

PUBLIC WORKS COMMITTEE MEETING

TUESDAY, SEPTEMBER 5, 2023 | 6 PM

2nd Committee Meeting

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

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

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

| 1. | Call to Order | Chairperson Jason Kraeling |
|----|--|----------------------------|
| 2. | Public Comment | Chairperson Jason Kraeling |
| 3. | Reading and Approval of Minutes a. Public Works Committee- August 7, 2023 [Pages 3-5] | Chairperson Jason Kraeling |
| 4. | Reports or Communications from City Officers a. PW Director Matthew Fleahman | Chairperson Jason Kraeling |
| 5. | <u>Unfinished Business</u> There is no unfinished business. | Chairperson Jason Kraeling |
| 6. | New Business a. Resolution- Transfer of Assets from ReWa to City of Mauldin [Pages 6-16] b. Discussion- Recycling Program Change [Pages 17-18] | Chairperson Jason Kraeling |
| 7. | <u>Public Comment</u> | |
| 8. | Committee Concerns | Chairperson Jason Kraeling |
| 9. | <u>Adjournment</u> | Chairperson Jason Kraeling |
| | | Chairperson Jason Kraeling |

MINUTES

PUBLIC WORKS COMMITTEE MEETING AUGUST 7, 2023, 6PM CITY HALL - COUNCIL CHAMBERS 5 E. BUTLER ROAD 4th Committee Meeting

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: July 3, 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

The vehicles and equipment have been listed on GovDeals. Some have been re-listed, so the numbers will be presented to the committee next month.

5. Unfinished Business- There is no unfinished business.

6. New Business

a. Stormwater Intergovernmental Agreement- This is a request to authorize the intergovernmental agreement between the City and Greenville County. We have been operating under the 2010 agreement. The new agreement includes more descriptive detail. There are no other changes and no financial impact.

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

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

b. Jenkins Streetscaping Funding Appropriation- 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.

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 than 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.

Staff proposes utilizing Unassigned Capital Fund Fund Balance in the amount of \$1,531,573 to complete the streetscaping portion of this project.

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

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

c. Sewer Rehabilitation Program- Amendment 5 with CHA- 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.

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.

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

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

7. Public Comment

a. Brian Patton- 123 Kingsley Drive. Mr. Patton spoke at a previous Council meeting regarding collapsed pipes behind Papa's and Beer. A meeting was arranged with Mr. Fleahman, the Mayor and Mr. Duncan. It was agreed that this is a problem, but there is a question as to whose responsibility it is. SCDOT has stated there has been no change to the pipes in 32 years that should have contributed to the system failure and advised the problem is the property owner's responsibility. Mr. Patton said the property is being destroyed.

- Slides were shown of the ponds in Knollwood and slides of flooding yards. The pond being discussed is now full of dirt and silt.
- b. Lisa Schneider- 116 Muirwood Drive. Mrs. Schneider had a PowerPoint she presented with videos and pictures of flooding. She has been told the problems are coming from natural erosion. She is asking for help from the City.
- c. David Untener- 104 Muirwood. He drove by Dollar Tree and the retention pond had about a foot of water. He said the pond should have had water in it from the torrential rain that fell this evening. He doesn't think the pond has been planned properly. Calls to the County do not work.
- d. Bill Schneider- 116 Muirwood Drive. He called DHEC to set up a meeting on his property. DHEC did not show up to meet with him, but did come out and look at the creek. The DHEC staff member told him the flooding is due to natural erosion. Mr. Schneider said if you take all of the mud out of the pond and put it back in the creeks, the creeks would be full of mud. The pond has been there for 45 years, but this problem only started a few years ago. Where is all the mud from 45 years?
- **8. Committee Concerns-** Chairman Kraeling asked if this property was part of the stormwater evaluation that was just done. Mr. Fleahman said no, there is a property at Edgewood Drive that was included. Chairman Kraeling said the City is working on stormwater, but it is very expensive. Some good results have been received from the curbing that public works is installing.
- **9. Adjournment-** Chairman Kraeling adjourned the meeting at 7:24 p.m.

Respectfully Submitted, Cindy Miller Municipal Clerk

PUBLIC WORKS COMMITTEE AGENDA ITEM

MEETING DATE: September 5, 2023

AGENDA ITEM: 6a

TO: Public Works Committee

FROM: Public Works Director, Matthew Fleahman

SUBJECT: Transfer of Assets – Pine Forest Gravity Main

REQUEST

Authorization is requested to execute the Right-of-Way (ROW) Assignment of Facilities and the Quit-Claim Deed for the transfer of assets from Renewable Water Resources (REWA) to the City of Mauldin.

HISTORY/BACKGROUND

During the design phase of the Indigo Pointe Subdivision, REWA required that the developer upsize the associated pump station to accommodate the flow from approximately 100 homes in the Pine Forest Subdivision. This upsizing allowed REWA to decommission a pump station in the Pine Forest Subdivision once a gravity connection to the Indigo Pointe was made.

ANALYSIS or STAFF FINDINGS

During the 2021 calendar year REWA worked with MetroConnects and the City of Mauldin to design a series of new gravity mains and manholes to redirect flow into the City's collection system network. Construction activities began in 2022 and finished by the end of the year. Approximately 290 linear feet of new sewer main and one manhole was installed to connect to the City's system.

All appropriate sewer system tests were conducted and passed under the supervision of City staff. The City's system started accepting flows at the end of 2022 and no issues have been noted to date. The final step in the process is to transfer ownership of these assets from REWA to the City of Mauldin. The new line bisect two individual parcels, so two separate documents are necessary for the ROW assignment.

FINANCIAL IMPACT

The City of Mauldin did not contribute to the construction of these assets; however, pump station fees have been levied on the homes tributary to this line and will contribute to the sewer enterprise fund.

RECOMMENDATION

Staff recommends the Public Works Committee and the City Council execute these documents.

RIGHT OF WAY AND ASSIGNMENT OF FACILITIES

| | | PROJECT: | PINE FOR | REST PUMP | STATION |
|-------------------------|---|--------------------|----------------|--------------|----------------|
| | | | ELIMINA | TION | |
| STATE OF SOUTH CAROLINA |) | | | | |
| |) | Greenville Co | ounty Block | Book Designa | tion as of: |
| COUNTY OF GREENVILLE |) | District | Sheet | Block | Lot |
| | | Block Book: | M009.04-01 | -040.00 | |

1. **KNOW ALL MEN BY THESE PRESENTS**: That **Renewable Water Resources**, a body politic under the laws of South Carolina, **Grantor**, in consideration of \$10.00 (Ten and no/100ths Dollars) and other valuable consideration, paid by **City of Mauldin**, hereinafter called the **Grantee**, its successors and assigns, receipt of which is hereby acknowledged, do hereby grant and convey unto the said Grantee a right of way in and over my (our) tract(s) of land situate in the above State and County and deed to which is recorded in the office of the ROD, of said State and County in Book 1637, Page 871 (see also Resolution recorded in the office of the Register of Deeds, of said State and County in Book 2363, Page 4535), encroaching on my (our) land a distance of 165.5 linear feet, more or less, and being on that portion of my (our) said land 25 feet wide. The area in the permanent right of way is 4.282 square feet, more or less. The area conveyed is shown on **Exhibit "A"** attached hereto and made a part hereof by reference and shown on a print on file in the offices of Renewable Water Resources.

The Grantor(s) herein by these presents warrants that they are legally qualified and entitled to grant a right of way with respect to the lands described herein and that there are no liens, mortgages, or other encumbrances to a clear title to these lands.

- 2. Grantor desires to transfer its ownership rights in and to the to 165.5 linear feet of eight-inch (8") PVC sanitary sewer line to the existing manhole, together with all other valves, fixtures appurtenances up to the manhole, with the exception that such existing manhole described on Exhibit A as "EXIST. MANHOLE TO REMAIN WITH METROCONNECTS" is to remain owned by MetroConnects (the "Transferred Sewer Facilities") as more particularly shown and described on Exhibit "A".
- 3. Grantor hereby further quit claims, assigns, conveys, sells and transfers all of its right, title and interest in and to the Transferred Sewer Facilities to Grantee, its successors and assigns.
- 4. Grantee hereby accepts and confirms transfer of the Transferred Sewer Facilities and assumes all rights and obligations to service, maintain, repair and replace the sanitary sewer lines and appurtenances thereof that comprise the Transferred Sewer Facilities.

The expression or designation "Grantor" wherever used herein shall be understood to include the Mortgagee, if any there be.

- 5. The right of way is to and does convey to the Grantee, its successors and assigns the following: The right and privilege of entering the aforesaid strip of land, and to construct, maintain and operate within the limits of same, pipe lines, manholes, and any other adjuncts deemed by the Grantee to be necessary for the purpose of conveying sanitary sewage and industrial wastes, reclamation and transportation of water and electronic data transmission, telecommunications, including fiber optics, and to make such relocations, changes, renewals, substitutions, replacements and additions of or to the same from time to time as said Grantee may deem desirable; the right at all times to cut away and keep clear of said uses any and all vegetation including but not limited to branches, limbs or other outgrowth that projects onto the right of way which might, in the opinion of Grantee, endanger or injure the uses or appurtenances, or interfere with their proper operation or maintenance to the easement, the right of ingress to and egress from said strip of land across the land referred to above for the purpose of exercising the rights herein granted; provided that the failure of Grantee to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time and from time to time to exercise any or all of same. No building shall be erected over underground use nor so close thereto as to impose any load thereon.
- 6. It is Agreed: That Grantor, its successors and assigns, may plant crops, maintain fences and use this strip of land, provided: That crops shall not be planted over any pipes or other underground facilities where the tops of the pipes are less than eighteen (18) inches under the surface of the ground; that the use of said strip of land by Grantor shall not, in the reasonable opinion of Grantee, interfere or conflict with the use of said strip of land by Grantee for the purposes herein mentioned, and that no use shall be made of the said strip of land that would, in the reasonable opinion of Grantee, injure, endanger or render inaccessible the usage of the right of way or their appurtenances.
- 7. It is further agreed: That in the event a building or other structure should be erected contiguous to said pipe line, no claim for damages shall be made by Grantor, its heirs or assigns, on account of any damage that might occur to such structure, building or contents thereof due to the operation or maintenance, or negligence of operation or maintenance, of said pipe lines or their appurtenances, or any accident or mishap that might occur therein or thereto.

| | he hand and seal of the Grantor(s) herein and of the Mortgagee, if any, has hereunto, 2023 A.D. |
|--|---|
| SIGNED, sealed and delivered in the | e presence of: |
| | RENEWABLE WATER RESOURCES |
| | (SEAL) |
| Witness #1 | Ву: |
| Print Name: | Its: |
| Witness #2 | |
| Print Name: | |
| | |
| STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE |) ACKNOWLEDGMENT) |
| I,Renewable Water Resources by its description of the foregoing instrume | , a Notary Public in and for the County and State aforesaid, certify that luly authorized officer, personally appeared before me this day and acknowledged nt on behalf of said entity. |
| WITNESS my hand and off | ficial stamp or seal this day of, 2023. |
| | Notary Public for South Carolina Print Name: |
| | My Commission Expires: |

| | d and seal of the Grantee has hereunto been set this day of |
|--|---|
| SIGNED, sealed and delivered in the presen | nce of: |
| | CITY OF MAULDIN |
| | (SEAL) |
| Witness #1 | Ву: |
| Print Name: | Its: |
| Witness #2 | |
| Print Name: | |
| | |
| STATE OF SOUTH CAROLINA) COUNTY OF GREENVILLE) | ACKNOWLEDGMENT |
| I,, a N Mauldin by its duly authorized officer, per foregoing instrument on behalf of said entit | Notary Public in and for the County and State aforesaid, certify that City of resonally appeared before me this day and acknowledged execution of the ty. |
| WITNESS my hand and official sta | amp or seal this, 2023. |
| | Notary Public for South Carolina Print Name: |
| | My Commission Expires: |

| STATE OF SOUTH CAROLINA |) | |
|-------------------------|---|---------------------------------|
| |) | QUIT-CLAIM DEED AND TRANSFER OF |
| COUNTY OF GREENVILLE |) | SEWER LINE AND APPURTENANCES |

[GRANTEE IS A POLITICAL SUBDIVISION OF THE STATE OF SOUTH CAROLINA EXEMPT FROM RECORDING FEES UNDER S.C. CODE ANN., SECTION 12-24-40(2)]

THIS QUIT CLAIM DEED AND TRANSFER OF SEWER LINE AND APPURTENANCES is entered into August ____, 2023 by and between **RENEWABLE WATER RESOURCES** ("<u>Grantor</u>") and CITY OF MAULDIN ("<u>Grantee</u>") for the transfer and ownership of certain sanitary sewer lines, easements and appurtenances as further described below.

RECITALS

- A. Grantor acquired an easement and right of way by Right of Way filed for record in the ROD Office for Greenville County, SC in Deed Book 2627 at Page 4343 on June 24, 2021, given by James C. Taylor, III and Frances M. Taylor, Tax Map# M009.04-01-004.02 (the "property").
- B. Grantor desires to transfer its ownership rights in and to 124.8 linear feet of eight inch (8") pvc sanitary sewer line together with all manholes, valves, fixtures appurtenances attached thereto across the property (the "<u>Transferred Sewer Facilities</u>").
- C. Grantor desires to transfer its ownership rights in and to the 25' wide permanent easement across the property, which is 124.8 liner feet with an area of 2,998 square feet, more or less, as more particularly shown and described as "Perm. 25' Sanitary Sewer Easement to be Transferred to Mauldin" on Exhibit "A" attached and incorporated herein (the "Easement").
- D. Grantee desires to accept the ownership of the Transferred Sewer Facilities and Easement for the purposes of the ownership, operation and maintenance of the Transferred Sewer Facilities.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

- 1. Grantor hereby quit claims, assigns, conveys, sells and transfers all of its right, title and interest in and to the Transferred Sewer Facilities and Easement to Grantee, its successors and assigns.
- 2. Grantee hereby accepts and confirms transfer of the Transferred Sewer Facilities and Easement and assumes all rights and obligations to service, maintain, repair and replace the sanitary sewer lines and appurtenances thereof that comprise the Transferred Sewer Facilities.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this date and year first above written.

RENEWABLE WATER RESOURCES

| | (SEAL) |
|-------------------------------------|--|
| Witness #1 | D |
| Print Name: | By: |
| | Its: |
| Witness #2 | |
| Print Name: | |
| | |
| STATE OF SOUTH CAROLINA |) ACKNOWLEDGMENT |
| COUNTY OF GREENVILLE |) ACKNOWLEDOWIENT) |
| aforesaid, certify that Renewable V | , a Notary Public in and for the County and Stat Vater Resources by its duly authorized officer, personally knowledged execution of the foregoing instrument on behalf |
| WITNESS my hand and office | cial stamp or seal this day of, 2023. |
| | |
| | Notary Public for South Carolina |
| | Print Name: |

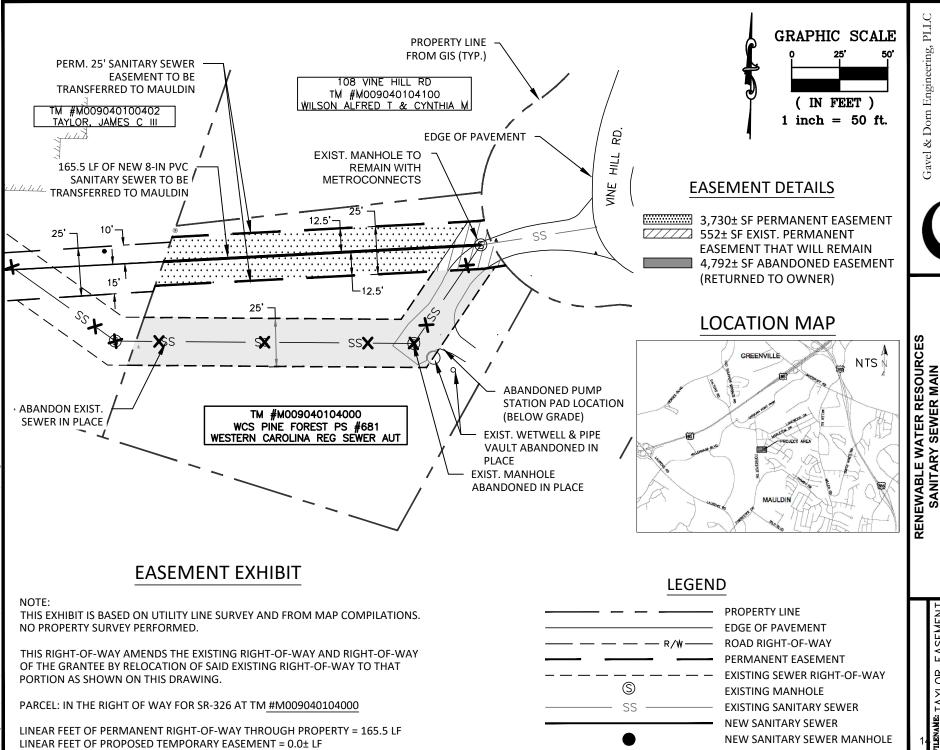
IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this date and year first above written.

CITY OF MAULDIN

| | (SEAL) |
|--|---|
| Witness #1 | D |
| Print Name: | By: |
| Time Ivanic. | |
| Witness #2 | _ |
| Print Name: | _ |
| STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE |) ACKNOWLEDGMENT) |
| aforesaid, certify that | , a Notary Public in and for the County and State |
| and acknowledged the execution of the | City of Mauldin personally appeared before me this day foregoing instrument on behalf of said entity. |
| WITNESS my hand and officia | l stamp or seal this day of, 2023. |
| | |
| | Notary Public for South Carolina |
| | Print Name: |
| | My Commission Expires: |

EXHIBIT ATransferred Sewer Facilities and Easement

(See Attached Drawing)

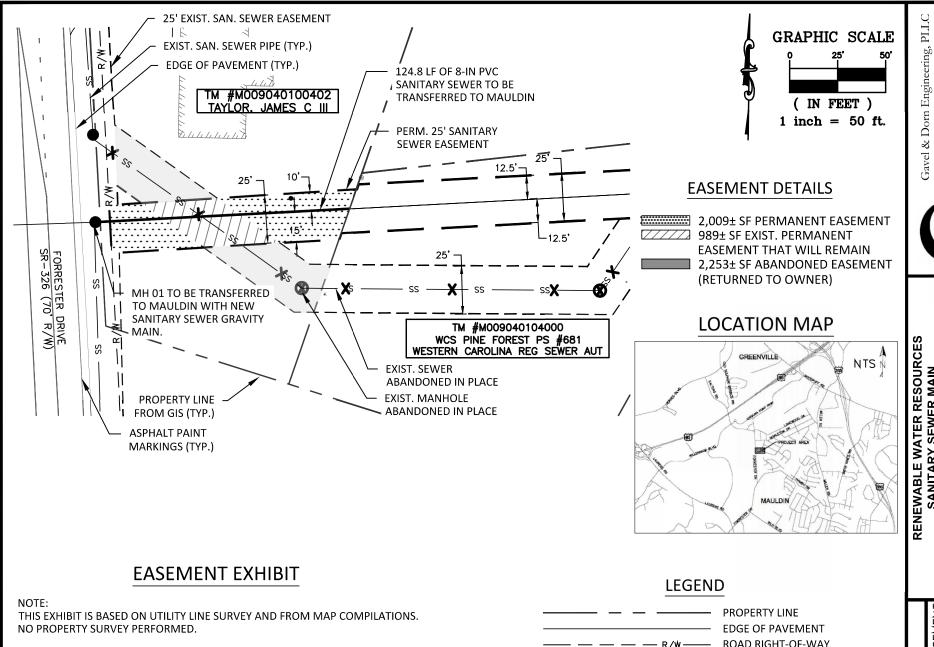


1200 Woodruff Rd. Suite C7 Greenville, SC 29607 864-412-8760



ELIMINATION PROJECT RIGHT-OF-WAY ACQUISITION PINE FOREST PUMP

> EASEMENT 50, TAYLOR



THIS RIGHT-OF-WAY AMENDS THE EXISTING RIGHT-OF-WAY AND RIGHT-OF-WAY OF THE GRANTEE BY RELOCATION OF SAID EXISTING RIGHT-OF-WAY TO THAT PORTION AS SHOWN ON THIS DRAWING.

PARCEL: IN THE RIGHT OF WAY FOR SR-326 AT TM #M009040100402

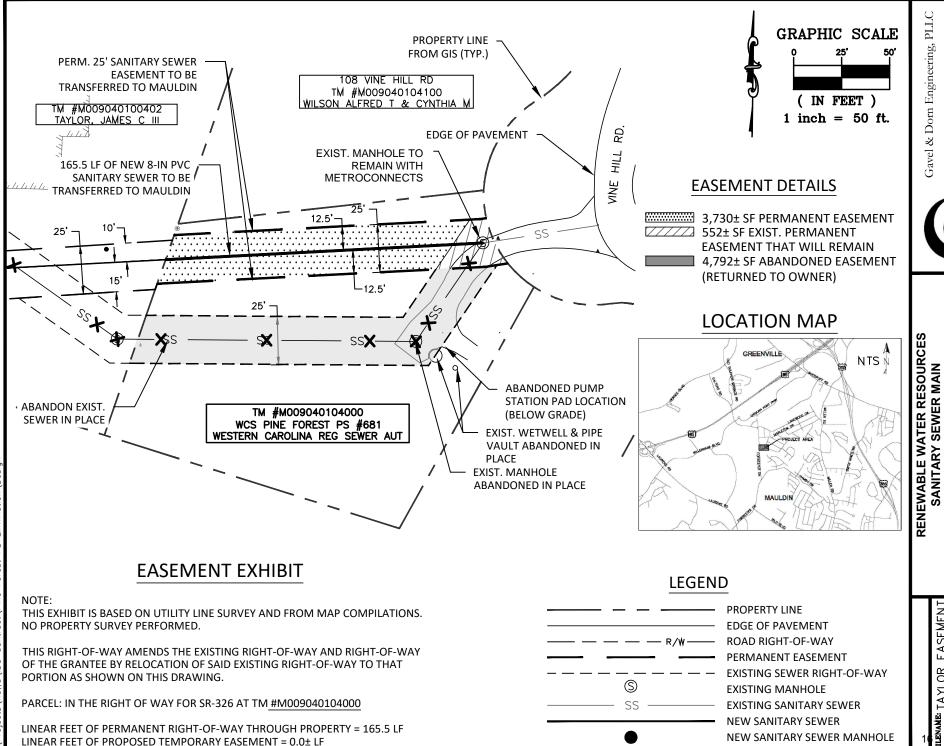
LINEAR FEET OF PERMANENT RIGHT-OF-WAY THROUGH PROPERTY = 129.0 LF LINEAR FEET OF PROPOSED TEMPORARY EASEMENT = 0.0± LF

ROAD RIGHT-OF-WAY PERMANENT EASEMENT **EXISTING SEWER RIGHT-OF-WAY** S **EXISTING MANHOLE EXISTING SANITARY SEWER NEW SANITARY SEWER NEW SANITARY SEWER MANHOLE**

STATION ELIMINATION PROJECT RIGHT-OF-WAY ACQUISITION PINE FOREST PUMP

1200 Woodruff Rd. Suite C7 Greenville, SC 29607 864-412-8760

EASEMENT 1": 50' TAYLOR LENAME



1200 Woodruff Rd. Suite C7 Greenville, SC 29607 864-412-8760



ELIMINATION PROJECT RIGHT-OF-WAY ACQUISITION PINE FOREST PUMP

> EASEMENT 50, TAYLOR

PUBLIC WORKS COMMITTEE AGENDA ITEM

MEETING DATE: September 5, 2023

AGENDA ITEM: 6b

TO: Public Works Committee

FROM: Public Works Director, Matthew Fleahman

SUBJECT: Recycling Program Changes

REQUEST

For discussion only, the Public Works Department would like to present its plan for the implementation of side arm trucks for daily curbside recycling pickup.

HISTORY/BACKGROUND

The City of Mauldin began its implementation of side arm trucks into the Sanitation Division in March 2020. Initially, the plan was only to replace trash trucks; however, the plan evolved, and recycling trucks were added to the replacement plan. During the 2021 fiscal year, City Council approved the purchase of two side arm trucks to replace the rear loading recycle trucks. Delivery dates for the trucks continued to be pushed back due to several issues; however, they are now part of the City's fleet.

Unlike trash, recycling services have been provided in more than one container. Both a roll out can and a small bin have been utilized for curbside services. Side-arm trucks cannot serve the small bin, so in anticipation of the transition, Public Works discontinued the sale of small bins in 2021.

ANALYSIS or STAFF FINDINGS

In order to minimize confusion over the transition to side-arm recycling service, the Public Works Department intends to generate and distribute a door hanger to every Sanitation customer in the City which will include the cost of blue cans, the start date of the trucks, locations to place blue cans, materials accepted in blue cans, and notice that blue bins will no longer be served. In addition to the door hangers, the Public Works Department intends to initiate a 45-day public outreach campaign on both the City's Website and social media, sharing the same information presented on the door hangers. In both cases, it will be clearly identified that the City will not be providing blue cans for free and it will be the responsibility of the homeowner to purchase a can if recycling services are desired.

TIMELINE

If the proposed plan requires modification, a new timeline will be generated. If approved, door hangers will take approximately fourteen days to be designed and printed. Forty-five days will be the duration of the social media outreach with the recycling start date to be the first Monday after the close of the outreach.

RECOMMENDATION

Staff recommends the Public Works Committee consider the plan and provide any comments or recommendations.