Aurora Board Meeting 12/1/25 – Mid-East Commission Updates

Decision Item

- **NC Division of Water Infrastructure (DWI) Force Main Replacement and 3rd St. Lift Station Rehab – RK&K contract for preparation of engineering/environmental report**
    - DWI requires the initial engineering/environmental report to be approved before the town gets the full funding contract. Currently the town only has a letter of intent to fund but not the full funding offer/contract. We advised that the town should not enter into a full engineering agreement without having funding contract in hand.
    - The engineering/environmental report is a $5,000 budget item and does not require a seal, so a RFQ is not required to be advertised.
    - RK&K has submitted a contract for preparation of the engineering/environmental report for board approval.
    - The engineering/environmental report is due to DWI by Jan. 15th. (Once DWI approves this and issues a funding contract, we will advertise a RFQ for full engineering/surveying/permitting/construction management services.)
    - *Attachment – RK&K contract in amount of $5,000 to complete engineering/environmental report*.
    - *Decision – Vote on approval of RK&K contract.*

Informational updates (no action needed)

- **RCCP Phase 4 Wastewater Treatment Plant project (wetland restoration, berm improvement, sludge removal)**
    - The plan is for the contractor to dig out the first wetland cell now to prepare for spring planting. Erosion control on the banks will be maintained. Rain water that gathers in the cell will occasionally be pumped out so it does not get stagnant. RK&K (engineering firm) has approved this plan. The plant can run off one wetland cell.
    - Once that is completed, the contractor will be working on removing sludge from the holding ponds over the winter.
    - Then in early spring, the first wetland cell will be planted and put back in service, the second wetland cell will be dewatered/excavated and planted, and the berm improvement will be the last item. The schedule will be tight at this point but we are hopeful to still make the May 31st deadline without needing another extension from the grant agency. This will be determined in early spring.

- There needs to be a way to control the water level (rather than just shut it on and off) when the plants go in. Contractor is working with RK&K and town staff to determine if existing valves that are working can accomplish this or if valves at the back of the site which are inoperable will need to be replaced. If those valves do need to be replaced it will be less funds for the sludge removal from holding ponds, so they are trying to avoid this if possible.
- There is an issue with a valve that is preventing the first wetland cell from being fully dewatered (which needs to be done before excavation). There is an on site meeting scheduled for Dec. 1st to resolve this issue. An addendum to this packet will be sent with information from the Dec. 1st meeting.
- *Attachment – weekly email updates from contractor.*

- **NC Land and Water Fund Baileys Creek Nature Based Tributary Improvements**
  - All property owners have signed off on their intent to grant conservation easement except for the 2 Purdue properties. They are at the end of the line so there will be no disruption in the project. We are going to proceed without including those parcels. RK&K stated this will still be an effective project. The majority of the project is on Nutrien land anyway, and the private owner extension of the stream bank improvement was optional.
  - RK&K is proceeding with design. A surveyor should be out in December. Documents will be provided to the board for feedback as design progresses.
  - *Attachment - concept map for reference.*
- **Fall round DWI applications**
  - CDBG-I: Water lines/fixtures and sewer manholes in residential area of NE section of town
  - Water: 2 wells rehab, water lines/fixtures in downtown commercial area
  - Sewer: Sewer lines/fixtures in NE section of town (residential and downtown commercial area)
  - Expect 100% grant offer since viable utilities reserve is funded. Decision expected in Feb. 2026.
  - Town is eligible for $15 million in VUR funds lifetime and $3 million in CDBG-I funds (LMI neighborhoods only) every 3 years.

NC Division of Water Infrastructure (DWI) Force Main Replacement and 3rd St. Lift Station Rehab – RK&K contract for preparation of engineering/ environmental report

8601 Six Forks Road, Forum 1, Suite 700 | Raleigh, NC 27615 | P 919.878.9560 | www.rkk.com

November 14, 2025

Ms. Judi Lannon, Town Clerk/Finance Officer
Town of Aurora
295 Main Street
Aurora, NC 27806

RE: Force Main and Pump Station Engineering Report and Environmental Information Document – Scope and Fee

Dear Ms. Lannon:

In accordance with your request, Rummel Klepper & Kahl, LLP (RK&K) is pleased to submit this proposal for engineering services for the engineering report (ER) and environmental information document (EID) for the wastewater pump station and force main for the Town of Aurora (Client).

BACKGROUND AND PROJECT UNDERSTANDING

RK&K understands that the Town of Aurora has been provided funding by NC Department of Environmental Quality (NCDEQ) for a project to upgrade the Town's pump station and replace its main force. Further we understand that NCDEQ requires a ER and EID to be submitted to them by January 15, 2026. The goal of the project is to rehabilitate the town's 3rd Street wastewater pump station and replace its force main to the town's wastewater treatment plant. The final deliverables will be a ER and EID in the format required by NCDEQ and that will be uploaded to the NCDEQ web site. A hard copy of the final report will also be submitted to the Town.

SCOPE OF SERVICES

RK&K's scope of services will be as follows:

ER

RK&K will:

- Review available information provided to us by the Client.
- Evaluate alternatives as required by NCDEQ. RK&K will evaluate three alternatives to resolve the current operational problems with the station and force main. We will:
    - Fully describe the alternatives
    - Develop pros and cons for the alternatives
    - Develop costs associated with the alternatives
    - Compare the alternatives to each other
    - Develop a draft ER

RK&K will review our initial findings with the Client to arrive at consensus of the issues with the station and develop at least three options for moving forward with the analysis. Upon completion RK&K will provide a draft ER for the Client to review and comment. If needed, RK&K will conduct a review meeting (virtual meeting if possible) to review the Client's comments. RK&K will address the client's comments and develop a final ER for the Client's use. The final ER will contain:

- Executive Summary
- Current and Future Situation

- Alternatives Analysis
- Proposed Project Description

Environmental Information Document

RK&K will research the following, as required by NCDEQ, for direct and secondary and cumulative impacts:

- Floodplains
- Prime & Unique Farmland
- Wetlands & Streams
- Threatened and Endangered Species
- Wild & Scenic Rivers
- Coastal Resources
- Areas of Archaeological or Historical Value
- Air Quality
- Environmental Justice

This will be a “tabletop” review and no field work will be conducted. The review should result in a categorical exclusion and additional documentation will not be required. If after review by NCDEQ, additional documentation or field work is needed, RK&K can provide this work under a separate proposal.

DELIVERABLES

The deliverables will include:

- Meeting agendas / summaries
- Draft ER
- Draft EID
- Final ER
- Final EID

SCHEDULE

From the date of Notice to Proceed for each phase:

Submittal	Schedule
Draft ER	30 days
Draft EID	30 days
Submit Final ER	15 days from Client review
Submit Final EID	15 days from Client review

EXCLUSIONS AND CLARIFICATIONS

The following items are not included in this proposal:

- Permit required confined space entry of pump station structures.
- Surveys including topographic or stakeout for construction, boundary, or ALTA surveys
- Subsurface Utility Engineering (SUE) including utility test holes

- Geotechnical evaluations
- Easement or Property plats
- Grant Administration Services
- Design Services
- Utility Capacity Calculations
- Regulatory Approvals
- Construction Documents
- Construction Administration Services
- Meetings with regulatory agencies
- Renderings, perspectives, site animations, graphic modeling, site 3D models
- Services related to hazardous materials or asbestos
- The evaluation will be based on Client provide and publicly available data
- The evaluation will be in accordance with NC DEQ minimum design criteria
- Cost estimates will be developed at the Concept Screening and Study or feasibility level in accordance with AACE Class 5 and Class 4 expected accuracy range

ACTIVITIES OR INFORMATION TO BE PROVIDED BY THE CLIENT:

- Reports and cost estimates by others
- Previously prepared plans, surveys, as-builts, studies, GIS data, investigations in CAD format when available

PROPOSED FEE

RK&K will Perform this work at our standard hourly rates (Attachment 1) The estimated fee is presented in the table below:

Item	Fee
Labor & Expenses	$5,000

TERMS AND CONDITIONS.

RK&K will complete the work in accordance with our standard terms and conditions (attached).

RK&K greatly appreciates the opportunity to submit this proposal and continue to be of service to the Town of Aurora. We look forward to working with you on this important project. If you should have any questions, please feel free to contact me at jakers@rkk.com or 919-653-7392.

Very truly yours,
RUMMEL, KLEPER & KAHL, LLP

Nathan Atkinson, PE
Partner

STANDARD TERMS AND CONDITIONS TO PROPOSAL FOR CONSULTING ENGINEERING AND SURVEYING SERVICES BETWEEN RUMMEL, KLEPPER & KAHL, LLP AND CLIENT

1. These Terms and Conditions apply to and are a part of Rummel, Klepper & Kahl, LLP's (RK&K) Proposal to Client dated November 14, 2025. In the event of any conflict between these Terms and Conditions and the terms established in the body of the Proposal, the latter shall govern.

2. RK&K will perform its professional services in accordance with the prevailing standard of professional care for similar services in relation to projects of similar scope, size, and complexity. No warranties regarding the fitness, timeliness, or quality of professional services or work products are offered and no such warranties are implied.

3. Client agrees to pay all invoices on receipt. After thirty days, interest shall accrue at the rate of one percent per month (simple). After forty-five days from receipt, RK&K may suspend services or terminate for default. Client shall defend, indemnify, and hold RK&K harmless from all claims, liability, and damages incurred by Client or others in the event of suspension for non-payment or termination for default. If, after a suspension for non-payment, RK&K is paid and agrees to resume services, Client shall compensate RK&K for all start-up and remobilization costs associated therewith. In the event that legal action or other collection efforts are required to secure payment, Client shall be liable for all reasonable costs, expenses, and attorney fees associated therewith.

4. RK&K's services are performed solely and exclusively for Client. No third-party beneficiaries are or will be recognized.

5. RK&K assumes no responsibility for construction means, methods, sequences, safety precautions, or safety programs in connection with the construction of the Project. These responsibilities are reposed exclusively in the Construction Manager and/or General Contractor charged with executing the work described in the Construction Documents.

6. Any construction cost or time estimates offered by RK&K represent the opinion of RK&K as an engineer having familiarity with general construction costs and practices. RK&K does not warrant and shall not be responsible for actual construction costs or construction time.

7. Client shall immediately bring to the attention of RK&K any errors or omissions observed in the services or work product of RK&K.

8. Performance of construction phase services, if any, shall not be construed to relieve the Contractor or Construction Manager from responsibility to perform the construction work in accordance with the Construction Documents and accepted industry standards. RK&K is not responsible for the Contractor's failure to perform the construction work in accordance with the Construction Documents.

9. Client shall require the Contractor and/or Construction Manager to include RK&K as an additional named insured on all policies of insurance required by or procured pursuant to the Contract Documents.

10. Client and RK&K waive all claims against each other and shall require similar waivers from their respective contractors and consultants to the extent of any losses covered by a builder's risk or other property insurance covering the property or the Project.

11. No set-offs are permitted except with respect to claims for which RK&K has been adjudicated liable.

12. Unless otherwise expressly required by the terms of the Proposal, RK&K shall have no liability or responsibility for the presence, handling, or disposal of hazardous or toxic materials on the site.

13. If Client directs RK&K to perform services that are beyond the scope of the Proposal without first negotiating a lump sum fee, all such additional services shall be performed at 2.75 times direct personnel costs plus expenses.

14. RK&K shall be entitled to rely on Owner-furnished information, including information relating to the program, scope, and budget for the Project. If the Owner-furnished information is incorrect, or if it changes, RK&K shall be entitled to additional services compensation at 2.75 times direct personnel costs plus expenses based on the actual time required to adapt to the correct or new information and/or revise work product in connection therewith.

15. RK&K retains ownership of, and all intellectual property rights in, its instruments of service. Client shall be entitled to use this work product for this Project only and provided that RK&K is paid in accordance with the Proposal and these Terms and Conditions.

16. Client and RK&K agree to look exclusively to each other in the event of a claim arising out of the Proposal. Neither party will look to or make a claim against the principals or employees of the other.

17. Client and RK&K agree to waive all claims against the other for consequential damages arising out of or relating to, the Proposal or the services. Consequential damages include, without limitation, loss of profits, loss of use, loss of opportunities, and any other expectation losses.

18. The Proposal and these Terms and Conditions, and all services performed in connection therewith, shall be governed by the substantive law of the State in which the Project is situated.

19. The Proposal and these Terms and Conditions are an integrated document. If any one or more of these Terms and Conditions is held to be invalid, the balance shall survive.

Approval

In lieu of, or in advance of a formal Consultant Agreement between RK&K and Client, the following approval may be executed:

This proposal is approved by Client. The attached Standard Terms and Conditions to Proposal are incorporated by reference into and are part of this Proposal. If Client directs RK&K to proceed without signing this Proposal, both the Proposal and the Terms and Conditions are deemed accepted as soon as RK&K commences work at the direction of the Client.

Approved by Client:

Signed: _____

Town of Aurora

Date:_____

Attest:_____

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

Signed: _____
Judi Lannon, Finance Officer
Town of Aurora

Date: _____

RCCP Phase 4 Wastewater Treatment Plant project (wetland restoration, berm improvement, sludge removal) – contractor's weekly email reports

Contractor 11/14/25 update
Note: A meeting has been scheduled for 12/1/25 to determine a resolution to this issue.

Outlook

Fw: 10/24 WWTP Site Meeting

From Jamie Heath <jheath@mideastcom.org>
Date Mon 11/17/2025 9:37 AM
To Robert Saunders <robert.saunders@gmiplymouth.com>
Cc Doug Keller <dkeller@rkk.com>; Gordon Marsh <gmarsh@rkk.com>; townofaurora@auroranc.org <townofaurora@auroranc.org>; Aurora PWD <aurorapwd@auroranc.org>; Aurora Billing <aurorabilling@auroranc.org>; Dale Davis <daleboy34@gmail.com>; John Akers <jakers@rkk.com>

Robert, thank you for the update. What about plugging at that location, is that not possible?
Doug, can you or someone from RK&K please contact Robert to discuss a solution to this issue? I am not knowledgeable enough. Thank you.

Jamie Heath
Planner
Mid-East Commission
(252)296-1656

From: Robert Saunders <robert.saunders@gmiplymouth.com>
Sent: Friday, November 14, 2025 9:52 PM
To: Jamie Heath <jheath@mideastcom.org>
Subject: Re: 10/24 WWTP Site Meeting

Good evening,

This week we discovered that the gate on the east side of the wetland cell has been cut off. It still allowing a significant amount of water flow, so it's regulating but not able to fully shut off. The valve that feeds that flow gate is believed to be the source of the issue, so we will need to discuss a plan for repairs.

In the meantime we will price a replacement valve that can be installed in line with the valve that is not fully functional. A new valve could act as the main shut-off and would allow us to completely stop the water flow when necessary.

Let me know when you would be available to discuss this further.

Best regards

Outlook

Contractor 11/7/25 update

Re: 10/24 WWTP Site Meeting

From Robert Saunders <robert.saunders@gmiplymouth.com>
Date Fri 11/7/2025 6:28 PM
To Doug Keller <dkeller@rkk.com>
Cc Gordon Marsh <gmarsh@rkk.com>; Jamie Heath <jheath@mideastcom.org>; Dale Davis <daleboy34@gmail.com>; townofaurora@auroranc.org <townofaurora@auroranc.org>; Aurora PWD <aurorapwd@auroranc.org>

4 attachments (9 MB)
IMG_1630.png; IMG_1631.png; IMG_1629.jpeg; IMG_1628.jpeg;

Good evening,

This week we installed a french drainage system to pull the water level down. We experienced good results. Below are a few pictures of what was installed. We are hopeful that the coming week coming up will produce favorable weather to dry material and schedule excavation soon. We will try to install some grade stakes to judge the levels of sludge.

Outlook

Contractor 10/31/25 update

Re: 10/24 WWTP Site Meeting

From Robert Saunders <robert.saunders@gmiplymouth.com>
Date Fri 10/31/2025 4:07 PM
To Doug Keller <dkeller@rkk.com>
Cc Gordon Marsh <gmarsh@rkk.com>; Jamie Heath <jheath@mideastcom.org>; Dale Davis <daleboy34@gmail.com>; townofaurora@auroranc.org <townofaurora@auroranc.org>; Aurora PWD <aurorapwd@auroranc.org>

Good evening,

This week we battled the rain which was a set back. We had a lot of surface water to pull back off the top. We did a little research with the well points and the material is at a very loose stage to use traditional well points. They would have to be driven in to the liner for them to stand up and you would be pulling water from under the liner versus above. So starting Monday we are gonna install boxes that will allow us to vac out a hole to install above the liner well points. They consist of rock surrounding barrels that allows us access points to separate the water from solids. We are also going to add lime to help dewater as well. We will keep you updated and plan to make progress this week. Once the wells are in place we should be able to really control the dewatering process.

On Wed, Oct 29, 2025 at 1:32 PM Doug Keller <dkeller@rkk.com> wrote:

> All,
>
> # Engineering firm notes following 10/24/25 meeting
>
> Thank you for meeting on site this past Friday. As we discussed, there will be 2-3 weeks needed for GMI to dewater the south wetland. Here are some action items moving forward.
>
> -GMI to remove and dispose of vegetation to the extent that the dewatering progress can be observed for the entire south wetland cell.
> -GMI will install 3 grade sticks denoting half-foot increments for GMI and the Town to track water levels.
> -RK&K advises that photos are taken of the grade sticks every 24 hours, if possible.
> -GMI will install approximately 15 wellpoints to aid in the dewatering the week of 10/27.
> -GMI recommends coagulants for sludge thickening for easier removal and disposal.
> -The team agrees that the water levels will need to be controlled once planting occurs to avoid inundating and killing the plants.
>
> - The sluice gates at the east side of the wetland appear frozen in a raised position. The weir gates on west side of the wetland (shown below) appear to be operable.
> - The project team would like to know if the operable devices west of the wetlands are suitable to control water levels when the cell is planted this spring.

-

Please add any comments on Friday to these notes.

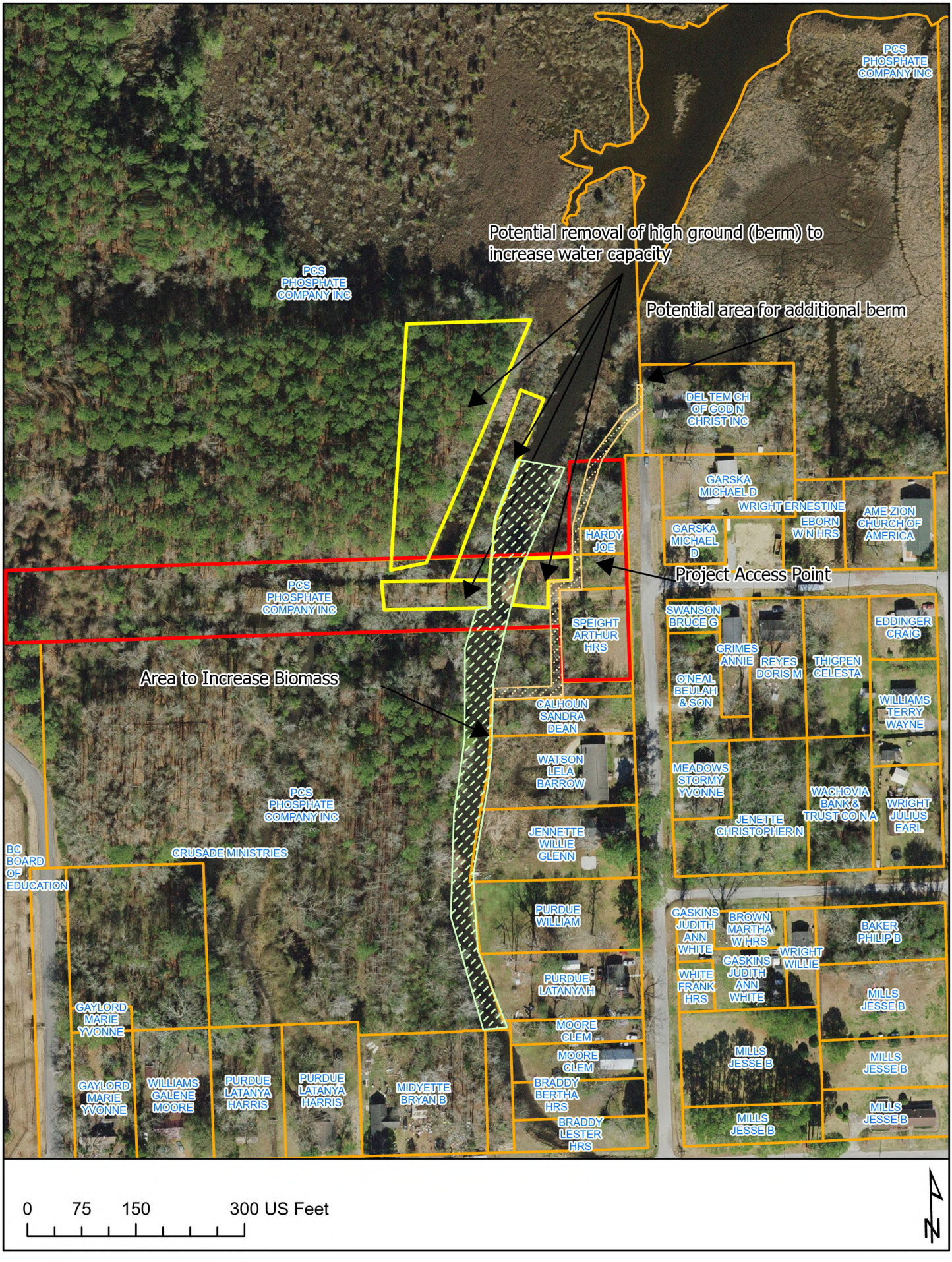
Robert - please send a brief, informal email the group weekly to discuss progress and concerns.

Thank you,

Doug

DOUG KELLER, PE, LEED AP
Project Delivery Leader

RK&K
8601 Six Forks Road
Forum 1, Suite 700
Raleigh, NC 27615

NC Land and Water Fund Baileys Creek Nature Based Tributary Improvements – Concept Map

Bailey's Creek Site Review