



CITY COUNCIL MEETING

MONDAY, AUGUST 21, 2023 | 7:00 PM

**City Council will meet in the Mauldin City Hall Council
Chambers, 5 East Butler Road**

Please note that members of the public are encouraged to participate 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

**CITY OF MAULDIN
COUNCIL MEETING AGENDA
AUGUST 21, 2023
CITY HALL COUNCIL CHAMBERS, 5 E. BUTLER ROAD**

- | | |
|---|--------------------|
| 1. Call to Order | Mayor Merritt |
| a. Welcome | |
| b. Invocation | |
| c. Pledge of Allegiance | |
| 2. Proclamations and Presentations | Mayor Merritt |
| a. Retirement Presentations- | |
| James "Marty" Rice | |
| Captain Kara Boyd | |
| b. MHS Wrestling Proclamations- | |
| Peyton Fisher | |
| Bianca Connell | |
| 3. Reading and Approval of Minutes | Mayor Merritt |
| a. City Council Meeting- July 17, 2023 [Pages 9-13] | |
| 4. Public Comment | Mayor Merritt |
| 5. Report from City Administrator | City Administrator |
| 6. Report from Standing Committees | |
| a. Finance and Policy (Chairperson Reynolds) | |
| b. Public Safety (Chairperson King) | |
| c. Public Works (Chairperson Kraeling) | |
| d. Economic Planning & Development (Chairperson Matney) | |
| e. Building Codes (Chairperson Kuzniar) | |
| f. Recreation (Chairperson Allgood) | |
| 7. Unfinished Business- | Mayor Merritt |
| Ordinances- 2nd Reading | |
| a. Ordinance 1020- Business License Incentive Program | Chairman Matney |
| Ordinance Change [Pages 14-18] | |
| b. Ordinance 1021- An ordinance to provide for the annexation | Chairwoman Kuzniar |
| of property owned by Charles Michael Hendrix, and located at | |
| 2114 and 2118 Standing Springs Road (tax map parcels: | |
| 0583.02-01-009.02 and 0583.02-01-009.03 by one hundred | |

percent petition method; and to establish a zoning classification of R-10, Residential, for said property [Pages 19-21]

8. New Business

Mayor Merritt

Ordinances – 1st Reading

- a. An ordinance to rezone property consisting of approximately 6 acres located at Ashmore Bridge Road and Fork Shoals Road (portions of tax map parcel #0411.00-01-001.00 and all of lots 678 thru 694 of Arden Woods Phase 6) and providing an effective date [Pages 22-28] Chairwoman Kuzniar

Standing Committee Items

- b. MASC Grant Match for City Center Village Master Plan [Pages 29-30] Chairman Matney
- c. SRO Memorandum of Understanding with Greenville County [Pages 31-38] Chairwoman King
- d. Stormwater Intergovernmental Agreement [Pages 39-49] Chairman Kuzniar
- e. Jenkins Streetscaping Funding Appropriation [Pages 50-51] Chairman Kuzniar
- f. Sewer Rehabilitation Program- Amendment 5 with CHA [Pages 52-59] Chairman Kuzniar
- g. Keller Williams Real Estate Business License Late Fee [Pages 60-63] Chairman Reynolds
- h. Senior Center and Sports Center Copier Contract [Pages 64-68] Chairman Reynolds
- i. FY 23 Surplus Projection Plan Chairman Reynolds

Committee of the Whole

- j. (Amendment to) a Resolution Authorizing the Mayor and City Council to execute an American Rescue Plan Act (ARPA) Stormwater Infrastructure Program Subrecipient Agreement between the City of Mauldin and the South Carolina Office of Resilience to fund a Stormwater Infrastructure Improvement Project that will mitigate the impact of future disasters. [Pages 69-71]

9. Public Comment

Mayor Merritt

10. Council Concerns

Mayor Merritt

11. Adjournment

Mayor Merritt

PROCLAMATION

WHEREAS, Marty Rice, retired on July 14, 2023, after 30 years of service to the Citizens and City of Mauldin; and

WHEREAS, Mr. Rice graduated from Laurens District 55 High School, attended Greenville Technical College and completed The South Carolina Fire Academy along with numerous trainings to become a Fire Marshal, EMT, and Interior Structural Firefighter; and

WHEREAS, Mr. Rice has served with distinction the City of Mauldin and Citizens of Mauldin as the Deputy Fire Marshall for more than 7 years after previously serving as an Firefighter/EMT; and

WHEREAS, Mr. Rice was responsible for overseeing the daily operations of the City's fire inspection, fire safety reviews, and fire regulatory responsibility for 7 Years, having significantly assisted in the City's rapid expansion; and

WHEREAS, Mr. Rice dedicated his life to his profession and the protection of the City's citizens and businesses; and

WHEREAS, Mr. Rice has served as an example of devotion and loyalty for others to follow.

NOW THEREFORE, I, Terry Merritt, Mayor of the City of Mauldin, South Carolina, joined by the City Council of the City of Mauldin, do hereby recognize and congratulate Marty Rice on his retirement and thank him for his dedicated and outstanding service to our community.

IN WITNESS THEREOF, I hereunto set my hand this 21st day of August, 2023.

Terry Merritt
Mayor

PROCLAMATION

WHEREAS, Captain Kara Boyd, will retire on September 15, 2023, after 26 years of service to the Citizens and City of Mauldin; and

WHEREAS, Captain Boyd completed The South Carolina Criminal Justice Academy along with numerous trainings and certifications that allowed her to rise through the ranks to become a Captain with the Mauldin Police Department; and

WHEREAS, Captain Boyd has served the City of Mauldin and Citizens of Mauldin as a member of the Mauldin Police department for 26 years with dedication to the service of others; and

WHEREAS, Captain Boyd was responsible for overseeing the daily operations of the City's Patrol Units for 3 Years, having significantly assisted in the Police Departments's rapid expansion and restructuring; and

WHEREAS, Captain Boyd dedicated her life to her profession and the protection of the City's citizens and business by performing her tasks with focus, precision, and dedication; and

WHEREAS, Captain Boyd has unknowingly touched the lives of countless families throughout the City of Mauldin and served as a shining example of devotion, leadership, friendship, and loyalty for others to follow.

NOW THEREFORE, I, Terry Merritt, Mayor of the City of Mauldin, South Carolina, joined by the City Council of the City of Mauldin, do hereby recognize and congratulate Kara Boyd on her retirement and thank her for her dedicated and outstanding service to our community.

IN WITNESS THEREOF, I hereunto set my hand this 21st day of August, 2023.

Terry Merritt
Mayor



PROCLAMATION

WHEREAS, Peyton Fisher is a wrestler at Mauldin High School; and

WHEREAS, Peyton Fisher had a record of 56-3 in the 195-pound weight class in high school wrestling; and

WHEREAS, the South Carolina High School League had a tournament on February 25, 2023 and Peyton Fisher won First Place and was named the Boys' Wrestling State Champion in the 195-pound weight class; and

WHEREAS, this is Mauldin High School's first boys' wrestling championship since 2003.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Terry Merritt, Mayor of the City of Mauldin, along with my fellow Councilmembers, are proud of MHS Wrestler Peyton Fisher's accomplishments and recognize him for winning the SCHSL State Championship for his weight class.

Terry Merritt, Mayor



PROCLAMATION

WHEREAS, Bianca Connell is a wrestler at Mauldin High School; and

WHEREAS, Bianca Connell wrestles in the 152-pound weight class in high school wrestling; and

WHEREAS, the South Carolina High School League held their 2023 tournament and Bianca Connell won First Place and was named the Girls' Wrestling State Champion in the 152-pound weight class; and

WHEREAS, this is Mauldin High School's first girls' ever.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Terry Merritt, Mayor of the City of Mauldin, along with my fellow Councilmembers, are proud of MHS Wrestler Bianca Connell's accomplishments and recognize her for winning the SCHSL State Championship for her weight class.

Terry Merritt, Mayor

The Indigo Point Public Hearing was convened at 7:00 p.m. by Mayor Merritt. There was no public comment. Mayor Merritt closed the hearing at 7:02 p.m.

**MINUTES
CITY OF MAULDIN
COUNCIL MEETING
JULY 17, 2023
CITY HALL COUNCIL CHAMBERS, 5 E. BUTLER ROAD**

Members present: Mayor Terry Merritt, Council members Taft Matney, Carol King, Jason Kraeling, Michael Reynolds, Frank Allgood and Diane Kuzniar.

Others present: City Administrator Seth Duncan and City Attorney John Duggan

1. Call to Order- Mayor Merritt

- a. Welcome- Mayor Merritt
- b. Invocation- Councilman Matney
- c. Pledge of Allegiance- Councilman Matney

2. Proclamations and Presentations

None

3. Reading and Approval of Minutes

- a. City Council Meeting- June 19, 2023

The minutes were approved by unanimous consent.

4. Public Comment- None

5. Report from City Administrator

Mr. Duncan reported revenues are coming in strong and FY 23 expenditures are being finished up. Total expenditures are under the budgeted amount.

There are two more Amp'd Up Fridays at the Cultural Center this summer.

The City was recognized for our CAFR again this year.

6. Report from Standing Committees

- a. Finance and Policy (Chairperson Reynolds)- None
- b. Public Safety (Chairperson King)- None
- c. Public Works (Chairperson Kraeling)- Chairman Kraeling said the new curbing being put in by Public Works looks good.
- d. Economic Planning & Development (Chairperson Matney)- None
- e. Building Codes (Chairperson Kuzniar)- Chairwoman Kuzniar reported permitting is at a

record high.

- f. Recreation (Chairperson Allgood)- Chairman Allgood reported football starts this month and the department is looking for a Senior Center Administrator.

7. Unfinished Business-

Ordinances- 2nd Reading

- a. Ordinance 1019 – Establishing a sewer pump station fee for additional parcels of the Indigo Point development and for certain properties near and adjacent to the Indigo Point development; and other matters related thereto.

Motion: Chairman Reynolds made a motion to approve the ordinance on final reading with Councilwoman King seconding.

Vote: The vote was unanimous (7-0).

8. New Business

Ordinances – 1st Reading

- a. Ordinance 1020- Business License Incentive Program
Ordinance Change. An amendment to Chapter 10, Article II, Section 53, Business License fee abatement incentive program to encourage and incentivize private capital investment of corporate and regional headquarters within the City and to authorize alternative abatement incentive programs for economic development projects.

Motion: Chairman Matney made a motion to approve the ordinance on first reading with Councilman Allgood seconding.

Motion: Councilman Matney made a motion to amend the motion as presented. This is a strike and insert, striking the definition in 5a of corporate headquarters and replacing it with “ corporate headquarters shall mean the facility or portion of the facility where corporate staff are physically employed, and where the majority of the company’s financial, personnel, legal, planning, or other headquarters related functions are handled either on a regional or national basis.” Councilman Allgood seconded the amendment.

Chairman Matney said this is the SC Department of Revenue definition of corporate headquarters and would allow us to mimic the state. Mayor Merritt said Mauldin's abatement program came about in 2014. We are only changing the definition. Councilwoman King asked if the definition should include something pertaining to South Carolina. Is it a foreign entity registered? Councilman Kraeling said this is only a definition of a headquarters. Councilwoman King said prior to the committee meeting, they were wanting to strike "two other states." Now the entire sentence is being left out. Mr. Duncan said it is just a definition of corporate headquarters. The company obviously has to be inside the City. Chairman Matney said the other piece of the change to the amendment puts the authority and responsibility of the incentives in this Council's hands.

Councilman Reynolds asked if Council should have the leeway that is outlined in this ordinance. John Duggan answered that Council has a lot of discretion with economic development.

Vote: The vote on the amended motion was unanimous (7-0).

Vote: The vote on the motion as amended was unanimous (7-0).

- b. Ordinance 1021- An ordinance to provide for the annexation of property owned by Charles Michael Hendrix, and located at 2114 and 2118 Standing Springs Road (tax map parcels: 0583.02-01-009.02 and 0583.02-01-009.03 by one hundred percent petition method; and to establish a zoning classification of R-10, Residential, for said property

Chairwoman Kuzniar mentioned the number of single-family homes has been reduced from 351 homes to 347.

Motion: Chairwoman Kuzniar made a motion to approve the ordinance on first reading with Councilman Allgood seconding.

Vote: The vote was unanimous (7-0).

Standing Committee Items

- c. Indigent Defense Contract

Motion: Chairwoman King made a motion to approve the contract for \$10,000 with Councilman Kraeling seconding.

Vote: The vote was unanimous (7-0).

d. Golden Strip Career Center SRO Grant Agreement

Motion: Chairwoman King made a motion to accept the SRO grant for the Golden Strip Career Center with Councilman Matney seconding.

Vote: The vote was unanimous (7-0).

e. Appointment to the Planning Commission

Motion: Chairwoman Kuzniar made a motion to approve the appointment of Raj Reddy to the Planning Commission with Councilman Allgood seconding.

Vote: The vote was unanimous (7-0).

f. Resolution 7-2023 Sale of Fixed Assets

Motion: Chairman Kraeling made a motion to adopt the resolution to sell City assets with Councilwoman King seconding.

Vote: The vote was unanimous (7-0).

g. GLDTC 612.01 Agreement

Motion: Chairman Kraeling made a motion to approve the GLDTC participation agreement with Councilman Allgood seconding.

Vote: The vote was unanimous (7-0).

h. Janitorial Services Contract

Motion: Chairman Kraeling made a motion to approve the Servicemaster janitorial services contract with Councilwoman King seconding.

Vote: The vote was unanimous (7-0).

9. Public Comment- None

10. Council Concerns- Mayor Merritt asked everyone to keep Rev. Waddy Talley's family in their prayers.

11. Adjournment-Mayor Merritt adjourned the meeting at 7:39 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

CITY COUNCIL

AGENDA ITEM SUMMARY

MEETING DATE: August 21, 2023

AGENDA ITEM: 7a

TO: Economic Planning & Development Committee

FROM: J.R. Charles, Community Development Director

SUBJECT: Amendment to Business License Fee Abatement Incentive Program

REQUEST

- Amend Section 10-53(a)(5) as follows:
 - Strike the existing definition of *Corporate and Regional Headquarters* and replace it with the following: “Corporate headquarters shall mean the facility or portion of a facility where corporate staff employees are physically employed and where the majority of the company's financial, personnel, legal, planning or other headquarters related functions are handled either on a regional or national basis.”
- Add the following sentence to the end of 10-53(c) as follows:
 - “Notwithstanding the preceding criteria, the Mauldin City Council may negotiate alternative incentive agreements for economic development projects.”

HISTORY/BACKGROUND

City staff provided a recommendation at the July 3, 2023 Committee Meeting to amend Chapter 10, Section 52, *Business License Fee Abatement Incentive Program*. The recommendations were to change the definition of *Corporate and Regional Headquarters* and to insert language that would codify the Mauldin City Council’s ability to create custom incentive agreements outside the prescribed methodology found within the City’s ordinance.

City Council held the first reading of the change to the ordinance at its July 17, 2023 meeting. The August 21, 2023 meeting will be the second reading of the change to the ordinance.

ANALYSIS or STAFF FINDINGS

The current ordinance restricts the ability for the City Council to negotiate with corporate entities that operate in only South Carolina plus one additional state. The source of the proposed definition of *Corporate and Regional Headquarters* is the State of South Carolina Department of Revenue. By removing the requirement that a corporate headquarters must operate in South Carolina plus two additional states, the City will have additional flexibility to negotiate with corporate headquarters prospects.

FISCAL IMPACT

There is no fiscal impact in amending the City's ordinance.

RECOMMENDATION

- Amend Section 10-53(a)(5) as follows:
 - Strike the existing definition of *Corporate and Regional Headquarters* and replace it with the following: "Corporate headquarters shall mean the facility or portion of a facility where corporate staff employees are physically employed and where the majority of the company's financial, personnel, legal, planning or other headquarters related functions are handled either on a regional or national basis."
- Add the following sentence to the end of 10-53(c) as follows:
 - "Notwithstanding the preceding criteria, the Mauldin City Council may negotiate alternative incentive agreements for economic development projects."

ATTACHMENTS

- Ordinance that amends the Business License Fee Abatement Incentive Program

CITY OF MAULDIN

ORDINANCE # _____

AN AMENDMENT TO CHAPTER 10, ARTICLE II, SECTION 53, *BUSINESS LICENSE FEE ABATEMENT INCENTIVE PROGRAM* TO ENCOURAGE AND INCENTIVIZE PRIVATE CAPITAL INVESTMENT OF CORPORATE AND REGIONAL HEADQUARTERS WITHIN THE CITY AND TO AUTHORIZE ALTERNATIVE ABATEMENT INCENTIVE PROGRAMS FOR ECONOMIC DEVELOPMENT PROJECTS.

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

WHEREAS, the Mauldin City Council seeks to continue providing opportunities for the location and relocation of corporate and regional headquarters within the City by encouraging private capital investment; and

WHEREAS, the Mauldin City Council recognizes that with these opportunities the City is able to attract and retain well-paying jobs that contribute to the economic health and stability of the City;

WHEREAS, the Mauldin City Council desires to create additional tools to further its economic development strategy that will attract emerging and growing businesses to the City and;

WHEREAS, the Mauldin City Council finds that it is necessary to amend Section 10-53 of the City ordinances to effectively promote the goals of the Ordinance, as established above; and,

NOW THEREFORE BE IT ORDAINED by the Mayor and City Council of the City of Mauldin, South Carolina, in council assembled and by the authority thereof that he Mauldin Municipal Code Chapter 10, Article II, Section 53 be amended as follows:

Section 1 Amendment. Amend Section 53(a)(5), as follows (language that is struck through is language proposed to be deleted, underlined language is language proposed to be added, language is not struck through or underlined is not to be changed, and *** represents sections of the Ordinance that have been skipped and remain unchanged):

Sec. 10-53. – Business license fee abatement incentive program.

(a) *Definitions.*

(5) ~~Corporate and regional headquarters shall mean the national or regional operations of a corporation, real estate investment trust, general or limited partnership, or comparable business entity, provided the business operations has offices, production facilities, shipping locations, wholesale facilities or retail outlets in other states. A majority (more than 50 percent) of the management, legal, planning, marketing and personnel operations must be handled or supervised from the corporate headquarters. The headquarters must have responsibility for an area including South Carolina and two other states.~~

Corporate headquarters shall mean the facility or portion of a facility where corporate staff employees are physically employed and where the majority of the company's financial, personnel, legal, planning or other headquarters related functions are handled either on a regional or national basis.

Section 2 Amendment. Amend Section 53(c), as follows (language that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language is not struck through or underlined is not to be changed, and *** represents sections of the Ordinance that have been skipped and remain unchanged):

Sec. 10-53. – Business license fee abatement incentive program.

(a) *Definitions.*

(b) *Eligibility criteria.*

(c) *Abatement.* Businesses which qualify as outlined above and that will be in operation for a period of six months or more during the calendar year shall have their business license fee abated in accordance with “abatement option 1” below. Businesses which qualify as outlined above and that will be in operation for a period of less than six months during the calendar year may have their business license fee abated in accordance with either “abatement option 1” or “abatement option 2” below. Notwithstanding the preceding criteria, the Mauldin City Council may negotiate alternative incentive agreements for economic development projects.

(1) *Abatement option 1.*

- a. One hundred percent for the first taxable year of operation;
- b. Sixty-six percent for the second taxable year of operation; and
- c. Thirty-three percent for the third taxable year of operation.

(2) *Abatement option 2.*

- a. One hundred percent for the second taxable year of operation;

- b. Sixty-six percent for the third taxable year of operation; and
- c. Fifty percent for the fourth taxable year of operation.

Section 3. This ordinance shall become effective upon and after its final passage.

Passed on First Reading: _____

Passed on Second Reading: _____

CITY OF MAULDIN, SOUTH CAROLINA

BY: _____
Terry Merritt, Mayor

ATTEST:

Cindy Miller, Municipal Clerk

APPROVED AS TO FORM:

Daniel Hughes, City Attorney

CITY COUNCIL AGENDA ITEM

MEETING DATE: August 21, 2023
AGENDA ITEM: 7b
TYPE OF ITEM: Request to Delay 2nd Reading

TO: City Council
FROM: Business & Development Services Director, David C. Dyrhaug
SUBJECT: Request to Delay 2nd Reading for the
Annexation of 2114-2118 Standing Springs Road

| | |
|---------------------------|--|
| AUTHORIZED REP(S): | Contender Development • Bluewater Civil Design, LLC |
| OWNER(S): | Charles Michael Hendrix |
| TAX MAP #(S): | 0583.02-01-009.02 0583.02-01-009.03 |
| LOCATION: | 2114-2118 Standing Springs Road |
| CURRENT ZONING: | R-12 (County) |
| REQUESTED ZONING: | R-10, Residential |
| SIZE OF PROPERTY: | Approx. 16.7 acres |
| CONTIGUITY: | This tract touches the Meadow Springs community on Standing Springs Road and is also adjacent to the Chestnut Ridge/Chestnut Reserve subdivision development on Fork Shoals Road located in the City of Mauldin. |

REQUEST

On July 17, 2023, the City Council approved the annexation of 2114 and 2118 Standing Springs Road on first reading. Since that time, the applicant has requested that the second reading of this annexation be delayed from August 21 until September 18. The reason for this request is so that the annexation can better track with the closing date for the purchase of the property by Contender Development from Mr. Hendrix. The applicant appeared before the Building Codes Committee to formally make this request to delay second reading until September 18. The Building Codes Committee approved their request by a vote of 3-0.

NOTE: This annexation includes two parcels of land consisting of approximately 16.7 acres owned by Charles Michael Hendrix and located at 2114 and 2118 Standing Springs Road. The applicant has requested that this tract be zoned R-10, Residential, upon annexation into the City of Mauldin. This tract will be added to the Chestnut Reserve subdivision development (previously known as Section II and Section III of Chestnut Ridge). While this tract will add to the overall acreage of the Chestnut Reserve subdivision project, the applicant will not add any new homes to this project. In fact, the applicant is proposing to **reduce the number of homes** in Section II and Section III from 351 detached single-family homes to 347

detached single-family homes. The developer is also intending to add a street connection between the Meadow Springs community and the Chestnut Ridge subdivision.

TIMELINE

On June 6, 2023, staff received the signed petition for the annexation of this tract.

On July 3, 2023, the Building Codes Committee forwarded this matter to City Council with a recommendation of approval by a vote of 3-0.

On July 17, 2023, the City Council approved first reading of this annexation.

On August 7, 2023, the Building Codes Committee approved the request to delay second reading of this annexation ordinance until September 18, 2023.

STAFF RECOMMENDATION

In accordance with the action of the Building Codes Committee, staff supports the request to delay second reading of this annexation ordinance until September 18, 2023.

ATTACHMENTS

Letter from Applicant



July 26, 2023

City Of Mauldin – Office of the Mayor
5 E. Butler Road | P.O. Box 249
Mauldin, SC 29662

RE: Annexation Ordinance for 2114 and 2118 Standing Springs Road

Dear Mayor Merritt:

I write in my capacity as the General Counsel of Contender Development, Inc. with regard to an annexation petition currently under review with City Council for two (2) pieces of real property owned by Charles Michael Hendrix, and located at 2114 Standing Springs Road and 2118 Standing Springs Road. First Reading of Ordinance No. 1021 was held on July 17, 2023.

Contender has a development interest in the above-referenced property and we have a contractual agreement with Mr. Hendrix to close the purchase prior to any final zoning or annexation determination. Accordingly, we would respectfully request that Second Reading on the aforementioned Ordinance be held over to the City Council meeting on September 18th, so that we may have time to conduct a closing on the property as agreed with Mr. Hendrix..

Thank you in advance for your time and consideration of this request. Of course, please do not hesitate to contact me with any questions or concerns.

Sincerely,

Michael S. Pitts, Esq.
General Counsel

cc: Seth Duncan, City Administrator
David Dyrhaug, Business & Development Services Director
Diane Kuzniar, Building Codes Committee Chair
Daniel Hughes, Esq. City Attorney

Contender Development, Inc.
5 Century Drive, Suite 210, Greenville, SC 29607

CITY COUNCIL AGENDA ITEM

MEETING DATE: August 21, 2023

AGENDA ITEM: 8a

TYPE OF ITEM: Zoning Map Amendment

TO: City Council

FROM: Business & Development Services Director, David C. Dyrhaug

SUBJECT: **Expand C-2 Zoning at Arden Woods Commercial Outparcel**

| | |
|---------------------------|---|
| OWNER(S): | John Beeson • Mark III Properties, LLC |
| AUTHORIZED REP(S): | Paul Harrison • Bluewater Civil Design, LLC |
| TAX MAP NUMBER(S): | 0411.00-01-001.00, et. al. |
| LOCATION: | Ashmore Bridge Road and Fork Shoals Road |
| CURRENT ZONING: | R-M, Residential & C-2, Commercial |
| REQUESTED ZONING: | Expand the C-2 zoning |
| SIZE OF PROPERTY: | Approx. 6 acres affected |

REQUEST

The City of Mauldin has received a signed petition requesting the expansion of the commercial zoning for a tract of land pursuant to Section 4:2 of the Mauldin Zoning Ordinance. This petition includes expanding the existing C-2, commercial, zoning at the Arden Woods commercial outparcel located at Fork Shoals Road and Ashmore Bridge Road by approximately 6 acres. This expansion will make way for the development of a grocery store yet to be disclosed.

HISTORY/BACKGROUND

This tract was annexed into the City of Mauldin on May 20, 2019. At that time approximately 8 acres was zoned C-2 at the intersection of Ashmore Bridge Road and Fork Shoals Road, while the remainder of the property was zoned R-M. The preliminary plat for the Arden Woods subdivision was conditionally approved by the Planning Commission on November 19, 2019. This subdivision was approved for up to 806 lots (415 detached single-family homes and 391 attached single-family homes). The final design for this subdivision project included 715 lots (388 detached single-family homes and 327 attached single-family homes).

On December 20, 2021, a 3-acre tract on the north side of Ashmore Bridge Road at Arden Woods was rezoned from C-2 to R-M to accommodate the amenity area for the neighborhood. This rezoning brought the commercial acreage down from 8 acres to 5 acres. That request at that time also initially included

expanding the C-2 zoning on the south side of Ashmore Bridge Road at Arden Woods. However, at the request of the applicant, that portion was left off the final rezoning ordinance approved by City Council. The reason this was removed from petition was because it was somewhat premature at the time—the applicant had engaged in discussions with prospective commercial developers but did not know yet the precise amount of acreage that would be needed for the commercial development.

This current proposed expansion of the C-2 at the intersection of Fork Shoals Road and Ashmore Bridge Road will entail rezoning an additional 6 acres of land to the C-2 zoning district, bringing the amount of commercial area at Arden Woods back up to approximately 10.8 acres. To accommodate this commercial expansion, the number of lots in the Arden Woods subdivision will decrease by 17 townhome lots. This will lower the overall residential unit count at Arden Woods from 715 lots to 698 lots (388 detached single-family lots and 310 attached single-family lots).

PUBLIC HEARING

The Planning Commission held a public hearing on July 25, 2023. There were no public comments offered at this hearing.

ZONING ANALYSIS

Existing Zoning Classifications

The ***R-M district*** is established to provide for a full range of medium- to high-density multi-family housing types along with single-family detached and attached residences. Other uses include recreational, religious, and educational facilities normally required to provide an orderly and attractive residential area. This district is intended to function as a transition between single-family residential districts and commercial districts where certain land uses may not be compatible.

The ***C-2 district*** is established to promote accessible and central concentrations of business activities and commercial establishments offering both retail goods and services to people from throughout the community. This district is intended to serve both pedestrians as well as people who travel by automobile. Therefore, this district is located along major roadways, and businesses are encouraged to locate in close proximity to one another. Where necessary, adjacent residential areas are protected through landscaping and site design.

Surrounding Development/Zoning

These properties are surrounded by the following zoning and land uses:

| Direction | Zoning District(s) | Existing Use(s) |
|------------------|---------------------------|--|
| North | R-M (City) | Arden Woods subdivision |
| South | R-M (City) | Arden Woods subdivision |
| East | R-M (City) | Arden Woods subdivision |
| West | C-2 (City) | Under construction for Spinx gas station |

Comprehensive Plan Analysis

This portion of the property fronting Fork Shoals Road is designated as a “community corridor” in the future land use map of the comprehensive plan. A community corridor is described in the comprehensive

plan as intended for commercial uses, including professional offices, office parks, mixed-use developments, restaurants, and small retail centers.

REVIEW CRITERIA

The Mauldin Zoning Ordinance does not contain any specified criteria that should be considered by the Planning Commission when reviewing requests for rezoning. However, the following criteria are typical of those used by other jurisdictions.

- A. Consistency with the Comprehensive Plan or, if conditions have changed since the Comprehensive Plan was adopted, consistency with the overall intent of the Plan, recent development trends, and the general character of the area;
- B. Suitability of the site's physical, geological, hydrological and other environmental features to support the breadth and intensity of uses that could be developed in the proposed zoning district;
- C. Compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning districts in terms of suitability of location, impacts on the environment, noise, density, nature of use, traffic impacts, aesthetics, ability to develop adjacent properties under existing zoning, and potential influence on property values;
- D. Capacity of public infrastructure and services to sufficiently accommodate all potential uses allowed in the proposed district without compromising public health, safety or welfare; and
- E. Public need for the potential uses permitted in the requested zoning district.

STAFF FINDINGS

Based on the above criteria, staff provides the following findings for consideration of the proposed request.

A. ***Comprehensive Plan Consistency***

The Comprehensive Plan supports the expansion of the C-2 zoning at this tract.

B. ***Suitability of the Site***

There are not any apparent floodplains, wetlands, or steep topography on this site. The site appears suitable for development.

C. ***Compatibility of the Development***

The Fork Shoals Road corridor is currently undergoing increasing residential development. This increased residential growth is starting to become attractive for commercial interests. This tract was planned since it was annexed to include commercial outparcels at the intersection of Ashmore Bridge Road and Fork Shoals Road.

D. ***Infrastructure Capacity***

All utilities, including water and sewer, are available on site.

E. ***Public Need***

As the population continues to grow in and around the City of Mauldin, there is an increased need for businesses that provide commercial products and services for the growing population. This rezoning will help to provide additional commercial development opportunities in a growing area that currently lacks commercial opportunities.

TIMELINE

In June, 2023, the applicant made application to the City of Mauldin for this rezoning.

On July 25, 2023, the Planning Commission voted 4-0 to recommend approval of this rezoning.

On August 7, 2023, the Building Codes Committee voted 3-0 to forward this rezoning to City Council with a recommendation of approval.

STAFF RECOMMENDATION

Considering the amount of growth in the Fork Shoals Road and Ashmore Bridge Road areas, in City staff's opinion there is a great need for a grocery store and other commercial opportunities at this location. Therefore, staff fully supports and recommends approval of this rezoning.

PLANNING COMMISSION RECOMMENDATION

On July 25, 2023, the Planning Commission voted 4-0 to recommend approval of this rezoning.

ATTACHMENTS

Proposed Ordinance (map and boundary survey included therein)

ORDINANCE # _____

AN ORDINANCE TO REZONE PROPERTY CONSISTING OF APPROXIMATELY 6 ACRES LOCATED AT ASHMORE BRIDGE ROAD AND FORK SHOALS ROAD (PORTIONS OF TAX MAP PARCEL #0411.00-01-001.00 AND ALL OF LOTS 678 THRU 694 OF ARDEN WOODS PHASE 6) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Mark III Properties, LLC, has petitioned the City of Mauldin to expand the C-2, Commercial, zoning by +/- 6 acres; and

WHEREAS, a rezoning of the parcel is in keeping with the City of Mauldin 2014 Comprehensive Plan Update; and

WHEREAS, the site is suitable for the types of uses that could be developed under the new zoning district; and

WHEREAS, the potential uses permitted in the new zoning district meet a public need and are not detrimental to the public health, safety, and welfare; and

WHEREAS, the Mauldin Planning Commission has given favorable recommendation to the zoning application; and

NOW THEREFORE BE IT ORDAINED by the mayor and City Council of the City of Mauldin, South Carolina, in council assembled and by the authority thereof

Section 1. That the zoning of property described in zoning docket PC-2023-04-RZ and a portion of Greenville County Tax Map Parcel 0411.00-01-001.00 and all of lots 678 thru 694 of Arden Woods Phase 6 be rezoned by expanding the C-2 zoning on the south side of Ashmore Bridge Road at Fork Shoals Road in accordance with the attached Exhibit 1 and 2 hereby incorporated into this ordinance.

Section 2. This ordinance shall become effective upon and after its final passage.

Passed on First Reading _____

Passed on Second Reading _____

CITY OF MAULDIN, SOUTH CAROLINA

ATTEST:

BY: _____

Terry Merritt, Mayor

Cindy Miller, Municipal Clerk

APPROVED AS TO FORM:

City Attorney

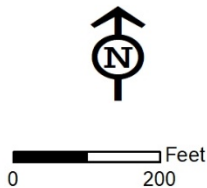
EXHIBIT 1

Arden Woods Commercial Outparcel Rezoning Map



Legend

- Mauldin City Limits
- Expanded C-2 Zoning



Created on July 13, 2023

Reproduction of this map is prohibited without permission from the City of Mauldin.

DISCLAIMER: The information contained herein is for reference purposes only. The City of Mauldin makes no warranty, express or implied, nor any guarantee as to information provided herein. The City of Mauldin explicitly disclaims all presentations and warranties. The City of Mauldin assumes no liability for any errors, omissions, or inaccuracies in the information provided herein.

City of Mauldin - Council Meeting – August 21, 2023

TO: City Council
FROM: J.R. Charles, Community Development Director MASC
SUBJECT: Grant Match for City Center Village Master Plan
ITEM: 8b

REQUEST

Adopt the attached resolution, in compliance with rules as dictated by the Municipal Association of South Carolina (MASC), in order to apply for the Hometown Economic Development Grant.

HISTORY/BACKGROUND

The MASC offers a Hometown Economic Development Grant for economic development programs. As City Center Village evolves with the new developments, City staff would like to create an updated master plan for the development in partnership with a community development consulting firm.

ANALYSIS or STAFF FINDINGS

As City Center Village evolves with the new developments, City staff would like to create an updated master plan for the development in partnership with a community development consulting firm.

The MASC Grant will provide up to \$25,000 for economic development projects, and the application requires two things: a signed resolution by the City Council supporting the application, and a commitment to the grant match, which accounts for 15-percent of the requested grant (i.e. a \$25,000 grant requires a \$3,750 match.)

Should the City receive the grant, it could use that funding to hire a consulting firm to create a new master plan for City Center Village that would guide the decision-making process for the development of the district.

FISCAL IMPACT

The Community Development Department has an existing line item for Special Projects that can supply the \$3,750 grant match.

RECOMMENDATION

Adopt the resolution supporting the City of Mauldin's application for a Hometown Economic Development Grant sponsored by the Municipal Association of South Carolina and authorize the mayor to execute the resolution.

ATTACHMENTS

- Resolution supporting the application for the Hometown Economic Development Grant sponsored by the Municipal Association of South Carolina

RESOLUTION COMMITTING THE CITY OF MAULDIN TO PROVIDING A LOCAL MATCH FOR A MUNICIPAL ASSOCIATION OF SOUTH CAROLINA HOMETOWN ECONOMIC DEVELOPMENT GRANT AND FOLLOWING ITS PROCUREMENT POLICY WHEN SECURING SERVICES AND PRODUCTS WITH GRANT FUNDS

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MAULDIN, SC, here assembled on this 21st day of August, 2023, that the Mauldin City Council hereby commits to provide a local cash\in-kind match of \$3,750, which equals the 15-percent local match required by the Municipal Association of South Carolina, to support the City of Mauldin application for a \$25,000 Hometown Economic Development Grant. These grant and local matching funds will be used for a City Center Village Master Plan.

BE IT FURTHER RESOLVED that the Council will follow its procurement policy adopted in accordance with SC Code of Laws Section 11-35-50 when securing all services and products purchased with funds awarded from a Hometown Economic Development Grant.

This resolution is made in regard to the submission of an application for Hometown Economic Development Grant funds to the Municipal Association of South Carolina on or before September 29, 2023.

Terry Merritt
Mayor, City of Mauldin

ATTEST:

Clerk to Council

City of Mauldin, South Carolina

CITY COUNCIL

AGENDA ITEM SUMMARY

MEETING DATE: August 21, 2023
AGENDA ITEM: 8c

TO: City Council
FROM: Chief George Miller
SUBJECT: School Resource Officer Agreement with Greenville County School District

REQUEST

To approve an Agreement for School Resource Officers with Greenville County for the school year of 2023-2024.

HISTORY/BACKGROUND

The City of Mauldin has an agreement with the School District of Greenville County to have two (2) officers in Mauldin High School, one (1) officer in Mauldin Middle School, one (1) officer in Mauldin Elementary School, one (1) officer in Bethel Elementary School and one (1) officer at the Golden Strip Career Center.

ANALYSIS or STAFF FINDINGS

This is a yearly agreement that we sign with the Greenville County School District for our partnership on the School Resource Officer's in schools within the city limits of Mauldin. It provides the responsibilities of the School Resource Officers. It also adds the grant position we just received for the Golden Strip Career Center.

FISCAL IMPACT

There will be no Fiscal Impact.

RECOMMENDATION

Staff recommends we accept the Agreement with The Greenville County School District..

ATTACHMENTS

A copy of the Agreement for School Resource Officers

STATE OF SOUTH CAROLINA) AGREEMENT FOR SCHOOL RESOURCE
OFFICERS

) AND LAW ENFORCEMENT OFFICERS
COUNTY OF GREENVILLE)

THIS AGREEMENT, made and entered into August 1, 2023, by and between the School District of Greenville County, hereinafter referred to as "School District", and the City of Mauldin, South Carolina, hereinafter referred to as "City".

WHEREAS, pursuant to Section 5-7-12 of the Code of Laws of South Carolina (1976), the School District has requested that the City assign two (2) officers from the Mauldin Police Department, (hereinafter "the MPD"), to serve as School Resource Officers [SRO's] at Mauldin High School, and one (1) officer to serve as an [SRO] at Mauldin Middle School one [1] officer to serve as SRO at Mauldin Elementary School, one [1] officer to serve as SRO at Bethel Elementary School and one [1] officer to serve as SRO at Golden Strip Career Center.

WHEREAS, Mauldin High School, Mauldin Middle School, Mauldin Elementary School, Bethel Elementary School, and Golden Strip Career Center are located within the Mauldin city limits; and

WHEREAS, pursuant to Section 5-7-12 of the Code of Laws of South Carolina (1976) the Mayor and Council for the City consent to assigning two (2) MPD Officers to Mauldin High School, one (1) officer to Mauldin Middle School, one [1] officer to Mauldin Elementary School, one [1] officer to Bethel Elementary School and one [1] officer to Golden Strip Career Center to serve as SROs pursuant to the terms and conditions set forth in Section I herein.

NOW, THEREFORE, for and in consideration of the foregoing, and the promises and covenants set forth herein, the parties hereto agree as follows:

I. School Resource Officers

1. The MPD will assign two (2) officers to the School District to act as SROs to Mauldin High School, one (1) officer to the School District to act as an SRO to Mauldin Middle School, one [1] officer to the School District to act as an SRO to Mauldin Elementary School, one [1] officer to the School District to act as an SRO at Bethel Elementary School and one [1] officer to the School District to act as SRO at Golden Strip Career Center

(A) The MPD will be responsible for the administration and supervision of the School Resource Officer Program at Mauldin High School, Mauldin Middle School, Mauldin Elementary School, Bethel Elementary School, and Golden Strip Career Center and will provide to the Superintendent of the School District, or his/her designee, an annual report of calls for services and criminal incidents at the schools in which the SROs are placed. The SROs shall be stationed at his or her assigned school.

(B) The School District shall provide for the benefit of each SRO the following: (i) access to an air-conditioned and properly lighted private office that contains a telephone that may be used for general business purposes, (ii) a location for files and records which can be

properly locked and secured within the office, and (iii) a desk with drawers, an office chair, work table, filing cabinet, and office supplies.

2. **Duties and Responsibilities of the SRO.**

(A) Instructional Duties and Responsibilities: The SRO shall act as instructors for specialized, short-term programs consistent with their role as an SRO whenever requested to do so by the principal of the School to which an SRO is assigned. When conducting public safety classes, the SRO shall act in the capacity of law enforcement officer, teacher and counselor.

(B) Additional Duties and Responsibilities: In addition to the above, except as to any law enforcement action required, each SRO shall: (i) coordinate all of his/her activities and programs with the principal and appropriate staff members and will request and receive permission, advice and guidance prior to enactment; and (ii) develop expertise in presenting various subjects to students, such subjects to include a basic understanding of the law, the role of the law enforcement officer, and his/her duties. The SRO shall encourage individual and small group discussions concerning the class materials with students so as to further establish rapport with the students. A program evaluation form will be distributed by the SRO to all students in attendance and the teacher after each session. The information provided by the students and the teacher on the program evaluation form will be kept on file by the principal and reviewed by the School District and the MPD on an annual basis. The SRO, whenever requested by the principal of the School to which an SRO is assigned, shall attend parent/faculty meetings for purposes of explaining and soliciting support for the School Resource Officer Program. The SRO, whenever requested by the principal of the School to which an SRO is assigned, shall be available for conferences with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature. The SRO shall become familiar with community agencies that offer assistance to youth and their families, including, but not limited to, mental health clinics and drug assistance centers. The SRO shall make referrals to such agencies when necessary, thereby acting as a resource person to students, parents, faculty and staff of the school. The SRO shall assist the School's principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest. In the event it becomes necessary to conduct formal police interviews with the students, The SRO shall inform the school principal or his/her designee. The SRO shall adhere to the policies of the MPD as well as legal requirements whenever conducting such interviews.

The SRO shall take law enforcement action as required. The SRO shall give assistance to other police officers and deputy sheriffs in matters regarding his/her school assignment whenever necessary. The SRO shall, whenever possible, participate in and/or attend school functions as they relate to the duties of an SRO. The SRO shall maintain detailed and accurate records of their activities on a monthly basis and shall forward such records to their supervisors who, in turn, shall forward copies of such records to the Chief of Police for the MPD. The SRO shall not act as school disciplinarians, as disciplining students is a school responsibility. The SRO shall, however provide reasonable assistance to the school principal in the event of a disciplinary problem that requires such assistance. In the event the school principal is of the belief that a student has violated a law, then, in such event,

the principal shall contact the SRO, or the SRO's supervisor, whenever the SRO is unavailable, to determine whether law enforcement action is appropriate. In the event of an emergency, school personnel shall notify the MPD via the 911 system. In cases of contested expulsions the officer will provide case information and/or testimony on behalf of the Superintendent of the School District, or his/her designee, and shall upon the request of the Superintendent, or his/her designee, testify, unless such testimony is deemed by the MPD as inappropriate or will compromise a criminal investigation.

(C) Co-curricular Activities and School Functions: (i) **School Events outside Greenville County.** Upon request of the principal, or his/her designee, an SRO may attend school events outside Greenville County for purposes of providing security services subject to the jurisdictional limitations imposed by S.C. Code §5-7-12 (1976). (ii) **School Related Events.** Upon request of the principal, his/her designee, or a sponsor group, an SRO may attend any school related event including, but not limited to, carnivals, proms, Grad Night, overnight trips, dances, dramas and sporting events, for purposes of providing security services subject to the jurisdictional limitations imposed by S.C. Code §5-7-12 (1976). Payment for the security services to be provided by the SRO under (i) and (ii) of this paragraph shall be based on an hourly rate as determined by MPD Policy and paid directly to the SRO within thirty (30) days of event. The particular School or sponsor group making the request for security services shall be responsible for all payments related to such request.

3. **Program Goals and Evaluation.** The MPD and the School District shall develop program goals and objectives for the SRO program. Program goals shall be in line with the School District's action plan for a safe school atmosphere. This means that the SRO shall be active law enforcement officials on the School campuses, classroom instructors consistent with their role as an SRO, and resources for teachers, students, and parents. The SRO shall also be active in conferences, counseling, and referrals. Indicators of success shall be developed objectively and independently to measure how well the goals and objectives are obtained. The Chief of Police, for the MPD, shall evaluate the effectiveness of the SRO Program and make an annual report to the School District.
4. **Fees.** The School District shall pay to the City the total annual sum of One Hundred Twenty Thousand and 00/100's Dollars (\$120,000.00) for the three officers assigned to the schools being Mauldin Middle School and Mauldin High School, for the law enforcement services provided pursuant to Section I of this Agreement. The salaries, fringe benefit costs and equipment costs of the SRO's at Mauldin Elementary School, Bethel Elementary School, and Golden Strip Career Center will be funded by a South Carolina Department of Public Safety [SCDPS] grant paid directly to MPD by SCDPS. The amounts owed by the School District, hereunder, shall be paid by the School District to the City of Mauldin, in arrears, in monthly installments. The City will submit monthly invoices to the School District within thirty (30) days after the close of each calendar month for the law enforcement services provided during the preceding month. Payment on the invoices shall be due within thirty (30) days of the date on the invoice. If payment is not received in accordance with the terms of this Agreement, the City, in addition to any other rights the City may have, shall have the right, without notice, to suspend all services provided pursuant to this Agreement, or City may immediately terminate this Agreement. The School District shall be responsible to the City of Mauldin for payment of all law enforcement services provided pursuant to the terms of this Agreement prior to the date of termination.

5. **Employment Status of The SRO.** SROs shall at all times remain employees of the MPD, and under no circumstances shall the SROs be considered employees of the School District. SROs are law enforcement officers who shall uphold the law, be under the direct supervision and control of the MPD, and remain responsible to the chain of command of the MPD.
6. **Appointment of The SRO.** In the event that the principal of the School to which an SRO is assigned believes that a particular SRO is not effectively performing his or her duties and responsibilities, the principal shall state in writing the reasons for such belief to the Superintendent of the School District. The Superintendent of the School District, within a reasonable time after receiving the complaint from the principal, shall inform the MPD Chief of Police, or his/her designee, of the principal 's concerns. Should the Chief of Police so desire, the Superintendent and the Chief of Police, or their designees, shall meet with the particular SRO for purposes of mediating or resolving the matter. If, within a reasonable amount of time after commencement of mediation, the problem cannot be resolved, or should the Chief of Police not seek mediation, then the particular SRO shall be reassigned and a replacement obtained. Additionally, the Chief of Police reserves the right to dismiss or reassign an SRO at his/her sole discretion. In the event of a resignation, dismissal, or reassignment of an SRO, or in the event of absences by an SRO, the Chief of Police may provide a temporary replacement for the SRO within (30) school days of receiving notice of such resignation, absence, dismissal, or reassignment. In the event an SRO is away from his/her assigned School due to illness, vacation, or subpoena, the School shall notify the MPD for routine and emergency calls.

II. **GENERAL PROVISIONS:**

- (A) The term of this agreement is through the conclusion of the 2022-2023 school year and is renewable annually based upon written consent of both parties.
- (B) The City will possess at all times during the life of this agreement automobile insurance, general liability insurance and workers compensation insurance. This insurance coverage shall not be less than \$300,000 per occurrence and \$600,000 in the aggregate. The School District may require the City to provide a certificate of insurance naming the School District as an additional insured at any time during the life of this agreement. The aforementioned policies should be issued by an "A" rated carrier licensed to do business in the State of South Carolina and satisfactory to the School District.
- (C) Except as otherwise specifically provided herein, this agreement may not be amended modified or expanded except by written agreement of all the parties hereto. This agreement supersedes all prior or contemporaneous agreements or understandings (whether oral or written), if any, among any of the parties with respect to the subject matter hereof. No party may assign any right or obligation under this agreement without the other parties' prior written consent. Any waiver by either party of any breach or any term or condition hereof shall be effective only if in writing and such writing shall not be deemed to be a waiver of any subsequent or other breach, term or condition to this agreement. The illegality, invalidity, or unenforceability of any provision of this agreement shall not render illegal, invalid or unenforceable any other provision hereof. This agreement shall be governed by and construed in accordance with the law of the State of South Carolina.

(D) **Good Faith.** The School District, the City, the MPD, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of the School District and the Chief of Police, or their designees.

(D) (E) **Notices.** All notices made pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the parties at their respective addresses set forth below:

Greenville School District

Attn: Superintendent
301 E. Camperdown Way
Greenville, SC 29601

City of Mauldin

Attn: City Administrator
P.O. Box 249
Mauldin, SC 29662

Mauldin Police Department

Attn: Chief of Police
P.O. Box 249
Mauldin, SC 29662

Either party may change the person and/or address to which notices are to be sent by giving ten (10) calendar days written notice of such change to the other party.

(E) **Term and Termination.** Without cause, either party hereto may terminate this Agreement upon ninety (90) calendar days prior written *notice* to the other party hereto. For cause, either party may terminate this Agreement effective immediately upon giving written notice of termination for cause. "For cause" shall include (i) any material violation of this Agreement or (ii) any act exposing the other party to liability for any loss, claim, damage or expense that *is* not covered pursuant to the South Carolina Tort Claims Act or similar insurance protection.

(F) **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.

(G) **Nonwaiver.** The waiver by School District or City of a breach of this Agreement shall not operate as a waiver of any subsequent breach, and no delay in acting with regard to any breach of this Agreement shall be construed to be a waiver of such breach.

(H) **Entire Agreement.** This Agreement represents the entire agreement between the parties hereto and supersedes any and all prior agreements, whether written or oral, that may exist between the parties relating to the matters herein; and this Agreement may be amended only by a writing signed by all parties hereto.

(I) **Severability.** If any part or provision of this Agreement is held invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining parts and provisions of this Agreement.

(J) **Relationship of the Parties.** The Parties shall at all times act as independent contractors, and the relationship between the parties shall not be deemed to be that of an employer/employee, joint venture, partnership, or agent/principal.

(K) **Applicable Law.** The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

(L) **Successors and Assigns.** The rights and obligations herein shall inure to and be binding upon the successors and assigns of the parties hereto.

(M) **School Records.** To the extent that the City has access to records in furtherance of the obligations contained in this Agreement, that access and use of records, including student records, shall be in compliance with applicable state and federal law, including, but not limited to, the Family Educational Rights and Privacy Act.

ON BEHALF OF THE PARTIES HERETO, the duly authorized representatives of the parties have executed this Agreement on the date first herein above written.

By: _____
George Miller, Police Chief

By: _____
Terry Merritt, Mayor

By: _____
W. Burke Royster, Ph.D.
Superintendent, Greenville County Schools

CITY COUNCIL AGENDA ITEM

MEETING DATE: August 21, 2023

AGENDA ITEM: 8d

TO: City Council

FROM: Public Works Director, Matthew Fleahman

SUBJECT: Stormwater Intergovernmental Agreement

REQUEST

Authorization is requested to the Intergovernmental Agreement for Roles and Responsibilities under NPDES Municipal Stormwater Permit between the City of Mauldin and Greenville County.

HISTORY/BACKGROUND

The City of Mauldin and Greenville County are co-permittees pursuant to NPDES Permit No SCS230001 issued by the South Carolina Department of Health and Environmental Control on June 4, 2021. The Permit requires that the County and City enter into an intergovernmental agreement to clearly identify the role and responsibilities of each party. Prior to the issuance of the permit in 2021, the City and County had been operating under a previous intergovernmental agreement dated May 17, 2010. This agreement did not specifically identify roles and responsibilities adequately enough to satisfy the requirements of the 2021 permit.

ANALYSIS or STAFF FINDINGS

The City responsibilities as outlined in the new intergovernmental agreement include attending trainings, accurate record keeping and documentation, system controls and maintenance, education and outreach, Stormwater pollution prevention at its facilities, and a controlled program for the application of pesticides, herbicides, and fertilizers. Public Works began implementing most of these responsibilities in 2021 when the NPDES permit was issued. Assorted task orders already approved with KCI have been implemented to address some of these requirements.

FINANCIAL IMPACT

There is no new cost associated with executing this intergovernmental agreement. Ongoing costs in the Streets Division budget will be utilized to comply with the required City responsibilities.

RECOMMENDATION

Staff recommends the City Council approve the Intergovernmental Agreement.

STATE OF SOUTH CAROLINA) **INTERGOVERNMENTAL AGREEMENT**
) **FOR ROLES AND RESPONSIBILITIES**
) **UNDER NPDES MUNICIPAL**
COUNTY OF GREENVILLE) **STORMWATER PERMIT**

This Intergovernmental Agreement for Roles and Responsibilities under NPDES Municipal Stormwater Permit (“Agreement”), is made and entered into this ____ day of _____, 20__ (“Effective Date”) by and between Greenville County, a body politic and political subdivision of the State of South Carolina (“County”) and the City of _____, a body politic and municipality of the State of South Carolina (“City”).

RECITALS

WHEREAS, County and City own and operate separate municipal stormwater systems (MS4s) within their respective jurisdictions and are required to obtain National Pollution Discharge Elimination System (NPDES) permit coverage for their stormwater discharges.

WHEREAS, County and City are co-permittees pursuant to NPDES Permit No. SCS230001 (“NPDES Permit”) issued by the South Carolina Department of Health and Environmental Control on June 4, 2021. The NPDES Permit requires County and City to enter into an intergovernmental agreement to “clearly identify the role and responsibility of co-permittees.”

WHEREAS, certain governmental functions may be more efficiently and effectively provided in cooperation with other governments, particularly when the sharing of such functions may deliver economies of scale, avoid redundancies in staffing, facilitate intergovernmental communication and coordination, benefit the citizens and taxpayers by offering single points of contact, and allow retention of highly trained and specialized staff or private contractors in situations in which it would not be cost effective for a single government to retain such professionals.

WHEREAS, Article VIII, Section 13 of the South Carolina Constitution provides that any county or incorporated municipality “may agree with . . . any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof” and that “[n]othing in this Constitution may be construed to prohibit . . . counties [or] incorporated municipalities . . . from agreeing to share the lawful cost, responsibility, and administration of functions with any one or more governments, whether within or without this State.”

WHEREAS, Section 4-9-41(A) of the South Carolina Code of Laws, 1976, as amended, provides that any “incorporated municipality ... may provide for the joint administration of any function and exercise of powers as authorized by Section 13 of Article VIII of the South Carolina Constitution.”

WHEREAS, the County and the City have determined that it would be effective and efficient to jointly administer the NPDES Permit to avoid duplication of services and recognize the benefits of collaboration and cooperation.

WHEREAS, the County and the City agree it is in the best interests of their citizens to enter into this Agreement defining roles and responsibilities under the NPDES Permit and authorizing the County to enforce its stormwater ordinances within the City's municipal boundaries.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, County and City agree as follows:

Section 1. Obligation to Comply with NPDES Permit

1.1 City acknowledges it is subject to the requirements of the NPDES Permit and shall work with and cooperate in good faith with the County to comply with all conditions of the NPDES Permit and the stormwater management program (SWMP) as specified herein.

1.2 City acknowledges it is solely responsible for NPDES Permit compliance with respect to the MS4 it owns or operates.

1.3 City acknowledges it is solely responsible for implementation of the stormwater management program (SWMP) within the municipal boundaries of the City, except where such responsibility has been assumed by the County pursuant to this Agreement.

Section 2. County Stormwater Management Program.

2.1 County has developed a comprehensive stormwater management program (SWMP) including pollution prevention measures, treatment or removal techniques, stormwater monitoring, use of legal authority, and other appropriate means to control the quality of storm water discharged from separate municipal stormwater systems. The SWMP is comprised of the following program elements:

(a) Stormwater Management Ordinance of Greenville County, as amended, codified at Chapter 8, Article III of the Code of Laws of Greenville County (the "County Code").

(b) Stormwater Service Fees Ordinance of Greenville County, as amended, codified at Chapter 8, Article IV of the County Code.

(c) Stormwater Management Program (SWMP) Plan ("SWMP Plan") dated December 2021, details co-permittees' proposed actions to implement the eleven SWMP elements set forth in Part II.B of the NPDES Permit.

(d) Greenville County Storm Water Design Manual, the Illicit Discharge Detection and Elimination Standard Operating Procedure, and other necessary manuals and best management practices.

2.2 City hereby adopts the SWMP in its entirety and agrees to implement and enforce the SWMP within its municipal boundaries, subject to the terms and conditions of this Agreement. City shall adopt, update, and maintain adequate legal authority through ordinances, resolutions, and intergovernmental agreements as necessary to implement and enforce the SWMP within its municipal boundaries. All costs of administering and defending such ordinances and resolutions shall be borne solely by City.

Section 3. County Responsibilities.

3.1 Administrative Leadership. County will assume administrative leadership over NPDES Permit negotiations and the development, review and modifications of the SWMP.

3.2 Convene Working Group. County will convene a co-permittee working group, led by the County's Land Development Division, which shall meet at least twice annually to assess and define necessary work tasks to comply with the terms and conditions of the NPDES Permit. The working group will include City representatives. Additional meetings will be held based on the needs of the group.

3.3 Annual Report. County will coordinate the preparation and submittal of the annual report required by the NPDES Permit to be submitted to DHEC by February 28 of each year. County is not responsible for the quality of data and other materials submitted by City for inclusion in the annual report.

3.4 Designated Representative. County will serve as City's designated representative pursuant to Part IV. D of the NPDES Permit. City will provide accurate and timely information to the County for inclusion in the annual system-wide report. County shall not be responsible for the quality or accuracy of the data provided by the City.

3.5 County Services. County will be responsible for the NPDES Permit compliance activities identified in Exhibit "A" which is attached hereto and incorporated herein ("County Services"). County Services may be revised from time to time as required by the NPDES Permit. Any such revisions shall be agreed to in writing by the City and made a part of this Agreement.

3.6 Enforce Stormwater Management Ordinance. County will enforce the Stormwater Management Ordinance within the municipal boundaries of the City including but not limited to conducting inspections and monitoring activities to ensure ongoing compliance with the stormwater management regulations; issuing notices of violation, penalties, fines, or enforcement actions for non-compliance with stormwater management requirements. County will charge a reasonable fee for inspections, which shall be the same fee charged within the unincorporated area of the County.

3.7 Review Development Plans and Issue Permits. County will review proposed development plans and land disturbance requests submitted by developers and property owners within the City for compliance with the Stormwater Management Ordinance. County will charge a reasonable fee for plan review, which shall be the same fee charged within the unincorporated area of the County. Upon satisfactory review and compliance with the Stormwater Management Ordinance, County will issue the necessary permits on behalf of the City.

3.8 Collect Stormwater Utility Fees. County will charge and collect the stormwater utility fees set forth in the Stormwater Service Fees Ordinance within the City's municipal boundaries in the same manner the County collects the same within the unincorporated area of the County. County shall have the authority to enforce and administer the fee collection process in accordance with applicable laws and regulations and shall deposit the same in the County's stormwater enterprise fund.

Section 4. City Responsibilities.

4.1 Cooperate with County. City will cooperate with the County, including regular attendance and participation in co-permittee meetings, participation in the NPDES Permit negotiations process, as needed. City will cooperate with County and provide reasonable assistance in enforcing the SWMP. City will provide necessary management and planning input to ensure that contributions of pollutants to the MS4s are limited and the pollutant issues described in the NPDES Permit are addressed.

4.2 Participate in Working Group. City will assign its City Manager and Director of Public Works (or equivalent positions) to participate in the co-permittee working group.

4.3 City Documentation. City will provide the County with all relevant information, documentation, and records necessary to enforce the Stormwater Management Ordinance effectively within City's municipal boundaries.

4.4 City Services. City will be responsible for the NPDES Permit compliance activities identified in Exhibit "B" which is attached hereto and incorporated herein ("City Services"). City Services may be revised from time to time as required by the NPDES Permit. Any such revisions shall be agreed to in writing by County and made a part of this Agreement.

4.5 Record Keeping. City is responsible for keeping accurate records of City's required NPDES Permit compliance activities and providing the data and other required materials to County for inclusion in the annual report.

Section 5. City Authorization.

5.1 Authorization. City Authorizes County to do all things reasonably necessary to carry out the responsibilities listed under Section 3 of this Agreement, including but not limited to:

- (a) providing the County Services;
- (b) accessing and conducting routine inspections of City's MS4 and monitoring all outfalls located within City's municipal boundaries;
- (c) enforcing the Stormwater Management Ordinance;
- (d) reviewing proposed development plans and land disturbance requests and issuing permits pursuant to the Stormwater Management Ordinance;
- (e) charging and collecting the stormwater utility fee structure set forth in the Stormwater Utility Fee Ordinance; and
- (f) serving as City's designated representative pursuant to Part IV. D of the NPDES Permit.

5.2 Exclusion. The following activities are specifically excluded from the City's delegation of authority to the County:

(a) City is responsible for reviewing proposed development plans to ensure compliance with City's zoning, building code and floodplain requirements. City agrees to participate in preconstruction meetings with County development staff; provide any pre-permit reviews of any applicable City ordinances or regulations other than the Stormwater Management Ordinance; provide certification (where necessary) that said plans are in accordance with City ordinances.

(b) Any proposed new developments or land disturbing activity undertaken by City will be reviewed and permitted by the South Carolina Department of Health and Environmental Control.

(c) County shall not be responsible for the quality or accuracy of the data provided by the City.

Section 6. Miscellaneous.

6.1 Liability. City is responsible for all terms and conditions of the NPDES Permit within its municipal boundaries, and will be subject to enforcement actions resulting from non-compliance, with the exception of those activities identified in this Agreement that are to be performed on behalf of City by the County. County assumes responsibility for completion of those tasks identified in this Agreement to the extent City provide all required documentation or other supporting information to the County in a timely manner.

6.2 Severability. If any section, subsection, sentence, clause, phrases, or portion of this Agreement are for any reason held invalid or unconstitutional by any court or competent jurisdiction, such provisions and such holding shall not affect the validity of the remaining portions of this Agreement.

6.3 Notice. Any notice, demand, request, consent, approval or communication which a Party is required to or may give to the other Party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such Party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

If to the County:

If to the City:

6.4 Applicable Law. This Agreement shall be construed in accordance with the laws of the State of South Carolina.

6.5 Binding Agreement. This Agreement constitutes the entire Agreement between the Parties and any modification shall be in writing and signed by both the City and the County. This 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.

6.6 Term. The term of this Agreement shall be simultaneous with and for the same duration as the NPDES Permit term (generally 5 year terms) and this Agreement shall be automatically renewed when the NPDES Permit is also renewed unless one of the parties to this Agreement gives written notice to the other of its intent to terminate. Said notice must be given at least 180 days in advance, in writing.

6.7 Termination of Prior Agreements. All prior agreements between County and City regarding roles and responsibilities under the NPDES Permit are hereby terminated and superseded by this Agreement.

6.8 Conflicts with the NPDES Permit. If any part of this Agreement is found to be in conflict with the requirements of the NPDES Permit, the requirements of the NPDES Permit take precedence. County and City agree to work cooperatively to rectify any such conflicts, should they arise.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF _____

ATTEST:

By: _____

Its: _____

By: _____

Its: _____

GREENVILLE COUNTY

By: _____

Its: _____

ATTEST:

By: _____

By: _____

Its: _____

Its: _____

Exhibit “A”
County Services

1. Structural Controls and Storm Water Collection System Operation:
 - a. continue to update county-wide outfall inventory database and water quality BMP inventory database;
 - b. perform inspections and enforcement of publicly and privately owned stormwater collection systems.
2. Areas of New Development and Significant Redevelopment:
 - a. review local codes and land development ordinances to identify opportunities to reduce stormwater impacts of new development and areas of significant redevelopment on water quality;
 - b. review and reprioritize, as necessary, water quality, problems, areas, and pollutants of concern (POC);
 - c. update design manual, as needed;
 - d. provide guidance documents for the owner/operators of stormwater quality management facilities;
 - e. maintain a permit tracking system;
 - f. track inspections and maintenance activities performed by private owners;
 - g. implement the IDEAL Model to manage and quantify post-construction water quality load.
3. Existing Roadways:
 - a. revise the Roadway Runoff Management Plan activities with modifications to address water quality, as needed;
 - b. coordinate with SCDOT stormwater program.
4. Flood Control Projects:
 - a. provide an assessment of additional water quality benefits realized from the floodplain management program;
 - b. enforce the County stream buffer requirements. *(Stream buffer requirements were adopted in 2008 by Ordinance No. . 4173) and are codified at § 17-56 of the Greenville County Code). Greenville County intends to adopt the stream buffer requirements as part of its Stormwater Ordinance.)*
5. Municipal Waste Treatment, Storage, or Disposal Facilities:
 - a. develop a Stormwater Pollution Prevention Plan (SWPPP) for City-owned or operated waste, treatment, storage, or disposal facilities that have a high potential to generate stormwater pollutants;

- b. review and update employee training program for appropriate employees involved in the implementation of pollution prevention and good housekeeping practices at City-owned or operated municipal waste treatment, storage, or disposal facilities.
- 6. Illicit Discharges and Improper Disposal.
 - a. continue to implement a program to detect and eliminate (or require the discharger to the MS4 to eliminate) illicit discharges and improper disposal into the MS4;
 - b. enforce the Greenville County Stormwater Ordinance;
 - c. continue the dry weather field screening program;
 - d. investigate suspected illicit discharges and improper disposal including corrective action and elimination;
 - e. develop a spill prevention protocol;
 - f. continue to implement a public notification program.
- 7. Industrial Runoff:
 - a. continue to implement an Industrial Runoff Program to monitor and control pollutants in stormwater discharges to MS4 from industrial facilities.
- 8. Construction Site Runoff:
 - a. develop county-wide uniform rules, regulations and manuals for construction site runoff control and post-construction stormwater management for development and re-development.
 - b. provide plan review, site inspections and enforcement for construction site runoff control and post-construction stormwater management for development and re-development.
- 9. Monitoring:
 - a. continue to develop and implement monitoring and assessment programs including TMDL, impaired waters and ambient monitoring.
- 10. Public Education:
 - a. develop and implement a county-wide public education and outreach program including litter, nutrients, e-coli, oil, yard clippings and the correct use of pesticides, herbicides, and fertilizers.
 - b. coordinate a county-wide public involvement program.

Exhibit “B”
City Services

1. Structural Controls and Storm Water Collection System Operation:
 - a. maintain all City-owned or operated structural stormwater controls according to the maintenance specifications for the feature.
 - b. provide a description of maintenance activities and a maintenance schedule for structural controls to reduce pollutants (including floatables) in discharges from its MS4.
2. Existing Roadways:
 - a. operate and maintain City streets in a manner to reduce the discharge of pollutants, including pollutants related to deicing and sanding activities; implement a litter control program.
3. Flood Control Projects:
 - a. review new stormwater master plans to assess water quality impacts on receiving water for all flood management;
 - b. seek opportunities for water quality improvement when conducting flood control and channel stabilization projects;
 - c. use bio-engineering techniques and vegetation for channel stabilization projects.
4. Municipal Waste Treatment, Storage, or Disposal Facilities:
 - a. implement a Stormwater Pollution Prevention Plan (SWPPP) for City-owned or operated waste, treatment, storage, or disposal facilities that have a high potential to generate stormwater pollutants;
 - b. review and update employee training program for appropriate employees involved in the implementation of pollution prevention and good housekeeping practices at City-owned or operated municipal waste treatment, storage, or disposal facilities;
 - c. ensure that all applicable City staff positions attend appropriate employee training;
 - d. ensure that all new employees receive appropriate training during employee orientation using training PowerPoint presentations provided by the County.
5. Application of Pesticides, Herbicides, and Fertilizers (PHFs):
 - a. Greenville County Soil and Water Conservation District will develop and implement an education program to reduce, to the MEP, pollutants in discharges from municipal separate storm sewers associated with the application of PHFs;
 - b. City will implement the education program within the City;
 - c. ensure City staff who apply PHFs are trained and certified by the Clemson University Regulatory Program for licensed commercial PHF applicators and distributors, as required by state law.

6. Illicit Discharge and Improper Disposal:

- a. assist the County in spill prevention and response activities by using City labor, equipment, and materials for emergency situations within the City including spill response activities on City roads;
- b. implement spill prevention and response procedures for appropriate City personnel;
- c. if the City is the initial discoverer of a spill, quickly assess the nature of the spill and promptly report it to the appropriate authority;
- d. document spill response activities undertaken by the City;
- e. ensure that all applicable City staff positions attend appropriate training for their duties to prevent and minimize the discharge of pollutants into waterways.
- f. coordinate with Renewable Water Resources (ReWa) on the implementation of a Sanitary Sewer Seepage and Infiltration Control Program;
- g. address the removal of sanitary sewer illicit discharges by controlling spills and/or repairing breaks in a timely manner and providing record-keeping of these events; provide assistance to the County and DHEC in addressing the removal of illicit discharges sources by reporting problem sites to the County when found.

7. Construction Site Runoff.

- a. assist in compliance of the NPDES General Permit for Stormwater Discharges from Construction Activities by following the procedures in the co-permittee Construction Compliance Manual.

8. Monitoring:

- a. continue to actively participate in the Reedy River Water Quality Group.

9. Education and Outreach.

- a. continue to participate in public education and outreach programs by including County-prepared articles and materials in City publications, displaying County-prepared brochures in City offices year-round;
- b. sponsoring or participating in two Greenville County Soil and Water Conservation District (GCSWCD) education events per calendar year;
- c. hosting and advertising one listening session/focus group per permit cycle within the City to ensure that the Public Education and Outreach and Public Involvement/Participation programs remain relevant and effective.

CITY COUNCIL AGENDA ITEM

MEETING DATE: August 21, 2023

AGENDA ITEM: 8e

TO: City Council
FROM: Seth Duncan, City Administrator
SUBJECT: Jenkins Streetscaping Funding Appropriation

REQUEST

Staff requests Council appropriate an additional \$1,531,573 from the Capital Fund Fund Balance for the streetscape project on Jenkins Street and Jenkins Court in accordance with GLDTC Project Agreement 586.

HISTORY/BACKGROUND

CoTransCo has completed right-of-way acquisition, final engineering, and has bid out the Jenkins St./Jenkins Court Streetscape project. Bids did come in within expectations, but were higher then previously projected. According to GLDTC Project Agreement 586, the City is responsible for a match of \$1,359,675, all cost overruns, right-of-way acquisition costs, and railroad related expenses. A detailed breakdown of known expenses and revenues is provided below.

Roadway Construction and Streetscaping

| Expenses | | Notes |
|-----------------------|-------------------------|------------------|
| Construction Bid | \$2,953,053.36 | |
| Traffic Design | \$ 8,500.00 | |
| Preliminary Eng | \$ 281,347.57 | |
| CEI | \$ 281,347.57 | |
| Right of Way | \$ 147,000.00 | |
| \$3,671,248.50 | | <i>total</i> |
| Funding Commitments | | Source |
| GLDTC | \$1,359,675.00 | C-Funds (County) |
| Streetscape I | \$ 780,000.00 | Capital Fund |
| \$2,139,675.00 | | <i>total</i> |
| <hr/> | | |
| Difference | \$(1,531,573.00) | Funding needed. |

The City will need to identify and approve additional appropriations for the completion of the roadway construction and streetscaping project along Jenkins St. and Jenkins Court. The funding needed does not include an additional \$1.2 million for the new railroad crossing on Jenkins St. The City has set aside \$325k for the Duke overhead to underground conversion, to which Duke will be matching. The projected cost of the Duke conversion is not known at this time.

At the moment, CoTransCo is within its appeal window, but hopes to award the construction contract to Southern Concrete & Construction in the very near future. Construction should begin in the next 30 to 60 days, but the construction process will be impacted by delays of others.

Duke Energy, despite working with the City for more than 18 months on this project, is not prepared for the overhead to underground conversion and will likely have several conflicting poles that will remain through initial road construction. Staff believes that CoTransCo will be able to complete the Jenkins Court portion of the contract with only conflicts along the sidewalks. Staff is working with Duke to address conflicts within Maverick Yards in order to minimize any construction delays there. We will also be working with other utility providers to ensure conflicts are eliminated as quickly as possible from Duke utility poles.

Lastly, despite having an agreement with the railroad for almost two years, the railroad has done very little to prepare for the new crossing at Jenkins Street. The railroad recently requested documentation and a new easement for the crossing. We do not have a timeline as to when the railroad will be ready to move forward with the project, but they will require a new agreement in the near future. Given this and Duke's conflicts on Jenkins Street, road and streetscape improvements could be delayed for up to a year.

STAFF PROPOSAL/FISCAL IMPACT

Staff proposes utilizing Unassigned Capital Fund Fund Balance in the amount of \$1,531,573 to complete the streetscaping portion of this project. As of October 2022, the Unassigned Capital Fund had a balance of \$3,564,540. As staff closes out FY2023, it is projected that additional funds will be placed into the Unassigned Capital Fund Fund Balance.

CITY COUNCIL AGENDA ITEM

MEETING DATE: August 21, 2023

AGENDA ITEM: 8f

TO: City Council
FROM: Public Works Director, Matthew Fleahman
SUBJECT: Sewer Rehabilitation Program

REQUEST

Authorization is requested to approve amendment 5 to the agreement dated March 17, 2015 between the City of Mauldin and Frazier Engineering, P.A (Now CHA Consulting Inc.).

HISTORY/BACKGROUND

The City of Mauldin's rehabilitation program identified a need for additional funding for sewer rehabilitation and submitted a grant application to the South Carolina Infrastructure Investment Program for funding. On April 27, 2023, the City was informed that a grant amount of \$3,399,750 was awarded to the City for the Basin RG2 Sanitary Sewer Rehabilitation. As part of the grant management, engineering services will be required.

ANALYSIS or STAFF FINDINGS

The City of Mauldin (City) and Frazier Engineering (Engineer) entered into an Agreement dated March 15, 2015 for Engineering-Construction Management Services related to the City's Sewer Rehabilitation Program. Amending the contract will allow for the Engineer to provide general engineering services related to the City's overall rehabilitation program and providing design and construction management services for the City's sewer rehabilitation construction projects.

The amendment will authorize the Engineer to implement the rehabilitation work in accordance with the grant from the South Carolina Infrastructure Investment Program. Staff is requesting that Council approve the amendment – see attached amendment.

FINANCIAL IMPACT

The cost associated with this amendment is 420,000 dollars. The budgeted municipal match for the grant was 600,000 dollars and these engineering fees will be paid from the match. The remaining 180,000 dollars from the budget match will apply to construction costs.

RECOMMENDATION

Staff recommends the City Council approve the amendment.

EXHIBIT D
AMENDMENT NO. 5 TO THE AGREEMENT DATED MARCH 17, 2015
BETWEEN
THE CITY OF MAULDIN AND CHA CONSULTING, INC.

**Design, Bidding and Construction Management Services related to the City's Basin RG2
Sanitary Sewer Rehabilitation Project (SCIIP Grant Project)**

Project Background

The City of Mauldin (City) and CHA Consulting, Inc. (CHA; formerly Frazier Engineering, P.A.) (Engineer) entered into an Agreement dated March 15, 2015 for Engineering-Construction Management Services related to the City's Sewer Rehabilitation Program. The Scope of Work included in the Agreement included providing general engineering services related to the City's overall rehabilitation program and providing design and construction management services for the City's sewer rehabilitation construction projects.

The Engineer provided design and construction management for the City's 2015 Sewer Bond Project and has provided continuous, ongoing engineering services to the City related to the City's overall sewer evaluation and rehabilitation program, including program review meetings, master planning, sewer system evaluation surveys (such as smoke testing and manhole inspections), flow monitoring, and coordination with ReWa.

Amendment No. 1 and 2 added manhole rehabilitation work throughout the City's sewer system to the Agreement. Amendment No. 3 added engineering design and construction management services related to the City's Basin 5 Sewer Rehabilitation Project (RIA Grant Project). Amendment No. 4 added engineering design and construction management services related to the City's Basin 4 Sewer Rehabilitation Project (ARPA Funds).

This Amendment No. 5 adds engineering design and construction management services related to the City's Basin RG2 Sanitary Sewer Rehabilitation Project (SCIIP Grant Project).

Scope of Work added by Amendment No. 5

The Engineer assisted the City in applying for a South Carolina Infrastructure Investment Program (SCIIP) Grant in September 2022 to construct the Basin RG2 Sanitary Sewer Rehabilitation Project. The South Carolina Rural Infrastructure Authority (RIA) is administering the SCIIP grants. The City was awarded the SCIIP Grant (\$3,399,750 Grant). In the application, the City agreed to apply at least \$600,000 to the project to cover a portion of the rehabilitation construction (\$180,000) and all of the engineering fees (\$420,000; SCIIP does not cover engineering fees).

The Basin RG2 Sanitary Sewer Rehabilitation project includes rehabilitating approximately 12,500 feet of 8" to 12" sewers in the City's Basin RG2 via cured-in-place pipe lining (CIPP). Point repairs will be performed as necessary to facilitate the CIPP lining. This project will rehabilitate the clay sewers in Basin RG2. The remaining sewers in the basin are PVC,

ductile iron, or CIPP lined sewers. The sewers in this area have been previously televised and most of the major structural issues have been repaired. Therefore, the amount of point repairs to facilitate the CIPP lining should be minimal. The sewers will be cleaned and televised prior to CIPP lining as is required as part of the process. Limited manhole rehabilitation will be performed as necessary to include installing new frames/covers, resetting frames/covers, coating manholes with cementitious mortar, and rebuilding benches/inverts. Extensive manhole rehabilitation has already been performed in the project area by coating most (if not all) of the manhole interiors with a specialized cementitious mortar. All of these rehabilitation techniques will extend the life of the sewers and manholes by at least 50 years.

This Amendment No. 5 includes Design, Bidding and Construction Services as outlined below.

Design Services

The Engineer will perform all work required to develop and complete a final set of Contract Documents (Drawings and Specifications) for receipt of bids. Proposed tasks include the following:

Project Meetings: CHA and the City have previously reviewed the project and scope of work when the SCIIP Grant Application was developed. Additional project meetings will be held as deemed necessary to review the scope of work, project specifics, and project implementation.

Review Available Project Information: CHA will review all existing available information on the sewers and manholes included in the project areas as part of preparing the Contract Documents.

Perform Field Investigations: CHA will perform field investigations of the project area during the design phase to provide some general insight on the area to assist in preparing the Contract Documents. Some manhole inspections will be performed as part of the field work.

Contract Documents: CHA will complete final Contract Documents (Drawings and Specifications) suitable for receipt of bids. The Drawings will include only plan views of the project area with the sewers to be evaluated/rehabilitated clearly identified (this will be implemented as a find-and-fix project so plan views of the sewer are sufficient). Standard details will be shown on the Drawings along with general notes summarizing and specifying the required work and how the project will be implemented.

For the Specifications, CHA will use typical front-end documents and general conditions, complete the Bid Form and Measurement and Payment, develop the required Special Provisions for this project, and provide our standard rehabilitation technical specifications.

Review Meeting and Review of Documents: CHA and the City will meet to review the Contract Drawings and Specifications as deemed necessary. CHA will incorporate all of the City's review comments and changes into the final Contract Documents.

Surveying: Surveying will not be required for this project.

Right-of-Way Drawings: No right-of-ways will be required for this project.

Develop Encroachment Permits: Encroachment permits will be developed during construction as necessary once the final required rehabilitation work is determined.

Obtain all Necessary Permits: No permits are anticipated for this project.

Bidding Services

CHA will provide the following bidding services:

- Assist the City in advertising the project for bids (City will advertise in SCBO)
- Distribute Contract Documents to interested Bidders/Contractors
- Answer questions that may arise and issue addenda as necessary
- Attend and conduct the pre-bid conference
- Conduct bid opening at the City's office
- Review the bids received and develop a bid tabulation
- Verify the Bidder's/Contractor's licenses and bid bond
- Review all documents received from Bidders/Contractors
- Provide a recommendation of award to the City
- Submit all required bidding documentation to RIA for the SCIIP review and approval process
- Award the Contract upon approval by RIA
- Schedule and coordinate the pre-construction conference at the City's office

Construction Services

CHA will provide construction administration services presented below. This project is assumed to have a construction duration of 450 days (15 months or 65 weeks).

- Conduct the pre-construction conference including developing meeting minutes.
- Review and process all shop drawings.
- Coordinate weekly with the Contractor and discuss the planned work and work progress.
- Develop Encroachment Permits throughout construction as necessary. The exact excavation work that will be required will be determined as the project progresses. CHA will complete all necessary encroachment permits for all work in County and SCDOT roads. CHA will coordinate with the agencies to obtain approval of the permits.
- Review mainline CCTV data performed by the Contractor and identify required rehabilitation, including any required point repairs, cured-in-place pipe lining (CIPP), and sewer replacement work (if CIPP is not feasible). Note that all CCTV performed

under this project will be in PACP format and documented with PACP coding and scoring to meet the requirements of ReWa's Technical Standards.

- Review identified rehabilitation in the field for constructability and construction issues/obstacles and confirm final rehabilitation recommendations.
- Issue rehabilitation work to the Contractor based on the recommended rehabilitation.
- Ensure Contractor is coordinating all work with surrounding homeowners.
- Make periodic site visits during the critical work to review the construction progress and quality of construction and verify that the design requirements are being followed.
- Answer questions from the Contractor and clarify the design as necessary.
- Issue field orders and change orders as necessary.
- Coordinate with Greenville County and/or SCDOT as required during construction.
- Provide copies of daily field reports to the City.
- Conduct monthly progress meetings and develop meeting minutes
- Review and approve pay estimates.
- Review all acceptance testing, including final post-rehab TV inspections and CIPP product tests. All test reports/information will be required for payment approval.
- Provide all CCTV inspections performed on this project to the City on a hard drive at the conclusion of the project. All CCTV will be performed in PACP format.
- Witness all acceptance testing.
- Perform a final inspection of the work and develop a punchlist.
- Prepare Record Drawings/Documents
- Coordinate with RIA on closeout of the project and SCIIP Grant including providing all necessary closeout documents

Project Schedule

The City received SCIIP approval to proceed in June 2023. The project will be advertised for bids in July/August 2023, and the contract is expected to be awarded to the construction contractor by November 2023. Construction will be completed in 2025.

Compensation

The budgeted upper limit cost for the work and expenses defined herein is **\$420,000**. The budget is presented on the attached spreadsheet. This upper limit includes design, bidding services and construction services as described herein. The approximate breakdown of costs is as follows:

| | |
|---------------------------|------------------|
| ▪ Design Services = | \$37,317 |
| ▪ Bidding Services = | \$11,760 |
| ▪ Construction Services = | <u>\$370,923</u> |
| Total Upper Limit = | \$420,000 |

Engineering services will be billed on an hourly basis at the attached labor rates up to the proposed upper limit amount. Direct costs (postage, printing, etc.) will be billed at cost. Travel will be billed at the allowable IRS rate (currently \$0.655 per mile). The upper limit amount will not be exceeded unless specifically approved in writing by the City.

Owner's Responsibilities

The Engineer anticipates needing the City's assistance with the items/issues listed below during design. Other issues may arise as our work progresses. Note that some of the items may have already been provided.

- Providing available information (mapping, SSES, rehab schedules, etc.) for the subdivisions/project areas
- Providing typical details as applicable and available
- Attending review meeting(s) to finalize design
- Reviewing the final design documents and providing comments
- Assisting with discussions with impacted property owners
- Obtaining necessary rights-of-way (not anticipate for this project)

IN WITNESS WHEREOF, the parties hereto have caused their names to be set as of the day and year first below written.

City of Mauldin

By: _____

Printed: _____

Title: _____

Date: _____

CHA Consulting, Inc.By: Aaron M. Frazier

Printed: Aaron M. Frazier, P.E.

Title: Business Practice Leader

Date: 7/13/23

Attachment: Labor Rate Schedule - 2023 (1 page)

LABOR RATE SCHEDULE - 2023

The hourly rates are for the 2023 calendar year. The Engineer reserves the right to revise annually by written amendment to reflect inflationary increase not to exceed 8% per year.

LABOR CLASSIFICATION

HOURLY RATE

| | |
|--|----------|
| Project Director | \$250.00 |
| Senior Project Manager | \$215.00 |
| Project Manager | \$195.00 |
| Senior Project Engineer | \$175.00 |
| Project Engineer II | \$155.00 |
| Project Engineer I | \$130.00 |
| Senior Engineering Technician/GIS Specialist | \$115.00 |
| Engineering Technician | \$95.00 |
| Senior Engineering Designer | \$145.00 |
| CADD Technician | \$95.00 |
| Administrative Assistant | \$65.00 |
| Senior Construction Observer | \$120.00 |
| Construction Observer | \$105.00 |
| Field Crew/SSES Leader | \$95.00 |
| Field Crew/SSES Assistant | \$90.00 |

EXPENSES

| | |
|---|------------------------|
| Mileage - IRS Rate | Currently \$0.655/mile |
| Telephone, Postage, Printing, Travel (Meals/Lodging/Per Diem) | At Cost |
| Subconsultants | At Cost |

City of Mauldin
Basin RG2 Sanitary Sewer Rehabilitation Project (SCIIP Grant Project)
Engineering Fee Breakdown

DESIGN SERVICES

| 2023 RATE (\$/hour) | PROJECT MEETINGS (hours) | EXISTING DATA REVIEW (hours) | FIELD REVIEW (hours) | PLANS (hours) | SPECS (hours) | RIA GRANT COORDINATION (hours) | TOTAL HRS | TOTAL COST |
|----------------------------------|--------------------------------|------------------------------------|----------------------------|------------------|------------------|--------------------------------------|-----------|--------------------|
| Project Director | 8 | | | 4 | 4 | 4 | 20 | \$5,000.00 |
| Project Manager | 8 | | 16 | 8 | 8 | | 40 | \$7,800.00 |
| Senior Project Engineer | | 8 | | 32 | 32 | 8 | 80 | \$14,000.00 |
| Senior Engineering Technician | | | 16 | 60 | | | 76 | \$8,740.00 |
| SUBTOTAL | | | | | | | | \$35,540.00 |
| Expenses (5% of Subtotal) | | | | | | | | \$1,777.00 |
| TOTAL | | | | | | | | \$37,317.00 |

BIDDING SERVICES

| | RIA GRANT COORD (hours) | TOTAL HRS | TOTAL COST |
|----------------------------------|-------------------------------|-----------|--------------------|
| Project Director | 2 | 10 | \$2,500.00 |
| Project Manager | 8 | 24 | \$4,680.00 |
| Senior Project Engineer | 12 | 20 | \$3,500.00 |
| Administrative Assistant | | 8 | \$520.00 |
| SUBTOTAL | | | \$11,200.00 |
| Expenses (5% of Subtotal) | | | \$560.00 |
| TOTAL | | | \$11,760.00 |

CONSTRUCTION ADMINISTRATION AND INSPECTION

| CONSTRUCTION DURATION | 15 MOS | 65 WEEKS | | | | | | |
|----------------------------------|-----------|----------|------------|-------------|----------------------|-------------------|-----------|---------------------|
| | | | # OF WEEKS | TOTAL HOURS | CONTRACT CLOSEOUT | SCIIP CLOSEOUT | TOTAL HRS | TOTAL COST |
| Project Director | 0.5 HRSWK | 65 | 32.5 | | | 2 | 34.5 | \$8,625.00 |
| Project Manager | 8 HRSWK | 65 | 520 | | 16 | 16 | 552 | \$107,640.00 |
| Senior Project Engineer | 4 HRSWK | 65 | 260 | | 8 | 8 | 276 | \$48,300.00 |
| Senior Construction Observer | 24 HRSWK | 65 | 1560 | | 16 | 0 | 1576 | \$189,120.00 |
| SUBTOTAL | | | | | | | | \$353,685.00 |
| Expenses (5% of Subtotal) | | | | | | | | \$17,238.00 |
| TOTAL | | | | | | | | \$370,923.00 |

SUMMARY OF ENGINEERING FEES

| | |
|--------------------------------------|---------------------|
| DESIGN | TOTAL COST |
| BIDDING | \$37,317.00 |
| CONSTRUCTION ADMINISTRATION | \$11,760.00 |
| TOTAL | \$370,923.00 |
| CONSTRUCTION AMOUNT | \$3,600,000.00 |
| ENGINEERING FEE AS % OF CONSTRUCTION | 11.7% |

CITY COUNCIL AGENDA ITEM

UPDATED

MEETING DATE: August 21, 2023

TO: City Council

FROM: Business & Development Services Director, David C. Dyrhaug
City Administrator, Seth Duncan

SUBJECT: Request to Wave Late Penalty Fees

OVERVIEW

The City has received a request from the legal counsel retained by Keller Williams Greenville Central to waive the late penalty fees for their 2023 business license. The Renewal Application was signed by the CEO/Team Leader on June 12, 2023, and was received by the City on or around that time. All business license renewal applications were due by April 30, 2023.

According to their attorney, they were waiting for a written decision from the hearing on their 2022 business license appeal before they proceeded to pay the fees for their 2023 business license. The Renewal Application submitted was done so based upon the applicants NET Sales and not Gross Sales as determined by Council. The City's legal counsel responded to Keller Williams' legal counsel and informed them that they (Keller Williams) have incorrectly calculated their 2023 business license tax amount due to their gross sales being significantly underreported. The amount required for payment under protest must be at least 80 percent of the amount due and they initially failed to meet this threshold. They were further been notified that the failure to pay the full amount due under protest could ultimately affect the late fees owed if their current appeal fails. The applicant was informed that only City Council can decide to grant such a request.

The Finance & Policy Committee voted unanimously to forward this Agenda Item to Council with no recommendation.

After the Committee Meeting, legal counsel for the applicant paid the remaining portion of the protest amount owed.

Current Late Fee: May, June, July, August = 20%

COUNCIL OPTIONS

Staff makes no recommendation regarding this Agenda Item, but does provide several options for Council consideration.

Option 1 – DENIAL of the applicant's request to wave late fees.

Option 2 – APPROVE the applicant's request and wave ALL late fees.

Option 3 – APPROVE a partial wavier of late fees.



CAMPBELL TEAGUE

16 W. NORTH ST.
GREENVILLE, SOUTH CAROLINA 29601

Greenville, 6/21/2023

VIA Email:

sduncan@mauldincitysc.com

Mauldin City Administrator
Seth Duncan

Re: Keller Williams Greenville Central 2023 Business License Application

Mr. Duncan,

As the City of Mauldin is aware, our firm has been retained by Keller Williams Greenville Central ("KWGC") regarding a business license fee dispute for the tax year of 2021. City Council for Mauldin held a meeting on May 1, 2023 regarding this issue.

The business license fee for the tax year of 2022 was due on May 1, 2023. As stated above, the hearing regarding KWGC's fees for 2021 was held on the same date. KWGC did not receive a written decision from the hearing until May 18, 2023. Due to these circumstances, KWGC awaited a decision by the City of Mauldin before proceeding with any payment of this year's current fees. KWGC is ready and willing to pay the fees for the 2023 year, under protest, but believes any late fees should be waived due to the timing of the May 1, 2023 hearing and the outcome of the same. Therefore, we are respectfully requesting that the late fees be waived for KWGC's 2023 application for renewal of its business license.

If you have any questions and or concerns, please do not hesitate to contact our office.

Very truly yours,

CAMPBELL TEAGUE LLC

Beau Brogdon

DUGGAN & HUGHES, LLC
ATTORNEYS AND COUNSELORS AT LAW

John B. Duggan
Daniel R. Hughes
Evan C. Bramhall
J. Alexander Zimmerman

457-B Pennsylvania Avenue
Greer, South Carolina 29650
Telephone: (864) 879-0144 or (864) 334-2500
Facsimile: (864) 879-0149

Mailing Address
Post Office Box 449
Greer, S.C. 29652

July 19, 2023

Via Email and Regular Mail: beau@campbellteague.com

Beau Brogdon
Campbell Teague
16 W. North Street
Greenville, SC 29601

Re: Keller Williams Greenville Central Business License Renewal Application 2023

Dear Beau:

The City is in receipt of Keller Williams Greenville Central Business ("KWGC") 2023 Renewal Application, IRS Form 1065 showing gross receipts of \$[REDACTED] for 2022, KWGC's payment under protest in the amount of \$[REDACTED], and your request for a waiver of late fees for your 2023 application.

Consistent with the City's position for KWGC's business license tax due for its 2022 Renewal Application, KWGC's determination of its business license tax for its 2023 Renewal Application is incorrect. KWGC underreported its gross sales in the amount of \$[REDACTED]. Accordingly, the total amount owed is \$[REDACTED] as shown by the City's handwritten changes to KWGC's 2023 Renewal Application attached hereto. The correct amount of payment under protest would be eighty (80%) of the amount due or \$[REDACTED]. After credit for the amount already paid (\$[REDACTED]), KWGC owes \$[REDACTED] for its payment under protest. Keep in mind that the failure to pay the full amount due under protest could affect the amount of late fees ultimately due from KWGC if KWGC's current appeal fails (subject to your request for a waiver of the same).

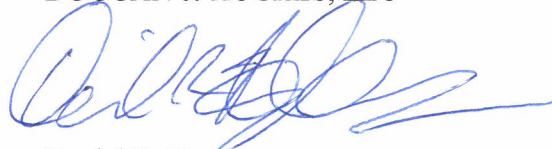
It appears that the parties' positions regarding the amount of the business license tax due for KWGC's 2023 application is the same as its 2022 application. The City consents to holding in abeyance any appeal to City Council that KWGC may assert for its 2023 application pursuant to S.C. Code Ann. §6-1-410 during the current appeal before the Administrative Law Court. If you need anything further regarding this issue, please let me know.

Regarding your request to waive late fees, as we discussed, only Council can decide to grant this request. This request will be presented to the City of Mauldin Finance and Policy Committee for consideration at its meeting on August 7, 2023 at 6:00 pm at Mauldin City Hall. The Committee will determine if your request should be presented to full Council. You or a representative of KWGC is welcome to address the committee at this meeting.

If you have any questions or concerns, please let me know.

Sincerely,

DUGGAN & HUGHES, LLC

A handwritten signature in blue ink, appearing to read 'D. Hughes', with a long horizontal flourish extending to the right.

Daniel R. Hughes

DRH/tab

cc: Seth Duncan and David Dyrhaug (via email)

CITY COUNCIL AGENDA ITEM SUMMARY

MEETING DATE: August 21, 2023
AGENDA ITEM: 8h

TO: City Council
FROM: City Administrator Seth Duncan
SUBJECT: Recreation Department Copier Contracts

REQUEST

City Council is requested to approve the signing a contractual agreement with Dex Imaging (they bought Konica Minolta) for Recreation Department copier services.

HISTORY/BACKGROUND

In January of 2020, the City contracted with Konica Minolta for several copiers in an effort to consolidate the contracts to one vendor and only have one consolidated copier lease. At the time this was done, there were machines at the Cultural Center, Judicial Department, Sports Center and Senior Center that had newer contracts that could not be bought out because they had several years remaining. The other department copiers have since been added to the main lease.

There are two copiers at the Sports Center (one main copier and a smaller one at the front desk) and one at the Senior Center that now have expiring leases. These are the last copiers to be added to the consolidated lease.

Dex Imaging has quoted the larger copiers with a program which does not have any per copy overages; this saves the City money and also allows for easier budgeting, as we would know a true price each month, instead of having to estimate. The current lease has per copy charges on each machine. The two main copiers would be the same model leased for the other departments in January 2020.

The quote for the smaller copier includes 1200 copies/prints per month with the excess billed at \$.01 each.

The current average bill for all three copiers is **\$1,534.48 per month**.

A quote is attached to make this lease co-terminus with the leases approved in January 2020, having them term at the same time.

TIMELINE/FISCAL IMPACT

Adding the Senior Center copier and both Sports Center copiers to the lease initially approved in January 2020, to end in June 2025 will cost will be **\$1063.41 per month** and includes all service, parts, supplies, and maintenance.

There is a savings of approximately \$471 per month on the 20-month lease (Co-terminus). Pursuant to Council approval, the copiers could be installed in two to three weeks.

RECOMMENDATION

Staff recommends acceptance of the quote from Dex Imaging for the co-terminus lease ending in June 2025 for the three copiers in the Sports Center and Senior Center. Dex Imaging is piggybacking on Konica Minolta's South Carolina State contract #4400010832.

ATTACHMENTS

Quote from Dex Imaging



Proposal Prepared for



City of Mauldin

Barney Pannell

Sales Account Executive

DEX Imaging

10 Falcon Crest Drive, STE 150, Greenville, SC 29607
PHONE 336-209-1849

Current Expenses: 2 Xerox W7835's & Kyocera M2540dw

| | Lease and Service Program | |
|---|---|------------------------------------|
| 2-Xerox W7835 & Kyocera M2540dw | Lease and Service included = \$1515.78 Mth Black & White allowed 4,500 mo. Excess @ \$0.0125 Black avg – 4,000 Color Images allowed 7,000 mo Excess @ \$0.085 Color avg - 7220 or \$18.70 extra per mo. | All Parts, Labor, & Toner Included |
| <p>Total Lease - \$1515.78 mo.</p> <p>Avg Additional Mth Expense \$18.70</p> <p>Total Lease plus Service & Overage Fees</p> <p>\$1,534.48 mo</p> | | |

Investment and Service

| | Service Program | |
|--|--|---|
| Konica Minolta 2-C250's & BH4050ii | C250 - Service Base - \$148.00* Mth each Device Unlimited Color and B/W copies/prints – No escalation Konica BH4050i – Service base = \$12.00 Allowed 1200 Black prints/copies mo. Excess billed @\$0.01 each | All Parts, Labor, & Toner Included |

EQUIPMENT Monthly Investment:

20 month FMV Lease -- \$755.41 mth Plus tax

To end co-terminus with other Konica Leases 6/16/25

Service Base Rate *Both Copiers combined \$296.00 Mth

Konica C250i 's = Unlimited Copies/Prints – Color and B/W – No Meter Charge and No Escalation for the Term of the Lease

.

Konica BH4020i – Service Base \$12.00 for 1200 Copies/Prints mo.
Excess billed @ \$0.01 each

*Includes All Service, Parts, and Supplies (Toner). Maintenance is Billed Separate from the Monthly Lease Payment

Total Lease plus Service

20 mth – Co-Terminus – Lease and Service =
\$1,063.41 mth Plus Tax

CITY COUNCIL AGENDA ITEM

MEETING DATE: August 21, 2023

AGENDA ITEM: 8J

TO: City Council
FROM: Public Works Director, Matthew Fleahman
SUBJECT: Oak Park Stormwater Project

REQUEST

Authorization is requested to amend the resolution for acceptance and funding of the Oak Park Stormwater Project.

HISTORY/BACKGROUND

The City of Mauldin is part of Greenville County's MS4 Stormwater permit. As part of the permit, the City is responsible for drainage structures within City-Owned rights-of-way (ROWs). The Public Works Department inspects and maintains these drainage systems so that stormwater will be properly conveyed to drainage outfalls. In many portions of the City, stormwater drainage structures were constructed off the ROW and on private property. These conveyances sometimes traverse several properties before emerging back on City owned property. In accordance with State Law and City Policies, the City is not responsible for these drainage structures on private property. In instances where drainage systems on private property have been addressed by the City, the property owner and the City establish utility easements which grant access and authority over the inspection and maintenance of the newly installed/repaired drainage structure.

The Oak Park Stormwater project includes the restoration of a drainage network that travels through Springfield Park, across Oak Park, and down Elkwood. Sometime in the past, this entire stream network was filled in and had its water conveyed through two 48-inch pipes. These pipes are located on private property and have begun to fail. Large sink holes have been created in the places where the pipe joints have separated and flooding has been an ongoing issue throughout the drainage basin.

ANALYSIS or STAFF FINDINGS

The City identified a desire to address stormwater issues off City-Owned ROWs. As part of Task Order 1 with KCI, several locations around the City were assessed and modelled. Two of the areas of concern identified had designs completed and were submitted to the South Carolina Office of Resilience for grant funding. A total of 76 applications were submitted and while the Bishop Heights project did not score high enough, on April 12, 2023 the City was awarded 1,166,153.50 dollars for the Oak Park Stormwater Project.

The original resolution signed May 15, 2023 is being amended to remove the engineering fees from our municipal match. This removal will allow the City to pay KCI the engineering fees under our existing contract and have no impact on the project moving forward. If the City did not amend this resolution, the City would be required to re-bid engineering services for this project, postponing both the start and completion dates of the project.

FINANCIAL IMPACT

The City was awarded 1,166,153.50 dollars from the South Carolina Office of Resilience which has been funded through the American Rescue Plan Act Stormwater Infrastructure Program (ASIP). A municipal match of 676,153.50 is required by the City for this project. The remaining funds removed from the municipal match will be paid out of ARPA funds under the City's existing contract with KCI..

RECOMMENDATION

Public Works recommends that the Mayor and Council amend the resolution.

AMENDMENT TO RESOLUTION NO. : 2023 - 4

(AMENDMENT TO) A RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL TO EXECUTE AN AMERICAN RESCUE PLAN ACT (ARPA) STORMWATER INFRASTRUCTURE PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF MAULDIN AND THE SOUTH CAROLINA OFFICE OF RESILIENCE TO FUND A STORMWATER INFRASTRUCTURE IMPROVEMENT PROJECT THAT WILL MITIGATE THE IMPACT OF FUTURE DISASTERS.

WHEREAS, all terms of original Resolution (No. 2023-4) signed May 15, 2023, are to be upheld unless modified by this amendment; and

WHEREAS, all references in Resolution No. 2023-4 to the Oak Park Drive mitigation project's Award Determination Letter terms and conditions shall be for the modified Award Determination Letter as amended August 8, 2023; and

WHEREAS, the City of Mauldin agrees to provide a Commitment of Funds Letter, signed by the applicant and the governing body, that identifies the funding source(s) for the **\$676,153.50** needed to complete the Oak Park Drive Project. (This clause modifies the \$1,166,153.50 asserted in Resolution No. 2023-4 signed May 15, 2023).

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Mauldin, South Carolina this ____ day of _____, 2023, that the City of Mauldin respectfully accepts funding provided by the South Carolina Office of Resilience through the ARPA Stormwater Infrastructure Program to fund infrastructure improvements that will mitigate the impact of future flooding.

BE IT FURTHER RESOLVED that the City of Mauldin respectfully accepts responsibility for completion of the Project, any defects or failures, and the long-term maintenance after completion.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR, the ____ day of _____, 2023.

Mayor

ATTEST:

Cindy Miller, Municipal Clerk