

City of Travelers Rest
City Council Meeting Agenda
Thursday, November 16, 2023
6:00 p.m.
City Hall Council Chambers

Please join us at City Hall in Council Chambers or on our YouTube Channel at:

<https://www.youtube.com/@cityoftravelersrest6747>

Civility Pledge: I pledge to build a stronger and more prosperous community by advocating for civil engagement, respecting others and their viewpoints, and finding solutions for the betterment of my city.

OATH OF COUNCILMEMBER

- INDUCTION OF CATHERINE STANFORD JAMES
By John James

1. Call to Order and Pledge of Allegiance

Mayor Amidon will lead the Pledge of Allegiance

2. Invocation

Councilmember Byers

3. Approval of the Minutes of Previous Meeting

- a. Regular Council Meeting on October 19, 2023

4. Citizen Participation (*Speakers limited to 5 minutes*)

- a. Upstate Greenways and Trails Alliance
Matthew Hudson-Flege

5. Ordinances & Resolutions for Second Reading

- a. Ordinance to Establish Fire Service Fee

6. Committee Reports

- a. Public Works Committee report from November 6, 2023 – Chair Criss
- b. Public Safety Committee report from November 6, 2023 – Chair Byers

- c. Planning & Development Committee report from November 6, 2023 – Chair Vest
- d. Review Ways & Means financial report for October – Chair Bumgarner

7. Ordinances and Resolutions for First Reading

- a. MS4 Agreement with Greenville County
- b. Travelers Rest United Methodist Church Public Parking MOU
- c. Resolution to provide Check Signing Authority to Carson Ruffrage

8. Old Business

- a. None

9. New Business

- a. None

10. Miscellaneous Matters

- a. Administrative Update

11. Adjournment

CITY OF TRAVELERS REST

REGULAR COUNCIL MEETING MINUTES

Thursday, October 19, 2023, 6:00 p.m.

City Hall Council Chambers

Present: Mayor Brandy Amidon; Councilmembers Grant Bumgarner, Kelly Byers, Shaniece Criss, Lisa Lane, Sherry Marrah, and Wayne McCall

Also Present: Eric Vinson, City Administrator; Carson Ruffrage, City Clerk; Ben Ford, Police Chief; Mike Forman, Planning Director; Mac McMakin, Asst. Fire Chief, and Greg Robertson, Fire Chief

Absent: Councilmember Brantley Vest

1. Call to Order and Pledge of Allegiance

- a. Mayor Amidon called the meeting to order at 6:00 p.m.
- b. Council and staff recited the Pledge of Allegiance

2. Invocation

- a. The Invocation was given by Councilmember Criss.

3. Approval of the Minutes of Previous Meeting

- a. Mayor Amidon called for a motion to approve the minutes for the Regular Council Meeting held on September 21, 2023. Councilmember Bumgarner motioned to approve, motion was seconded by Councilmember Lane and carried unanimously.

4. Citizen Participation

- a. Jennifer Taylor, Director for Philanthropy for Shriners Greenville discussed the Turkey Trot and Roll that occurs November 11, 2023. Ms. Taylor also wanted to make everyone aware of what the Shriners do in Greenville County. Shriners is here for children no matter their insurance or ability to pay.

5. Ordinances & Resolutions for Second Reading

- a. None

6. Committee Reports

- a. Chair Criss provided a summary of the Public Works Committee report from October 9, 2023.
- b. Chair Byers provided a summary of the Public Safety Committee report from October 9, 2023.
- c. Vice Chair Bumgarner provided a summary of the Planning & Development Committee report from October 9, 2023.
- d. Chair Bumgarner provided a summary of the Ways and Means Committee report from October 9, 2023.

Chair Bumgarner made a motion to accept the September financial report as presented. Councilmember Criss seconded. Motion carried unanimously.

7. Ordinances and Resolutions for First Reading

- a. Ordinance to Establish Fire Service Fee
 - i. The few adjustments discussed during committee are included: non-profits can enter into an agreement with the city; any agreement includes an inflationary adjustment or increase because of call volume; lastly, can address delinquent payments through the SC Debt Collection Act.
 - ii. Bumgarner accepted the motion as presented in our packet, Criss seconded. The discussion was opened to the council.
 - iii. Bumgarner noted that amendments can be made by the Administrator and approved by Council.
 - iv. The open discussion included how the fining and waiving of fines are handled, adding language to allow the Administrator to waive up to one call per year so that it doesn't clog Council, and emphasizing that it is a fee for service. Call volume for churches is low, so they shouldn't be greatly affected.
 - v. The city's lawyer has reached out to the Attorney General about only applying to non-profits that have overnight stay, but that opinion letter hasn't come back yet. Councilmember McCall wanted to wait until Attorney Childs received a response from the Attorney General. Administrator Vinson noted that even when the city receives a response, the calculation method will be difficult. By passing the ordinance, Council simplifies the process and gives them immediate leverage.
 - vi. Mayor Amidon with Councilmembers Byers, Bumgarner, and Criss voted in favor of moving the ordinance to 2nd reading. Councilmembers Lane, Marrah, and McCall opposed.

8. Old Business

- a. None.

9. New Business

- a. None.

10. Miscellaneous Matters

- a. The Board of the Farmer’s Market is hosting Council for dinner immediately after the meeting.
- b. Councilmember Byers talked about how a member of the community praised Chief Ford’s creativity and department.

11. Adjournment

- a. There being no other business to come before Council, Councilmember Bumgarner made a motion to adjourn. Councilmember Lane seconded.

_____ Brandy Amidon, Mayor

Completed by _____ Carson Ruffrage, City Clerk

_____ Eric Vinson, City Administrator

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)
)
CITY OF TRAVELERS REST)

ORDINANCE NO. O-11-23

AN ORDINANCE TO ESTABLISH FEES FOR FIRE PROTECTION SERVICES FOR REAL PROPERTY EXEMPT FROM AD VALOREM TAXATION AND TO PERMIT FLAT FEES IN LIEU OF THE RESPONSE FEES.

WHEREAS, S.C. Code 12-37-220 provides in part that the certain properties are exempt from ad valorem taxes. City residents pay ad valorem taxes, in part, to provide for fire services responses for the City.

WHEREAS, S.C. Code 12-37-235 provides that each county and municipality in this State may charge the owners of all real property exempt from ad valorem taxation, except property of the State, counties, municipalities, school districts and other political subdivisions where such property is used exclusively for public purposes, and public libraries located within their respective boundaries, reasonable fees for fire protection. All such fees shall be based on the protection services provided which are maintained in whole or in part by funds from ad valorem taxes. No fees shall exceed the amount of taxes that would be levied on any of the subject property for any one service if the subject property were subject to ad valorem taxation.

WHEREAS, certain properties exempt from ad valorem taxation are responsible for a higher than normal amount of expenses incurred by the City for the protection and services provided for those properties.

WHEREAS, City Council finds that tax exempt properties do not contribute effectively towards the expenses associated with the response of City fire and first responses.

WHEREAS, City Council finds that the costs to the City for responding to fire and first responder calls in the City of Travelers Rest is more than \$800.00 per response, on average,

including the amortized vehicular costs, vehicle acquisition, vehicle maintenance, employees, employee training, employees overhead, amortized equipment costs, equipment acquisition, equipment maintenance, dispatch services, dispatch supervision, fuel, lubrication and administration for the employees and equipment that respond. This average amount and charge include Rescue/EMS, Fire, Hazardous, Severe Weather, Alarm, Service, Overheat/pressure, good intent and special calls. This amount of \$800.00 is estimated to be below the actual call response expenses paid for by ad valorem taxes on properties that pay for fire protection services through their ad valorem real property taxes paid to the City. This amount does not exceed the amount that would have been paid by the subject property for the same service, on average, if the subject property were subject to ad valorem taxation.

WHEREAS, It is fiscally prudent and advisable to charge a fee for fire protection services to these properties.

WHEREAS, the owners of real property exempt from ad valorem taxation often provide a tremendous amount of resources and special services to the City and Community through charitable foundations, schools, institutions of learning, hospitals, churches, parsonages, burial grounds and community non-profits. Many of them offer the City and Community the use of their property for public purposes and are true partners in the quality of life for the City. In contemplation of those types of contributions to the community and instead of paying a fee for each response to their premises which cannot be predicted with any certainty, City Council finds that any real property owner exempt from ad valorem taxation should be allowed in good faith to negotiate an annual fee in lieu of the response fees contemplated by this ordinance. Payment of an annual flat fee in advance of the service being provided would allow the City to benefit from the revenue in advance of providing the service and also benefits the City from having to bill for

the responses and maintain and transmit records for calls to the owner's property. Likewise, it will encourage other non-profits exempt from ad valorem taxes to also contribute special services, uses and contributions to the general welfare of the City and Community and encourage Community involvement for those organizations.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF THE CITY OF TRAVELERS REST, SOUTH CAROLINA:

1. The City shall identify all real properties within the City limits that are exempt from real property taxes pursuant to S.C. Code 12-37-220 et. seq.
2. The owner of said tax exempt property shall be notified by the City of the fee, that they will be charged \$800.00 per response for Fire Department Response Services, that the fee will not be based on the number of employees or the amount of equipment that respond to the call at any particular time but that they are based on the average cost, expenses and overhead of responding to fire service calls and that they will be charged for fire department responses in the amount of \$800.00 per response.
3. In lieu of being charged per response, owners of tax exempt property may also be notified that they can apply or request to the City Administrator for an alternative annual fiscal year flat fee based upon their historic and expected usages of fire protection services, their present call volume, their expected call value, their historic and ongoing contributions to the City and the Community, their involvement with City and Community projects and activities, their resources and ability to pay for the services, the extent of their membership, partnerships with other community organizations, their length of service to the Community, other projects they are involved with in the area and considering the following but not limited to, their contributions to local Community or

City events, contribution to Community or City causes, the involvement of their membership, agents and employee in Community or City events or causes, their contribution to the general quality of community life un the City and the nature of the usage of their property. Such application or request should identify the proposed annual flat fee they are requesting, the number of response calls they expect and a detailed listing of the contributions their organization engages in as set forth above. Applications or requests shall be without charge and agreements shall be negotiated between the City and tax-exempt property owners and any tentative agreement reached must be approved by City Council considering some, all or part of the factors set forth above. All agreements shall be for a term of no more than five (5) years, contain an annual inflationary adjustment, contain an adjustment for expanded usages of the tax-exempt properties owned by the applicant or acquisition of additional real property during the term of the agreement and shall terminate automatically after the 5-year term unless a new application is made and approved by City Council. Response fees incurred by the tax-exempt owners during negotiations for a flat fee or after the five (5) year term expires shall be the responsibility of that owner until such time a valid agreement is approved by the City Council.

4. The City shall bill the tax-exempt property not approved for a flat fee within 60 days of the fire service response which will be mailed to the address provided by the owner for real property purposes maintained by Greenville County.
5. The Flat Fee contracted payment shall be paid in advance of the upcoming fiscal year on or before July 1, of the fiscal year.

6. It shall be unlawful for a tax-exempt property owner to fail to pay the entire bill within 30 days of mailing of the bill or fail to pay the Flat Fee when due. Any default in payment will be subject to a late fee of 5% per month which shall be compounded annually. Any willful failure to pay after 90 days will subject the owner of the tax-exempt property to a fine of \$100.00 for each day thereafter, should the owner shall fail to pay the entire amount due. Any amounts due after 6 months may, at the option of the City Administrator, may subject the tax-exempt property owner to a suspension of all business licenses, franchises, permits, certificates of occupancy, building permits or other permits with the City for their property until such time as the entire bill, plus late fees and fines are paid in full.
7. Any property owner aggrieved by this program shall have 10 days to appeal to the City Administrator or his delegee that due to unavoidable financial hardship they are unable to pay the entire amount due. The notice shall specify the reasons and basis with supporting documents for the appeal. The administrator or his delegee may consider the financial condition of the property owner, the services to the community provided by the tax-exempt property owners as set forth above and other relevant conditions in consultation with the appellant and if unable to resolve the issue he may hold a hearing with the appellant, take testimony and evidence under oath, make a record and make a formal written decision.
8. Any new tax-exempt property qualifying for the Fire Protection Services Response shall be notified promptly in the same manner as above,

THEREFORE, BE IT ENACTED AND ORDAINED by the Travelers Rest City Council that the above is hereby approved by the Travelers Rest City Council.

This Ordinance is effective upon its adoption.

DONE, RATIFIED, AND PASSED this _____ day of _____, 2023.

Brandy Amidon, Mayor

ATTEST:

Carson Ruffrage
City Clerk and Treasurer

REVIEWED:

Eric E. Vinson
City Administrator

Introduced _____
1st Reading _____
2nd Reading _____

Approved as to Form:

s/Robert C. Childs, III

Robert C. Childs, III
Municipal Attorney

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") and the stream buffer criteria for new developments codified at § 17-56 of the County Code (referred to collectively as the "Stormwater Management Ordinances").

(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 Ordinances. County will enforce the Stormwater Management Ordinances 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 Ordinances, including stream buffer requirements for new developments. 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 Ordinances, 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 Ordinances and stream buffer criteria for new developments 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 Ordinances;
- (d) reviewing proposed development plans and land disturbance requests and issuing permits pursuant to the Stormwater Management Ordinances;
- (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 Ordinances; 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 provides 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:

Greenville County
Attn: County Administrator
301 University Ridge, Suite N-4000
Greenville, SC 29601

With copy to:

Greenville County Engineer
Land Development Division
301 University Ridge, Suite S-3300
Greenville, SC 29601

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.

[Signature Page to Follow]

CITY OF _____

ATTEST:

By: _____

By: _____

Its: _____

Its: _____

GREENVILLE COUNTY

ATTEST:

By: _____

By: _____

Its: _____

Its: _____

By: _____

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 criteria for new developments.
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 Management Ordinances;
 - 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.

Memorandum of Understanding
Between Travelers Rest United Methodist Church (TRUMC)
And
The City of Travelers Rest (TR City)
Concerning the TRUMC Parking Lot and Entrance Driveways
October 9, 2023

History:

- In 2015, TR City and TRUMC agreed that the church parking lot could officially be designated as a city-use parking lot.
- In 2022, TRUMC approved TR City's addition of sidewalks to the north entrance and designated handicapped parking near that entrance along with no parking signs along the thoroughfare.

Going Forward:

- TRUMC reserves the right to limit parking to those persons attending activities at TRUMC
 - Every Sunday until 12:00 pm.
 - During any other church service (including, but not limited to, funerals, weddings, Christmas Eve, outdoor services, etc.).
- During those times, TRUMC shall have the right to enforce exclusive use of parking lot through the use of signs, parking lot monitors, or any other legal means.
- During any construction or renovation of its facilities, TRUMC reserves the right to restrict public parking to designated areas.
- Since the lot is considered a TR City public lot:
 - TR City will inspect parking lot at least one time every ninety (90) days to determine condition of parking lot.
 - TR City will provide parking lot maintenance as needed (curb repair, relining, signage) and provide notice to TRUMC of maintenance needed and performed.
 - TR City will resurface and/or repair the lot when needed and provide notice to TRUMC prior to resurfacing and/or repair.
 - TR City will provide jurisdiction over the lot and north entrance with appropriate signage stating so.

- **TR City will provide routine police patrol and protection.**
- **Overnight parking shall not be allowed, and city-provided signage shall state this.**
- **Any changes to the physical layout or addition of parking spaces will have to be approved by TRUMC.**
- **This agreement will automatically renew for successive 5 year terms unless either party notifies the other 6 months prior to the end of any 5-year term of their decision to terminate at the conclusion of the present term.**

TR City Administrator / Date

TRUMC Trustee / Date

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE) RESOLUTION R-02-23

CITY OF TRAVELERS REST)

WHEREAS, Carson Ruffrage has been hired as City Clerk for the City of Travelers Rest; and

WHEREAS, Carson Ruffrage shall be vested with the responsibilities established by the Travelers Rest City Code and State Law; and

NOW, THEREFORE, the City Council of the City of Travelers Rest, duly assembled hereby grants all of said authority vested in the City Clerk by Law and Ordinance to Carson Ruffrage, including but not limited the authority to sign checks, correspondence, and other documents on behalf of the City in the capacity designated by this resolution. She is authorized to sign a standard signature card on the City of Travelers Rest account (s) at the Bank of Travelers Rest or at any other financial institution holding funds in the name of the City, to reflect the authority established by this Resolution. The powers delegated by this Resolution shall remain in effect until further action by City Council to repeal or modify the provisions of the Resolution.

DONE, RATIFIED, AND PASSED THIS 16 DAY OF November, 2023

Brandy Amidon, Mayor

ATTEST:

Carson Ruffrage, City Clerk

REVIEWED:

Eric Vinson, City Administrator