SUGGESTED AGENDA FOR ***January 6, 2020***

WARREN COUNTY BOARD OF COMMISSIONERS
REGULAR BOARD MEETING
in the
Armory Civic Center Meeting Room
501 US Hwy 158 Business East
Warrenton, NC 27589

6:00 pm

Chairman or Designee call to Order Regular Monthly Meeting with Prayer & Pledge

ITEM 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.

ITEM 2 CITIZEN COMMENTS - REGULAR BOARD MEETING

Time set aside to allow individuals to address the Board of Commissioners on issues of concern pertaining to Warren County.

Please sign up to speak.
The maximum time allotted to each speaker will be five (5) minutes; Clerk to the Board will keep time.
Any group of people who support or oppose the same position should designate a spokesperson.
Please address only those items which might not have been addressed by a previous speaker.
If a response from the County Manager and/or Board is desired, leave a copy of your comment(s) with the Clerk to the Board.
Order and decorum will be maintained.
This is not a question and answer session.
Your comments are being recorded.

Warren County Board of Commissioners

ITEM 3 CONSENT AGENDA

A. Approve minutes of 12/2/19 Organizational Meeting, 12/2/19 Regular monthly meeting, 12/12/19 Broadband Public Forum and 12/12/19 Work Session/Meeting. Minutes have been provided to the Board in a separate email.

B. Tax Collector's Report for November 2019 presented for Board's information in accordance with NCGS 105-350 (John Preston, Interim Tax Administrator)

C. Tax Release Requests (over & under $100) in accordance with NCGS 105-381 "Taxpayer's Remedies" as information only. Releases over $100 and County Manager approved Releases Under $100 (John Preston, Interim Tax Admin.)

ITEM 4 UPDATE FROM COUNTY MANAGER By Vincent Jones

ITEM 5 AMENDMENT # 9 TO THE FY 2019-20 WARREN COUNTY BUDGET ORDINANCE – Katherine Brafford, Finance Director

ITEM 6 PUBLIC UTILITIES - Macon Robertson, interim Director

A. Resolution to Adopt the Warren County Wastewater Treatment Plant Additional Loan for Phase II Rehab.

B. Warren County Bridge No. 44 Water Main Relocation Change Order # 1-Final and Certification of Substantial Completion

C. Warren County Bridge No. 77 Water Main Relocation Change Order # 1-Final and Certification of Substantial Completion

D. Warren County Bridge No. 44 Project Close-Out Herring & Rivenbark, Inc.

E. Warren County Bridge No. 77 Project Close-Out Herring & Rivenbark, Inc.

F. NC Department of Transportation Facility Maintenance Agreement for I-85 Pump Station at Southbound NC Welcome Center

ITEM 7 CONSIDER RESOLUTION CONVEYING TWO (2) FRIGIDAIRE 30 INCH Range Stoves from EMS to Soul City Volunteer Fire Department and Macon Rural Volunteer Fire Department for $1 each.

ITEM 8 REQUEST FROM JUVENILE CRIME PREVENTION COUNCIL (JCPC) for Authorization to receive additional funds for FY 19-20 in the amount of $12,475 (Funds will be allocated as follows: $2,475 to JCPC Admin and $10,000 to Coop Ext 4-H Way/Community Service/Teen Court programs) Chairman Davis sign same.

ITEM 9 FOLLOW-UP TO DECEMBER 12TH WORK SESSION – REVISED PARKS & RECREATION FEE SCHEDULE – Richard "Dickie" Williams, Director

ITEM 10 FY 20-21 BUDGET WORK SESSION SCHEDULE (suggested dates):

May 4th 6pm	**Budget Presentation**
May 12th 9am	**Work Session**
May 19th 9am	**Work Session**
June 1st 6pm	**Budget Public Hearing**
June 17th 2pm	**Work Session (if needed)**
June 23rd 6pm	**Special Meeting to Adopt Budget**

ITEM 11 COMMISSIONER UPDATES

ITEM 12 CLOSED SESSION IN ACCORDANCE WITH NCGS *§143-318.11(a)(3)(4) & (6) for Discussion of Personnel Matters, Location/Expansion of Business & Attorney Client Privilege*

ITEM 13 AJOURN MEETING

ITEM 3-A CONSENT AGENDA

Approve minutes of:

December 2, 2019 Organizational Meeting,
December 2, 2019 Regular monthly meeting,
December 12, 2019 Broadband Public Forum
and
December 12, 2019 Work Session/Meeting.

Minutes have been provided to the Board in a separate email.

SUGGESTED AGENDA FOR ***January 6, 2020***

ITEM 3-B CONSENT AGENDA

Tax Collector's Report for November 2019 presented for Board's information in accordance with NCGS 105-350

John Preston, Interim Tax Administrator

Tax Collector's Report
to the Warren County Board of Commissioners
For the Month November 2019

2019-2020

Current Year Collections

Tax Year	Charge	Collected in November	Collected to Date	Balance Outstanding	Percentage Collected
Nov 2019 FY20	$18,274,875	$4,024,026	$8,575,667	$9,699,208	46.93
Nov 2018 FY19	$18,020,458	$3,724,588	$8,309,900	$9,710,557	46.11

Delinquent Collections

2018	$528,136	$32,048	$148,459	$379,677	28.11
2017	236,490	3,780	25,807	$210,683	10.91
2016	155,399	1,009	11,851	$108,916	7.63
2015	115,973	744	7,057	$108,915	6.09
2014	95,546	634	5,762	$89,784	6.03
2013	118,243	1,092	5,358	$112,885	4.53
2012	92,791	560	4,081	$88,710	4.40
2011	72,108	1,865	4,699	$67,409	6.52
2010	63,022	639	825	$62,197	1.31
2009	50,816	598	669	$50,147	1.32
Total Delinquent Years	$1,528,524	$42,969	$214,568	$1,279,323	

Other November Receipts

County Penalties	$ 9,813	$ 37,772
Landfill User Fees	$ 306,233	$ 652,686
Municipalities	$ 103,833	$ 214,335
Fire District Taxes	$ 189,766	$ 423,065
Advance Taxes	$ 1,804	$ 35,900
NOVEMBER GRAND TOTAL	$8,403,032	$18,463,893

John Preston, Interim Tax Administrator 12/13/2019
John Preston, Interim Tax Administrator

ITEM 3-C-1 CONSENT AGENDA

Tax Release Requests over $100 in accordance with NCGS 105-381 "Taxpayer's Remedies" for Boards consideration.

John Preston, Interim Tax Administrator

Over $100	1/6/2020		CO MGR INITIALS:_____ Date:_____		
ERROR CORRECTION RELEASES:					
ABBOTT MICHAEL & TERESA	2019 14645-300	D5-76	7817	$323.53	OVER ASSESSED
BROWN DAVID H & WANDA M	2019 14860-301		1906161	$169.15	DOUBLE BILLED
CRENSHAW ANDREW	2019 298		1908056	$177.51	BOAT MOVED OUT OF COUNTY
CURITS SILAS HEIRS OF	2007 2267-419	F6-53	3348	$711.44	TAX FORECLOSURE 2012
CURITS SILAS HEIRS OF	2008 2267-419	F6-53	3348	$723.87	TAX FORECLOSURE 2012
CURITS SILAS HEIRS OF	2009 2267-419	F6-53	3348	$267.19	TAX FORECLOSURE 2012
CURITS SILAS HEIRS OF	2010 2267-419	F6-53	3348	$234.59	TAX FORECLOSURE 2012
CURITS SILAS HEIRS OF	2011 2267-419	F6-53	3348	$249.06	TAX FORECLOSURE 2012
DAEKE KENT/KARL/ALAN	2019 07387-322	D4C-21 IN	18649	$124.60	PROPERTY IN WRONG OWNER NAME
FLEMING ROBERT E	2019 14720-321	C10-31	4061	$482.03	SHOULD BE IN LANDUSE
GRIZZARD KARISA	2019 194		27840	$208.44	SOLD BOAT SEPT 2018
HICKS SHELTON	2019 19754-200		26311	$192.39	MOBILE HOME DESTROYED
HICKS SHELTON	2018 19754-200		28770	$212.08	MOBILE HOME DESTROYED
HICKS SHELTON	2017 19754-200		28770	$227.60	MOBILE HOME DESTROYED
HICKS SHELTON	2016 19754-200		57291	$225.19	MOBILE HOME DESTROYED
HICKS SHELTON	2015 19754-200		54149	$221.38	MOBILE HOME DESTROYED
HICKS SHELTON	2014 19754-200		51383	$242.08	MOBILE HOME DESTROYED
HICKS SHELTON	2013 19754-200		48753	$283.53	MOBILE HOME DESTROYED
HICKS SHELTON	2012 19754-200		45433	$289.95	MOBILE HOME DESTROYED
HICKS SHELTON	2011 19754-200		42324	$304.79	MOBILE HOME DESTROYED
HICKS SHELTON	2010 19754-200		41085	$325.39	MOBILE HOME DESTROYED
HICKS SHELTON	2009 19754-200		38495	$214.35	MOBILE HOME DESTROYED
HICKS SHELTON	2008 19754-200		36097	$232.38	MOBILE HOME DESTROYED
HICKS SHELTON	2007 19754-200		33894	$243.04	MOBILE HOME DESTROYED
HILL ESTHER C	2019 20014-300	D8 53A	7271	$266.10	DWMH REPOSSESSED
JANKOWSKY RENEE & KEITH	2019 48703		9665	$243.70	OVER ASSESSED/MOBILE HOME GONE
LEIGH HENRY C & LAURIE C	2019 40202-300		1908334	$282.77	SOLD BOAT IN 2018
LIMER JOHN & BRENDA	2019 25522-300	D8 36A	8388	$222.25	DID NOT RECEIVE AGE EXEMPT
LOWES FOOD STORES INC	2019 06420-200		27654	$3,141.99	OUT OF BUSINESS 11/2018
MONTAGUE WILLIAM	2019 05373-200		27635	$261.91	REPOSSED IN 2015
MONTAGUE WILLIAM	2018 05373-200		26758	$287.29	REPOSSED IN 2015
MONTAGUE WILLIAM	2017 05373-200		26756	$306.31	REPOSSED IN 2015
MONTAGUE WILLIAM	2016 05373-200		57116	$307.67	REPOSSED IN 2015
NICHOLSON ELINOR B	2019 29009-315	H4 65 2Z	8321	$756.76	DISCOVERY MADE ON NEW ACREAGE
RICHARDSON SAMUEL & PERLINE	2019 04738-200		27611	$179.50	DOUBLE BILLED
RICHARDSON SAMUEL & PERLINE	2018 04738-200		27013	$197.94	DOUBLE BILLED
RICHARDSON SAMUEL & PERLINE	2017 04738-200		27013	$212.56	DOUBLE BILLED
RICHARDSON SAMUEL & PERLINE	2016 04738-200		57155	$203.34	DOUBLE BILLED
RICHARDSON SAMUEL & PERLINE	2015 04738-200		54019	$195.74	DOUBLE BILLED
RICHARDSON SAMUEL & PERLINE	2014 04738-200		51277	$208.27	DOUBLE BILLED
RICHARDSON SAMUEL & PERLINE	2013 04738-200		48654	$221.11	DOUBLE BILLED
RICHARDSON SAMUEL & PERLINE	2012 04738-200		45329	$229.47	DOUBLE BILLED
RICHARDSON SAMUEL & PERLINE	2011 04738-200		42232	$238.34	DOUBLE BILLED
RICHARDSON SAMUEL & PERLINE	2010 04738-200		41004	$328.52	DOUBLE BILLED
RICHARDSON SAMUEL & PERLINE	2009 04738-200		38420	$324.33	DOUBLE BILLED
RICHARDSON SAMUEL & PERLINE	2008 04738-200		36025	$389.21	DOUBLE BILLED
RICHARDSON SAMUEL & PERLINE	2007 04738-200		33830	$409.67	DOUBLE BILLED
STEGALL HAROLD A	2019 38901-309		12483	$169.11	WRONG VALUE ON PROPERTY
TOTAL ERROR CORRECTIONS:				**$16,466.32**	
MOTOR VEHICLE RELEASES:					
BROWN SAMUEL GEORGE	2009 25805-109		V-36237	$171.30	VEHICLE WAS SOLD
DOUGLAS SARAH H	2013 36079-113		V-48892	$453.12	DOUBLE BILLED
SUB-TOTAL MOTOR VEHICLE RELEASES:				**$624.42**	
SUB-TOTAL CORRECTION RELEASES:				**$16,466.32**	
Total Releases				**$17,090.74**	

SUGGESTED AGENDA FOR ***January 6, 2020***

ITEM 3-C-2 CONSENT AGENDA

County Manager approved Tax Releases under $100 in accordance with NCGS 105-381 "Taxpayer's Remedies" presented for Boards information.

John Preston, Interim Tax Administrator

Under $100 1/6/2020 CO MGR INITIALS: VG Date: 12/27/19

ERROR CORRECTION RELEASES:

NAME	Year	ACCT#	MAP #	RECORD #	AMOUNT	REASON
BARRETT MICHAEL J	2019	49052		1907980	$ 18.27	OVER ASSESSED BOAT
CARROLL KEVIN G	2019	40387-200		1908187	$ 3.18	WAIVED LATE FEE
CHAPPELL SIDNEY B JR & NANCY	2019	42242-300		19081933	$ 12.37	WAIVED LATE FEE
CORMIER CLAIRE M	2019	40342-200		1908202	$ 20.17	WAIVED LATE FEE
COWEN KENNETH L	2019	37799-200		1908205	$ 14.20	WAIVED LATE FEE
DESIMONE RALPH & CELESTE	2019	310		1908054	$ 72.61	BOAT MOVED OUT OF WARREN CO
DIPAOLO MONIQUE L	2019	769-200		1908350	$ 32.06	WAIVED LATE FEE
FRITZ JAMES	2019	40392-200		1908237	$ 22.65	WAIVED LATE FEE
GEORGE CHRISTOPHER	2019	637		1908113	$ 22.18	WAIVED LATE FEE
GUERTLER CATHERINE C	2019	39950-200		1908251	$ 27.88	WAIVED LATE FEE
HOLLOWAY DENNIS & ELIZABETH	2019	42080-200		1907789	$ 90.97	OVER ASSESSED BOAT
HUFFMAN ROBERT W	2019	361		1908276	$ 24.10	OVER ASSESSED BOAT
HUSICK RICHARD J	2019	41049-200		1908156	$ 27.55	WAIVED LATE FEE
L ESPERANCE ERIC P	2019	41445-200		1908104	$ 18.85	WAIVED LATE FEE
MILLIS SUE BROOK	2018	34993-200		22312	$ 13.98	MOVED JETSKI TO VA IN 2017
MILLIS SUE BROOK	2019	34993-200		22312	$ 13.98	MOVED JETSKI TO VA IN 2017
POWERS SCOTT ALAN	2019	628		1908098	$ 60.93	PAID IN HALIFAX CO
PRUSIA GREG	2019	36356-300	J2D-1	1480	$ 7.19	WAIVED LATE FEE
ROSS TYLER	2019	272		27909	$ 50.94	BOAT OVER ASSESSED
SIMES CONNIE & HORACE	2007	2267-423	D9-8B	14486	$ 92.56	TAX FORECLOSURE 2012
SIMES CONNIE & HORACE	2008	2267-423	D9-8B	14486	$ 96.43	TAX FORECLOSURE 2012
SIMES CONNIE & HORACE	2009	2267-423	D9-8B	14486	$ 99.04	TAX FORECLOSURE 2012
SIMES CONNIE & HORACE	2010	2267-423	D9-8B	14486	$ 95.17	TAX FORECLOSURE 2012
SIMES CONNIE & HORACE	2011	2267-423	D9-8B	14486	$ 93.00	TAX FORECLOSURE 2012
SIMES CONNIE & HORACE	2012	2267-423	D9-8B	14486	$ 94.59	TAX FORECLOSURE 2012
STEWART JOHN R & MAUREEN A	2019	41504-300		19082023	$ 23.33	WAIVED LATE FEE
WOINICKI MICHAEL PAUL	2019	40758-200		1908009	$ 36.77	WAIVED LATE FEE
SUB-TOTAL ERROR CORRECTIONS:					**$1,184.95**	

MOTOR VEHICLE RELEASES:

BROWN SAMUEL GEORGE	2009	25805-109		V-38152	$ 37.81	VEHICLE TOTAL LOSS

SUB-TOTAL MOTOR VEHICLE RELEASES:	**$ 37.81**
SUB-TOTAL CORRECTION RELEASES:	**$1,184.95**
Total Releases	**$1,222.76**

ITEM 4

UPDATE FROM COUNTY MANAGER

1. **DMV Reduction in Service**
2. **Draft Agreement with Town of Littleton**
3. **Non-Profit Funding**

By
Vincent Jones

SUGGESTED AGENDA FOR ***January 6, 2020***

ITEM 5 (1 of 2)

AMENDMENT # 9 TO THE FY 2019-20 WARREN COUNTY BUDGET ORDINANCE

This amendment:

- Increases appropriations in the County Managers budget by $528 and decreases appropriations in the County Commissioners Budget by that same amount ($528). When the allocations due to Salary Progression increases were budgeted, the entire amount for the County Clerk was appropriated in the County Commissioners budget; half of that should have been appropriated in the County Manager's budget, as half of her salary is paid from each of those departments.

  Increases appropriations in the Cooperative Extension budget by $10,000 and $2,475 in the Juvenile Crime Prevention Council budget by $2,475 as a result of additional funding approved for those programs by the NC Department of Public Safety.

  Funding Source: NC Department of Public Safety

By

Katherine Brafford
Finance Director

ITEM 5 (2 of 2)

FINANCE OFFICE

AMENDMENT TO THE WARREN COUNTY BUDGET ORDINANCE
2019/2020
Amendment No. 9

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:

County Commissioners		(528)
County Manager		528
Cooperative Extension		10,000
Juvenile Crime Prevention Countil		2,475
Total	**$**	**12,475**

Section 2 of the Warren County Budget Ordinance, pertaining to the General Fund operations of the County, shall be amended as follows:

Increase/(Decrease) Revenues:

Restricted Intergovernmental - Other		12,475
Total	**$**	**12,475**

This amendment:

- Increases appropriations in the County Managers budget by $528 and decreases appropriations in the County Commissioners Budget by that same amount ($528). When the allocations due to Salary Progression increases were budgeted, the entire amount for the County Clerk was appropriated in the County Commissioners budget; half of that should have been appropriated in the County Manager's budget, as half of her salary is paid from each of those departments.

  Increases appropriations in the Cooperative Extension budget by $10,000 and $2,475 in the Juvenile Crime Prevention Council budget by $2,475 as a result of additional funding approved for those programs by the NC Department of Public Safety.

  Funding Source: NC Department of Public Safety

Respectfully Submitted 1/06/2020

Katherine C. Brafford

Katherine C. Brafford, Finance Director

ITEM 6-A

PUBLIC UTILITIES

Resolution to Adopt the Warren County Wastewater Treatment Plant Additional Loan for Phase II Rehab. Chairman authorized to sign.

RESOLUTION TO ADOPT
THE WARREN COUNTY WASTEWATER TREATMENT PLANT
ADDITIONAL LOAN FOR PHASE 2 REHABILITATION

WHEREAS, maintenance improvements to the wastewater treatment plant will help protect public health and the environment, provide for stewardship of existing capital equipment, and control the cost of wastewater treatment; and

WHEREAS, the goals and plans set forth in the Warren County Wastewater Treatment Plan Asset Management Plan for Fiscal Years 2011-2012 through 2020-2021 are consistent with this grant-funded rehabilitation project and provide an opportunity for continuing to improve our cooperative efforts to meet wastewater management needs of our citizens; and

WHEREAS, a reduced overall construction estimate of approximately $1,673,792 leaves a balance of $472,132 not covered by the NC DEQ grant, but which can be financed through NC DEQ at zero percent interest for twenty years; and

WHEREAS, both grant and loan portions are to be shared on a percentage basis by Warrenton, Norlina and Warren County, with the estimated cost to the Town of Warrenton of $931.30 per month, the estimated cost to Norlina of $520.60 per month, the cost to Warren County of $657.50 per month for a total of 240 months or 20 years;

NOW, THEREFORE, BE IT RESOLVED BY THE WARREN COUNTY BOARD OF COMMISSIONERS:

THAT the above loan amount of $472,132 and terms offered by NC DEQ be authorized;

THAT user fees associated with sewer service will be reviewed annually and modified as necessary.

Adopted this 6th day of January 2020

_____

Tare Davis, Chairman
Warren County Board of Commissioners

ITEM 6-B (1 of 4)

PUBLIC UTILITIES

Macon Robertson, Interim - Public Utilities Director
Warren County Bridge No. 44 Water Main Relocation Change Order # 1-
Final & Certificate of Substantial Completion – Chairman authorized to sign.

WARREN COUNTY BOARD OF COMMISSIONERS
602 WEST RIDGEWAY STREET
POST OFFICE BOX 619
WARRENTON, NORTH CAROLINA 27589

Memorandum

Tare Davis, Chairman
Victor Hunt, Vice Chairman
Bertadean Baker
Jennifer Pierce
Walter Powell

Vincent Jones
County Manager

Angelena Kearney-Dunlap
Clerk to the Board

Date: December 30, 2019

To: Warren County Board of Commissioners

From: Vincent Jones, County Manager
Through: Macon Robertson, Interim Director
Public Utilities

RE: **NCDOT Bridge #44 and #77 Relocation project in Warren County**

The North Carolina Department of Transportation recently scheduled (2) two bridges in Warren County to be replaced. Those bridges were identified by NCDOT as Bridge #44 on Baltimore Road and Bridge #77 on Bethlehem Road. Both Bridges projects were impacted by existing water lines owned and operated by Warren County and were in need of relocation to insure continued customer service as well as the structural integrity of the water lines.

Warren County and NCDOT entered into a previously approved contract that allowed Warren County to design and construct both relocated water lines at the expense of NCDOT.

Both Projects are now complete and in need of close out so Warren County can pay the contractor (Herring & Rivenbark) for the water line relocation. Close out of these projects will then allow Warren County to receive their reimbursement of the project cost from NCDOT. A Warren County Public Utilities Representative will be available for questions if needed.

ITEM 6-B (2 of 4)

PUBLIC UTILITIES

Macon Robertson, Interim - Public Utilities Director
Warren County Bridge No. 44 Water Main Relocation Change Order # 1-Final & Certificate of Substantial Completion

Warren County – Warren County Bridge No. 44 Water Main Relocation 7/18

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 1-Final

Date of Issuance: December 10, 2019 | Effective Date: December 10, 2019

Owner: Warren County | Owner's Contract No.:
Contractor: Herring-Rivenbark, Inc. | Contractor's Project No.:
Engineer: Rivers & Associates, Inc. | Engineer's Project No.: 2017109
Project: Warren County Bridge No. 44 Water Main Relocation | Contract Name: Warren County Bridge No. 44 Water Main Relocation

The Contract is modified as follows upon execution of this Change Order:
Description: Adjust the Contract quantities to agree with the actual final quantities installed and extend the Contract Times to agree with the actual Substantial and Final Completion Date.

Attachments: *[List documents supporting change]*
Attachment 1 – Change in Contract Price

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 198,045.00	Original Contract Times: Substantial Completion: July 5, 2019; Ready for Final Payment: July 5, 2019 ~~days or~~ dates
[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A: $ 0.00	[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A: Substantial Completion: 0; Ready for Final Payment: 0 days
Contract Price prior to this Change Order: $ 198,045.00	Contract Times prior to this Change Order: Substantial Completion: July 5, 2019; Ready for Final Payment: July 5, 2019 ~~days or~~ dates
[Increase] [~~Decrease~~] of this Change Order: $ 12,2018.50	[Increase] [~~Decrease~~] of this Change Order: Substantial Completion: 35; Ready for Final Payment: 35 days ~~or dates~~
Contract Price incorporating this Change Order: $ 210,263.50	Contract Times with all approved Change Orders: Substantial Completion: August 9, 2019; Ready for Final Payment: August 9, 2019 ~~days or~~ dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: [signature]	By:	By: [signature]
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Manager	Title	Title PROJECT MANAGER
Date: 12/10/19	Date	Date 12/11/19

Approved by Funding Agency (if applicable)
By: N/A Date:
Title:

EJCDC® C-941, Change Order. (C-941) CO-1
Prepared and published 2013 by the Engineers Joint Contract Documents Committee.
Page 1 of 1

ITEM 6-B (3 of 4)

PUBLIC UTILITIES

Macon Robertson, Interim - Public Utilities Director
Warren County Bridge No. 44 Water Main Relocation Change Order # 1

WARREN COUNTY

WARREN COUNTY BRIDGE NO. 44 WATER MAIN RELOCATION

CHANGE ORDER NO. 1 - FINAL

ATTACHMENT 1 - CHANGE IN CONTRACT PRICE

ORIGINAL CONTRACT AMOUNTS						CHANGE ORDER NO. 1 - FINAL			
						NET ADD / (DEDUCT)		REVISED CONTRACT AMOUNTS	
ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	COST	QTY.	COST	QTY.	COST
1.	600	LF	6" Fusible C900 PVC Water Main (Dir.Bore)	$138.00	$82,800.00	30.00	$4,140.00	630.00	$86,940.00
2.	330	LF	6" RJDIP Water Main	$85.00	$28,050.00	12.00	$1,020.00	342.00	$29,070.00
3.	790	LF	6" C900 PVC Water Main	$51.50	$40,685.00	(10.00)	($515.00)	780.00	$40,170.00
4.	2	EA	6" Gate Valve & Box	$1,295.00	$2,590.00	0.00	$0.00	2.00	$2,590.00
5.	1	EA	2" Temporary Blow-Off	$2,315.00	$2,315.00	0.00	$0.00	1.00	$2,315.00
6.	2	EA	1" Manual Air Release Valve	$1,185.00	$2,370.00	(2.00)	($2,370.00)	0.00	$0.00
7.	2	EA	Tie into Existing 6" Water Main	$1,125.00	$2,250.00	0.00	$0.00	2.00	$2,250.00
8.	150	LB	Misc. Ductile Iron Fittings	$6.50	$975.00	60.00	$390.00	210.00	$1,365.00
9.	1	EA	3/4" Water Service Change-over	$875.00	$875.00	1.00	$875.00	2.00	$1,750.00
10.	80	LF	3/4" Water Service Tubing	$3.00	$240.00	80.00	$240.00	160.00	$480.00
11.	40	LF	Bore for 3/4" Water Service Tubing	$21.00	$840.00	88.00	$1,848.00	128.00	$2,688.00
12.	1,670	LF	Grout and Abandon 6" Water Main	$18.00	$30,060.00	28.00	$504.00	1,698.00	$30,564.00
13.	2	EA	Water Main Crossing Sign	$500.00	$1,000.00	0.00	$0.00	2.00	$1,000.00
14.	5	CY	Rock Excavation	$120.00	$600.00	(5.00)	($600.00)	0.00	$0.00
15.	10	CY	Select Backfill	$40.00	$400.00	(10.00)	($400.00)	0.00	$0.00
16.	10	TN	Stabilization Stone	$50.00	$500.00	0.00	$0.00	10.00	$500.00
17.	2	EA	Straw Wattle Check Dam	$85.00	$170.00	4.00	$340.00	6.00	$510.00
18.	50	SY	Matting for Erosion Control	$3.50	$175.00	1,579.00	$5,526.50	1,629.00	$5,701.50
19.	50	LF	Silt Fence	$3.00	$150.00	740.00	$2,220.00	790.00	$2,370.00
20.	1	LS	Power Pole Holding Allowance	$500.00	$500.00	(1.00)	($500.00)	0.00	$0.00
21.	1	LS	Testing Allowance	$500.00	$500.00	(1.00)	($500.00)	0.00	$0.00
			TOTAL BASE BID		$198,045.00		$12,218.50		$210,263.50

ORIGINAL CONTRACT PRICE	$198,045.00
INCREASE / (DECREASE) OF THIS CHANGE ORDER	$12,218.50
CONTRACT PRICE INCORPORATING THIS CHANGE ORDER	$210,263.50

ITEM 6-B (4 of 4)

PUBLIC UTILITIES

Macon Robertson, Interim - Public Utilities Director
Warren County Bridge No. 44 Water Main Relocation Change Order # 1

Warren County - Warren County Bridge No. 44 Water Main Relocation **7/18**

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Warren County	Owner's Contract No.:	N/A
Contractor:	Herring-Rivenbark, Inc.	Contractor's Project No.:	
Engineer:	Rivers & Associates, Inc.	Engineer's Project No.:	2017109
Project:	Warren County Bridge No. 44 Water Main Relocation	Contract Name:	Warren County Bridge No. 44 Water Main Relocation

This [~~preliminary~~] [final] Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

August 9, 2019
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: ☒ None ☐ As follows

Amendments to Contractor's responsibilities: ☒ None ☐ As follows:

The following documents are attached to and made a part of this Certificate: None

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: [signature] (Authorized signature)	By: Owner (Authorized Signature)	By: [signature] Contractor (Authorized Signature)
Title: Project Manager	Title:	Title: PROJECT MANAGER
Date: 12/10/19	Date:	Date: 12/11/19

ITEM 6-C (1 of 3)

PUBLIC UTILITIES

Macon Robertson, Interim - Public Utilities Director

Warren County Bridge No. 77 Water Main Relocation Change Order # 1
Final & Certificate of Substantial Completion – Chairman authorized to sign.

Warren County – Warren County Bridge No. 77 Water Main Relocation 7/18

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 1-Final

Date of Issuance: December 10, 2019	Effective Date: December 10, 2019
Owner: Warren County	Owner's Contract No.:
Contractor: Herring-Rivenbark, Inc.	Contractor's Project No.:
Engineer: Rivers & Associates, Inc.	Engineer's Project No.: 2017110
Project: Warren County Bridge No. 77 Water Main Relocation	Contract Name: Warren County Bridge No. 77 Water Main Relocation

The Contract is modified as follows upon execution of this Change Order:
Description: Adjust the Contract quantities to agree with the actual final quantities installed and extend the Contract Times to agree with the actual Substantial and Final Completion Date.

Attachments: *[List documents supporting change]*
Attachment 1 – Change in Contract Price

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 127,745.00	Original Contract Times: Substantial Completion: June 5, 2019 Ready for Final Payment: June 5, 2019 ~~days or~~ dates
[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A: $ 0.00	[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price prior to this Change Order: $ 127,745.00	Contract Times prior to this Change Order: Substantial Completion: June 5, 2019 Ready for Final Payment: June 5, 2019 ~~days or~~ dates
[Increase] [~~Decrease~~] of this Change Order: $ 1,304.00	[Increase] [~~Decrease~~] of this Change Order: Substantial Completion: 48 Ready for Final Payment: 48 days ~~or dates~~
Contract Price incorporating this Change Order: $ 129,049.00	Contract Times with all approved Change Orders: Substantial Completion: July 23, 2019 Ready for Final Payment: July 23, 2019 ~~days or~~ dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: [signature]	By:	By: [signature]
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Manager	Title	Title PROJECT MANAGER
Date: 12/10/19	Date	Date 12/11/19

Approved by Funding Agency (if applicable)

By: N/A Date:
Title:

EJCDC® C-941, Change Order. (C-941) CO-1
Prepared and published 2013 by the Engineers Joint Contract Documents Committee.
Page 1 of 1

ITEM 6-C (2 of 3)

PUBLIC UTILITIES

Macon Robertson, Interim - Public Utilities Director
Warren County Bridge No. 77 Water Main Relocation Change Order # 1

WARREN COUNTY

WARREN COUNTY BRIDGE NO. 77 WATER MAIN RELOCATION

CHANGE ORDER NO. 1 - FINAL

ATTACHMENT 1 - CHANGE IN CONTRACT PRICE

ORIGINAL CONTRACT AMOUNTS						CHANGE ORDER NO. 1 - FINAL			
						NET ADD / (DEDUCT)		REVISED CONTRACT AMOUNTS	
ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	COST	QTY.	COST	QTY.	COST
1.	387	LF	8" Fusible C900 PVC Water Main (Dir. Bore)	$185.00	$71,595.00	13.00	$2,405.00	400.00	$74,000.00
2.	300	LF	8" RJDIP Water Main	$86.50	$25,950.00	7.00	$605.50	307.00	$26,555.50
3.	2	EA	8" Gate Valve & Box	$1,860.00	$3,720.00	0.00	$0.00	2.00	$3,720.00
4.	1	EA	2" Temporary Blow-Off	$2,315.00	$2,315.00	0.00	$0.00	1.00	$2,315.00
5.	2	EA	1" Manual Air Release Valve	$1,185.00	$2,370.00	(2.00)	($2,370.00)	0.00	$0.00
6.	2	EA	Tie into Existing 8" Water Main	$1,250.00	$2,500.00	0.00	$0.00	2.00	$2,500.00
7.	150	LB	Misc. Ductile Iron Fittings	$7.50	$1,125.00	(150.00)	($1,125.00)	0.00	$0.00
8.	630	LF	Grout and Abandon 8" Water Main	$22.50	$14,175.00	20.00	$450.00	650.00	$14,625.00
9.	2	EA	Water Main Crossing Sign	$500.00	$1,000.00	0.00	$0.00	2.00	$1,000.00
10.	5	CY	Rock Excavation	$120.00	$600.00	(5.00)	($600.00)	0.00	$0.00
11.	10	CY	Select Backfill	$40.00	$400.00	(10.00)	($400.00)	0.00	$0.00
12.	10	TN	Stabilization Stone	$50.00	$500.00	0.00	$0.00	10.00	$500.00
13.	2	EA	Straw Wattle Check Dam	$85.00	$170.00	2.00	$170.00	4.00	$340.00
14.	50	SY	Matting for Erosion Control	$3.50	$175.00	565.00	$1,977.50	615.00	$2,152.50
15.	50	LF	Silt Fence	$3.00	$150.00	397.00	$1,191.00	447.00	$1,341.00
16.	1	LS	Power Pole Holding Allowance	$500.00	$500.00	(1.00)	($500.00)	0.00	$0.00
17.	1	LS	Testing Allowance	$500.00	$500.00	(1.00)	($500.00)	0.00	$0.00
			TOTAL BASE BID		$127,745.00		$1,304.00		$129,049.00

ORIGINAL CONTRACT PRICE	$127,745.00
INCREASE / (DECREASE) OF THIS CHANGE ORDER	$1,304.00
CONTRACT PRICE INCORPORATING THIS CHANGE ORDER	$129,049.00

ITEM 6-C (3 of 4)

PUBLIC UTILITIES

Macon Robertson, Interim - Public Utilities Director
Warren County Bridge No. 77 Water Main Relocation Change Order # 1

Warren County - Warren County Bridge No. 77 Water Main Relocation 7/18

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Warren County	Owner's Contract No.:	N/A
Contractor:	Herring-Rivenbark, Inc.	Contractor's Project No.:	
Engineer:	Rivers & Associates, Inc.	Engineer's Project No.:	2017110
Project:	Warren County Bridge No. 77 Water Main Relocation	Contract Name:	Warren County Bridge No. 77 Water Main Relocation

This [preliminary] [final] Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

July 23, 2019
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: ☒ None ☐ As follows

Amendments to Contractor's responsibilities: ☒ None ☐ As follows:

The following documents are attached to and made a part of this Certificate: None

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: [signature] (Authorized signature)	By: Owner (Authorized Signature)	By: [signature] Contractor (Authorized Signature)
Title: Project Manager	Title:	Title: PROJECT MANAGER
Date: 12/10/19	Date:	Date: 12/11/19

ITEM 6-D (1 of 3)

PUBLIC UTILITIES

Macon Robertson, Interim - Public Utilities Director

Warren County Bridge No. 44 Project Close-Out by Herring-Rivenbark, Inc. Contractors Final Waiver of Lien, Release, Affidavit & Indemnification Agreement and Consent of Surety to Final Payment. Date of substantial completion August 2019. Chairman authorized to sign.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 1 (FINAL)

Application Period: 8/31/2019		Application Date: 8/31/2019	
To (Owner): Warren County	From (Contractor): Herring-Rivenbark	Via (Engineer):	Rivers & Associates, Inc.
Project: Bridge No. 44 Water Main Relocation			
Owner's Contract No:	Contractor's Project No:	Engineer's Project No:	

Application For Payment
Change Order Summary

Approved Change Orders

Number	Additions	Deductions
1	$12,218.50	
TOTALS	$12,218.50	
NET CHANGE BY CHANGE ORDERS	$12,218.50	

1. ORIGINAL CONTRACT PRICE	$	$198,045.00
2. Net change by Change Orders	$	$12,218.50
3. Current Contract Price (Line 1 + 2)	$	$210,263.50
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	$	$210,263.50
5. RETAINAGE:		
a. 5% X ____ Work Completed	$	
b. 5% X ____ Stored Material	$	
c. Total Retainage (Line 5a + Line 5b)	$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	$	$210,263.50
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	
8. AMOUNT DUE THIS APPLICATION	$	$210,263.50
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	$	

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: [signature] Date: 12/11/2019

Payment of $ $210,263.50
(Line 8 or other - attach explanation of the other amount)
is recommended by [signature] (Engineer) 12/13/19 (Date)

Payment of $ $210,263.50
(Line 8 or other - attach explanation of the other amount)
is approved by _____ (Owner) _____ (Date)

Approved by _____ Funding Agency (if applicable) _____ (Date)

ITEM 6-D (2 of 3)

PUBLIC UTILITIES

Macon Robertson, Interim - Public Utilities Director

Warren County Bridge No. 44 Project Close-Out by Herring-Rivenbark, Inc.

Contractors Final Waiver of Lien, Release, Affidavit & Indemnification Agreement and Consent of Surety to Final Payment.

HERRING-RIVENBARK, INC.

CONTRACT NO. & TITLE: Warren County Bridge No. 44 Water Main Relocation									
PE #FINAL 08/31/2019									
ITEM	ITEM DESCRIPTION		CONTRACT ITEMS			THIS PERIOD		TOTAL TO DATE	
		UNIT	Qty	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	6" Fusible C900 PVC Water Main (Dir Bore)	LF	630	$ 138.00	$ 86,940.00	630	$ 86,940.00	630	$ 86,940.00
2	6" RJDIP Water Main	LF	342	$ 85.00	$ 29,070.00	342	$ 29,070.00	342	$ 29,070.00
3	6" C900 PVC Water Main	LF	780	$ 51.50	$ 40,170.00	780	$ 40,170.00	780	$ 40,170.00
4	6" Gate Valve & Box	EA	2	$ 1,295.00	$ 2,590.00	2	$ 2,590.00	2	$ 2,590.00
5	2" Temporary Blow-off	EA	1	$ 2,315.00	$ 2,315.00	1	$ 2,315.00	1	$ 2,315.00
6	1" Manual Air Release Valve	EA	0	$ -	$ -		$ -		$ -
7	Tie into Existing 6" Water Main	EA	2	$ 1,125.00	$ 2,250.00	2	$ 2,250.00	2	$ 2,250.00
8	Misc. Ductile Iron Fittings	LBS	210	$ 6.50	$ 1,365.00	210	$ 1,365.00	210	$ 1,365.00
9	3/4" Water Service Changeover	EA	1	$ 875.00	$ 875.00	2	$ 1,750.00	2	$ 1,750.00
10	3/4" Water Service Tubing	LF	80	$ 3.00	$ 240.00	160	$ 480.00	160	$ 480.00
11	Bore for 3/4" Water Service	LF	64	$ 21.00	$ 1,344.00	128	$ 2,688.00	128	$ 2,688.00
12	Grout and Abandon 6" Water Main	LF	1698	$ 18.00	$ 30,564.00	1698	$ 30,564.00	1698	$ 30,564.00
13	Water Main Crossing Sign	EA	2	$ 500.00	$ 1,000.00	2	$ 1,000.00	2	$ 1,000.00
14	Rock Excavation	CY	0	$ -	$ -		$ -		$ -
15	Select Backfill	CY	0	$ -	$ -		$ -		$ -
16	Stabilizaiton Stone	TN	10	$ 50.00	$ 500.00	10	$ 500.00	10	$ 500.00
17	Straw Wattle Check Dam	EA	6	$ 85.00	$ 510.00	6	$ 510.00	6	$ 510.00
18	Matting for Erosion Control	SY	1629	$ 3.50	$ 5,701.50	1629	$ 5,701.50	1629	$ 5,701.50
19	Silt Fence	LF	790	$ 3.00	$ 2,370.00	790	$ 2,370.00	790	$ 2,370.00
20	Power Pole Holding Allowance	LS	0	$ -	$ -		$ -		$ -
21	Testing Allowance	LS	0	$ -	$ -		$ -		$ -
	TOTAL BID- UNIT PRICE SECTION				$ 207,804.50		$ 210,263.50		$ 210,263.50
			5						

ITEM 6-D (3 of 3)

PUBLIC UTILITIES

Macon Robertson, Interim - Public Utilities Director

Warren County Bridge No. 44 Project Close-Out by Herring-Rivenbark, Inc.

Contractors Final Waiver of Lien, Release, Affidavit & Indemnification Agreement and Consent of Surety to Final Payment.

CONTRACTOR'S SALES TAX REPORT - N.C. STATE & LOCAL TAXES PAID

OWNER: Warren County
CONTRACTOR: Herring & Rivenbark, Inc.
ADDRESS: P.O. Box 3425 Kinston, N.C. 28501

PROJECT: Bridge No. 44 Water Main Relocation
FOR PERIOD: 04/29/2019
TO: 08/31/2019

Vendor	Address	Invoice #	Date	Invoice Amt.	N.C. Tax	County Tax	County
Underground Solutions, Inc.	PO BOX 74008573	551762	4/29/2019	$ 6,142.50	$291.77	$122.85	Warren
Water Works Inc.	125 Sixth Ave Suite 100 MT. LAUREL, NJ 08054	455563	5/31/2019	$12,638.37	$600.32	$252.77	Warren
					$0.00	$0.00	
					$0.00	$0.00	
					$0.00	$0.00	
					$0.00	$0.00	
					$0.00	$0.00	
					$0.00	$0.00	
					$0.00	$0.00	
TOTAL				$ 18,780.87	$892.09	$375.62	

I, Gary Johnson, certify that the foregoing statement of applicable sales tax paid in connection with the referenced contract is true to the best of my knowledge and belief.

(Signed)

Title: (Project Manager)

State of North Carolina, County of Lenoir
Subscribed and Sworn to before me this 31st Day of August 2019.
Notary Public William G Boyette
My commission expires 11/25/2019.

ITEM 6-E (1 of 3)

PUBLIC UTILITIES

Macon Robertson, Interim - Public Utilities Director

Warren County Bridge No. 77 Project Close-Out by Herring-Rivenbark, Inc. Contractors Final Waiver of Lien, Release, Affidavit & Indemnification Agreement and Consent of Surety to Final Payment. Date of substantial completion July 2019. Chairman authorized to sign.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 1 (FINAL)

	Application Period: 8/31/2019	Application Date	8/31/2019
To (Owner): Warren County	From (Contractor): Herring-Rivenbark	Via (Engineer):	Rivers & Associates, Inc.
Project: Bridge No. 77 Water Main Relocation			
Owner's Contract No:	Contractor's Project No.:	Engineer's Project No.:	

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	$1,304.00	
TOTALS	$1,304.00	
NET CHANGE BY CHANGE ORDERS	$1,304.00	

1. ORIGINAL CONTRACT PRICE	$	$127,745.00
2. Net change by Change Orders	$	$1,304.00
3. Current Contract Price (Line 1 + 2)	$	$129,049.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	$	$129,049.00
5. RETAINAGE:		
a. 5% X Work Completed	$	
b. 5% X Stored Material	$	
c. Total Retainage (Line 5a + Line 5b)	$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	$	$129,049.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	
8. AMOUNT DUE THIS APPLICATION	$	$129,049.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	$	

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: [signature] Date: 12/11/2019

Payment of: $ $129,049.00 (Line 8 or other - attach explanation of the other amount)

is recommended by: [signature] (Engineer) 12/13/19 (Date)

Payment of: $ $129,049.00 (Line 8 or other - attach explanation of the other amount)

is approved by: (Owner) (Date)

Approved by: Funding Agency (if applicable) (Date)

ITEM 6-E (2 of 3)

PUBLIC UTILITIES

Macon Robertson, Interim - Public Utilities Director
Warren County Bridge No. 77 Project Close-Out by Herring-Rivenbark, Inc.
Contractors Final Waiver of Lien, Release, Affidavit & Indemnification Agreement and Consent of Surety to Final Payment.

WARREN COUNTY

WARREN COUNTY BRIDGE NO. 77 WATER MAIN RELOCATION

CHANGE ORDER NO. 1 - FINAL

ATTACHMENT 1 - CHANGE IN CONTRACT PRICE

ORIGINAL CONTRACT AMOUNTS						CHANGE ORDER NO. 1 - FINAL			
						NET ADD / (DEDUCT)		REVISED CONTRACT AMOUNTS	
ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	COST	QTY.	COST	QTY.	COST
1.	387	LF	8" Fusible C900 PVC Water Main (Dir. Bore)	$185.00	$71,595.00	13.00	$2,405.00	400.00	$74,000.00
2.	300	LF	8" RJDIP Water Main	$86.50	$25,950.00	7.00	$605.50	307.00	$26,555.50
3.	2	EA	8" Gate Valve & Box	$1,860.00	$3,720.00	0.00	$0.00	2.00	$3,720.00
4.	1	EA	2" Temporary Blow-Off	$2,315.00	$2,315.00	0.00	$0.00	1.00	$2,315.00
5.	2	EA	1" Manual Air Release Valve	$1,185.00	$2,370.00	(2.00)	($2,370.00)	0.00	$0.00
6.	2	EA	Tie into Existing 8" Water Main	$1,250.00	$2,500.00	0.00	$0.00	2.00	$2,500.00
7.	150	LB	Misc. Ductile Iron Fittings	$7.50	$1,125.00	(150.00)	($1,125.00)	0.00	$0.00
8.	630	LF	Grout and Abandon 8" Water Main	$22.50	$14,175.00	20.00	$450.00	650.00	$14,625.00
9.	2	EA	Water Main Crossing Sign	$500.00	$1,000.00	0.00	$0.00	2.00	$1,000.00
10.	5	CY	Rock Excavation	$120.00	$600.00	(5.00)	($600.00)	0.00	$0.00
11.	10	CY	Select Backfill	$40.00	$400.00	(10.00)	($400.00)	0.00	$0.00
12.	10	TN	Stabilization Stone	$50.00	$500.00	0.00	$0.00	10.00	$500.00
13.	2	EA	Straw Wattle Check Dam	$85.00	$170.00	2.00	$170.00	4.00	$340.00
14.	50	SY	Matting for Erosion Control	$3.50	$175.00	565.00	$1,977.50	615.00	$2,152.50
15.	50	LF	Silt Fence	$3.00	$150.00	397.00	$1,191.00	447.00	$1,341.00
16.	1	LS	Power Pole Holding Allowance	$500.00	$500.00	(1.00)	($500.00)	0.00	$0.00
17.	1	LS	Testing Allowance	$500.00	$500.00	(1.00)	($500.00)	0.00	$0.00
TOTAL BASE BID					$127,745.00		$1,304.00		$129,049.00

ORIGINAL CONTRACT PRICE	$127,745.00
INCREASE / (DECREASE) OF THIS CHANGE ORDER	$1,304.00
CONTRACT PRICE INCORPORATING THIS CHANGE ORDER	$129,049.00

ITEM 6-E (3 of 3)

PUBLIC UTILITIES

Macon Robertson, Interim - Public Utilities Director

Warren County Bridge No. 77 Project Close-Out by Herring-Rivenbark, Inc.

Contractors Final Waiver of Lien, Release, Affidavit & Indemnification Agreement and Consent of Surety to Final Payment.

Warren County – Warren County Bridge No. 77 Water Main Relocation 7/18

CONTRACTOR'S
FINAL WAIVER OF LIEN,
RELEASE, AFFIDAVIT, AND INDEMNIFICATION AGREEMENT

FROM: Herring-Rivenbark, Inc.
P.O. Box 3425
Kinston, NC 28502

(hereinafter "**Undersigned**" as Contractor)

TO: Warren County
602 W. Ridgeway Street
Warrenton, NC 27589

(hereinafter "**Owner**")

RE: Warren County Bridge No. 77 Water Main Relocation

The Undersigned, in consideration of any and all previous payments made to it, (including the full and final payment) and other good and valuable considerations, hereby waives and releases all actions, debts, claims and demands against the Engineer, Owner, and its lender, title insurer, if any, their officers agents and representatives, on account of any and all work, including but not limited to: Labor; professional design or surveying services; materials; appliances; equipment; machinery; fixtures; or furnishings ("Work") performed and furnished by it, in connection with the making of improvements on or beneath the Real Property and for the Project of the Owner as referenced above; and

Hereby waives any and all right to have a mechanic's, laborer's, materialman's or other liens by virtue of the laws of North Carolina or any amendment of said laws, and all right to file any such liens or assert claims presently or in the future against bonds, funds, the Project or said Real Property relating to the Work; and

Hereby agrees to promptly: withdraw any claim against bonds; pay and release of record any and all mechanic's, laborers, materialman's and other liens filed or claimed by others in connection with the Undersigned's Work on the Project, which may now or in the future affect said Real Property: and to defend, indemnify and save Owner harmless from any claim, liability or expense (including attorney's fees) because of any such claims or liens or the enforcement thereof.

The Undersigned, on oath, states: that no UCC Financing Statement, security interest, conditional bill of sale or retention of title agreement, has been given or executed by the Undersigned for or in connection with any material, appliances, machinery, fixtures or furnishings placed upon or installed in the Real Property and Project:

ITEM 6-F (1 of 4)

PUBLIC UTILITIES

Macon Robertson, Interim - Public Utilities Director

NC Department of Transportation Facility Maintenance Agreement for I-85 Pump Station at Southbound NC Welcome Center. Chairman sign same.

This Agreement replaces the one done January 2019 because it had the wrong funding numbers on it and it was set up as a supplemental with no funds for reimbursement attached.

There was no way to fix the Jan 2019 so we had to re-do it.

Sorry for the inconvenience.

Elizabeth Honeycutt, Division 5 Traffic
North Carolina Department of Transportation eehoneycutt@ncdot.gov

WARREN COUNTY BOARD OF COMMISSIONERS
602 WEST RIDGEWAY STREET
POST OFFICE BOX 619
WARRENTON, NORTH CAROLINA 27589

Tare Davis, Chairman
Victor Hunt, Vice Chairman
Bertadean Baker
Jennifer Pierce
Walter Powell

Vincent Jones
County Manager

Angelena Kearney-Dunlap
Clerk to the Board

Memorandum

Date: December 30, 2019

To: Warren County Board of Commissioners

From: Vincent Jones, County Manager

Through: Macon Robertson, Interim Director, Public Utilities

RE: **NCDOT Facility Maintenance Agreement**

Warren County currently has an active five (5) year Facility Maintenance Agreement with NCDOT to operate the Waste Water Pump Station at the NCDOT Welcome Center that was approved in January of 2019. NCDOT Welcome Center staff recently realized that the document they submitted to Warren County for execution did not meet their NCDOT standards for the reimbursement of cost for operation to Warren County. The revised document presented is a correction by NCDOT to meet their contract standards.

ITEM 6-F (2 of 4)

PUBLIC UTILITIES

Macon Robertson, Interim - Public Utilities Director
NC Department of Transportation Facility Maintenance Agreement for I-85 Pump Station at Southbound NC Welcome Center

NORTH CAROLINA
WARREN COUNTY

FACILITY MAINTENANCE AGREEMENT

DATE: 12/11/2019

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

WBS Elements: 5RE.109338

WARREN COUNTY

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and Warren County, hereinafter referred to as the "County".

WITNESSED

WHEREAS, the Department will reimburse Warren County for utility and maintenance of facilities at the I-85 southbound lane NC Rest Area/Welcome Center at the NC/VA state line; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly, including but not limited to, the following applicable legislation: General Statutes of North Carolina, Section 136-66.1, Section 160A-296 and 297, Section 136-18, and Section 20-169;

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

1. This Agreement is to reimburse Warren County for utility and maintenance bills for the pump station facilities at the I-85 southbound lane NC Welcome Center at the NC/VA state line.

2. It is estimated that the annual maintenance costs will not exceed $20,000. However, the County will notify the Department, in advance, if annual repair costs are anticipated to exceed this amount. The County shall obtain prior approval from the Department before expending funds greater than $5,000 for any one quarter.

ITEM 6-F (3 of 4)

PUBLIC UTILITIES

Macon Robertson, Interim - Public Utilities Director
NC Department of Transportation Facility Maintenance Agreement for I-85 Pump Station at Southbound NC Welcome Center

3. The Department will not be responsible for any maintenance and/or repair costs to the generator, nor will the Department be responsible for any costs of maintenance and/or repairs to the pump station that are caused by the generator.

4. The County agrees to accept from the Rest Area/Welcome Center 15,000 gallons of sewage per day with peak days of 20,000 gallons of sewage per day. The County further agrees to accept increased future sewage flow attributed to normal traffic increases.

5. The Department shall reimburse the County actual cost for the maintenance and/or repair of the pump stations. The Department shall be billed up to $5,000 quarterly by the County at the Division Office for the maintenance and/or repair of the pump stations. All final bills must be submitted within one (1) year of said usage.

ANNUAL RENEWALS

6. This Agreement shall be in full force and effect on the first day of the month following the date that this Agreement is fully executed by the Department and the County. If needed, the Agreement may be modified by mutual agreement of the parties. The Agreement may be renewed annually for a total of 5 years from the date of full execution, incorporating any mutually agreed-upon adjustments or revisions if needed. Either party may terminate the said agreement upon 60 days written notice.

.ADDITIONAL PROVISIONS

7. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The County certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal or State Department or Agency.

8. The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

9. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

ITEM 6-F (4 of 4)

PUBLIC UTILITIES

Macon Robertson, Interim - Public Utilities Director
NC Department of Transportation Facility Maintenance Agreement for I-85 Pump Station at Southbound NC Welcome Center

10. By Executive Order 24, issued by Governor Perdue, and N.C. G.S.§ 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED that the approval of the project by the Department is subject to the conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the County by authority duly given.

ATTEST:

BY: _____

TITLE: _____

WARREN COUNTY

BY: _____

TITLE: _____

DATE: _____

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Federal Tax Identification Number

_____

(SEAL)

Remittance Address:

Warren County

_____

_____

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: _____

ITEM 7 (1 of 2)

Consider Resolution Conveying two (2) Frigidaire 30 Inch Range Stoves from Emergency Medical Services (EMS) to Soul City Volunteer Fire Department and Macon Rural Volunteer Fire Department for $1 each. Chairman sign same.

ITEM 7 (2 of 2)

Consider Resolution Conveying two (2) Frigidaire 30 Inch Range Stoves from Emergency Medical Services (EMS) to Soul City Volunteer Fire Department and Macon Rural Volunteer Fire Department for $1 each. Chairman sign same.

Resolution Conveying Personal Property By Private Sale

WHEREAS, Warren County has the authority to convey property pursuant to N.C.G.S. § 159A-176, and;

WHEREAS, N.C.G.S. § 160A-279 states that a County may, in lieu of or in addition to an appropriation of funds, convey real or personal property it owns, by private sale, to any non-profit entity (Agency) which carries out a public purpose, and;

WHEREAS, in such conveyance, the County shall attach covenants and/or conditions that assure that said property will be put to a public use by the recipient Agency, and;

WHEREAS, notice of this private sale has been published pursuant to N.C.G.S. § 160A-267.

NOW THEREFORE BE IT RESOLVED BY THE WARREN COUNTY BOARD OF COMMISSIONERS THAT: The Warren County Manager (or designee) is hereby ordered to dispose of and convey, by private sale, surplus items, including two stoves as follows: 1 stove to Soul City Volunteer Fire Department for and 1 stove to Macon Rural Volunteer Fire Department (the Agencies). Both Agencies are 501c3 nonprofit organizations based in Warren County. Agencies shall pay Warren County $1.00 each for said items**.**

Said property shall be used by the Agencies for a public purpose, in accordance with its mission statement in serving the public, as required by N.C.G.S. § 160A-279.

ADOPTED this the 6th day of January 2020.

WARREN COUNTY BOARD OF COMMISSIONERS

ATTEST: Tare "T" Davis, Chairman

ITEM 8

REQUEST FROM JUVENILE CRIME PREVENTION COUNCIL (JCPC) for Authorization to receive additional funds for FY 19-20 in the amount of $12,475 (Funds will be allocated as follows: $2,475 to JCPC Admin and $10,000 to Coop Ext 4-H Way/Community Service/Teen Court programs)

Authorize Chairman Davis to sign same.

Warren County

NC DPS - Community Programs - County Funding Plan

Available JCPC Funds: $ $81,719
Raise the Age Expansion Funds: $ $12,475

Local Match: $ $50,083 Rate: 10%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	New 19-20 Total DPS Funds	Original 19-20 DPS Funds	DPS-RtA Expansion Funding	LOCAL FUNDING County Cash Match	Other Local Cash Match	Local In-Kind	OTHER State/ Federal	OTHER Funds	Total
1	Boys and Girls Club - Positive Action Interpersonal Skill Building Program	$35,291	$35,291		$3,529					$38,820
2	JCPC Administrative	$7,475	$5,000	$2,475						$7,475
3	Warren County Cooperative Extension - 4H Way, Community Service and Teen Court	$51,428	$41,428	$10,000	$46,554					$97,982
4										
	TOTALS:	$94,194	$81,719	$12,475	$50,083					$144,277

The above plan was derived through a planning process by the Warren County Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 19-20

Amount of Unallocated JCPC Funds _____

Amount of Unallocated RtA Expansion Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

Check type ☐ Initial plan ☐ Update ☐ Final

Cathy Austin-Kearney 12/16/19
Chairperson, Juvenile Crime Prevention Council (Date)

Chairperson, Board of County Commissioners or County Finance Officer (Date)

ITEM 9 (1 of 3)

FOLLOW-UP TO DECEMBER 12TH WORK SESSION
Consideration of revised Parks & Recreation Fee Schedule

MEMORANDUM

TO: Warren County Board of Commissioners

THROUGH: Vincent E. Jones, County Manager

FROM: Dickie Williams, Parks and Recreation Director

DATE: December 4, 2019

RE: Approval of Recreation Fees

Approval of Recreation Fees

The Parks and Recreation Commission appointed a committee to discuss the recreation fees that are charged to use the Parks and Recreation facilities. This committee met on August 13th and presented their findings to the Parks and Recreation Commission at their September 12th meeting. Additional information on the recreation fee was discussed and another meeting for the committee was scheduled on October 24th. The recommendation from the committee was presented to the Parks and Recreation Commission at their November 14th meeting. Further clarification was needed on some items and so the Parks and Recreation Commission had a called meeting on Tuesday, December 3rd to discuss the recreation fees. The Parks and Recreation Commission approved the new proposed rates at this meeting. One of the main changes was going from $75/hour to $45/hour for general public (admission charged). The reason for this change was based on community feedback that this rate was too high and checking with surrounding counties and setting the rate more consistent with the other counties. The other main change was the hourly rate charged for use of the gym. A daily rate was also added to this usage. There also some clarification to ball field usage rates.

I recommend that we approve the proposed recreation fees which the Parks and Recreation Commission approved at the December 3rd called meeting.

ITEM 9 (2 of 3)

FOLLOW-UP TO DECEMBER 12TH WORK SESSION
Consideration of revised Parks & Recreation Fee Schedule.

Gym:

Current Rate	Proposed Rate
$20/hour for nonprofits	Nonprofits: $20/hour (minimum of 2 hours); $75/daily
Weekend tournament/admissions charged for nonprofits $300 for the weekend (Scenario: Full play from 9am-5pm/8 hoursx2days= 16 hours… $300weekend/16hours =$18.75/hour)	~~Weekend tournament for nonprofits $300 for the weekend~~
$25/hour for general public (no admission charged)	General public: $25/hour; $100/daily
$75/hour for general public (admission charged)	General public charging admissions/tournaments: $45/hourly for tournaments/admissions (minimum of 2 hours)
---	$175/day for tournaments/admissions
Weekend tournament/admissions charged for general public $350 for the weekend (Scenario: Full play from 9am-5pm/8 hoursx2days= 16 hours… $350weekend/16hours =$22/hour or $175/day)	~~Weekend tournament for general public $350 for the weekend~~
Warren County Schools $25/event if charging admission	~~Warren County Schools $25/event if charging admission~~
Bona fide youth group $10 flat fee for 2 hours	~~Bona fide youth group $10 flat fee for 2 hours~~
Clock operator $10/hour	Clock operator $10/hour
Cleaning and damage fee $75	Cleaning and damage deposit for tournaments $150 (deposit will be returned if all is well in 2-3 business days)

Picnic Shelter (applies to Rec Complex and Magnolia Ernest Recreation Park):

Current Rate	Proposed Rate
Non-profits $20/4hours; $35/8 hours	Non-profits $20/4hours; $35/8 hours
General public $25/4hours; $40/8 hours	General public $25/4hours; $40/8 hours

ITEM 9 (3 of 3)

FOLLOW-UP TO DECEMBER 12TH WORK SESSION
Consideration of revised Parks & Recreation Fee Schedule.

Ball Field (per field):

Current Rate	Proposed Rate
Non-profits $10/hour (no lights)	Non-profits $10/hour (no admissions; no lights)
---	Non-profit tournament (2 days; no lights): $200
General public $15/hour (no lights)	General public $15/hour (no lights)
---	General public tournament (2 days; no lights): $250
Lights are $15/hr. for 2 hours	Lights are $15/hr. for 2 hours (minimum of 2 hours)
Field prep $30	Field prep $30/field

Pool at MERP:

Current Rate	Proposed Rate
Per person $2	Per person $2
Pool party $120/2 hours	Pool party $120/2 hours

ITEM 10

FY 20-21 BUDGET WORK SESSION SCHEDULE

May 4th 6pm Budget Presentation

May 12th 9am Work Session

May 19th 9am Work Session

June 1st 6pm Budget Public Hearing

June 17th 2pm Work Session (if needed)

June 23rd 6pm Special Meeting to Adopt Budget

ITEM # 11

COMMISSIONER UPDATES

ITEM 12

CLOSED SESSION

In accordance with NCGS §143-318.11(a)(3)(4) & (6) for Discussion of Personnel Matters, Location/Expansion of Business & Attorney Client Privilege

ITEM 13

ADJOURN

JANUARY 6, 2020
REGULAR MEETING