                    |              |
|------------------------------------|--------------|
| Regional Water System Expenditures | \$ 1,526,446 |
|------------------------------------|--------------|

**TOTAL** **\$ 1,526,446**

**REVENUES. Regional Water System Enterprise Fund**

**It is estimated that the following revenues will be available in the Regional Water System Enterprise Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:**

**Total Revenues** **\$ 1,526,446**

**TOTAL** **\$ 1,526,446**

**SECTION 6. DISTRICT I WATER SYSTEM ENTERPRISE FUND**

**EXPENDITURES. The following amount is hereby appropriated in the District I Water System Enterprise Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:**

**Total Expenditures** **\$ 910,149**

**TOTAL** **\$ 910,149**

**REVENUES. It is estimated that the following revenues will be available in the District I Water Enterprise Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:**

**Total Revenues** **\$ 910,149**

**TOTAL** **\$ 910,149**

**SECTION 7. DISTRICT II WATER SYSTEM ENTERPRISE FUND**

**EXPENDITURES. The following amount is hereby appropriated in the District II Water System Enterprise Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:**

**Total Expenditures** **\$ 996,255**

**TOTAL** **\$ 996,255**

**REVENUES. It is estimated that the following revenues will be available in the District II Water Enterprise Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:**



|                       |                   |
|-----------------------|-------------------|
| <b>Total Revenues</b> | <b>\$ 996,255</b> |
| <b>TOTAL</b>          | <b>\$ 996,255</b> |

## **SECTION 8. DISTRICT III WATER SYSTEM ENTERPRISE FUND**

**EXPENDITURES.** The following amount is hereby appropriated in the District III Water System Enterprise Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

|                           |                     |
|---------------------------|---------------------|
| <b>Total Expenditures</b> | <b>\$ 1,475,173</b> |
| <b>TOTAL</b>              | <b>\$ 1,475,173</b> |

**REVENUES.** It is estimated that the following revenues will be available in the District III Water Enterprise Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

|                       |                     |
|-----------------------|---------------------|
| <b>Total Revenues</b> | <b>\$ 1,475,173</b> |
| <b>TOTAL</b>          | <b>\$ 1,475,173</b> |

The following table lists the water rates for Fiscal Year beginning July 1, 2024 and ending June 30, 2025.

|                                           |                |
|-------------------------------------------|----------------|
| <b>Security Deposit – Water</b>           | <b>\$125</b>   |
| <b>Security Deposit – Water/Sewer</b>     | <b>\$150</b>   |
| <b>Activation Fee</b>                     | <b>\$30</b>    |
| <b>Flat Rate – Water</b>                  | <b>\$25</b>    |
| <b>Per Thousand – Water/Sewer</b>         | <b>\$6.50</b>  |
| <b>Flat Rate – Sewer</b>                  | <b>\$15</b>    |
| <b>Late Fee</b>                           | <b>\$30</b>    |
| <b>NSF Fee</b>                            | <b>\$30</b>    |
| <b>Tap (3/4")</b>                         | <b>\$1,500</b> |
| <b>Tap (1")</b>                           | <b>\$1,850</b> |
| <b>Availability Fee</b>                   | <b>\$12</b>    |
| <b>Service Fee (during regular hours)</b> | <b>\$30</b>    |
| <b>Service Fee (after hours)</b>          | <b>\$50</b>    |
| <b>Reconnect fee for NSF</b>              | <b>\$30</b>    |
| <b>Hydrant Permit \$6.50 per thousand</b> | <b>\$50</b>    |
| <b>Pool Permit \$6.50 per thousand</b>    | <b>\$50</b>    |

## **SECTION 9. ENHANCED 911 SYSTEM FUND**

**EXPENDITURES.** The following amounts are hereby appropriated for the Enhanced 911 System Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

|               |            |
|---------------|------------|
| Emergency 911 | \$ 254,630 |
|---------------|------------|

**REVENUES.** It is estimated that the following revenues will be available for the Enhanced 911 Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

|                |            |
|----------------|------------|
| Total Revenues | \$ 254,630 |
|----------------|------------|

## **SECTION 10. OCTENNIAL REVAULATION FUND**

**EXPENDITURES.** The following amounts are hereby appropriated for the Octennial Revaluation Fund for the operation of the County revaluation process for fiscal year beginning July 1, 2024 and ending June 30, 2025:

|       |            |
|-------|------------|
| TOTAL | \$ 240,000 |
|-------|------------|

**REVENUES.** It is estimated that the following revenues will be available in the Octennial Revaluation Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

|       |            |
|-------|------------|
| TOTAL | \$ 240,000 |
|-------|------------|

## **SECTION 11. HEALTH INSURANCE FUND**

**EXPENDITURES.** The following amounts are hereby appropriated for the Health Insurance Fund for fiscal year beginning July 1, 2024 and ending June 30, 2025:

|       |              |
|-------|--------------|
| TOTAL | \$ 3,691,398 |
|-------|--------------|

**REVENUES.** It is estimated that the following revenues will be available in the Health Insurance Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

|       |              |
|-------|--------------|
| TOTAL | \$ 3,691,398 |
|-------|--------------|

## **SECTION 12. DEED OF TRUST FUND**

**EXPENDITURES.** The following amounts are hereby appropriated for the Deed of Trust Fund for fiscal year beginning July 1, 2024 and ending June 30, 2025:

**TOTAL** **\$ 255,000**

**REVENUES.** It is estimated that the following revenues will be available in the Deed of Trust Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

**TOTAL** **\$ 255,000**

## **SECTION 13. JAIL INMATE FUND**

**EXPENDITURES.** The following amounts are hereby appropriated for the Jail Inmate Fund for fiscal year beginning July 1, 2024 and ending June 30, 2025:

**TOTAL** **\$ 40,000**

**REVENUES.** It is estimated that the following revenues will be available in the Jail Inmate Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

**TOTAL** **\$ 40,000**

## **SECTION 14. FINES AND FORFEITURES FUND**

**EXPENDITURES.** The following amounts are hereby appropriated for the Fines and Forfeitures Fund for fiscal year beginning July 1, 2024 and ending June 30, 2025:

**TOTAL** **\$ 100,000**

**REVENUES.** It is estimated that the following revenues will be available in the Fines and Forfeitures Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

**TOTAL** **\$ 100,000**

## **SECTION 15. DSS REPRESENTATIVE PAYEE FUND**

**EXPENDITURES.** The following amounts are hereby appropriated for the DSS Representative Payee Fund for fiscal year beginning July 1, 2024 and ending June 30, 2025:

**TOTAL** **\$ 250,000**

**REVENUES.** It is estimated that the following revenues will be available in the DSS Representative Payee Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

**TOTAL** **\$ 250,000**

**SECTION 16.** There is hereby levied on each marriage license issued during the fiscal year 2024-2025, a tax of \$60.00. The proceeds of such tax shall be deposited in the General Fund.

**SECTION 17.** The County Manager is hereby authorized to transfer appropriations within funds as contained herein under the following conditions:

- a. The manager may transfer amounts between objects of expenditures and between departmental appropriations in the same fund without limitation and without a report to the Board of Commissioners.

**SECTION 18. Restricted Revenues:** The Finance Director is hereby directed to fund appropriations which have specified revenues prior to funding with General Fund monies. This is to include but not limited to Fines and Forfeitures, ABC profits, Sales Tax, and State and Federal grants. That a non-profit corporation be continued to issue obligations to finance the purchase and/or constructions of fixed assets to include but not limited to utility lines and buildings.

**SECTION 19. Encumbrances:** All outstanding encumbrances from prior fiscal years are to be closed on June 30 for Fiscal Year 2023-2024. All Project Ordinances are continued.

**SECTION 20. Budget Control:** The Board of Commissioners in approving the Budget has utilized to the fullest extent possible its revenue sources. Over collections of revenue or unanticipated revenue sources cannot be expected to materialize during the year. It is therefore of utmost importance, and the County Manager is hereby directed, to initiate steps to ensure that the budget is fixed herein is complied with. The County Manager is further directed where it appears that costs may possibly exceed budget appropriations, to first take steps to contain costs by any necessary methods including reductions in services, prior to requesting budget amendment action by the Board of Commissioners.

## **SECTION 21.**

**A. Funds belonging to Warren County and deposited to the credit of the Warren County Operating Account and the Warren County Payroll Account may be withdrawn on signatures of Warren County Finance Director; Chairman, Warren County Board of Commissioners; Clerk to the Board of Commissioners. Warren County Manager has signatory authorization for contracts or agreements up to \$50,000. All contracts for purchases or agreements with amounts over \$50,000 are to be approved by the Warren County Board of Commissioners.**

**B. All funds belonging to Warren County and deposited to the credit of the Warren County Department of Social Services (DSS) Trust Fund Accounts shall be withdrawn only by checks signed by two of the following: Warren County Director of Social Services, Warren County Finance Director, and Warren County Manager. DSS Administrative Officer 2 will have signature authority to be utilized only if Finance Director and County Manager are unavailable.**

**C. All funds belonging to Warren County deposited to the Public School Building Capital Fund Disbursing Account may be withdrawn on signature of Finance Director and Warren County Manager.**

**SECTION 22. There is hereby levied for the fiscal year 2024-2025, a license fee of \$2.00 on each dog. The proceeds of such taxes shall be deposited in the General Fund.**

**SECTION 23. Copies of this ordinance shall be furnished to the Budget Officer and the Finance Director for direction in carrying out their duties.**

**This budget is prepared on a Category basis, and need not be amended unless expenditures exceed category appropriations.**

**Adopted this the 26<sup>st</sup> day of June 2024.**

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Paula Pulley, Clerk