

SPECIAL CALLED MEETING
City Council and Public Works Commission
November 19, 1963
Tuesday
11:00 A.M.
Council Room

Present: Mayor Wilbur Clark

Councilmen: Luther Packer
Charles Holt
Eugene Plummer
Ted Rhodes

G. W. Ray, City Manager
J. O. Tally, Jr., City Attorney
P. W. C. Chairman, P. O. Hoffer
P. W. C. Secretary, A. B. Carr
P. W. C. Administrator, R. A. Muench, Jr.

Mayor Clark called the meeting to order and stated that the purpose of this meeting was to hear a report from the Public Works Commission on the proposed extension of utilities on U. S. 301 South and called on P. W. C. Chairman Hoffer. Mr. Hoffer stated that the County Commissioners desired that an agreement be drawn between the County and the Public Works Commission outlining the specific details of the proposed extensions, the route to be followed with such extensions and the costs involved. He then called on Mr. Muench to present the details to the Council.

Mr. Muench stated that two routes are proposed as follows:

- 1) West Mountain Drive - which would serve 50 residential and 7 commercial structures, would extend approximately $1\frac{1}{2}$ miles, and would cost approximately \$82,000.00 and;
- 2) West Hudson Street - which would serve 32 residential and 12 commercial structures, would extend approximately 1.8 miles and would cost approximately \$112,000.00.

He stated that the West Mountain Drive route is the best route from an engineering and economical standpoint since an elevated water tank is proposed to be built at the P. W. C. Camden Road substation site within the next 2 or 3 years. He stated further that it is proposed that the City and County will share 50-50 in the costs and will also share 50-50 in the tapping fees for a period of 8 years.

Following a brief discussion, Councilman Plummer moved that the City Council approve the Public Works Commission entering into a contract (as shown below) for the extension of a water main along that route described on the map designated as Map A and which route is designated as the West Mountain Drive Route A, Exhibit B, and provided that the Cumberland County Commissioners enter into the contract with the Public Works Commission. Motion seconded by Councilman Packer and approved unanimously.

NORTH CAROLINA
CUMBERLAND COUNTY
CITY OF FAYETTEVILLE

This AGREEMENT, made in duplicate, this 20th day of November, 1963, by the City of Fayetteville, acting through its Public Works Commission, herein called Commission, and The County of Cumberland, acting by its Board of County Commissioners, herein called County;

WITNESSETH THAT:

For One Dollar (\$1.00) and other valuable consideration passed and received by each party hereto, and hereby acknowledged, and benefit each party hereto expects to derive hereunder, Commission and County agree:

- 1) Commission will furnish all materials, perform all labor, and pay all other costs not otherwise provided for herein to construct, to Commission and City of Fayetteville standards, a water main of the dimensions and general description as set forth on Exhibit A hereto attached along the route and for the length of line as shown on Exhibit B hereto attached.
- 2) Such construction shall be undertaken and completed as soon as practicable and unless delayed or prevented by acts of God, strikes or other things beyond Commission's control.
- 3) Said water main shall be the property solely of Commission, and Commission will maintain same.
- 4) Water services will be supplied to county-owned structures and to industrial sites structures, now or hereafter located along said water main, in accordance with Commission's rules, regulations and rate schedules applicable to such structures and in effect at the time of application for service, and if all normal Commission fees and charges for installation and activation of such services have been paid by such county and industry applicants, it being understood that all such original and operating fees, charges rates, etcetera are, solely at Commission's discretion, subject to change by Commission. Commission will thereafter use its best efforts to supply water to said structures at good operating

pressure, but in no event shall Commission be liable for failure to do so.

5) Fifty (50%) per cent of the entire labor, materials and all other costs of such construction work of such water main, subject to an upper absolute limit of \$45,000.00 which County shall be obligated to pay under this paragraph, shall be paid by County to Commission. Such payment shall be made as follows: fifty (50%) per cent of each contractor's periodic estimate of construction costs due to be paid to any contractor engaged by Commission to preform such construction shall be paid by County to Commission in cash within five (5) days after Commission shall have received such contractor's estimate and mailed by ordinary mail a certified copy thereof to County, and any amount of said fifty (50%) per cent of said costs remaining unpaid after crediting County with all such periodic fifty (50%) per cent of estimates paid shall be paid by County to Commission in cash within ten (10) days of Commission informing County by ordinary mail of the satisfactory completion of such construction.

Should County have overpaid Commission at time of such completion, Commission shall reimburse County the amount of such overpayment within ten (10) days of such completion.

6) Fifty (50%) per cent of those water tapping fees which shall be collected by Commission for direct connections between said water main and permanent structures along said water main for an eight-year period next following the commencement of the operation of said water main, will be paid over by Commission annually to County, but said payments by Commission to County, in accordance with this contract, shall not exceed the total amount which shall have been paid Commission by County under paragraph 5 above. The tapping fees, but not the service lateral connection charges, so collected by Commission under its schedule of fees to the general public in accordance with the policies of Commission in force when collected, and the provision for payment thereof to County, are only those fees for direct taps to said water main for water service to permanent structures thereafter served by Commission.

7) In event that the water system serving aforesaid water main extension shall be restricted by Commission, then the aforesaid water mains shall also be restricted accordingly. Thereupon, the expiration date of this agreement shall be extended for the period of time as such restriction shall remain in effect.

IN WITNESS WHEREOF, the City of Fayetteville has caused this instrument to be signed in its name by the Chairman of the Public Works Commission, attested by its Secretary, all by order of said Commission, and County has caused this instrument to be signed in its name by the Chairman of its Board of Commissioners, attested by the Secretary to said Board, all by order of said Board.

PUBLIC WORKS COMMISSION OF THE
CITY OF FAYETTEVILLE (N. C.)

ATTEST:

BY: _____
P. O. Hoffer, Chairman

A. B. Carr, Secretary

COUNTY OF CUMBERLAND

BY: _____
Chairman, Cumberland County
Board of Commissioners

ATTEST:

Secretary

APPROVED as to form this 19th day of November, 1963.

J. O. Tally, Jr.
City Attorney

The above contract, being one required by law to be approved by the City Council of Fayetteville, said Council considered the same at a called meeting, at which a quorum was present, the 19th day of November, 1963, and duly approved the same and authorized this endorsement on the contract.

This 20th day of November, 1963.

BY: _____
Wilbur Clark, Mayor
THE CITY OF FAYETTEVILLE

ATTEST:

Maurice W. Downs, City Clerk