

**CITY OF CLAREMONT  
ORDINANCE 42-26**

**WATER & SEWER – MISCELLANEOUS GRANT REVENUE (FUND 850)  
ORDINANCE TO CREATE A CAPITAL PROJECT FUND**

**BE IT ORDAINED** by City Council of Claremont, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Grant Project Fund Ordinance is hereby adopted.

**Section 1** – This ordinance creates a Water & Sewer Miscellaneous Grant Revenue Project with low transactions grants, typically not resulting in an asset, Fund 350, with individual grants designated by departments. The first department of this fund will be department, 8500, for AIA Grant W-0245 to utilize \$150,000 received by the City of Claremont through a Wastewater Asset Inventory and Assessment reimbursement grant and \$30,000 City of Claremont match transfer. The study will evaluate the condition and performance of the City's sanitary sewer system.

**Section 2** – This ordinance shall remain in effect for the duration of this grant and future grants until closed; subject to periodic review by the City Council.

**Section 3** – The City Manager is hereby directed to act on behalf of the City Council in all matters associated with the project within the terms of all contracts, agreements and legal requirements binding on the project and within limits of the funds appropriated herein.

**Section 4** – The following revenues are available for this project:

|                                               |                 |
|-----------------------------------------------|-----------------|
| Grant – AIA (W-0245) [350-8500-434140]        | \$150,000       |
| Transfer In – Water & Sewer [350-8500-491330] | <u>\$30,000</u> |
| Total Revenues                                | \$180,000       |

**Section 5** – The following amounts are appropriated for the project:

|                                       |                  |
|---------------------------------------|------------------|
| Contracted Services [350-8500-760200] | <u>\$180,000</u> |
| Total Expenses                        | \$180,000        |

**Section 6** – The City Manager is directed to report annually on the financial status of this project and keep the City Council informed of any unusual occurrences associated with the project.

**Section 7** – The Finance Officer is hereby directed to maintain within the Grant Fund sufficient specific detailed accounting records to provide the accounting to City Council required by the program procedures, loan agreement and state regulations.

**Section 8** – The Finance Officer is directed to report quarterly on the financial status of each grant element in Section 4 and on the total revenues received or claimed.

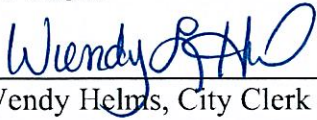
**Section 9** – Copies of this project ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 6<sup>th</sup> day of April, 2026.



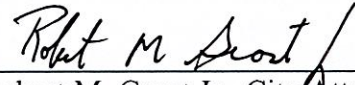
Shawn R. Brown, Mayor

ATTEST:



Wendy Helms, City Clerk

APPROVED AS TO FORM:



Robert M. Grant Jr., City Attorney

**Task Order No. 3**

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In accordance with Paragraph 1.01 of the Agreement between Owner and Engineer for Professional Services, dated **April 11, 2023** ("Agreement"), Owner and Engineer agree as follows:

**1. Specific Project Data**

A. Title: **Wastewater Asset Inventory and Assessment**

B. Description: **Provide engineering services for a Sewer Asset Inventory and Assessment (AIA) project.**

C. Number of Construction Contracts

The Specific Project is anticipated to be constructed under **N/A** Construction Contracts.

**2. Services of Engineer**

- Perform field investigations including: smoke testing, CCTV inspection of sewer lines, visual manhole inspections
- Develop a gravity sewer and manhole Capital Improvements Plan (CIP)
- Update the City's Asset Management Plan (AMP)
- Prepare a final report to document findings

**3. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Appendix 1, subject to the following:  
**None.**

**4. Times for Rendering Services**

| <u>Phase</u>                                  | <u>Completion Date</u>   |
|-----------------------------------------------|--------------------------|
| <u>Begin following execution of Agreement</u> | <u>Approx. 12 months</u> |

**5. Payments to Engineer**

A. Owner shall pay Engineer for services rendered as follows:

| <i>Category of Services</i> | <i>Compensation Method</i> | <i>Estimate of Compensation for Services</i> |
|-----------------------------|----------------------------|----------------------------------------------|
| Field Investigation         | Lump Sum                   | \$114,500.00                                 |
| CIP Development/AMP Update  | Lump Sum                   | \$20,500.00                                  |

|                       |                 |                     |
|-----------------------|-----------------|---------------------|
| Final Report/Closeout | Lump Sum        | \$10,000.00         |
| Grant Administration  | Lump Sum        | \$5,000.00          |
| <b>Total Fee</b>      | <b>Lump Sum</b> | <b>\$150,000.00</b> |

B. The terms of payment are set forth in Article 2 (Payment Procedures) of the Short Form of Agreement between Owner and Engineer.

6. Consultants: None
7. Other Modifications to Agreement: None
8. Attachments: Standard Hourly Rate Schedule
9. Documents Incorporated By Reference: Engineering Services Agreement dated April 11, 2023.
10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

*{This area left blank intentionally}*

The Effective Date of this Task Order is \_\_\_\_\_.

**OWNER:**

**City of Claremont**

By (Signature): \_\_\_\_\_

Typed Name: **Jason Brown**  
Title: **City Manager**

Date Signed: \_\_\_\_\_

**ENGINEER:**

**L.E. Wooten & Company dba  
The Wooten Company**

By (Signature): W. Brian Johnson

Typed Name: **W. Brian Johnson, PE**  
Title: **Vice President**

Date Signed: **3/30/26**

Engineer License or Firm's  
Certificate No. **F-0115**  
State of: **NC**

**DESIGNATED REPRESENTATIVE FOR  
TASK ORDER:**

Typed Name: **Jason Brown**

Title: **City Manager**

Address: **3288 E. Main Street  
Claremont, NC 28610**

E-Mail  
Address: **jbrown@cityofclaremont.org**

Phone: **828-466-7255**

**DESIGNATED REPRESENTATIVE FOR  
TASK ORDER:**

Typed Name: **Matt Echols**

Title: **Project Manager**

Address: **1430B Old Lenoir Road  
Hickory, NC 28601**

E-Mail  
Address: **mechols@thewootencompany.com**

Phone: **828-322-5533**

**PRE-AUDITED STATEMENT**

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

Print Name: **Valerie McKenna**

Title: **Finance Director**

By (Signature): \_\_\_\_\_

Date Signed: \_\_\_\_\_

**APPENDIX 1  
TO THE  
ENGINEERING SERVICES CONTRACT  
BETWEEN  
THE CITY OF CLAREMONT  
AND  
L.E. WOOTEN & COMPANY DBA THE WOOTEN COMPANY  
FOR  
WASTEWATER ASSET INVENTORY AND ASSESSMENT (AIA) PROJECT**

The following Attachment shall become a part of the Contract Agreement.

**PROJECT INCLUDES:**

The project includes the following: Wastewater collection system Asset Inventory and Assessment (AIA). The scope of work will include the following:

- *Smoke test approximately 25,000 LF of sanitary sewer lines.*
- *CCTV a portion of the 25,000 LF of sewer lines to evaluate the condition of the sewer lines. Total CCTV length to be determined based on remaining budget after smoke testing*
- *Visually inspect and document all manholes within the CCTV area.*
- *Cost opinions will be prepared and the identified projects will be prioritized and included in an updated Capital Improvements Plan based upon the investigation and assessment work.*
- *Update the City's Asset Management Plan for their sanitary sewer system based on the study's findings. This plan will meet the requirements of the DEQ's Asset Management Guidance Supplement to the Priority Rating System and include the information collected as part of the field work.*
- *Submit all required deliverables to DEQ prior to project close out.*

**1A. FIELD SERVICES - SANITARY SEWER EVALUATION SURVEY (SSES)**

**(1) Smoke Testing**

- a) From existing maps, develop a plan to smoke test up to 25,000 linear feet of the Owner's wastewater collection system. Identify manholes and/or line segments as necessary to log the data.
- b) Share with the Owner's staff the planned approach and coordinate activities between the Owner and Engineer. Provide Owner and Fire Department with location of where smoke testing will be accomplished to respond to reports from residents of sighting smoke.
- c) Provide Owner with smoke testing notification that can be mailed by Owner to residents that will be affected by the smoke testing.

- d) Provide personnel and materials necessary to smoke the sewer system and collect the data.
  - e) As smoke escapes from inflow sources and is detected, photograph those locations, and include same in the Smoke Testing Report. In particular, observe roof and storm drains. Shoot location with GPS device with notes of smoke intensity and source.
  - f) Provide a map showing locations of smoke sources on a map of the Owner's sewer system.
- (2) Cleaning & Television Inspection
- g) Given the smoke testing data, recommend segments of the sanitary sewer system, in priority order, that should be cleaned and inspected. Develop and recommend a scope of cleaning and TV inspection work consistent with the funds available.
  - h) Upon approval by Owner, inspect up to 15,000 linear feet of 8-inch and larger gravity sewer and manholes. Provide a map showing location of sewers inspected and digital reports with video showing inspected areas, problem areas identified and location, and recordation of encountered structural deficiencies.
  - i) Combine Television Inspection Reports in a single document, complete with maps, raw data sheets, data summaries, and videos covering TV inspection and deliver to the Owner.
  - j) Meet with City up to ten (10) times to discuss progress, coordinate needed assistance and discuss findings.

**1B. REPORTING SERVICES**

- (3) Combine the findings from the smoke testing and CCTV inspection to analyze and recommend corrective measures to reduce the impact of infiltration and inflow on the Owner's sanitary sewer system.
- (4) Preliminary cost opinions will be prepared for each recommendation.
- (5) Recommendations will be developed and discussed with the Owner. The option(s) will be rated in priority order.
- (6) Final opinions of probable cost will be prepared for each recommendation for inclusion in the Owner's Capital Improvements Plan (CIP).
- (7) Update the town's sewer system Asset Management Plan (AMP) in accordance with NCDEQ guidelines and submit the final report to the Owner. A final presentation will be made to City Council.

**1C. GRANT ADMINISTRATION**

- (8) Provide assistance with preparing the necessary funding agency reporting in accordance with the funding requirements. These include quarterly reports and final reports.
- (9) Assist the Owner in preparing reimbursement requests and close-out documentation to the N.C. Division of Water Infrastructure (DWI).

**1.D ADDITIONAL SERVICES**

In addition to the foregoing services being performed, the following services may be provided upon prior written authorization of the Owner.

- (10) Engineering design of repairs/replacement identified during this study.
- (11) Investigation of other portions of the Town's sewer collection system.

**1.E SERVICES PROVIDED BY THE OWNER**

- (12) Designate a person to act as the Owner's representative with respect to the work to be performed under the agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define the Owner policies.
- (13) Provide such legal accounting and insurance counseling services as may be required for the project and such auditing services as the Owner may require to ascertain how or for what purpose any contractor has used the monies paid to him under the construction contract.
- (14) Pay all permit and application fees required for the project approval and construction.
- (15) Assist the Engineer by placing at his disposal all available information pertinent to the projects as may be required by the Engineer.
- (16) Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required to perform his services.
- (17) Examine all sketches, drawings, specifications, proposals, and other documents presented by the Engineer, obtaining advice of an attorney, insurance counselor, and other consultants as the Owner deems appropriate for such examination.
- (18) Provide frequent observation of the project in order to apprise the Engineer of specific matters relating to the project that would foster good relations among all parties involved as well as to allow work to progress in an orderly manner.
- (19) Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or changed circumstances.
- (20) Furnish the Engineer in a timely manner with copies of pertinent correspondence relating to the project which would not otherwise have been delivered to the Engineer.

- (21) Bear all cost of incidentals for the compliance with the requirements of this article and the foregoing article entitled "Additional Services".
- (22) Provide E-verify affidavit document for Engineer's execution.