




**NOTICE AND CALL OF
SPECIAL MEETING
OF THE EDEN CITY COUNCIL
COUNCIL CHAMBERS
308 E. STADIUM DRIVE
Monday, April 24, 2023
6 p.m.**

1. Meeting called to order by Neville Hall, Mayor.
2. Consideration to approve an amendment to the City-County Utility Agreement.
Erin Gilley, City Attorney
3. Consideration to approve a bid for EPA Contract 5A: Junction Basin Sewer Lines Rehabilitation. **Terry Shelton, Special Projects Manager**
4. Closed Session: to discuss real property and personnel pursuant to NCGS 143-318.11(a)(5) and (6).
5. Adjournment.

This the 20th day of April, 2023.



Neville Hall, Mayor

CITY OF EDEN – MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

THRU: JON MENDENHALL, CITY MANAGER

FROM: ERIN GILLEY, CITY ATTORNEY

DATE: APRIL 19, 2023

SUBJECT: CITY AND COUNTY UTILITIES INTERIM AGREEMENT

The City and County executed an extension agreement for 120 days to the current sewer contract in January 2023. Staff of both Boards have been in the process of negotiating that agreement over the past few months. Based upon comments from the City Council at the February City Council meeting, staff has been working on obtaining more in-depth answers and information to the City Council questions and to provide updates to the agreement based upon the Council feedback. The extension is set to expire in May. Staff is requesting that you approve an additional 120 day extension for the Agreement to be finalized. We anticipate bringing an updated agreement to you at the May City Council meeting. We recommend that you adopt the Interim City County Utilities Agreement so that we can proceed with the finalization. If you should have any questions or concerns, please do not hesitate to contact me.

NORTH CAROLINA
ROCKINGHAM COUNTY

AMENDMENT AGREEMENT

THIS AMENDED CONTRACT AND AGREEMENT made and entered into this _____ day of _____, 2023 by and between the CITY OF EDEN, a municipal corporation chartered by the state of North Carolina (hereinafter referred to as “EDEN”) and ROCKINGHAM COUNTY, a body politic of the state of North Carolina, (hereinafter referred to as “COUNTY”).

W I T N E S S E T H

WHEREAS, EDEN and the COUNTY have heretofore entered into an Agreement dated the 12th day of January 1998, amended the 11th day of January 2016, amended the 20th day of January 2023, hereinafter collectively, referred to as the “Agreement” whereby EDEN agreed to provide long-term sewer services to the COUNTY at rates set forth in the Agreement;

WHEREAS, said Agreement is set to expire on May 11, 2023; and

WHEREAS, said Agreement and this Amendment Agreement are made pursuant to the authority of N.C.G.S. § 160A- 461 et seq.; and

WHEREAS, the COUNTY desires to continue to contract with the City to provide wastewater treatment for a portion of the County’s wastewater collection system and EDEN desires to maintain the wastewater treatment works to receive the County’s wastewater; and

WHEREAS, the Parties believe that it to be in their best interests to enter into this agreement solely for the purpose of providing additional time for study affording each stability during such negotiations as necessary in order to craft a long-term agreement for mutual benefit;

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained and the benefits accruing to each party hereto, EDEN and COUNTY hereby agree that the following section of the existing Agreement dated the 12th day of January 1998, as amended the 11th day of January 2016 and the 20th day of January 2023 shall be modified replaced or added as follows:

1. The Agreement shall be, and hereby is amended and modified, effective as of the date hereof, as follows:
2. Article VI of the Agreement is hereby deleted in its entirety and replaced by a new Article VI to read as follows:

Article VI

Term

This Agreement shall be and remain in full force and effect for a period of 25 years commencing with the date of the execution of this Agreement. Expiration date being May 11, 2023. It is the intent of the parties that this Agreement shall contain a One hundred and twenty (120) day extension period from May 11, 2023 or until such time as an amended agreement has been executed, whichever occurs first.

IN WITNESS WHEREOF, the parties acting under authority of their respective governing bodies, have caused this Agreement to be duly executed, this the day and year first above written.

CITY OF EDEN

BY: _____
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CLERK

NORTH CAROLINA

ROCKINGHAM COUNTY

I, _____, a Notary Public in and for the state and county aforesaid do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is the Clerk of the City of Eden and that by authority duly given and as act of the municipal body politic, the foregoing instrument was signed in its name by its mayor, sealed with its municipal seal and attested by himself / herself as its clerk.

WITNESS my hand and official seal this the _____ day of _____, 2023.

Notary Public

My commission expires:

ROCKINGHAM COUNTY

BY: _____
CHAIRMAN

(COUNTY SEAL)

ATTEST:

SECRETARY

STATE OF NORTH CAROLINA

COUNTY OF ROCKINGHAM

I, _____, a Notary Public in and for the state and county aforesaid do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is the Clerk of Rockingham County and that by authority duly given and as act of the county body politic, the foregoing instrument was signed in its name by its mayor, sealed with its municipal seal and attested by himself / herself as its clerk.

WITNESS my hand and official seal this the _____ day of _____, 2023

Notary Public

My commission expires:

CITY OF EDEN – MEMORANDUM



TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

THRU: JON MENDENHALL, CITY MANAGER

FROM: TERRY SHELTON, PUBLIC UTILITIES DIRECTOR

DATE: APRIL 19, 2023

SUBJECT: REQUEST TO ACCEPT BID FOR JUNCTION PUMP STATION BASIN
REPLACEMENT AND REHABILITATION PENDING DWI REVIEW AND APPROVAL

The first bid opening for this project Contract 5A (Junction Basin Replacement and Smith River Outfall Replacement and Rehabilitation February 1, 2023). We did not receive the three required bids to open the bids. A second bid opening was rescheduled for March 1, 2023, to allow additional time for contractors to prepare bids.

The March 1 bid opening had only one contractor to submit a bid even with extensive re-advertisement and solicitation of numerous contractors who had done work for the City before. We were able to open bids. The bid submitted was from Yates Construction, INC., \$8,666,348.50. The original engineering estimate that was prepared on January 5 of this year was for a total cost of \$6,193,426.80. The only bidder was \$2,472,921.70 more than the engineer's estimate. Like all contracts recently bid on, this project also came in significantly higher than the estimates had predicted. PVC and Ductile Iron Pipe and Precast Concrete Manhole have steadily increased in price and still have long lead times for delivery.

WK Dickson's engineering staff have reviewed the bids for any errors or omissions and went into negotiations with the contract bidder to see if the price could be reduced by making changes that would not affect the overall performance of the completed project. The consulting engineer's recommendation letter for the award of this contract was forwarded to me late on Friday, April 14, and had been too late to place it on the April agenda. This contract has many items (pipe and manholes) with a long lead time, the sooner we can give the contractor notice to proceed, the better to keep this project within our EPA-mandated timeframe. This is also an exceptionally large contract at \$8,666,348.50, which the contractor has much of his bonding capacity tied up in this single bid preventing him from bidding on other work and not knowing if he will receive this contract. Due to the critical time factor to get this work done by December 31, 2024, we wanted to bring this to the Council for approval on April 24, rather than wait until the May meeting.

The staff requests that the Council approve the sole bid from Yates Construction of \$8,666,348.50 which would be contingent upon approval by the Local Government Commission of a loan increase of \$5,000,000 of our current ASADRA and CWSRF loan. The approval would also be subject to review and approval by the Division of Water Infrastructure as well. With the loan increase of \$5,000,000 we will have the necessary funding available for this project.