

AGENDA

**Public Services Committee Meeting
Tuesday, February 3, 2015, 9:30 A.M.
Boardroom, 2nd Floor, City Hall**

Committee Members: Chairman Scott Styers, Neal Grimes, Joel Pierce

Call to Order: Chairman Scott Styers
Approval of Minutes: November 4, 2014

- 1. Consideration of Recommendation
Termination of City of Trinity Maintenance Contract**
- 2. Consideration of Outside Sewer Request
Proposed Subdivision – Kennedy Road/Tower Road**
- 3. Project Updates**
- 4. Additions/Updates**
- 5. Adjournment**

A quorum of the council may be in attendance, and may participate in the discussion, but not vote.

MINUTES

Public Services Committee Meeting
Tuesday, November 4, 2014, 9:20 A.M.
Boardroom, 2nd Floor, City Hall

Present: Mayor Joe G. Bennett; and Council Members: Chairman Scott Styers; Ron Bratton; Neal Grimes; Joel Pierce; Pat Shelton; Raleigh York, Jr.; City Manager Kelly Craver; Public Services Director Morgan Huffman; Administrative Assistant Pam Galloway; and Barney W. Hill.

Chairman Styers called the meeting to order. Joel Pierce moved to approve the minutes of the meeting. Neal Grimes seconded. The minutes of October 7, 2014 were approved as presented.

1. Consideration of Revisions to the Sewer Cleanout Locating Policy

Morgan Huffman explained that the main part of the change is locating the sewer cleanout when crews are called out for a sewer backup. Per the old policy, crews would check the upstream and downstream manhole if they could not find a clean out at the property and would just observe that sewer was flowing clear through the system. They would then let the property owner know that they need to figure out where the line is.

As a triple benefit, Morgan wants to change the policy to require that crews go ahead and jet clean the entire section of line that they believe the property is served by. This will serve several purposes; it will help to increase the footage of line that we clean significantly; in some instances it could create such a vacuum that it will help clear a blockage in a customer's service. It won't in all cases, but it should in some. Because it is going to help clear the footage it will help the system run better.

In the event a cleanout cannot be found and the line is jetted, the customer may see whatever the backup is - going down. It is possible that the vacuum may be strong enough to pull liquids through but not solids leading the customer to believe the problem is solved although it may come back the next day. The customer will be made aware that just because they may see this happen it is not a guarantee that it is fixed.

Morgan said when the policy was first put into effect; crews were spending an inordinate amount of time trying to locate cleanouts that, in many cases don't exist. The updated policy will cut down on wasted time and make everyone more efficient. It will also make the public aware of getting these clean outs and the delineation between public and private clean outs. The City can jet in the right of way only, never on private property.

Morgan wanted to bring this policy update before the committee as information, no action was required. Committee was fine with the proposed update in policy.

2. **Consideration of Interlocal Radio Agreement**

Kelly Craver wanted to bring committee up to date on the proposed agreement. He provided information to substantiate the level playing field between the City of Thomasville and Davidson County. The County will purchase the new digital P25 System; the City will receive a waiver of user fees for the system. The total investment to the City looks to be about \$1.1 million plus the value of the frequencies which you cannot obtain, they are "priceless." Kelly touched on the various additional responsibilities as listed in the handout.

The County will be investing between \$3 and \$4 million for the system. We will split the cost of the tower site (new 500 ft.) which is going to be between \$500,000 and \$600,000. We will have sites available on the tower to lease to others; that revenue will be split between us. The two attorneys have been reviewing the contract and are fine with it with no changes. It appears that things are moving forward although Kelly does not know what the County's timing will be.

Scott Styers mentioned that committee had previously briefly discussed writing a cell tower ordinance; can the City and County both be exempt? Kelly said he would have to consult Paul Mitchell on that.

Kelly received word from Robert Hyatt during the meeting that the radio agreement would be taken to the Informational Meeting this week. The agreement was then moved to briefing.

3. **Consideration of Recommendation**
Termination of City of Trinity Maintenance Contract

Kelly Craver said this had been discussed about three years ago when City staff had concerns over the rapid expansion of the Trinity system and staff's ability to maintain it. The culmination of that discussion had all to do that Trinity would be investigating and moving forward to become independent.

Morgan Huffman is the Operator Responsible in Charge (ORC) for their system and it is his license that is on the line. He has some grave concerns that they actually may be going in the opposite direction of becoming independent.

Morgan referred to his memo in which he stated that Trinity had investigated private companies to perform maintenance of the system; there are actually five companies that do that type of work in North Carolina. Four of the five companies required that they become owners of the system which is not legally an option because Trinity still has an outstanding loan balance on the system. The fifth company was willing to look at it without ownership, at a base price of \$110,000, without doing anything. Adding in

maintenance will bump the price to \$250,000. Morgan obtained this information from his conversations with Rich Baker, the Public Works Director for Trinity. Morgan said he has corresponded with Debbie Hinson, the City Manager of Trinity, and she is fully aware of what is going on. Morgan has explained his situation and that he is not trying to "pull the rug out from under them" but he is concerned. Trinity Council has approved the construction of a shed in which to store a backhoe; it appears that Trinity has no immediate intention of hiring their own crews or purchasing equipment to maintain their system. They have a practically new system, they need to step up and maintain it.

Morgan also expressed that the City is making a lot of progress with our system and he really would like for our staff to focus on our system.

Chairman Styers said after reading the memo he was convinced that giving Trinity six months and doing it in such a way that they can start planning for their next fiscal year is fair. He believes it is fair to both parties.

Council had to approve the original contract, so Council will need to approve cancellation of the contract. It was the intent of Council to see Trinity become self-sufficient. Chairman Styers said he thought it was made perfectly clear during the prior committee meeting which Trinity officials attended, that the intention was for them to work toward maintenance of their own system.

Morgan passed out some information regarding the financial impact on the City if we were to follow through with this. He said we are probably looking at \$32,000 to \$35,000 at the end of the year. As far as time saved for our staff, we are probably looking at five man days a month that could be spent working on our system that are currently spent on theirs. Also, there is wear and tear on our vehicles; their system is very spread out.

Chairman Styers verified that Morgan believes there is sufficient work to be done to improve our system, we can utilize the man hours here. This in no way suggests eliminating personnel!

Kelly said we have a contract for treatment which means we have reserved for them 1 million gallons capacity, they actually pay for that as 26.9% of the debt on the waste treatment plant. We have agreed by that contract to treat up to 1 million gallons a day of sewer. Their job is to get it to us. The second contract is for maintenance of their collection system. This only has to do with the maintenance of the collection system and not the treatment of their waste. We are talking about two different contracts, two different agreements. We would still contractually accept their sewage, treat it and charge them the rate that has been established. This has all to do with them being compliant with the state on the maintenance of their system. If the day comes that they do not have an ORC for their system, they will be in violation of their collection system permit daily and subject to fines from the state. Trinity currently pays \$1000 monthly to

the City for this service (through their contract) although they have a staff member who is licensed.

Group discussion.

Kelly was directed to meet with Debbie Hinson, the City Manager of Trinity.

4. **Additions/Updates**

Morgan reported that he has received certification of completion from both the contractor and engineer for all the work at East Davidson Pump Station; it is now 100% functional.

The North Side Pump Station is 100% functional as well.

The first phase of the outfall line should be completed by the end of this calendar year.

5. **Adjournment**

With no further business to come before the committee, the meeting was adjourned.

Memo

To: Public Services Committee
From: Morgan Huffman, Public Services Director
CC: File
Date: October 30, 2014
Re: Trinity Sewer System Maintenance

Gentlemen,

The Water/Sewer Enterprise Division of the City of Thomasville has contracted with the City of Trinity to provide maintenance of Trinity's Sanitary Sewer Collection System for the last 12 years. During this time period Trinity's sewer system has grown in size at a faster pace than anticipated and Trinity has made little to no progress in creation of an internal maintenance division. At the same time Thomasville's collection system roughly doubled in size due to the completion of the annexations with an increase to staff of one position. Thomasville currently has 11 Maintenance and Construction Division personnel and 4 Wastewater Treatment Plant Maintenance personnel (was previously 3) to cover maintenance to 226,844 miles of sewer line, 26 pump stations, and the Waste Treatment Plant in Thomasville's system alone. Add to those numbers Trinity's 55 miles of sewer and 9 (soon to be 10) pump stations.

As you are all aware Thomasville's own aging infrastructure is increasingly showing its age in undersized lines and general deterioration of the collection system. This, in conjunction with the increased scrutiny from the regulatory agencies of the North Carolina Department of the Environment and Natural Resources, the United States Environmental Protection Agency, and "Not-for-Profit" Environmental Watchdogs make it imperative that Thomasville concentrate use of the staff, resources, and funding available on maintenance and upgrades of its own system.

Thomasville has started down the road to a more reliable sanitary sewer environmental protection system with the 2007 completion of the new Waste Water Treatment Plant, the current upgrade projects at both East Davidson and Northside Pump Stations and Phase I of replacement of the North Hamby Creek Outfall. We need to keep on this path by concentrating our effort and funds on increased maintenance of and upgrades to the Thomasville collection system and concentrating more of our effort in maintaining accessibility to our lines via clearing of rights-of-way.

At the same time the City of Trinity has made almost no effort toward maintaining their relatively new collection system. Trinity assigned their Stormwater Administrator to take care of their sewer collection system and then changed his title to Public Works Director to cover

his additional responsibilities. One additional staff, a Utilities Technician, was eventually hired to assist the Public Works Director. Trinity City Council voted on June 20, 2014 to reduce the Public Works Director's salary by \$10,000 and his assistant's salary by \$13,000 as of July 1, 2014. The Utilities Technician (assistant) position has since been vacated and has been advertised at a rate of \$20,800 per year.

I have since spoken with two of the Consulting Engineer's employed by Trinity and both agree that the Trinity City Council has no intention of ever being able to maintain their system and will "ride the horse" that Thomasville presents as long as they are allowed. Trinity's Public Works Director was instructed last summer to put maintenance of their collection system out to bid to private companies that perform that type of service in North Carolina. Two out of three for profit companies declined to bid. The third had a base bid of \$250,000 and would have required the City of Trinity to turn ownership of the system over to the private company.

I find myself personally and professionally in the tenuous position of serving as Operator in Responsible Charge to the City of Trinity via the contract between the City of Trinity and my employer, the City of Thomasville. I serve my employer, but I am also personally legally liable for the actions or lack thereof by the City of Trinity in maintaining their collection system. As I have neither reason to believe nor any indication that the City of Trinity has any intention of ever providing proper maintenance to their collection system I request Thomasville City Council's approval to remove myself as Operator in Responsible Charge to the City of Trinity.

Professionally, the larger concern that I have had expressed to me by our personnel (and experienced personally) is that they are being spread thinner and thinner over an ever-increasing service area while at the same time we are trying to make up for decades of deferred maintenance on our own system. It was appropriate to help the City of Trinity with maintenance issues while they built up their system, but it has become increasingly clear that Trinity has no intention of hiring its own crews and purchasing its own equipment for maintenance of their sewer collection system. My recommendation is issuance of the 180 day notice to the City of Trinity that the City of Thomasville will no longer be providing maintenance services for their collection system as provided for in Line Item Number 2. "Termination" in the agreement dated July 16th 2002 and updated June 25th 2013. Termination of maintenance services could be made effective July 1st 2015 to allow Trinity time to address the change in their budgetary process.

Sincerely,

Morgan Huffman
Public Services Director

Drawn By and Hold for:

Paul Rush Mitchell, 17 Randolph Street
Thomasville NC 27360

NORTH CAROLINA

**COVENANT AND CONTRACT
SEWER SERVICE AND
ANNEXATION AGREEMENT**

DAVIDSON COUNTY

THIS COVENANT AND CONTRACT made and executed this 28th day of January 2015, by and between the City of Thomasville, a Municipal Corporation, hereinafter called "CITY" and ISA Properties of NC LLC, hereinafter called "APPLICANT".

WHEREAS, the Applicant is the owner of a tract or parcel of land more particularly described as follows:

(See Attached)

AND WHEREAS the Applicant has requested sewer treatment service for the above parcel of land, and

WHEREAS the City is willing to provide to the Applicant sewer treatment service according to the terms and conditions of this covenant and contract and pursuant to existing and hereafter changed City policies and costs schedules, to service the parcel of land herein described, if Applicant is willing to abide by the terms of this agreement, including impressing these covenants on the real property described above, and willing also to contract and agree to petition City for voluntary annexation of the above described property at any time in the future upon the request of City's governing body;

NOW, THEREFORE, in consideration of the mutual benefits accruing and hereafter to accrue to each of the parties hereto, the sufficiency of such consideration being hereby mutually acknowledged, the parties hereto do therefore contract and agree as follows:

(1) City does hereby agree to provide to the Applicant sewer treatment service at the City's prevailing rates for the outside utility customers for the above- described realty. Applicant agrees to pay on a monthly basis the sewer service charge in accordance with the City's rates, and in the event of nonpayment the City reserves the right to terminate this agreement immediately. Applicant, and applicant's heirs, successors and assigns, shall be subject to all prevailing and future ordinances, rules and regulations of the City of Thomasville with respect to its water and sewer service, including but not limited to Chapter 19 of the Code of Ordinances of

the City of Thomasville.

(2) It is agreed that the Applicant shall be liable for the entire utility charges and that assignees or Applicant's successors in interest shall be bound by the terms and conditions of this Contract, including specifically all future owners of the described real property.

(3) Applicant shall install at Applicant's sole expense all service and connecting lines for the desired sewer services to the above described property, all of which shall be in accordance with the standards required by City. Applicant agrees to give advance notice of the time that said tap on is proposed to be made, and City's agents shall have the right to be present and fully inspect the tap on procedures, and Applicant agrees that the tap on procedures and quality of workmanship shall be done in a manner meeting all City specifications and requirements. City shall have no responsibility for the design, function and or maintenance of Applicant's private wastewater collection system or for any damages to private property due to malfunction of any part of the private system or City's system.

(4) Applicant agrees for himself and for his heirs, successors, and assigns to install a cutoff valve to any water supply system servicing this property to the specifications of the City of Thomasville with the explicit understanding that the purpose of this cutoff valve is to allow the agents of the City to enter onto the premises of the applicant to use this cutoff valve to shut off water service to the premises in the event that the applicant or his heirs, successors and assigns breaches this agreement. The applicant therefore accedes and agrees to the right of the City and its employees to enter onto the premises described above for this purpose, and specifically consents to the right of entry onto the real property as set forth above.

(5) Any change or addition to Applicant's collection system must be approved in advance by the Director of Water and Sewer Utilities. Applicant shall not permit any other person, firm or corporation to tap on to the private line extending from City's tap on site to the site of Applicant's property. To alter, change, or otherwise expand the private system without the approval of the City shall constitute misrepresentation. In the case of misrepresentation, City reserves the right to terminate this contract.

(6) At any time in the future, upon ten (10) days notice from City of its desire to annex the above described realty, Applicant will execute a petition for voluntary annexation of the above described realty upon being presented with said petition by the City. Said annexation, when completed, shall be irreversible without City's consent.

(7) IF APPLICANT SHALL FAIL IN ANY RESPECT TO COMPLY WITH THE TERMS OF THIS AGREEMENT, OR SHALL FAIL TO PAY ANY SUMS TO CITY, OR SHALL FAIL TO PETITION FOR VOLUNTARY ANNEXATION AFTER RECEIPT OF PROPERTY NOTICE FROM CITY, CITY MAY AT ITS OPTION DECLARE THIS AGREEMENT NULL, VOID, AND OF NO EFFECT THEREAFTER, AND DISCONTINUE ALL SEWER SERVICE TO THE LANDS HEREINBEFORE DESCRIBED.

(8) Subject to City's right to terminate as hereinbefore provided for, this agreement shall extend for an indefinite period. Should the Applicant, or the Applicant's heirs, successors or assigns, terminate the Applicant's use of this service, the Applicant shall remove the tap on from City's outfall line in a good and workmanship manner in accordance with the procedures and quality of workmanship meeting all of the specifications and requirements, at Applicant's sole cost.

THIS AGREEMENT shall be binding upon the parties hereto, their heirs, administrators, executors, successors, and assigns, and is expressly impressed on the real property above-described, to run with said real property in the nature of covenants; and further this Covenant and Contract contains the entire agreement between the parties, and the terms and conditions of this contract can only be amended by the execution of a like document in writing signed by all the parties.

This the 28th day of January 2015.

APPLICANT: (All landowners including spouses must sign)

Michael M Tuttle (SEAL)
Resident

Michael M Tuttle (SEAL)
Secretary

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Approved by Council: _____

CITY OF THOMASVILLE, N.C.

Mayor

ATTEST:

City Clerk

EXHIBIT A
(Tract 1)

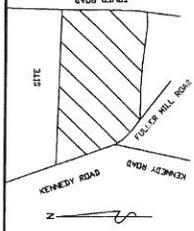
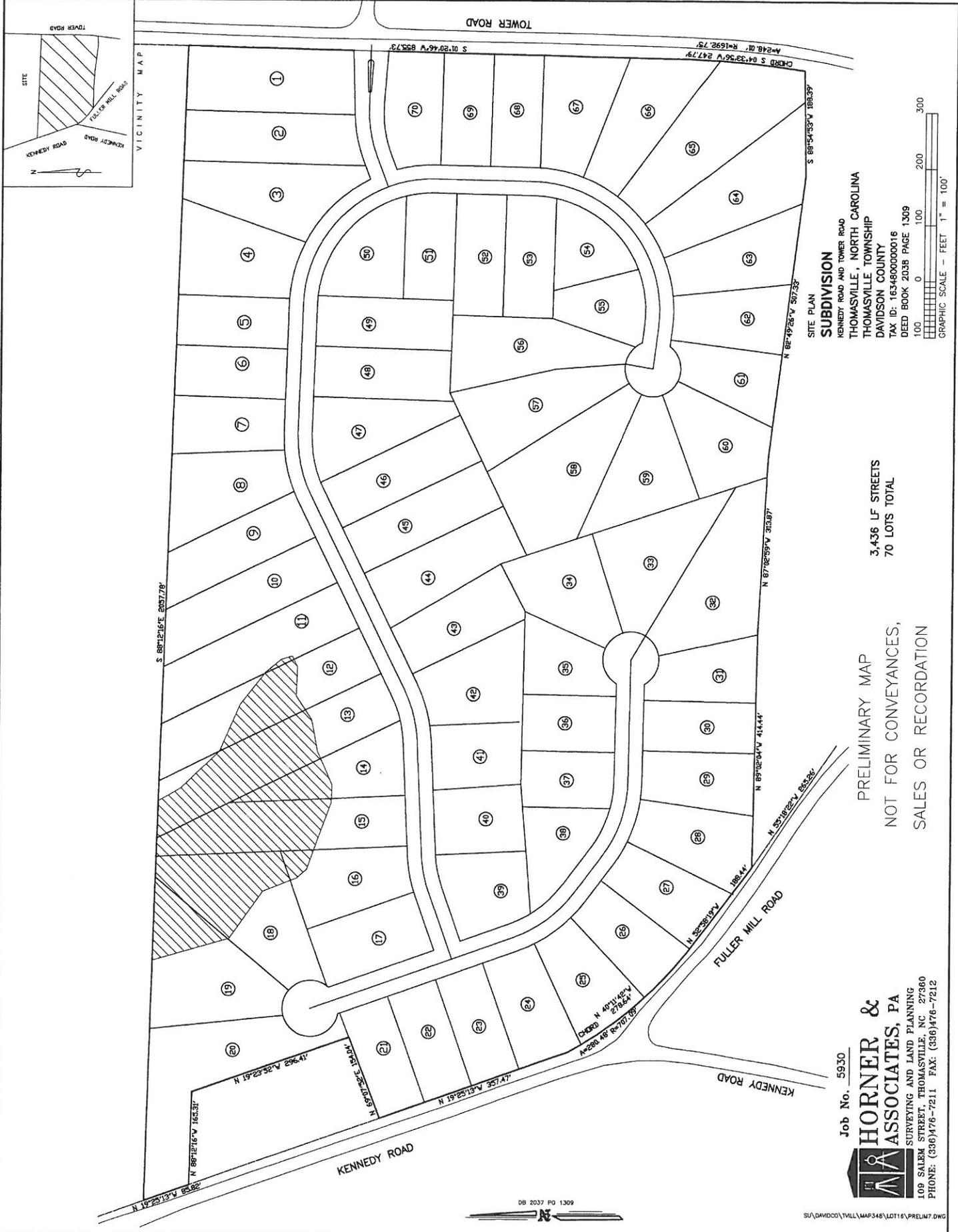
BEGINNING at an existing iron pipe in the eastern right-of-way line of Fuller Mill Road (SR 2091), said iron pipe being the northwestern corner of William Frank Anderson (Book 1136, Page 547) and being located North 55° 18' 22" West 265.26 feet from NCGS Monument "Cross Hill"; thence from said beginning point with the eastern right-of-way line of Fuller Mill Road as it merges with Kennedy Road (SR 2066) the following three (3) courses and distances: (1) North 52° 58' 19" West 188.44 feet to a point; (2) a curve to the right having a radius of 707.09, a chord bearing and distance of North 40° 11' 42" West 278.64 feet to a point; (3) North 19° 25' 13" West 357.47 feet to a new iron pipe, southwestern corner of Tract Two, the Rothrock home tract; thence North 69° 07' 52" East 154.04 feet to a point; thence North 19° 23' 52" West 296.41 feet, to a new iron pipe; thence North 88° 12' 16" West 165.31 feet to a new iron pipe in the eastern right-of-way line of Kennedy Road; thence with the eastern right-of-way line of Kennedy Road North 19° 25' 13" West 85.82 feet to a new iron pipe, southwestern corner of Lot 17, Lawndale, Section Two, Plat Book 11, Page 23; thence South 88° 12' 16" East 2057.78 feet, to a new iron pipe in the western right-of-way line of Tower Road (SR 2062); thence with the western right-of-way line of Tower Road the following two (2) courses and distances: (1) South 01° 20' 46" West 855.73 feet to a point; (2) a curve to the right having a radius of 1692.75', a chord bearing and distance of South 04° 33' 56" West 247.79 feet to an existing iron pipe, northeastern corner of Norman Anderson (Book 1235, Page 100); thence with the northern line of Norman Anderson and William Anderson (Book 1136, Page 547), the following four (4) courses and distances: (1) South 88° 54' 53" West 188.39 feet to an existing iron pipe; (2) North 82° 49' 26" West 507.33 feet to an existing iron pipe; (3) North 87° 02' 59" West 313.87 feet to an existing iron pipe; (4) North 89° 02' 04" West 414.44 feet to the point of beginning, containing 44.00 ac., more or less, and being designated as Tract One according to a survey by Michael L. Motsinger, PLS, dated 9-10-04, Job No. 040910JD.

Proposed Sewer

Proposed Site

Proposed Site





SITE PLAN
SUBDIVISION
 KENNEDY ROAD AND TOWER ROAD
 THOMASVILLE, NORTH CAROLINA
 THOMASVILLE TOWNSHIP
 DAVIDSON COUNTY
 TAX ID: 163480000016
 DEED BOOK 20318 PAGE 1309
 100 0 100 200 300
 GRAPHIC SCALE - FEET 1" = 100'

3,436 LF STREETS
 70 LOTS TOTAL

PRELIMINARY MAP
 NOT FOR CONVEYANCES,
 SALES OR RECORDATION

Job No. 5930

**HORNER &
 ASSOCIATES, PA**
 SURVEYING AND LAND PLANNING
 109 SALEM STREET, THOMASVILLE, NC 27380
 PHONE: (336)476-7211 FAX: (336)476-7212

