



PUBLIC WORKS COMMITTEE MEETING

MONDAY, AUGUST 7, 2023 | 6 PM

4th Committee Meeting

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

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

**PUBLIC WORKS COMMITTEE MEETING
AUGUST 7, 2023, 6PM
CITY HALL - COUNCIL CHAMBERS
5 E. BUTLER ROAD**

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

- | | |
|--|----------------------------|
| 1. <u>Call to Order</u> | Chairperson Jason Kraeling |
| 2. <u>Public Comment</u> | Chairperson Jason Kraeling |
| 3. <u>Reading and Approval of Minutes</u> | Chairperson Jason Kraeling |
| a. Public Works Committee Meeting: July 3, 2023 [Page 3-6] | |
| 4. <u>Reports or Communications from City Officers</u> | Chairperson Jason Kraeling |
| a. PW Director Matthew Fleahman | |
| 5. <u>Unfinished Business</u> | Chairperson Jason Kraeling |
| There is no unfinished business. | |
| 6. <u>New Business</u> | Chairperson Jason Kraeling |
| a. Stormwater Intergovernmental Agreement [Pages 7-17] | |
| b. Jenkins Streetscaping Funding Appropriation [Pages 18-19] | |
| c. Sewer Rehabilitation Program- Amendment 5 with CHA
[Pages 20-27] | |
| 7. <u>Public Comment</u> | Chairperson Jason Kraeling |
| 8. <u>Committee Concerns</u> | Chairperson Jason Kraeling |
| 9. <u>Adjournment</u> | Chairperson Jason Kraeling |

MINUTES
PUBLIC WORKS COMMITTEE MEETING JULY 3, 2023, 6PM
CITY HALL - COUNCIL CHAMBERS 5 E. BUTLER ROAD
5th AND FINAL COMMITTEE

Committee Members present: Jason Kraeling (Chair), Carol King, Michael Reynolds
Others present: PW Director Matthew Fleahman and City Administrator Seth Duncan

1. Call to Order- Chairman Kraeling

2. Public Comment- None

3. Reading and Approval of Minutes

a. Public Works Committee Meeting: June 5, 2023

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

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

4. Reports or Communications from City Officers

a. PW Director Matthew Fleahman

i. Budget Review

Sanitation was over budget in the old fiscal year.

The Street department has started pouring curbs to help with stormwater. The machine being used is labor intensive. In the future, the department may ask for a more commercial machine.

5. Unfinished Business- There is no unfinished business.

6. New Business

a. Resolution 7-2023 Sale of Fixed Assets

With the purchase of new trucks and equipment over the past three years, the City now has old, outdated, and/or damaged equipment which is stored at the Public Works Facility. Municipalities have historically gotten rid of the old equipment at auctions. This process requires staff hours to both set up and manage the process. This whole process can now be managed easily with the use of the Gov Deals website. Public Works has taken over the sale of equipment from all City Departments. All revenue from the sale of the equipment will be added to the General Fund for the City of Mauldin.

Motion: Councilwoman King made a motion to send this resolution to Council with

Councilman Reynolds seconding.

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

b. GLDTC 612.01 Agreement

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

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

c. Discussion: Janitorial Services Contract

Over the years, cleaning services for City Hall and the Cultural Center have been completed by both paid employees and contract service providers. During the 2022-2023 fiscal year the oversight of this service was transferred to the Public Works Department. During this period, the service was provided by a full-time employee and a part-time employee.

In June 2023, the City of Mauldin solicited three responsible bids to replace the employees with a professional service in accordance with the City's purchasing policy. Staff met with each vendor and walked through both facilities to explain the scope of service. Bids were received at the end of the month and staff reviewed each submittal.

The cost associated with the contract is 4,705 dollars per month. The Public Works Department will be forfeiting one full-time position to offset the cost of the professional service.

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

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

d. Discussion: Whispering Oaks Road Acceptance

The Whispering Oaks Homeowners Association is requesting to add Endeavor Circle to the City's roadway inventory.

The City was not able to accept the streets when the townhome community was completed because they were constructed as private driveways which neither meets a public or private street standard.

In addition to the roadway standards, a utility right of way at least 44 wide for the streets in this community would be required. The right-of-way in Whispering Oaks is only as wide as the pavement which is 24 feet.

There is no cost associated with accepting the roadway into the inventory; however, there would be costs associated with paving the roadway in the future. Using current pricing from the Greenville Legislative Delegation Transportation Committee (GLDTC) contract, the cost to replace this roadway with full base reclamation would be approximately 143,351 dollars. The justification for full base reclamation prices is that the roadway was not originally constructed to public street standards and a full rebuild would be required to meet our standards

This item will be brought back to committee at a later date.

7. Public Comment-

Terry Merritt: I am currently the Mayor and live at 214 Fairfield Drive in Mauldin, South Carolina. A couple of things I am confused on. You talked about pouring new gutters. Are we pouring new gutters on streets with residents who request it like roads who don't have rolled asphalt, such as what I call curbing? Or are we just taking requests for those who want curbing at a higher level? That is my question. I didn't know we were pouring gutters now. Putting gutters on streets that don't have them.

Chairman Kraeling: These are curbs, not gutters.

Terry Merritt: Curbs. Sorry. Everywhere I said gutters, put curbs. That was one question. The second one that came up, I believe we entertained a few years ago as we did future paving with the company, that we would grind and pave. Hopefully that is still the case. Are we grinding before we pave like we did on Hyde Circle? Those are the two areas I was kind of confused on.

Mr. Fleahman: The curb is the vertical portion; the gutter is what takes the water. We are only pouring curbs. We don't have the capability to form a rolled curb that you see in the new developments. We can patch those, but our curb machine makes the old-style square curbing. With the exception of one lot in Knollwood, and that is always the case in Knollwood, every location we have replaced the curbing to the acceptable standard. There was one house in Knollwood that was just concerned about the roadway drainage coming off and into their property. We did a curb on his road frontage on the left. I don't have the address in front of me. It is the third or fourth on the left from the dollar store.

In the four years I have been here, we have diligently made sure the previous roadway surface has been removed, milled down, and repaved to the existing height prior to milling activity.

Councilwoman King said three plus years ago, there was a study done that we could take a substance and fill in the cracks. She asked if we were doing that. Mr. Fleahman said we got a crack filling machine in 2021. The filling has to be done when it is cool outside. The hot temperature makes it peel out when tires go over it.

8. Committee Concerns- None

9. Adjournment- Chairman Kraeling adjourned the meeting at 7:33 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

PUBLIC WORKS COMMITTEE

AGENDA ITEM

MEETING DATE: August 7, 2023

AGENDA ITEM: 6a

TO: Public Works Committee

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 Public Works Committee and 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.

PUBLIC WORKS COMMITTEE

AGENDA ITEM

MEETING DATE: August 7, 2023

AGENDA ITEM: 6b

TO: Public Works Committee
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.

PUBLIC WORKS COMMITTEE

AGENDA ITEM

MEETING DATE: August 7, 2023

AGENDA ITEM: 6c

TO: Public Works Committee
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 Public Works Committee and 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	\$250.00	8			4	4	4	20	\$5,000.00
Project Manager	\$195.00	8		16	8	8		40	\$7,800.00
Senior Project Engineer	\$175.00		8		32	32	8	80	\$14,000.00
Senior Engineering Technician	\$115.00			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	\$250.00	2	10	\$2,500.00
Project Manager	\$195.00	8	24	\$4,680.00
Senior Project Engineer	\$175.00	12	20	\$3,500.00
Administrative Assistant	\$65.00		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		\$250.00	0.5 HRS/WK	32.5		2	34.5	\$8,625.00
Project Manager		\$195.00	8 HRS/WK	520	16	16	552	\$107,640.00
Senior Project Engineer		\$175.00	4 HRS/WK	260	8	8	276	\$48,300.00
Senior Construction Observer		\$120.00	24 HRS/WK	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%