



PUBLIC WORKS

COMMITTEE MEETING

MONDAY, FEBRUARY 7, 2022 | 6 PM

3rd 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
FEBRUARY 7, 2022, 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: January 4, 2022 [Pages 3-5] | |
| 4. <u>Reports or Communications from City Officers</u> | |
| a. Public Works Director Matt Fleahman | |
| i. Budget Review | |
| ii. FY 2022 Road Paving List Update [Pages 6-7] | |
| 5. <u>Unfinished Business</u> | The Honorable Jason Kraeling |
| There is no unfinished business. | |
| 6. <u>New Business</u> | The Honorable Jason Kraeling |
| a. 122 Sunset Drive Stormwater Improvements [Pages 8-21] | |
| b. Intergovernmental Agreement with Metro Connects [Pages 22-29] | |
| c. Amendment to the Solid Waste Ordinance [Pages 30-33] | The Honorable Jason Kraeling |
| 7. <u>Public Comment</u> | The Honorable Jason Kraeling |
| 8. <u>Committee Concerns</u> | The Honorable Jason Kraeling |
| 9. <u>Adjournment</u> | |

MINUTES
PUBLIC WORKS COMMITTEE MEETING
JANUARY 4, 2022, 6PM
CITY HALL - COUNCIL CHAMBERS
5 E. BUTLER ROAD
2nd committee meeting

Committee Members present: Jason Kraeling (Chair), Carol King, Michael Reynolds
Others present: PW Director Matt Fleahman and City Administrator Brandon Madden

1. Call to Order- Chairman Kraeling
2. Public Comment- None
3. Reading and Approval of Minutes
 - a. Public Works Committee Meeting: December 6, 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- Mr. Fleahman reported all PW division budgets are where they should be at this time of the year.

Capital Projects Update: The new truck that was discussed at an earlier meeting to help with brush and leaves is not available on state contract and the price has increased to about \$150,000.

Chairman Kraeling said his recommendation would be to wait a month or two and see if the price comes down. Even if we ordered the truck now, it would not be available until around August. Councilwoman King agreed that waiting would be a good idea.

Councilman Reynolds does not want to wait too long in case the price increases.

5. Unfinished Business- There is no unfinished business.

6. New Business

- a. Resolution – Construction Manager Contract- This is a Resolution to approve a contract with the Cely Construction to serve as Construction Manager for the design/construction of an entryway for the multi-use trail that will connect to the pedestrian bridge across I-385.

There is a environmental provision in the contract as presented to committee which will be removed before the Council meeting as it does not apply.

Motion: Councilwoman King made a motion to forward this item to Council with Councilman Reynolds seconding.

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

- b. Amendment to the Solid Waste Ordinance- The City of Mauldin Public Works Department picks up leaves, yard trimmings, and grass clippings (if bagged) around the City on a four week cycle. Section 34-9(b) of the Solid Waste Ordinance mandates that contractor work on trees, "...shall be disposed by the contractor." No provision for contractor work on grass or leaves is included in the Solid Waste Ordinance. Staff recommends revision of the Solid Waste Ordinance to indicate that leaves collected by a contractor will be hauled off by the contractor.

Motion: Councilwoman King made a motion to forward this item to Council with Chairman Kraeling seconding.

Councilman Reynolds said he is concerned about how this would be policed. How would the City know which leaves are being collected by a contractor as opposed to a resident?

Councilwoman King thought this was part of the ordinance already and she likes the consistency. We do not pick up trees that are taken down by contractors.

Councilwoman King said education and presentation of this is the key.

Councilman Reynolds asked what the consequences will be if the ordinance is not followed. Mr. Madden said the resident will be talked to and worked with to get them to come into compliance, but will receive a citation if the situation continues and ultimately be brought to court.

Mr. Fleahman said the PW drivers that are out will see what contractors work in what neighborhoods and who is having contractors gather their leaves.

Vote: The vote was 2-1 with Councilman Reynolds dissenting.

- c. Sewer Line Upgrade- Authorization is requested to approve an upgrade to the 15-inch sewer line at the Bridgeway Station Pedestrian Bridge. During the design phase of the bridge construction, the City of Mauldin identified that it has a 15-inch PVC sewer trunk line which traverses the landing of the bridge on the Bridgeway Station side of I-385. The sewer line is approximately sixteen (16) feet deep; however, an additional twenty (20) feet of fill is needed to achieve final grade in the area. A total depth of thirty-seven feet is outside the design specifications for the type of PVC that the line is constructed from.

The City of Mauldin and Frazier Engineering have evaluated the line and bridge design to determine possible solutions. Three potential solutions have been identified.

Option 1 would be to reline the existing pipe with UV-Cure cast in place pipe (CIPP), at a 7 mm thickness (just slightly more than ¼-inch thick). This relining would change the 15-inch pipe inside diameter to approximately 14.5 inches. This would reduce the total amount of waste that the pipe could potentially carry. The install time on this option would be approximately two weeks (to include pre-clean/TV and set up of bypass pumping) and additional time would be needed for contracting, mobilization, scheduling.

Option 2 would be to replace the PVC line with a new ductile iron line and install it through a casing pipe. The casing would allow for the pipe to be removed in the future if any type of repair was necessary. The installation would be a direct bury and would take approximately four weeks and additional time for contracting, mobilization time, scheduling.

Option 3 would be to relocate the PVC line around the area by installing new manholes and new pipe. This option would require permitting from SCDHEC and could take upwards of twelve to fifteen weeks plus additional time would be needed for contracting, mobilization, scheduling.

The costs associated with the three options are general figures and could vary based on material availability.

- Option 1 – \$24,000
- Option 2 - \$100,000
- Option 3 - \$200,000

Funding is available in the FY2022 Sewer Budget to cover the costs associated with the upgrades. Staff recommends the Public Works Committee and the City Council approve the upgrade to the 15-inch sewer line under Option 2.

Motion: Councilman Reynolds made a motion to forward this item to Council with a recommendation of Option 2 with Councilwoman King seconding.

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

7. Public Comment- None
8. Committee Concerns- None
9. Adjournment- Chairman Kraeling adjourned the meeting at 6:50 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

PUBLIC WORKS COMMITTEE

AGENDA ITEM SUMMARY

MEETING DATE: February 7, 2022

AGENDA ITEM: 4a

TO: Public Works Committee
FROM: Public Works Director Matthew Fleahman
SUBJECT: FY2022 Road Paving Update

REQUEST

Accept for information only an update on the FY2022 Road Paving program.

HISTORY/BACKGROUND

During its July 19, 2021 meeting, City Council approved the FY2022 Road Paving list which was a continuation of paving roads for year 3 of the 5-year paving list. As you may recall, the City was able to repave years 1 and 2 of the 5-year paving list in FY2021.

During the December 20, 2021 meeting, City Council approved participation agreement with GLDTC for the repaving of roads for FY2022. The City, along with matching funds from GLDTC, approved \$615,408 for repaving City-owned roads for FY2022.

ANALYSIS or STAFF FINDINGS

As an update, attached is the list of roads that GLDTC will repave for FY2022.

FISCAL IMPACT

The fiscal impact for the City is \$423,454. GLDTC will provide a match of \$191,954.

RECOMMENDATION

This information is being provided as an update only.

ATTACHMENTS

FY2022 Road Paving List

City of Mauldin FY2022 Road Paving List

Mileage	Street	From	To
0.3	Tuckahoe Court	South End	Greenport Way
0.19	Colombard Ct.	West End	Sonoma Drive
0.1	Watch Hill Ct.	Greenport Way	N.E. End
0.11	Riesling Way	Colombard Way	N.E. End
0.03	Sutters Glen Ct.	South End	Colombard Court
0.07	Stetson Court	West End	Hill Ln.
0.26	Forrester Creek Drive	Miller Road	South East End
0.04	Bounty Court.	Marsh Creek	Cul De Sac
0.11	Moriston Road	Archdale Drive	South East End
0.03	Pinehurst Drive	New Neely Ferry Rd.	US 276
0.09	Pinehurst Drive	US 276	US 276
0.05	Creek Drive	Forrester Creek Way	Forrester Creek Dr.
0.05	West Creek Drive	Forrester Creek Way	Forrester Creek Dr.
0.1	Middle Road	Stoney Creek Drive	Pigeon Creek Point
0.19	Oakwood Court	Middle Road	SW End
0.4	Piney Grove Road	Oakwood Court	North End
0.16	Stoney Creek Court	Middle Road	South End
0.23	Forrester Creek Way	Cul-de-sac	Cul-de-sac

2.51 Miles

PUBLIC WORKS COMMITTEE

AGENDA ITEM

MEETING DATE: February 7, 2022

AGENDA ITEM: 6a

TO: Public Works Committee
FROM: Public Works Director Matthew Fleahman
SUBJECT: 122 Sunset Drive Stormwater Improvements

REQUEST

To inform the Public Works Committee and Council that a request has been made in accordance with City Ordinances Section 36-32(d) for Public Works to pipe a roadside ditch and request authorization to complete the construction project via approval of the attendant agreements.

HISTORY/BACKGROUND

Ms. Cindy Ward at 122 Sunset reached out the Public Works Department in the Fall of 2021 and requested that the roadside ditch be hand dug and opened back up. Street Division staff completed the work by hand digging approximately 440 linear feet of ditch line. In December 2021, Ms. Ward contacted the Department again and asked if the ditch could be piped. Department staff visited the site, took measurements, requested quotes on materials, and generated a proposal for Ms. Ward. On January 26, 2022 Ms. Ward reached out to the Department and asked to move forward with the project (Attached).

ANALYSIS or STAFF FINDINGS

Section 36-32(d) of the City Ordinances allows for the Public Works Department to pipe a roadside ditch for a resident, “provided that the affected property owner provides all necessary pipe, and catch basin materials on the site.” For your convenience, a copy of this section is attached. The City issued a letter to the property owner on December 9, 2021 identifying the costs associated with piping both ditches (Sunset and Pinecrest Drive) as well as the cost to just pipe the ditch on Sunset Drive. Ms. Ward has selected to pipe both ditches. The City has performed similar work at other locations around the City and typically requires the resident to pay for the materials and execute a hold harmless agreement. In this project, all work will be completed within the City owned right of way, so no easement will be required.

TIMELINE

Once the materials are received and paid for, a hold harmless executed, an agreement executed, and a utility locate request called in, Public Works expects the work to last 5 to 7 working days.

RECOMMENDATION

Staff recommends the Public Works Committee and the City Council approve the project and the attendant agreements.

ATTACHMENTS

Agreement
Correspondence with Ms. Ward
Cost Detail

State of South Carolina)	City Right-of-Way and Property
)	Roadside Ditch Agreement
County of Greenville)	Tax Map No. <u>M008010103000</u>

This Agreement is entered into this _____ day of _____, 2022 by and between Cindy D. Ward and Douglas A. Ward (hereinafter "Landowners") with an address of 122 Sunset Drive, Mauldin, SC 29662, the owners of property identified by Greenville County Tax Map No. M008010103000 (hereinafter "the Property"), and the City of Mauldin, a Municipal Corporation and political subdivision of the State of South Carolina (hereinafter referred to as City).

WHEREAS, the Landowners have requested that the roadside ditch along the Property be piped by the City; and,

WHEREAS, pursuant to Section 36-32(d) of the Mauldin City Code of Ordinances, "the City may provide labor, equipment and cover material to pipe roadside ditches on city roads, provided that the affected property owner provides all necessary pipe, and catch basin materials on the site, but if piping a roadside ditch on a city road or bridge will materially benefit the road or bridge, the city council may approve provision of the necessary materials at the city's expense"; and,

WHEREAS, the City issued a letter to the Landowners on December 9, 2021, attached hereto as a reference, identifying a cost of \$9,253.00 (Nine Thousand Two Hundred and Fifty-Three and 00/100ths Dollars) to provide the necessary pipe and catch basin materials on the site, and for piping the roadside ditch identified in the December 9, 2021 letter as Table 1- 122 Sunset Drive Whole Ditch Piping; and,

WHEREAS, the Landowners have agreed to pay the City for the cost in the amount of \$9,253.00 for "Whole Ditch Piping."

NOW, THEREFORE, for and in consideration of the payment of Nine Thousand Two Hundred and Fifty-Three and 00/100ths Dollars) from the Landowners to the City, the City and Landowner hereby agree as follows:

1. City Responsibilities:

The City will provide labor, equipment, and cover material to pipe the roadside ditches on Sunset Drive and Pinecrest Drive consistent with the terms of the December 9, 2021 letter attached hereto.

2. Landowner Responsibilities:

The Landowners agree to pay the City \$9,253.00 for the necessary pipe and catch basin materials on the site, and for piping the roadside ditch as identified in the December 9, 2021 letter as Table 1 – 122 Sunset Drive Whole Ditch Piping.

Furthermore, the Landowners agree to hold harmless and indemnify the City pursuant to the Hold Harmless and Indemnification agreement attached hereto, the terms of which are incorporated herein as if set forth verbatim.

(Signatures contained on the next page)

IN WITNESS our hand and seal this _____ day of _____, 20____.

WITNESSES:

Witness 1

Witness 2

LANDOWNERS:

(Printed Name)

(Signature)

(Printed Name)

(Signature)

Mailing Address: _____
Phone Number: _____

WITNESSES:

CITY OF MAULDIN

BY:

Witness 1

Terry Merritt

ITS: Mayor

Witness 2

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE) ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____, (Landowners' name).

Notary Public for South Carolina
My Commission Expires: _____

(Notary's Printed Name)

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE) ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 20____

by Terry Merritt, Mayor for the City of Mauldin.

Notary Public for South Carolina
My Commission Expires: _____

(Notary's Printed Name)

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

WHEREAS, _____ (Owners) desire to, have approximately 440-linear feet of 12-inch storm water pipe and all associated appurtenances installed in the roadside ditch from the City of Mauldin and more particularly described as 122 Sunset Drive, Mauldin South Carolina (address).

NOW THEREFORE _____, agree to Indemnify and Hold harmless the City of Mauldin, its agents and employees from and against any and all claims, damages, losses or expenses, including attorney's fees arising out of the installation of stormwater pipe and associated excavation in which bodily injury, illness, death or property damage is sustained by anyone whether by permission or otherwise. IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 2022.

Signature of Participant

Date

Signature of Participant

Date

Phone Number

Witness

Date

Matthew Fleahman

From: Cindy Ward <cdward020@gmail.com>
Sent: Wednesday, January 26, 2022 10:01 AM
To: Matthew Fleahman
Subject: Re: City of Mauldin Ditch Work
Attachments: image001.png

Matthew,

We want to proceed with the project. Please advise if the pricing has changed along with next steps to sign the agreement and payment.

Thank you,

Cindy Ward
303-912-7499

On Wed, Dec 22, 2021, 8:38 AM Matthew Fleahman <MFleahman@mauldincitysc.com> wrote:

Cindy,

- The OD of 12 inch pipe is approximately 14.5 inches. It may slide through the 15-inch driveway pipe if there is no deflection of the existing pipe. We would not know until we try.
- At the Corner, a catch basin is required because you will have the intersection of the pipe under the roadway and the pipes installed in the ditches. Due to the depth, PW will construct the basin by laying brick and pouring a concrete bottom (we will absorb these costs), the cost of the basin lid will be on the property owner.
- Final grade can be whatever you decide. We will be trucking in dirt and can put as much or as little as you want.
- The catch basin (mentioned above) will be at the corner of the property and will rest entirely within the City's Right-of-Way.

Kind Regards,

Matthew

Matthew D. Fleahman

Director

Public Works Dept.

City of Mauldin

700 East Standing Springs Road

Simpsonville, SC 29680

P.O. Box 249

Mauldin, SC 29662

(864) 289-8904

MFleahman@mauldincitysc.com

www.cityofmauldin.org



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From: Cindy Ward <cdward020@gmail.com>

Sent: Tuesday, December 21, 2021 4:40 PM

To: Matthew Fleahman <MFleahman@mauldincitysc.com>

Cc: Gary Dean <gdean@mauldincitysc.com>; Holly Abercrombie <habercrombie@mauldincitysc.com>

Subject: Re: City of Mauldin Ditch Work

Matt,

Thank you for the information. It was more than we were hoping, but we are still interested in pursuing.

What is the o.d. of the 12" pipe? Can it slide through the current concrete culvert to minimize the number of reducers required?

On our costs, 1 item states 4x4x2 basin and lid. What is the basin?

Please confirm that the dirt level along Sunset Drive can have a slightly raised berm to prevent water from flowing into our yard from the street.

Will the catch basin be entirely on city property or encroach onto our property?

Hope you have a great holiday.

Thank you,

Cindy Ward

On Thu, Dec 9, 2021, 9:56 AM Matthew Fleahman <MFleahman@mauldincitysc.com> wrote:

Cindy,

Attached you will find a response to the ditch work request from December 3, 2021. If you have any questions, please feel free to contact me.

Kind Regards,

Matthew

Matthew D. Fleahman

Director

Public Works Dept.

City of Mauldin

700 East Standing Springs Road

Simpsonville, SC 29680

P.O. Box 249

Mauldin, SC 29662

(864) 289-8904

MFleahman@mauldincitysc.com

www.cityofmauldin.org

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December 9, 2021

Cindy Ward
122 Sunset Drive
Mauldin, South Carolina 29662

RE: Quote to pipe roadside ditch

Cindy,

The Public Works Department received a request on December 3, 2021 to determine the costs associated with piping the roadside ditch at 122 Sunset Drive. In accordance with the City of Mauldin's Stormwater Policy (<https://cityofmauldin.org/wp-content/uploads/2020/12/Storm-Water-Policy.pdf>), "The City may provide labor, equipment, and cover material to pipe roadside ditches on city roads, provided that the affected property owner provides all necessary pipe, and catch basin materials on the site..." City staff visited the site on December 6, 2021 to determine an initial design and to take measurements. Material quotes were solicited from City approved vendors and a total cost estimate was generated. Attached you will find the material costs from the lowest priced vendor as well as a summary table of all required materials (Table 1).

During the initial request on December 3, 2021, you had indicated that you would also like to see a cost estimate for only half of the property. Attached you will also find a summary table for costs associated with piping the ditch on Sunset Drive (Table 2). It is important to note that in either scenario, a catch basin will be required at the intersection of Sunset Drive and Pinecrest Drive. This required is essential due the preexisting stormwater pipe that terminates at the intersection of Sunset Drive and Pinecrest Drive on the southwest corner of your property. The cost of the lid is included in both quotes; however, the cost of the basin will be paid for by the City of Mauldin.

If you decide to move forward in the process the City will required that you pay for the materials in full and executed a hold harmless agreement with the City. If you have any questions please feel free to contact me.

Sincerely,

Matthew Fleahman

Matthew Fleahman
Director of Public Works

Table 1
122 Sunset Drive Whole Ditch Piping
6-Dec-21

Material	Amount	Cost	Total Cost
12-inch HDPE	440 feet	\$15.83	\$6,965.20
12x12 Marmac Coupling	2	\$62.50	\$125.00
12x15 Marmac Coupling	3	\$66.35	\$199.05
4x4x2 basin and lid	1	\$285.00	\$285.00
stone	4 tons	\$60.00	\$240.00
15x12 Reducer	3	\$305.00	\$915.00
		Sum:	\$8,729.25

tax:	\$523.76
Total Cost:	\$9,253.01

Table 2
122 Sunset Drive Ditch Piping
6-Dec-21

Material	Amount	Cost	Total Cost
12-inch HDPE	220	\$15.83	\$3,482.60
12x12 Marmac Coupling	1	\$62.50	\$62.50
12x15 Marmac Coupling	2	\$66.35	\$132.70
4x4x2 basin and lid	1	\$285.00	\$285.00
stone	2 tons	\$60.00	\$120.00
15x12 Reducer	2	\$305.00	\$610.00
		Sum:	\$4,692.80

tax:	\$281.57
Total Cost:	\$4,974.37

QUOTE



a **MORSCO** brand

Due to the continued cost and supply challenges in the DUCTILE IRON PIPE, PVC and HDPE markets, the pricing of these products will be based solely on the availability at the time of shipment. Also, given the volatility in these markets we will not be responsible for product availability and shipment delays, as they are out of our control. Bid prices should be considered an estimate, materials will only be priced at time of shipment until the current supply chain challenges are resolved. These terms are in lieu of our standard terms.

We appreciate your partnership.

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
208939	FORTILINE GREENVILLE	6144085	12/06/21	1

CUSTOMER	PROJECT INFORMATION
CITY OF MAULDIN PO BOX 249 MAULDIN, SC 29662	STORMWATER MATERIAL QUOTE

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date. After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.¹

After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By SDM 12/07/21 12:32:03

PUBLIC WORKS COMMITTEE

AGENDA ITEM SUMMARY

MEETING DATE: February 7, 2022

AGENDA ITEM: 6b

TO: Public Works Committee
FROM: City Administrator Brandon Madden
SUBJECT: Intergovernmental Agreement with MetroConnects

REQUEST

Approval of an intergovernmental agreement with MetroConnects regarding sewer service and annexation.

HISTORY/BACKGROUND

Periodically, the City annexes property into its jurisdictional boundaries that in some instances are developed for commercial, residential, and industrial projects. In some instances, the annexed properties are in the sewer service area of MetroConnects. Thus, the determination of the sewer provider (City of Mauldin or MetroConnects) for the developments is warranted.

ANALYSIS or STAFF FINDINGS

The attached intergovernmental agreement details the process by which the sewer service provider is determined when property is annexed into the City.

FISCAL IMPACT

This fiscal impact can be measured in terms of potential revenue loss and/or gain as a result of the City serving or not serving as the sewer service provider when property is annexed into the City.

RECOMMENDATION

Staff recommends approval of the intergovernmental agreement.

ATTACHMENTS

Intergovernmental agreement

**INTERGOVERNMENTAL AGREEMENT
REGARDING SEWER SERVICE AND ANNEXATION**

THIS INTERGOVERNMENTAL AGREEMENT REGARDING SEWER SERVICE AND ANNEXATION (the “Annexation Agreement”) is made and entered into as of this ____ day of _____, 2022 (the “Effective Date”) by and between **THE CITY OF MAULDIN, SOUTH CAROLINA**, a municipal corporation existing under the laws of the State of South Carolina (the “City”) and **METROPOLITAN SEWER SUBDISTRICT**, a special purpose district, organized and existing under the laws of the State of South Carolina (“Metropolitan”).

RECITALS:

A. Metropolitan owns the Metropolitan System (as defined below) providing sanitary sewer collection service within the Metropolitan Boundaries (as defined below), as established pursuant to Act No. 687 of 1969, as amended, as subsequently adjusted pursuant to South Carolina law (the “Enabling Act”). In connection with its operations, Metropolitan issued its Sewer System Revenue Bond, Series 2019 (the “2019 Bond”), dated December 17, 2019, that is guaranteed by the United States Department of Agriculture, Rural Development and secured by a pledge of and lien upon the revenues of the System. In connection with the 2019 Bond, Metropolitan is subject to the rights and protections under 7 U.S.C. § 1926(b), which prevent any curtailment of the Metropolitan service territory due to annexation.

B. The City has periodically annexed certain properties within the Metropolitan Boundaries to which Metropolitan is authorized to provide Metropolitan Services under the Enabling Legislation. The City and Metropolitan have not previously entered into a plan pursuant to Sections 5-3-310 through 5-3-315 of the Code of Laws of South Carolina 1976, as amended (the “Annexation Statutes”), which is required in order for the City to displace Metropolitan as the sanitary sewer collection service provider within the Metropolitan Boundaries and remove such properties from the Metropolitan Boundaries.

C. Recognizing Metropolitan’s rights and protections under 7 U.S.C. § 1926(b), Metropolitan and the City desire to enter into this Annexation Agreement to establish a clear understanding regarding the provision of sanitary sewer collection services to properties within the Metropolitan Boundaries that are annexed into the corporate limits of the City. Metropolitan and the City further desire that this Annexation Agreement serve as an annexation plan pursuant to the Annexation Statutes, pursuant to which the City and Metropolitan may provide sanitary sewer collection services with respect to certain properties within the Metropolitan Boundaries.

NOW, THEREFORE, and in consideration of the premises set forth in the recitals above, and the mutual covenants and obligations contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and Metropolitan agree as follows:

1. Definitions. In addition to any words and terms elsewhere defined in this Annexation Agreement, the following words and terms as used in this Annexation Agreement shall have the following meanings unless some other meaning is plainly intended:

“City Limits” means the corporate boundaries of the City, as they may be expanded through annexation or otherwise over time.

“City System” means the system of Sanitary Sewer Collection Lines and appurtenances connected thereto that are owned and operated by the City, which shall include those Sanitary Sewer Collection Lines and appurtenances existing as of the Effective Date of this Annexation Agreement and those installed, constructed, modified, improved, or replaced thereafter.

“Metropolitan Boundaries” means the area in which Metropolitan is authorized to provide the Metropolitan Services pursuant to the Enabling Legislation, as such area may have been modified or may be further modified from time to time in accordance with South Carolina law.

“Metropolitan Customer” means any Greenville County property that receives Sewer Service from Metropolitan or is located within the current, future or former boundaries of Metropolitan.

“Metropolitan Policies” means those policies, procedures, practices, standards, capacity requirements, permitting procedures, regulations, and other requirements for connection to the Metropolitan System or the provision of Metropolitan Service, as adopted by Metropolitan and as they may be supplemented or amended from time to time.

“Metropolitan Service” means the collection of sewage and the transmission by and through the Metropolitan System to the ReWa System.

“Metropolitan System” means the system of Sanitary Sewer Collection Lines and appurtenances connected thereto that are owned and operated by Metropolitan, which shall include those Sanitary Sewer Collection Lines and appurtenances existing as of the Effective Date of this Annexation Agreement and those installed, constructed, modified, improved, or replaced thereafter.

“Metropolitan User Charge” means, as for each Metropolitan Customer, a monthly fixed service charge and volumetric flow charge based on water consumption in the amount equal to the charge that would be applicable to such Metropolitan Customer based upon the schedule of Metropolitan User Charges established by Metropolitan from time to time.

“ReWa System” means the system of Sanitary Sewer Collection Trunk Lines and appurtenances thereto that are owned and operated by Renewable Water Resources, or any successor entity.

“Sanitary Sewer Collection Line” means any lateral or collection line used for the purposes of collecting and transmitting sanitary sewage.

“Sewer Service” means the collection of sewage and the transmission by and through the Metropolitan System or the City System, as applicable, to the ReWa System.

2. Determination of Sewer Service Provider. When the City determines that a property will be annexed into the City and that property is currently within the Metropolitan Boundaries, the City shall provide Metropolitan with written notice immediately after the property is annexed along with a copy of the annexation ordinance. Metropolitan and the City shall thereafter determine which entity shall provide Sewer Service to the subject property, which determination shall be made based upon the following factors: (i) if customers located on the subject property are then currently provided with Sewer Service by the City, the City shall continue to be the Sewer Service provider; (ii) if customers located on the subject property are then currently provided with Sewer Service by Metropolitan, Metropolitan shall continue to be the Sewer Service provider; (iii) if the subject property is then unserved by the City or Metropolitan and, through the application of best engineering practices and the lowest cost to connect such property to Sanitary Sewer Collection Lines, the Sanitary Sewer Collection Line serving the subject property would connect directly to the City System, the City may elect to provide Sewer Service to the subject property; and (iv) in all other instances Metropolitan may elect to provide Sewer Service to the subject property pursuant to the Metropolitan Policies. If either the City or Metropolitan declines in writing to provide Sewer Service to any property pursuant to clauses (iii) or (iv) of the preceding sentence, respectively, the other party may elect to provide Sewer Service to such property. In no case shall any provision of this Annexation Agreement be construed as creating an obligation of either party to provide Sewer Service to any property or customer.

3. Standards for New Connections and Development within Annexed Areas. The City hereby acknowledges and agrees that all new connections and development for property annexed into the City that will receive Sewer Service from Metropolitan shall be subject to the then current Metropolitan Policies. In connection therewith, City shall not issue any sewer connection permits for property that will connect to the Metropolitan System. The City will adopt appropriate procedures to prevent the issuance of any such sewer connection permits.

4. Default and Dispute Resolution. In the event either party determines the other party has failed to comply with the terms and conditions of this Annexation Agreement, such party shall provide written notice on non-compliance to the other party providing with reasonable specificity the facts which show non-compliance. The party on notice shall have thirty (30) days within which to (i) identify, in writing, the course of action it shall take to come into compliance and the time period within which such course of action shall be executed, or (ii) refute with reasonable specificity the noticing party’s statement on non-compliance. The noticing party shall then have thirty (30) days within which to accept the response or to engage the party on notice in negotiation. By mutual written consent the parties may extend the time period for negotiation or consideration of such matter. The resolution of any such matter in dispute shall be memorialized in writing by the parties. In the event that the parties are not able, pursuant to this Section 4, to arrive at a mutually agreeable resolution to any matter in dispute within time provided for therein, or any mutually agreed upon extension thereof, either party may invoke this provision of

mandatory mediation by delivering written notice to that effect to the other party by certified mail or hand delivery supported by affidavit of the delivering person. The parties shall mutually agree upon a mediator or, in the event the parties are unable to mutually agree upon a mediator, request the Administrative Judge for the Court of Common Pleas of Greenville County to make such a selection. The mediator shall convene a mediation session within fifteen days of the selection, or as soon thereafter as the mediator determines to be feasible and without undue delay. Any agreed upon resolution or method of compliance shall be reduced to writing and signed by the authorized officer of each party. Each party will pay one-half of the mediator's fee. In the event that the parties are unable to reach a mutually agreeable resolution through mediation, either party may seek any remedy available to such party, in law or equity, by filing an action in the Court of Common Pleas of Greenville County.

5. Service Calls. In the event that the City receives any service call related to a Metropolitan Customer or any portion of the Metropolitan System, the City shall immediately refer the caller to Metropolitan. Metropolitan shall respond to such call in the normal course of business. In the event that the Metropolitan System receives any service call related to a City customer or any portion of the City, the Metropolitan system shall immediately refer the caller to the City. The City shall respond to such call in the normal course of business.

6. Good Operating Condition of Sanitary Sewer Collection Lines. Metropolitan agrees to maintain the portions of the Metropolitan System located within the City Limits in good operating condition in accordance with engineering standards generally used within the sewer utility industry and in compliance with all appropriate regulatory agencies, including but not limited to, SCDHEC and the United States Environmental Protection Agency.

7. Recitals Pursuant to the Annexation Statutes.

(a) The provisions of this Annexation Agreement do not require the divestment by the City or Metropolitan of any asset, including any portion of the City System or the Metropolitan System, respectively.

(b) The parties acknowledge and agree that Metropolitan will not experience any loss of the revenues of the Metropolitan System by virtue of the City providing Sewer Service to the City Parcels, and therefore no payments are required pursuant to Section 5-3-312(3) of the Annexation Statutes. The parties further acknowledge and agree that Metropolitan will not experience any loss of the revenues of the Metropolitan System through the application of the factors set forth at Section 2 of this Annexation Agreement to determine the Sewer Service provider of any property to be annexed by the City, and therefore the parties do not anticipate that any payments pursuant to Section 5-3-312 of the Annexation Statutes will be required going forward.

(c) This Annexation Agreement does not contemplate the disconnection or reintegration of any portion of the Metropolitan System, therefore, the City has no responsibility pursuant to Section 5-3-312(4) of the Annexation Statutes to bear the cost of any such disconnection or reintegration.

(d) Metropolitan hereby represents that the provisions of this Annexation Agreement do not impair the rights of its bondholders; do not impair the statutory liens of bondholders on the Metropolitan System pursuant to Section 6-21-300 of the Code of Laws of South Carolina 1976, as amended; will not cause the acceleration of the requirement to repay any of its bonded indebtedness; and will not violate the conditions of any of its grants.

(e) The City hereby represents that the provisions of this Annexation Agreement do not impair the rights of its bondholders; do not impair the statutory liens of bondholders on the City System pursuant to Section 6-21-300 of the Code of Laws of South Carolina 1976, as amended; will not cause the acceleration of the requirement to repay any of its bonded indebtedness; and will not violate the conditions of any of its grants.

(f) The parties acknowledge and agree that the provisions of this Annexation Agreement will not require that the residents in the annexed area be taxed or assessed by both the City and Metropolitan for the provision of Sewer Service.

8. Term. The term of this Annexation Agreement shall commence as of the Effective Date and shall expire upon the date of the maturity, or redemption prior to maturity, of the Series 2019 Bond.

9. Authorization. Each of the parties hereto hereby represents and warrants that all appropriate action has been taken by their respective governing bodies to authorize the execution of and the performance of the obligations set forth in this Annexation Agreement and that the persons executing this Annexation Agreement on behalf of each party has been duly authorized to do so.

10. Third-Party Beneficiaries. This Annexation Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the parties and their respective successors and assigns. There shall be no third-party beneficiaries of this Annexation Agreement.

11. Entire Agreement and Modification. This Annexation Agreement constitutes the entire agreement between the parties. All prior representations and discussions have been merged into this document and no provision shall survive the execution of the Annexation Agreement unless it is contained herein. This Annexation Agreement may not be amended except in a writing with a document signed by both parties and with a formality of execution the same as this Annexation Agreement.

12. Severability. In the event any provision of this Annexation Agreement, or the actions taken to adopt this Annexation Agreement, are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13. Counterparts. This Annexation Agreement may be signed in counterparts by any one or more of the parties or signatories hereto, and each such counterpart shall be deemed an original and part of a single instrument for all purposes.

IN WITNESS WHEREOF, Metropolitan Sewer Subdistrict has caused this Annexation Agreement to be signed in its name by its duly authorized officers as of the date first hereinabove written.

**METROPOLITAN SEWER
SUBDISTRICT d/b/a
METROCONNECTS**

By: _____
Chairman, Board of Commissioners

ATTEST:

Secretary, Board of Commissioners

IN WITNESS WHEREOF, the City of Mauldin has caused this Annexation Agreement to be signed in its name by its duly authorized officers as of the date first hereinabove written.

**CITY OF MAULDIN, SOUTH
CAROLINA**

By: _____
Mayor

ATTEST:

By: _____
Clerk to City Council

107801607

PUBLIC WORKS COMMITTEE

AGENDA ITEM

MEETING DATE: February 7, 2022
AGENDA ITEM: 6c

TO: Public Works Committee
FROM: Public Works Director, Matthew Fleahman
SUBJECT: Amendment to the Solid Waste Ordinance

REQUEST

To request that the Public Works Committee and City Council adopt a revision to the Solid Waste Ordinance which requires contractors to haul off leaves from contracted landscaping jobs.

HISTORY/BACKGROUND

The City of Mauldin Public Works Department as part of its service portfolio picks up leaves, yard trimmings, and grass clippings (if bagged) around the City on a four week cycle. Section 34-9(b) of the Solid Waste Ordinance mandates that contractor work for trees, "...shall be disposed by the contractor." No provision for contractor work on grass or leaves is included in the Solid Waste Ordinance. A copy of this section of the Ordinance is attached. During the January 2022 Council meeting, this Agenda Item was remitted back to Committee for further consideration.

ANALYSIS or STAFF FINDINGS

During leaf season, the Public Works Department collects and disposes of a significant amount of leaves in a very compressed period of time. The volume of leaves slated for collection and disposal overwhelms the Department, and during November/December the Department falls behind and is unable to adhere to the collection schedule. The Department has staff work over during the week and over the weekends collect leaves City-wide.

There are several neighborhoods where the leaves to be collected are gathered and deposited roadside by contractors. Public Works spends the bulk of its efforts in these neighborhoods and tends to neglect other areas of the City. If the Solid Waste Ordinance was amended so that leaves were addressed in the same manner as yard trimmings, Public Works could more closely follow its pick-up schedule. It is also likely that the total cost of disposal would go down, as the volume to be disposed of would be reduced.

TIMELINE

If approved, the Public Works Department would generate educational door hangers to be distributed. The Ordinance would likely not affect operations until the following leaf season.

RECOMMENDATION

It is recommended that the Section 34-9(c) of the Solid Waste Ordinance be revised to indicated that contractor collected leaves shall be hauled off by the contractor.

ORDINANCE NUMBER ____-2022
**AN ORDINANCE TO AMEND ARTICLE I OF CHAPTER 34 (SOLID
WASTE MANAGEMENT) OF THE CITY OF MAULDIN CODE OF
ORDINANCES**

WHEREAS, the Mauldin City Council reviews its City Ordinances at various times to make necessary improvements and/or changes; and,

WHEREAS, Mauldin City Council wishes to amend Chapter 34, Article I of the City of Mauldin Code of Ordinances to improve enforcement of the City's Solid Waste Management Program.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Mauldin that Section 34-9 be amended as follows:

Sec. 34-9. Collection of tree limbs, cuttings, shrubbery and leaves.

- (a) Tree limbs, cuttings, shrubbery, etc., will be collected by the city as soon as practical; provided, however, that such limbs, cuttings, shrubbery, etc., are no longer than six feet and no more than six inches in diameter and placed on the front of the owner's or tenant's property nearest the street or public alley on the city street right-of-way adjacent to the property line. The amount collected shall be not more than four cubic yards per pickup. The city reserves the right to charge an additional fee for excessive amounts. An excessive amount is defined as more than four cubic yards of yard waste per pickup. Should the city decide to implement this fee, it shall be based on, but not limited to, twice the actual costs of the current landfill rate for disposal of such yard wastes.
- (b) Rubbish, leaves, grass clippings or any other yard debris, Trees pruned collected or produced by a contractor on behalf of an owner or occupier of property or taken down by the contractor shall be disposed of by the contractor.
- (c) Grass clippings and leaves will be separated from yard rubbish and other refuse. It shall be free of rocks and other extraneous material. Grass clippings will not be picked up unless they are placed in a disposable plastic bag. The plastic bag shall be tied, closed and placed on the city street right-of-way adjacent to the property.
- (d) No leaves, grass clippings, tree limbs, or debris shall be placed within six feet of any storm drainage appurtenance or catch basin.
- (e) The city administrator may relax or omit any provision(s) of this code section with the exception of size and placement location, in order to provide the highest level of collection possible in response to a storm or similar event to section 34-9 of our city Code.

(Code 1994, § 19-14; Ord. No. 487, 10-26-1998; Ord. No. 581, § 1(19-14), 6-16-2003; Ord. No. 618, 1-23-2006; Ord. No. 680, 6-16-2008; Ord. No. 759, 12-16-2013; Ord. of 3-19-2018, § 1)

Cross reference(s)—Vegetation, ch. 42.

This ordinance shall be effective immediately upon second reading approval hereof.

CITY OF MAULDIN, SOUTH CAROLINA

Terry Merritt, Mayor

ATTEST:

Cindy Miller, Municipal Clerk

Introduced by:

First Reading:

Second and
Final Reading:

Approved as to Form:

City Attorney

PUBLIC WORKS COMMITTEE

AGENDA ITEM

MEETING DATE: February 7, 2022
AGENDA ITEM: 6d

TO: Public Works Committee
FROM: Public Works Director Matthew Fleahman
SUBJECT: Public Works Facility Upgrade

REQUEST

Authorization is requested to allocate capital funding to cover the expense of modifying the bay doors at the fleet garage.

HISTORY/BACKGROUND

In 2021 the City relocated its Fleets Division to the new Public Works facility on East Standing Springs road. The new fleet area consists of two drive thru bays to service all City owned vehicles to include fire trucks, police cars, and Public Works vehicles. It has been noted that while most large trucks can be serviced within the drive thru bays, several fire trucks cannot fit vertically through the bay door.

ANALYSIS or STAFF FINDINGS

The City sent out a request to vendors to modify the drive through bay to accommodate the large trucks. The work includes replacing both roll up doors and increasing the vertical opening by one foot. In accordance with the purchasing policy, requests from three vendors will be necessary because the cost will exceed 5,000 dollars.

FINANCIAL IMPACT

The cost associated with modification will not exceed \$15,000. Funds are available in the Capital Projects Fund.

RECOMMENDATION

Staff recommends the Public Works Committee and the City Council approve the allocation of 15,000 dollars from the Capital budget to cover renovations to the fleet area of the Public Works facility.