PUBLIC WORKS COMMITTEE MEETING

MONDAY, FEBRUARY 10, 2020 | 6th committee meeting - 6:00 PM

The Committee will meet in the Mauldin City Hall at 5 East Butler Road in the 2nd Floor Conference Room at 6 p.m.
AGENDA

1. Call to Order

2. Public Comment

3. Reading and Approval of Minutes
   a. Public Works Committee Meeting: January 7, 2020

4. Reports or Communications from City Officers
   a. Department Reports

      Public Works Director Matthew Fleahman
      Budget Review

5. Unfinished Business- None

6. New Business
   a. Motion to enter into Executive Session for the consideration of contractual matters involving Metro Connects as allowed by State Statute Section 30-4-70 (a)(2)
   b. Possible action on items discussed in executive session
   c. Muirwood Drive Update
   d. Replacement of Gateway Entry Sign
   e. Millport at Butler Rd. Intersection Improvement Project - Participation Agreement
      (Pages
   f. Municipal Match Resurfacing Program Participation Agreement

7. Public Comment

8. Committee Concerns

9. Adjourn
Minutes
PW Committee
January 7, 2020
6:00 p.m.

Members present were Acting Chairman Terry Merritt, Committee members Carol King and Michael Reynolds. Matthew Fleahman, Public Works Director and City Administrator Brandon Madden were also present.

1. Call to Order- Chairman Merritt

2. Public Comment- None

3. Reading and Approval of Minutes
   a. Public Works Committee Meeting: December 2, 2019
      The minutes were approved by unanimous consent.

4. Reports or Communications from City Officers
   a. Budget Review- The department is under budget. Matthew Fleahman said two pickup trucks have come in and a side arm loading trash truck recommendation will be forthcoming. Councilwoman King asked if the sidearm trash truck would have to be approved by council since it is a budgeted item. Brandon answered if it comes in under budget, it does not.

      Councilman Reynolds asked how long before the pickup trucks are up and running after delivery. Matt said insurance and tags would need to be put on them, so it would probably be a week to a month. The lettering is done in-house. Brandon said there will be some recommendations on the roll-out of the side arm truck since it is different
from what we use now. We have some older neighborhoods with older
carts that may not work with the new truck. There will also need to be
some education done for the citizens.

b. Department Reports

1. 2020 City of Mauldin Litter Pickup - The question was brought up at an
erlier meeting regarding on using inmate labor for litter pickup. Public
Works met with the police department to facilitate a plan. When
inmates are used, a police presence would be required because of
contraband that would be picked up.

   Wednesdays are the lightest sanitation days, so a PW staff
member, Police Officer, and inmate would be required for the litter
pickup. Currently we have not been getting enough inmates to run the
sanitation routes, so we could not spare one for litter pickup.

   This program may start in the early Spring. Councilman Reynolds said we
are picking up SCDOT's slack. Are we going to approach them to let
them know we are helping them? Brandon said there are a
number of state roads that are being neglected by SCDOT. The City is
being more proactive in performing maintenance duties even though
they are not our roads. We can approach DOT for compensation
whether it is for manpower or equipment. Councilman Reynolds said
he likes the proactive approach to keeping the streets clean.

   Chairman Merritt said the stretch of road on Ashmore Bridge to Fowler
Circle is very littered.

2. 2020 City of Mauldin Paving - Each year money is allocated by City
Council to pave City of Mauldin roads as part of the Greenville Paving
Program (Municipal Match Resurfacing Program). For FY2020, the
Council appropriated $191,954.41 for participating in the paving
program via the Greenville Legislative Delegation Transportation Committee (GLDTC). GLDTC will match the $191,954.41 for a total of $383,908.82 that is available for paving roads. Mauldin Public Works generated a ranking of its roadways and presents the lowest ranked streets to the County Paving Program annually – see the attached 2020 Road Paving List of the “F” rated roads. Staff ranked the roads based on their conditions from “A” to “F”, with the roads receiving an “A” being in excellent condition and the roads receiving a “F” being in poor condition.

Per the GLDTC, based on their cost estimates, only five roads were selected to be paved. These roads are Mary Knob Ct., Bel Arbor Ln., Sonoma Dr., Korbel Ct., and Brookfield Blvd. After a final review of the estimates for the paving were completed, it was determined that additional money was available for more roads. Jonagold Ct. and Grassy Ct. were then added to the list of roads to be paved. Chairman Merritt asked how many miles this would be. Brandon said a little over a mile. Brandon said a City road program will be implemented for the 34 roads rated F and ones soon to be F roads. This will be a piecemeal approach to a large issue we have. We are discussing with neighboring municipalities on their approach as well.

Councilwoman King asked if Hyde Circle is the example of the way roads will be fixed in the future. She was answered yes. Councilman Reynolds said Greer would be a good City to contact. They used several million dollars and attacked their bad roads all at one time. Councilman Reynolds asked when a plan should be presented to Council. Brandon said during the budget process.

5. Unfinished Business: None

6. New Business

   a. Muirwood Drive update- Russell Maio of 110 Muirwood has come in front of council with his concerns on a sink hole in his yard. From our assessment, a lot
of his problems are outside of the City’s right of way. We have a policy for off right of way work. The City can provide equipment and labor as long as the property owner provides materials. The total for materials is $6,700. Mr. Maio has declined the offer. He has asked the City to provide everything for his driveway repair. At this time, staff needs direction from Council on how to proceed. One option is to make the repair to the stormwater infrastructure, not repairing his driveway. The second option is to repair all, the third option is to leave it as it is. The staff does not have a problem with absorbing the $6700 materials cost, but it needs Council approval because it is outside the City’s ordinance.

Councilwoman King said she is familiar with the problem and knows this goes back a couple of years. The City has received legal advice and staff has given the homeowner direction several times. She is open to forward this to council for input but thinks the offer the City made was correct. The City is willing to use the equipment and our employees to fix the problem and the issue is not something the City caused. She thinks the offer was the right thing to do.

Councilman Reynolds said he is sympathetic to the fact this is an aging neighborhood, but he is worried about the precedent this would set for going off of city property. This is $6700, but the next sinkhole could be $67,000. He does understand the homeowner’s frustration. What does Mr. Duggan say to do? Brandon said counsel provided correspondence to Mr. Maio explaining the City does not own the stormwater infrastructure in Knollwood. Off of that position, the City is not required to make improvements. The City does not provide stormwater permits—those are handled by Greenville County. Our ordinance is clear on what we can and can’t do off right of way. Brandon said the position has not changed from a couple of years ago.

Mauldin is a co-permittee with Greenville County. We do not handle stormwater. Councilman Reynolds asked if that is something we need to look at. Brandon said he has talked with Matt on this and Matt has done an assessment and will bring some recommendations soon.
Chairman Merritt said we set the precedent with Gilder Creek in Forrester Woods. We paid to bring the drainage system off private property to put it in the right of way. This helped something that was done by the developer. We have also gone to Montclair where there were catch basins in yards. We went off property with the homeowner signing off and fixed it. Greenville County said they would give us money out of the stormwater fee if we would fix Libby Lane, so they do use the money for maintenance. Now they say the stormwater fee is used to pay for the manpower to do the permitting studies. He has heard two different stories from Greenville, so we are confused as to what the stormwater fee is for.

On Muirwood, if you look at the southeast portion across the street from Mr. Maio’s property, there is a 36” pipe that goes under the road. The runoff comes down the hill, into a catch basin, and into a 36” pipe. Instead of coming between the two houses at the grassy strip, they went under his driveway to catch the 18” pipe. There is 36” pipe feeding an 18” pipe. The 18” pipe dump into a creek. Mr. Maio has fixed his driveway twice. The first time, they bought a load of gravel and the neighbors shoveled it and poured a new driveway. Councilwoman King asked how long ago that was. Chairman Merritt said he didn’t know, and Mr. Maio is in South America at the moment. He thinks Mr. Maio said he has been in the house for twelve years.

Chairman Merritt asked if the numbers included taking 36” pipe all the way down to the 18”. Matthew said yes, the 36” will be taken down to the 18”. You will have to put in a concrete collar and the concrete for the driveway is included in the $6,700. The $6,700 is for all materials to fix the problem, put the dirt back, and fix the driveway. It would solve the stormwater problem, fix the sinkhole and the driveway.

Councilwoman King said where the 36” changes into the 18” we don’t know who did that or when it was done. Chairman Merritt said no, that was a question for Mr. Maio. Matt Fleahman said we have video of the two pipes and the sinkhole is located where the 18” pipe is.
Councilman Reynolds asked staff to back out the cost to fix the driveway and provide a revised number. He is concerned the homeowner is not providing any money and the city is taking full liability for everything.

Councilwoman King said there is another property in this same neighborhood that is also having these same issues. The homeowner has agreed to pay for the cost of the material. Same issue. She said she is concerned about the precedent as well.

Chairman Merritt asked if this item should be held in committee while a new number is developed leaving out the repair of the driveway. Staff could negotiate with Mr. Maio again once he is back in the States. Councilwoman King said she would like to leave this item in committee to allow staff to talk to Mr. Maio. Councilwoman King said if the cost comes in at less than $5,000 and the homeowner agrees to pay for the cost of fixing his driveway, then staff could proceed without council action. Chairman Merritt said based on the legal issues and staff having to go on private property, council should still give direction to staff.

This item will be held in committee.

b. Authorization to Proceed on the Sale of Old/ Damaged Equipment- We have old equipment that was not disposed of when replaced. Some items earlier were listed on Gov Deals. This is another round of vehicles. There are some sanitation trucks, some equipment from the Recreation Department, and other miscellaneous items. Staff is asking permission to list this additional equipment on Gov Deals. The revenues will go into the general fund. Based on the return, PW will come back at a later date with a suggestion on how to use the funds received.

This equipment is depreciated. A lot of the equipment is from the sewer and will be scrap value.
Councilwoman King made a motion to send this item to Council with a recommendation of approval of the sale of these items. Councilman Reynolds seconded the motion and the vote was unanimous (3-0).

c. City Park Playground Agreement with Cunningham Recreation- Recreation put out an RFP for a new playground. Joe Lanahan said 7 companies sent out 9 bids. The plans were reviewed and rated. Cunningham Recreation is the recommendation of staff. The company is currently working on the playground and shelter at the Cultural Center.

Cunningham submitted two options; staff recommends option 1 with the color of option 2. The bid includes installation and will be turnkey.

Councilwoman King asked how option 1 became the choice over option 2. Joe said option 2 is similar to what we are doing at the cultural center. Option 1 is different, and we want to offer more options to our citizens through different equipment. There is a saucer slide included in the City Park option, which is something new. It offers different experiences at different parks.

Councilman Reynolds made a motion to send this to council with a recommendation of option 1 in the color scheme of option 2. Councilwoman King seconded the motion. The vote was unanimous (3-0).

Brandon said the budget for the project is $250,000. The bid is lower than that amount. If something unexpected happens and the number changes significantly, the item will come back to council.

7. Public Comment

Councilman Black: I think using inmates for litter is a great idea. Is there anything that says we have to furnish any type of sanitary stations? A lot of times you will see a litter crew with a trailer that has a Jiffy Johnny on it. I don’t know if it is required on this or not.
Matt said he would talk to Livesay. The inmates go to Public Works when they have to go to the restroom.

8. Committee Concerns

Councilwoman King said we have come a long way with Public Works. She would like to not lose sight of the small details. When we have wind and trash blows into the road, let’s not leave it there. The City is better than that and our employees are better than that.

9. Adjourn- Acting Chairman Terry Merritt adjoumed the meeting.

Respectfully Submitted,
Cindy Miller
Municipal Clerk
PUBLIC WORKS COMMITTEE
AGENDA ITEM

MEETING DATE:  February 10, 2020
AGENDA ITEM: 6c

TO:  Public Works Committee
FROM:  Public Works Director, Matthew Fleahman
SUBJECT:  Muirwood Drive Update

REQUEST

Staff is requesting direction regarding the Muirwood Dr. matter.

HISTORY/BACKGROUND

During the December 16, 2019 Council meeting, Councilman Merritt requested that an update on Muirwood Drive stormwater be brought to the Public Works Committee. During the January 7 Public Works Committee meeting, Council requested that driveway repairs be removed from the Public Works quote for the materials needed to address this matter as there were concerns related to repairing the homeowner’s driveway.

ANALYSIS or STAFF FINDINGS

In accordance with City of Mauldin Ordinance Sec. 36-33. - Work off city right-of-way and property, the City may provide labor and equipment to address drainage issues on private property. All materials necessary to address the issue are required to be furnished by the property owner. Ordinance Section 36-33 is attached.

Staff performed an assessment of the storm water system at 110 Muirwood Drive. Per City Code of Ordinances Section 36-33 staff has developed a quote in the amount of $5,886.65 for the materials needed to address the concerns presented by Mr. Maio in regard to 110 Muirwood Drive. The improvements involve replacing the storm water piping from the existing sink hole down to the outfall in the back yard. The sink hole appears to be above the area where the 36-inch stormwater pipe is reduced to 18-inches.
Staff met with Mr. Maio on January 31, 2020 and discussed the concerns of the Public Works Committee as it related to the driveway repairs being at the owner’s expense. Mr. Maio agreed to being solely responsible for repairing the driveway with the City replacing the storm water piping.

Staff will proceed at the direction of Council. Should Council authorize staff to proceed and absorb the cost of materials, then a budget amendment will be warranted in the amount of the cost of the materials as it exceeds $5,000 and is considered a capital expense. The funding source would be the City’s General Fund balance. It is worth noting that the work does not involve any repairs to the sinkhole in Mr. Maio’s driveway.

**TIMELINE**

The estimated timeline for the work is 3 to 4 weeks.

**RECOMMENDATION**

This matter is a policy decision of Council. Given that the request of Mr. Maio is outside of the parameters of City Ordinance 36-33, Council direction is sought.
Sec. 36-33. - Work off city right-of-way and property.

Work may be performed off city rights-of-way or property in the following cases:

1) **Protection of city street or bridge.** For correcting a situation detrimental to a city street or bridge which affects the safety of the traveling public. Such work may include, but is not limited to, stream channel improvement and sight distance obstruction removal. Upon specific approval of the city administrator, private driveways may be scraped only to the extent necessary to protect a city or county road within the city limits by channeling water into side ditches and cleaning side ditches. Hold harmless agreements are required for all such types of work.

2) **Drainage work off city rights-of-ways and properties.** To perform maintenance on dedicated easements, provided that such maintenance will provide for the free flow of surface water to a live stream and/or relieve regional flooding conditions along a live stream. The city may provide labor and equipment to perform maintenance on drainage easements and installation of erosion protection, but the easement, in general, must carry water from public roads or lands or be regional in nature. This work will be accomplished only upon request and approval of all property owners adjacent to the easement and after a properly executed hold harmless agreement, and right of entry agreement, signed by all such owners is filed with the city and accepted for recording. Felled trees may be removed only if impeding the normal flow of water and only if it affects a public interest, public health, or public safety.

No maintenance assistance is offered any development until completion. After completion of a development project, no such assistance shall be rendered to commercial developments, industrial sites, golf courses, apartment complexes, or mobile home parks, without specific approval of council. A record of each project undertaken is to be maintained in the city public works department and made available upon request. The record is to include manpower and equipment usage.

In the event the work is done by the private property owner, the work must be performed by a licensed, qualified contractor. All work must be inspected during installation and approved by the public works department upon completion and before covering.

**Types of work.** The following types of drainage assistance may be performed by the city public works department provided it affects a public interest, public health, or public safety:

a. Machine cleaning of normally dry drainage easements to allow free flow of surface water.

b. Installation or removal of pipe (labor and equipment only) on normally dry drainage easements. Materials must be furnished by the property owner. All materials furnished including pipe, catch basins, grates and lids must meet city standards.

c. Installation of large stone or other erosion protection materials (labor and equipment only) on normally dry drainage easements.
d. Unclogging and repair of pipe systems (labor and equipment only) on normally dry drainage easements.

**Conditions.** The drainage assistance described above may only be performed under the following conditions:

a. All requests for off right-of-way drainage assistance must be approved by the public works director.

b. All affected property owners must execute drainage assistance agreements which shall include an easement with permanent encroachment provisions and a hold harmless agreement. These agreements shall be filed with the public works department.

c. Drainage assistance may be provided for circumstances involving water which originates from public lands or public rights-of-ways to natural stream beds or drainage systems.

d. No materials will be furnished by the city for any of the above types of work.

e. No assistance shall be provided to any development prior to its completion.

f. No off right-of-way drainage assistance shall be performed more than once in a 12-month period except under extraordinary circumstances and with the concurrence of the city administrator.

REQUEST

Authorization is requested to accept the insurance funds in the amount of $10,057.32 and to utilize these funds for the replacement of the damaged gateway sign. Additionally, authorization is requested to modify the other four (4) signs to include “Welcome To” on each sign. Since these expenditures are unbudgeted, a budget amendment is warranted.

HISTORY/BACKGROUND

The City of Mauldin has five roadside gateway entry signs. The signs are visible as you enter into the City from outside unincorporated areas.

On December 23, 2019, Public Works was notified that one of the signs on US-276 had been struck and damaged. A police report was generated and the remains of the sign were gathered up and removed from the area. An insurance claim was filed on behalf of the City and funds for the replacement issued.

During the process of receiving quotes for the damaged sign, council requested a quote to add “Welcome To,” to this sign and the remaining four signs around the City.

ANALYSIS or STAFF FINDINGS

The cost to replace the damaged sign will be funded by accepting the insurance funds in the amount of $10,057.32 and authorize the use of the funds to replace the sign. The cost to add “Welcome To,” will be $1,617.56. Since both items are unbudgeted expenses, a budget amendment is required. The recommended funding source for adding
“Welcome To” to the other 4 gateways signs is the General Fund balance. Attached is the rendering of the sign replacement.

TIMELINE

Should City Council approve, the time to complete is approximately four weeks.

RECOMMENDATION

Staff recommends the Public Works Committee and the City Council approve the acceptance of the insurance funds and utilize these funds to replace the sign. It is also recommended that budget amendment be issued to cover the cost of adding “Welcome To,” to the remaining signs.
PUBLIC WORKS COMMITTEE
AGENDA ITEM

MEETING DATE: February 10, 2020

AGENDA ITEM: 6e

TO: Public Works Committee
FROM: Public Works Director, Matthew Fleahman
SUBJECT: GLDTC Participation Agreement – Signalized Rothwell Dr. and E. Butler Rd. Intersection

REQUEST

Authorization to execute the Greenville Legislative Delegation Transportation Committee (GLDTC) Participation Agreement for the Signalized Rothwell Dr. and E. Butler Rd. Intersection project.

HISTORY/BACKGROUND

During its September 19, 2019 meeting City Council approved to proceed with the closure of Rothwell Dr., and the construction of new signalized Rothwell Dr. and E. Butler Rd. intersection utilizing the funding mechanisms recommended by staff.

ANALYSIS or STAFF FINDINGS

Traffic safety concerns attendant to ingress and egress of Rothwell Dr. off E. Butler Rd. have been presented to the City over the past year. In an effort address those concerns (e.g., traffic congestion, traffic hazards) and potential economic, this project will:

• Close the current location of Rothwell Dr.
• Relocate Rothwell Dr. no less than 700 feet from the E. Butler Rd. & I-385 interchange.
• Signalize the Rothwell Dr. & E. Butler Rd. intersection at the new location of Rothwell Dr.

The project will be managed by the GLDTC with assistance from the City as it relates to any needed agreements (e.g., easements, ownership, maintenance) requiring City approval and the closing of Rothwell Dr. at its current location.
FISCAL IMPACT

The total cost for this project is $1,108,881. The funding of this project includes contributions from the Greenville Legislative Delegation Transportation Committee, Shaw Resources and the City of Mauldin as detailed in the table below:

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>GLDTC</td>
<td>$440,447</td>
</tr>
<tr>
<td>Shaw Resources</td>
<td>$227,987</td>
</tr>
<tr>
<td>City of Mauldin</td>
<td>$440,447</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td><strong>$1,108,881</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construct a New Signalized</td>
<td>$1,108,881</td>
</tr>
<tr>
<td>Rothwell Dr. &amp; E. Butler Rd.</td>
<td></td>
</tr>
<tr>
<td>Intersection</td>
<td></td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td><strong>$1,108,881</strong></td>
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<tr>
<td><strong>Balance</strong></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

RECOMMENDATION

It is recommended that Council authorize the execution of the participation agreement.

Attached is a map of the project area and the participation agreement.
PARTICIPATION AGREEMENT
Greenville Legislative Delegation Transportation Committee Project # 567

Dated: January 27, 2020

WHEREAS, the City of Mauldin desires the Greenville Legislative Delegation Transportation Committee (GLDTC) to assist the City of Mauldin in the Intersection Project Millport at Butler Road in the city limits of the City of Mauldin known as GLDTC Project # 567; and

WHEREAS, the GLDTC is a duly authorized agent of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and

WHEREAS, the City of Mauldin is duly authorized to enter into contracts necessary for the proper discharge of its functions and duties; and

WHEREAS, the GLDTC has agreed to assist the City of Mauldin with GLDTC Project # 567;

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the parties hereto as set forth, the GLDTC and the City of Mauldin do hereby agree as follows:

Project Description:

The project is divided into two (2) parts as follows:
   a) Preliminary Engineering (PE): Includes field stakeout, compilation of contract quantities, Right of Way, Bid Proposal Preparation, Advertisement and receipt of bid packages, bid evaluation and recommendation for award.
   b) Construction, Engineering and Inspection (CEI): Includes monitoring the actual construction performance, construction inspection, sampling testing of materials, recommendation for contractor payments, and other items associated tasks as necessary.

The term PROJECT is intended to refer to the above two Parts collectively unless otherwise indicated.
PARTICIPATION AGREEMENT
Greenville Legislative Delegation Transportation Committee Project # 567

Dated: January 27, 2020

COMMITTED PROJECT FUNDING:
GLDTC: $440,446.94 (40.00%)
City of Mauldin: $668,434.66 (60.00%)

The GLDTC shall:
  a) Provide the GLDTC’s cost share for the PROJECT, not to exceed the $440,446.94;
  b) Provide all preliminary engineering services, Right of Way, bid advertisement, awarding of construction contract, inspection of contractor work during execution of contract, and sampling and testing of construction procedures for compliance with all State and local requirements;
  c) Verify all contractor pay requests prior to payment.

The City of Mauldin shall:
  a) Provide construction funding equal to the commitment of $668,434.66, and
  b) Provide funds for all cost overruns (if any).
  c) Secure commitment from Shaw Resources to donate right of way.

The GLDTC shall:
  a) Enter into and execute all necessary contracts required to complete the approved project;
  b) Be responsible for approval of payment requests and payments of all contractors and subcontractors pay requests;
  c) Secure from the City of Mauldin all remaining funds as described below.

____________________  ____________________
City initial               GLDTC initial

Page 2
PARTICIPATION AGREEMENT
Greenville Legislative Delegation Transportation Committee Project # 567

Dated: January 27, 2020

The City of Mauldin shall:

a) Pay all GLDTC invoices within 30 days.
b) Make 1\textsuperscript{st} Partial Payment of 50% when the contract is awarded.
c) Make 2\textsuperscript{nd} Partial Payment of 25% when 25% of the construction is completed.
d) Make Final Payment of 25% when 50% of the construction is complete.
e) Once construction is complete pay any cost overruns, if any.

This document may not be modified or revoked without the written consent of all parties.

For: the City of Mauldin (name and title) (date)

Greenville Legislative Delegation Transportation Committee Chairman (date)

Page 3
PUBLIC WORKS COMMITTEE
AGENDA ITEM

MEETING DATE:  February 10, 2020

AGENDA ITEM:  6f

TO:      Public Works Committee
FROM:    Public Works Director, Matthew Fleahman
SUBJECT: GLDTC Participation Agreement –Municipal Match Resurfacing Program

REQUEST

Authorization to execute the Greenville Legislative Delegation Transportation Committee (GLDTC) Participation Agreement for the municipal match resurfacing program.

HISTORY/BACKGROUND

The City’s street paving program focuses on the resurfacing, rehabilitation and maintenance of City-owned roads. The program is funded through the City’s Capital Improvement Program and the Greenville Legislative Delegation Transportation Committee’s (GLDTC) Municipal Match Resurfacing Program (MMRP). Streets funded through the MMRP are managed by the GLDTC’s program manager, CoTransCo. Roads improved through this program usually include a combination of full depth patching, milling and asphalt overlay.

ANALYSIS or STAFF FINDINGS

During its September 16, 2020 meeting, City Council approved its FY2020 road paving list.

For FY2020, Council appropriated $150,000 for participating in the MMRP, and GLDTC was informed of the City’s participation level. The funding source for the $150,000 is the Capital Projects Fund. The GLDTC considered the MMRP during their July 25, 2019 meeting and made a final determination for funding for the match program. The City available match level as determined by GLDTC was $191,954.41. This amount is $41,954.41 more than $150,000 Council appropriated for this program for the current fiscal year, FY2020.
During its August 19, 2020 meeting, increased its contribution to the MMRP by $41,954.41 for a total of $191,954.41. This means that a total of $383,909 will be utilized in the MMRP to repave the following City streets:

- Mary Knob Court
- Bel Arbor Lane
- Sonoma Drive
- Korbel Court
- Brookfield Boulevard
- Jonagold Court
- Grassy Court

**TIMELINE**

Resurfacing of the roads should commence in the Spring 2020 and completed by Fall 2020.

**RECOMMENDATION**

It is recommended that Council authorize the execution of the participation agreement.

Attached is the Road Paving List and the Participation Agreement.
PARTICIPATION AGREEMENT
Greenville Legislative Delegation Transportation Committee Project # 560.01

Dated: December 22, 2019

WHEREAS, the City of Mauldin desires the Greenville Legislative Delegation Transportation Committee (GLDTC) to assist the City of Mauldin in the resurfacing of various roads/streets within the city limits of the City of Mauldin as part of the Municipal Match Resurfacing Program for FY 19-20, known as GLDTC Project # 560.01; and

WHEREAS, the GLDTC is a duly authorized agent of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and

WHEREAS, the City of Mauldin is duly authorized to enter into contracts necessary for the proper discharge of its functions and duties; and

WHEREAS, the GLDTC has agreed to assist the City of Mauldin with GLDTC Project # 560.01;

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the parties hereto as set forth, the GLDTC and the City of Mauldin do hereby agree as follows:

**Project Description:**

The project is divided into two (2) parts as follows:

a) Preliminary Engineering (PE): Includes field stakeout, compilation of contract quantities, Bid Proposal Preparation, Advertisement and receipt of bid packages, bid evaluation and recommendation for award.

b) Construction, Engineering and Inspection (CEI): Includes monitoring the actual construction performance, construction inspection, sampling testing of materials, recommendation for contractor payments, and other items associated tasks as necessary.

The term **PROJECT** is intended to refer to the above two Parts collectively unless otherwise indicated.

<table>
<thead>
<tr>
<th>City initial</th>
<th>GLDTC initial</th>
</tr>
</thead>
</table>

Page 1

27
PARTICIPATION AGREEMENT
Greenville Legislative Delegation Transportation Committee Project # 560.01

Dated: December 22, 2019

COMMITTED PROJECT FUNDING:

GLDTC: $191,954.41 (50.00%)
City of Mauldin: $191,954.41 (50.00%)

The GLDTC shall:

a) Provide the GLDTC’s cost share for the PROJECT, not to exceed the $191,954.41;
b) Provide all preliminary engineering services, bid advertisement, awarding of construction contract, inspection of contractor work during execution of contract, and sampling and testing of construction procedures for compliance with all State and local requirements;
c) Verify all contractor pay requests prior to payment.

The City of Mauldin shall:

a) Provide construction funding equal to the commitment of $191,954.41, and
b) Provide funds for all cost overruns (if any).

The GLDTC shall:

a) Enter into and execute all necessary contracts required to complete the approved project;
b) Be responsible for approval of payment requests and payments of all contractors and subcontractors pay requests;
c) Secure from the City of Mauldin all remaining funds as described below.

City initial       GLDTC initial
PARTICIPATION AGREEMENT
Greenville Legislative Delegation Transportation
Committee Project # 560.01

Dated: December 22, 2019

The City of Mauldin shall:

a) Pay all GLDTC invoices within 30 days.
b) Make 1st Partial Payment of 50% of the matching funds on May 1st 2020,
c) Make 2nd Partial Payment of 25% of the matching funds on July 1st 2020,
d) and Make Final Payment of 25% and cost overruns, if any, of the matching funds on November 30th, 2020.

Note: Every possible effort will be made to utilize 100% of the available funding for the execution of this contract. However: due to factors beyond everyone’s control (PG64-22 price adjustment, utility conflicts, contract underruns/overruns, etc.) it will be impossible to exactly match the dollar amount of funding to the final dollar amount of the work. Therefore: the GLDTC will “roll-forward” to the next Municipal Match Program any surpluses or deficits of funds.

This document may not be modified or revoked without the written consent of all parties.

For: the City of Mauldin (name and title) (date)

Greenville Legislative Delegation Transportation Committee Chairman (date)
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