

MINUTES
City Council Public Works & Utilities Committee

Wednesday, May 3, 2023 – 3:30 PM
City Council Chambers

Members Present: Maurice Jones, Chair, Council Member (Arrived at 4:15 p.m.)
Mac Morrow, Vice-Chair, Council Member
Owen Carson, Citizen Member
Mayor Maureen Copelof, Ex-Officio

Staff Present: Dean Luebbe, Assistant City Manager/Finance Director
Wesley Shook, Acting Public Works Director
Dennis Richardson, WTP Director
Denise Hodsdon, City Clerk
Becky McCann, Communications Coordinator
Paul Ray, Planning Director

A. Welcome and Call to Order

Committee Vice-Chair Mac Morrow called the meeting to order at 3:31 pm.

B. Certification of Quorum

City Clerk Denise Hodsdon certified that a quorum was present.

C. Approval of Agenda

Motion by Mr. Carson, seconded by Mr. Morrow to approve the agenda as presented.
The motion carried unanimously.

D. Approval of Minutes from April 5, 2023 Meeting

Motion by Mr. Morrow, seconded by Mr. Carson to approve the minutes of the
April 5, 2023 meeting as presented. The motion carried unanimously.

E. Oakdale Street Sidewalk

Mr. Luebbe reported that he and City Manager Hooper walked the area with Wesley Shook and it appears that it is work that Public Works can do. Mr. Shook estimates that the cost of the concrete to replace the 4-foot wide sidewalk from Carver Road to the new sidewalk DOT installed near Caldwell Street will be \$11,600. He estimates that they can complete the project in 22 8-hour days and they can start as soon as possible, but will work on it around the recycling schedule. Motion by Mr. Carson,

seconded by Mr. Morrow to approve the proposed work to repair the Oakdale sidewalk. The motion carried unanimously.

F. King Street/Whitmire Street Paving

Mr. Luebbe reported that he, City Manager Hooper and Wesley Shook then walked King and Whitmire streets and they feel that Whitmire is in worse condition than King Street. Mr. Shook got some paving quotes and King Street would cost about \$75,000 and Whitmire Street would cost about \$50,000. Mr. Luebbe said we are going to wait to see how the patching on King Street looks after a couple months before doing anything. He noted that funding is going to be fairly tight between this and the stamped crosswalks on Main Street. We have approximately \$100,000 left in this year's budget in Powell Bill funds. Next year we will get another \$200,000 and stamped crosswalks will take up the bulk of that.

G. Stamped Crosswalks

Mr. Luebbe said NCDOT is looking for us to commit to and sign a contract for the stamped crosswalks at three intersections on Main Street. These would be at the intersections of Broad, Gaston, and England Streets and they have estimated the cost at \$175,000.

Mayor Copelof raised the issue that Council may have supported this when we thought there would be \$450,000 toward street paving, but since we didn't put any money into paving in next year's proposed budget it would mean that we would have nothing left to pave any streets. It would be hard to tell the public we are doing no street paving at all because we are doing fancy crosswalks. She asked if we could just do regular crosswalks at those intersections. Paul Ray explained that the stamped crosswalks are not just for aesthetics; they provide a higher visibility for motorists and pedestrians. There was discussion about the possibility of doing the stamped crosswalks at a later time, but that it would most likely cost more to do it later. If we do them now, it would be part of NCDOT's paving project, but if we do it later, it would be a City project and we would have to hire an outside contractor and get approvals and encroachment agreements from DOT. There was also discussion about whether it would be possible to only do the Broad and Gaston intersections to reduce the cost. Staff will work on getting those costs. Mr. Jones moved, seconded by Mr. Carson to bring options back to City Council on the stamped crosswalks. The motion carried unanimously.

H. Town of Rosman Memorandum of Understanding

The Committee reviewed the proposed Memorandum of Understanding with the Town of Rosman for the water supply interconnect (copy attached). Mr. Richardson explained that he and City Manager Hooper met with Attorney Mack McKeller and they added a number of provisions to the proposed agreement that the Town of Rosman had prepared. Provisions added include that the connection must include

appropriate line clearing equipment on the using party's side to ensure no contamination occurs to either water system. Mr. Richardson explained that this addresses flushing the line of the water that has been sitting in the line. Another added provision is that the City of Brevard must be producing at least 1.6 million gallons of water each day. Following discussion, Mr. Jones moved, seconded by Mr. Carson to send to City Council with a recommendation to approve. The motion carried unanimously.

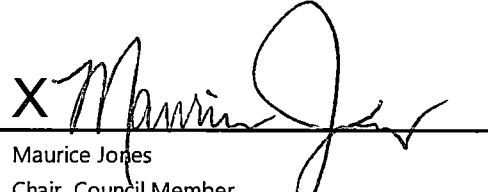
I. Set Date for Next Meeting

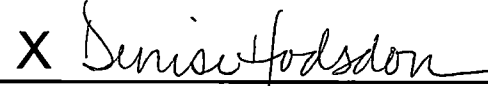
The next regular meeting of the Public Works & Utilities Committee was scheduled for Wednesday, June 7, 2023 at 3:30 p.m.

J. Adjourn

There being no further business, the meeting was adjourned at 4:42 p.m.

Minutes Approved: August 2, 2023

X 
Maurice Jones
Chair, Council Member

X 
Denise Hodsdon
City Clerk

AN INTERLOCAL AGREEMENT ESTABLISHING PROCEDURES
FOR USE OF CITY-TOWN WATER SUPPLY INTERCONNECTS
BETWEEN THE CITY OF BREVARD AND THE TOWN OF
ROSMAN

WHEREAS, the City of Brevard operates a complete water treatment and distribution system in and around the City of Brevard; and

WHEREAS, THE Town of Rosman operates a complete water treatment and distribution system in and around the Town of Rosman; and

WHEREAS, a metered interconnect for emergency use is of substantial benefit to both the City of Brevard and the Town of Rosman.

NOW, THEREFORE, for and in consideration of the promises contained herein and the mutual covenants herein contained, the parties hereto formally covenant, agree and bind themselves as follows:

- 1) Service to the residents of the City of Brevard and Town of Rosman is of primary concern of the parties and water will be continuously provided to the parties to this Agreement on an emergency basis as determined by the Director of Public Works for the City of Brevard, And the Town Administrator for the Town of Rosman. "Emergency" is defined as a line breakage, contamination, or low water due to extreme drought conditions which negatively impact the system's ability to function.
- 2) The meters will be read on a regular basis during times of emergency to determine usage of water by either party; the party providing the water will be compensated per the water rate schedule in effect at that time. The connection shall be designed and certified by a professional engineer and must include appropriate line clearing equipment on the using party's side to ensure no contamination occurs to either water system.
- 3) The cost to the Town of Rosman for use of City of Brevard water from the interconnect will be pursuant to the City Water Rate Schedule as revised and adopted by the City of Brevard in their yearly budget and paid on a weekly basis.
- 4) Prior to Rosman accessing water per this agreement, The City of Brevard Water treatment and distribution system must be producing at least 1.6 million gallons of water each day.
- 5) The cost to the City of Brevard for use of Town of Rosman water from the interconnect will be pursuant to the Town Water Rate Schedule as revised and adopted by the Town of Rosman in their yearly budget and paid on a weekly basis.

- 6) This Agreement shall not be construed as an agreement for either Town or City to take over and operate the other party's water and sewer system but is an agreement that allows either party to provide such services to the other party solely in the event of an emergency.
- 7) The connecting valve on the City of Brevard's side shall be conveyed to the City of Brevard and the connecting valve box on the Town of Rosman's side shall be conveyed to the Town of Rosman. The cost for installation of these valves and the meters associated therewith shall be borne by the Town of Rosman.
- 8) Each party to this agreement shall hold the other completely harmless of any and all damages and shall fully indemnify the other for any damages which may occur to the water system, equipment, or any water customers due to the parties access of water under this emergency agreement the other.
- 9) This agreement shall be in effect for one year following the execution date and shall renew automatically each year unless either party, with sixty (60) days notice to the other party, declines to renew this agreement.

This the _____ day of _____, 2023.

Town of Rosman, by:

Brian E. Shelton, Mayor

Attest:

Angela Woodson, Town Clerk

City of Brevard, by:

Maureen Copelof, Mayor

Attest:

Denise Hodson, City Clerk