



PUBLIC WORKS

COMMITTEE MEETING

MONDAY, OCTOBER 4, 2021 | 6 PM

4th committee meeting

The Committee will meet in Mauldin City Hall at 5 East Butler Road in the Council Chambers at 6 p.m.

The meeting will be available remotely through Zoom. Please visit the City's website at <https://cityofmauldin.org/your-government/meeting-minutes-agendas/> to access the meeting via audio and videoconferencing.

**PUBLIC WORKS COMMITTEE MEETING
OCTOBER 4, 2021, 6PM
CITY HALL - COUNCIL CHAMBERS
5 E. BUTLER ROAD**

Committee Members: Jason Kraeling (Chair), Carol King, Michael Reynolds

- | | |
|---|------------------------------|
| 1. <u>Call to Order</u> | The Honorable Jason Kraeling |
| 2. <u>Public Comment</u> | The Honorable Jason Kraeling |
| 3. <u>Reading and Approval of Minutes</u> | The Honorable Jason Kraeling |
| a. Public Works Committee Meeting:
September 7, 2021 [Pages 3-4] | |
| 4. <u>Reports or Communications from City Officers</u> | |
| a. Public Works Director Matt Fleahman
Budget Review | |
| 5. <u>Unfinished Business</u> | The Honorable Jason Kraeling |
| There is no unfinished business. | |
| 6. <u>New Business</u> | The Honorable Jason Kraeling |
| a. Signage request to SCOT [Pages 5-7]
b. Resolution to approve a contract with Pratt Recycling [Pages 8-13] | |
| 7. <u>Public Comment</u> | The Honorable Jason Kraeling |
| 8. <u>Committee Concerns</u> | The Honorable Jason Kraeling |
| 9. <u>Adjournment</u> | The Honorable Jason Kraeling |

MINUTES
PUBLIC WORKS COMMITTEE MEETING
SEPTEMBER 7, 2021, 6PM
CITY HALL - COUNCIL CHAMBERS
5 E. BUTLER ROAD

Committee Members: Jason Kraeling (Chair), Carol King, Michael Reynolds

Others present: Brandon Madden, City Administrator, and PW Director Matt Fleahman

1. Call to Order- Chairman Kraeling
2. Public Comment- None
3. Reading and Approval of Minutes
 - a. Public Works Committee Meeting: August 2, 2021

Motion: Councilwoman King made a motion to approve the minutes with Councilman Reynolds seconding.

Vote: The vote was unanimous (3-0).

4. Reports or Communications from City Officers
 - a. Public Works Director Matt Fleahman

Budget Review- The budget is in line with where it needs to be. Purchase orders have been issued for a few new public works vehicles.

Inmate Labor- The City of Mauldin has historically used inmate labor to offset costs in providing sanitation services to City residents. In March 2020, the use of inmates was restricted due to the COVID-19 global pandemic. The City initially used Public Works staff as riders to provide sanitation services; however, this limited the number of staff available to provide the other services in Public Works (i.e., sewer, streets, parks and grounds, and facility maintenance). In June 2020, the City determined that it would be in the City's best interest to initiate the use of temporary employees to fill these sanitation roles and allow the Public Works employees to return to their other duties. The City continues to employ temporary employees and the use of inmate labor remains restricted.

The annual fiscal impact for the inmates is \$117,634. The City pays the SCDOC per inmate per day. The inmates must be picked up and dropped off. We provide the inmates lunch, and there are other associated costs. The City approved \$75,634 in its FY2022 budget for inmate labor. Once the City receives its side-loading trash trucks, only four temporary employees are needed to ride on the back of trash trucks. In a side-by-side comparison the cost of four temporary employees (\$133,120 per year) exceeds the cost of inmates (\$117,634 per year) which is a difference of \$15,486.

Councilman Reynolds asked about the bus we use to take the inmates back and forth and how it was funded. Mr. Fleahman said the City sold scrap metal and made enough money to buy the bus.

Councilman Reynolds asked if any of the temporary employees have been hired full-time. Mr. Fleahman said we have hired a few of them, and they are all great employees.

This item was for information only.

5. Unfinished Business- There is no unfinished business.

6. New Business- There is no new business.

7. Public Comment- None

8. Committee Concerns- None

9. Adjournment- Chairman Kraeling adjourned the meeting at 6:48 pm.

Respectfully Submitted,

Cindy Miller

Municipal Clerk

PUBLIC WORKS COMMITTEE

AGENDA ITEM SUMMARY

MEETING DATE: October 4, 2021

AGENDA ITEM: 6a

TO: Public Works Committee
FROM: Public Works Director Matthew Fleahman
SUBJECT: Signage Request to SC DOT

REQUEST

Authorize staff to request of the SC Department of Transportation (DOT) that “No Through Trucks” signs be placed at each end of the portion of Old Mill Road between Miller Road and East Butler Road.

HISTORY/BACKGROUND

Staff received a request from Mr. Scott Crosby, via the attached email, to have signs installed at each end of the residential portion of Old Mill Road – i.e., the section between the East Butler Road intersection and the Miller Road intersection, saying “No Through Trucks”.

ANALYSIS or STAFF FINDINGS

Given that Old Mill Road, E. Butler Road, and Miller Road are all owned and maintained by DOT, the City would need to follow the process outlined by DOT for this type of request – see attached DOT guidelines. DOT’s process for requesting and implementing truck routes and truck prohibitions is as follows:

1. A local government would request the section of roadway where they want to restrict through truck traffic (local truck traffic and deliveries must still be allowed) and must also recommend truck routing to bypass the restriction.
2. These requests will be handled at the District level with Headquarters Traffic Engineering providing assistance upon request from the District. District staff should review the requested truck routing to determine the feasibility of the truck restriction on the roadway segment and the alternate truck route. The review should consist of a determination if suitable alternate routes exist where trucks can make all the necessary turning maneuvers, not experience any known truck-related issues on the route, and the routing cannot be overly burdensome on the trucking industry (i.e.: the truck route to bypass a 0.5 mile restriction is 5 miles). In addition, the routing should not be adjacent to a school where it would interfere with school traffic or utilize a solely residential roadway. The South Carolina Truck Network should be included in the review as well to verify that there are no conflicts with the requested prohibition or alternate route. Truck prohibitions will not be allowed on any route on the South Carolina Truck Network.
3. If no suitable alternate routing exists, the truck restriction should not be approved. However, the study should identify possible solutions, if available, to provide the necessary routing. It will be the responsibility of the requesting local governmental entity to identify funding for any necessary improvements.

4. If the review reveals that routing is feasible, SCDOT will request that the local government pass an ordinance for the restriction of the through truck traffic on the specified segment of roadway. This gives a legal description to the restriction and provides concurrence from the local government that will be responsible for enforcement of the restriction. This ordinance should also include or reference a description of the type of trucks prohibited which is typically a vehicle with greater than 6 wheels. This description permits small delivery trucks such as UPS/FedEx to operate without restriction and would not create issues with residents that drive dual-wheel pickup trucks.
5. Once SCDOT is notified that the ordinance has been passed, the District can decide if SCDOT will install the truck route and truck prohibition signing or if the requesting local government will install the signing under encroachment permit, in accordance with the MUTCD (latest edition) and the SCDOT Supplement to the MUTCD.
6. In some cases, a municipality may seek to provide an alternate or recommended route for trucks without passing specific ordinances or restrictions. In such a case, the truck route could be allowed but would not be enforceable by law. However, the general review process for the proposed alternate route would be the same as for truck routes where prohibitions or restrictions are enacted.

Review of the guidelines reveal that the 1st step is the City formally requesting of DOT that “No Through Trucks” signs be placed at each end of the portion of Old Mill Road between Miller Road and East Butler Road.

FISCAL IMPACT

There is none associated with this request.

RECOMMENDATION

This is not a staff-initiated request. Staff will proceed as directed by City Council.

ATTACHMENTS

Email request from Mr. Crosby

Brandon Madden

Subject: FW: Truck Routes/Restrictions
Attachments: tg37 (5).pdf
Importance: High

From: Scott Crosby
Sent: Tuesday, August 24, 2021 1:10 PM
To: Brandon Madden
Subject: FW: Truck Routes/Restrictions
Importance: High

Brandon --

I would like to get signs installed at each end of the residential portion of Old Mill Road – i.e., the section between the East Butler Road intersection and the Miller Road intersection, saying “**No Through Trucks**”.

With a traffic light going up at the East Butler Road and Old Mill Road, there is likely to be an increase in the traffic using that portion of Old Mill. However, that portion of Old Mill is entirely a residential road, with driveways opening out onto the road on both sides of the street.

Safety is a major issue, given that some homes have small children too young to be cognizant of the dangers of traffic.

Such signs would help to assure that traffic on that portion of Old Mill will foster safe driving.

I have talked with Pete Poore of SCDOT, and his email below and the attached PDF are the final result.

It looks to me like Step 1 of the Guidelines is the appropriate focus for a request to be made by Council. The request would be for “**No Through Trucks**” signs to be placed at each end of the portion of Old Mill between Miller and East Butler. Alternative routes for trucks would be via Miller Road, with east-bound traffic going to east on Miller to Corn Road, and west-bound traffic going via Miller to North Main Street (or north on Old Miller to Forrester Drive and then on to North Main).

As far as I understand, this would involve no expense or cost by the City.

Would you please work with Council to arrange for that request to be made by Council to SCDOT? This would be similar to the past efforts that were required to install the traffic light at the intersection of Bethel Drive and North Golden Strip Drive.

Please feel free to contact me at any time for more information.

Thanks,

-- Scott Crosby

PUBLIC WORKS COMMITTEE

AGENDA ITEM SUMMARY

MEETING DATE: October 4, 2021

AGENDA ITEM: 6b

TO: Public Works Committee
FROM: Public Works Director Matt Fleahman
SUBJECT: Resolution to approve a contract with Pratt Recycling

REQUEST

Approve a Resolution to approve a contract with Pratt Recycling, Inc. to provide recycling services for the City of Mauldin and to authorize the Mayor to execute the agreement.

HISTORY/BACKGROUND

The City takes its recycling collections to Pratt Recycling located in Spartanburg, SC, daily. The charge a tipping fee of \$66 per ton for the collections. Over the past few years, the tipping fee charged by Pratt has increased annually.

ANALYSIS or STAFF FINDINGS

Pratt has proposed an agreement with the City to have a flat tipping fee of \$75 per ton for the City's recycling collections. Per the agreement, based on the market rate for recyclables, if the Pratt generates revenue for recycling, then the tip fee will be reduced.

FISCAL IMPACT

Council budgeted \$400,000 in its FY2022 Budget to cover the cost for tipping fees for its trash, recycling, limbs, brush, and debris. The impact of the increase of the tipping fees for recycling should Council approve this agreement should be able to be absorbed in the City's current budget.

RECOMMENDATION

Staff recommends approval of the Resolution and attendant agreement.

ATTACHMENTS

Resolution

Pratt Agreement

RESOLUTION _____ - 2021

**A RESOLUTION TO APPROVE A CONTRACT WITH PRATT RECYCLING, INC., TO
PROVIDE RECYCLING SERVICES FOR THE CITY OF MAULDIN AND TO
AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT.**

WHEREAS, Pratt Recycling, Inc. (hereinafter “Pratt”) provides recycling services; and,

WHEREAS, the City has a strong environmental policy to recycle as much material as possible.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE
CITY OF MAULDIN AS FOLLOWS:**

1. The Contract attached hereto marked as Exhibit “A” is approved.
2. The Mayor is hereby authorized to execute the Contract.

IT IS SO RESOLVED THIS ____ DAY OF SEPTEMBER, 2021.

Terry Merritt, Mayor
City of Mauldin

Cindy Miller, Municipal Clerk
City of Mauldin

Approved as to form

John B. Duggan, City Attorney



RECYCLING SUPPLY CONTRACT

1. Parties:

Pratt Recycling, Inc. a Delaware Corporation ("Pratt")	Customer (full legal name): <u>City of Mauldin</u>
Customer's Service Location ("Service Location")	Customer's state of incorporation/formation: <u>South Carolina</u>
Address: <u>5 East Butler Rd.</u>	Customer's billing address:
City/State/Zip: <u>Mauldin, S.C. 29662</u>	Address: <u>P.O. Box 249</u>
Contact Name: <u>Matthew Fleahman</u>	City/State/Zip: <u>Mauldin, S.C. 29662</u>
Phone: <u>864-289-8904</u>	Contact Name: <u>Matthew Fleahman</u>
Email: <u>MFleahman@mauldincitysc.com</u>	Phone: <u>854-289-8904</u>
	Email: <u>MFleahman@mauldincitysc.com</u>

2. Term.

Start date: 10/19/2021 (*Effective Date*)
End date: 10/19/2026 (*5 years from the Effective Date*)

Check here if contract automatically renews: If checked, this Contract will automatically renew annually through the term of the agreement unless either Party gives a written non-renewal notice at least 90 days before the term ends.

3. Materials Procurement. Pratt has the obligation and exclusive right to procure from the Service Location 100% of the materials on the Pricing/Fees Attachment (which is part of this Contract) generated at the Service Location ("Materials").

4. Termination. If a Party fails to cure a material failure to meet obligations under this Contract within 30 days after notice, the other Party may terminate this Contract with 30 days' notice. A Party may immediately terminate this Contract (with no right to cure) if the other Party fails to pay on time; makes an assignment to benefit creditors; assigns this contract without the prior written consent of the other party; states that it cannot timely pay its debts; or files a bankruptcy petition or has an involuntary bankruptcy petition filed against it.

5. Indemnification. Notwithstanding anything herein to the contrary, Pratt shall indemnify and hold Customer, its employees, officers, officials, contractors, agents, and/or representatives ("Indemnified Parties"), free and harmless from and against any and all liabilities, losses, claims, demands, suits, judgments, causes of action and/or expenses of any kind or nature ("Claim"), including the payment of reasonable attorney's fees, resulting from property damage and/or personal injury, including death, to the extent resulting from the negligence and/or willful misconduct of Pratt, its subcontractors, agents or representatives under this Contract, except to the extent of any of the Indemnified Parties' negligence or willful misconduct, act or omission. Such losses, liabilities, expenses, damages and/or claims shall include, but not be limited to, civil or criminal fines or penalties, for loss of use and/or service, personal injury, death, libel, slander, and attorney's fees through all levels of appeals. The foregoing indemnity shall survive the expiration or termination of this Contract. South Carolina law prohibits any state or local government from indemnifying another party. The South Carolina Tort Claims Act (SCTCA) limits the liability of state and local governments to acts of gross negligence, recklessness or intentional acts and limits damages therefor to \$300,000 per person, \$600,000 per event. The Customer maintains a liability policy with policy limits provided for in the SCTCA for wrongful acts by Customer's employees and agents provided for in the SCTCA. Customer will maintain this coverage during the duration of this Contract.

6. Limitation of Liability. The parties will not be liable to one another for incidental, indirect, consequential, special, or punitive damages, including, without limitation, any damages for business interruption, loss of use, revenue or profits whether due to breach of contract, breach of any warranty, tort, or any other legal grounds for liability.

7. Governing Law and Notices. For all disputes arising out of this Contract, South Carolina law will govern all issues (regardless of any jurisdiction's choice-of-law rules), and the Parties submit to personal jurisdiction and venue in the South Carolina courts of Greenville County, South Carolina, and the federal courts of the District of South Carolina. To be effective, notices must be in writing and delivered by certified mail or overnight delivery by UPS or FedEx to:

To Pratt:
1800-C Sarasota Parkway
Conyers, GA 30013
Attention: Chief Financial Officer

With a simultaneous copy to:
Pratt Industries, Inc.
3535 Piedmont Road NE, Building 14, Suite 440
Atlanta, GA 30305
Attention: Douglas R. Balyeat, General Counsel
and Vice President

To City of Mauldin:
5 East Butler Road
Mauldin, S.C. 29662
Attention: Terry Merritt, Mayor or his Successor

With a simultaneous copy to:
Duggan & Hughes, LLC
457-B Pennsylvania Avenue (29650)
P.O. Box 449
Greer, SC 29652
Attention: John Duggan, Esq.

Pratt Recycling, Inc.	Customer
By: _____	By: _____ Customer's Authorized Agent
Name: Stephen Ward	Name: Terry Merritt
Title: Chief Financial Officer	Title: Mayor
Date signed: _____	Date signed: _____

Attachment for Additional Service Locations

List the addresses of any additional service locations, all of which will be included in the term "Service Location."

Pricing/Fees Attachment

1. Purchase Prices (per short ton):

Revenue Share: 50% of the Composite Market Value ("CMV") when the CMV is equal to or greater than \$30.00 (the "Revenue Share"), which will be calculated as the combined measure of the overall market for Material. The calculation shall occur on a quarterly basis.

2. Definitions.

Materials will be Single Stream recyclables that conform to grade specifications in the ISRI Scrap Specifications Circular in effect when Pratt obtains title to the Materials.

3. Payment Terms. Pratt will pay Customer for Materials received at Pratt's destination point at the Purchase Prices in Section 1 above (if Purchase Prices exceed \$0). Any amount that Pratt owes the customer will first offset any amount that Customer owes Pratt, and Pratt will pay Customer any remaining amount due to Customer within 30 days after Pratt receives the Materials.

4. Collection Fees and Processing Fees.

If checked, Customer will pay Pratt \$_____ per short ton to collect and haul away the following types of Materials: _____.

If checked, Customer will pay Pratt a Processing Fee of \$70.00 for every short ton of Materials that Pratt receives at its destination point.

Customer will pay any amount owed to Pratt within 30 days after the invoice date.

5. Unacceptable Materials. Customer will ensure that no Materials contain any of the following "Unacceptable Materials:" hazardous substances; herbicides, insecticides, fungicides, or rodenticides; heavy metals; antimony, arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver, or zinc; toxic or potentially carcinogenic substances; formaldehyde, PCBs, or phenolic based resins; biological or medical waste; radioactive substances; or any container that previously held any of the items in this list. Customer will retain title to and legal responsibility for any Unacceptable Materials even if collected by Pratt.

6. Delivery and Taxes. Pratt will pay all taxes and government fees imposed on the Materials.

If checked, Pratt will collect the Materials from Customer's Service Location at Pratt's expense and will obtain title and risk of loss when it collects the Materials. OR

If checked, Customer will deliver the Materials to Pratt's destination point at 255 Morley Court Duncan, SC 29334 at Customer's expense, and Pratt will obtain title and risk of loss when the Materials are delivered to Pratt's destination point.

7. Unusual Cost Increases or Market Conditions. Pratt may, at reasonable times, petition the Customer to reduce Purchase Prices or pay new or adjusted rates to account for unusual increases in Pratt's operation costs or unusual changes in market or other conditions beyond Pratt's reasonable control. If Customer unreasonably refuses, and Pratt determines in its sole discretion that the Contract is no longer in Pratt's economic interest, then Pratt may terminate this Contract for cause with 30 days' notice to Customer. If Customer determines that proposed increases are in excess of market rates Customer may refuse to pay the increases and terminate the agreement upon thirty (30) days notice to Pratt.