



**ADMINISTRATOR'S REPORT**  
**Kevin Bronson**  
OFFICE OF THE CITY ADMINISTRATOR  
WESTMINSTER, SOUTH CAROLINA

April 5, 2024

**GENERAL INFORMATION**

**New Police Chief – Fred Miller**

The press release announcing the hiring of Fred Miller as Westminster's next Police Chief is attached. Mr. Miller will begin his duties on May 6, 2024.

**Fire Safe South Carolina Community Designation**

Westminster Fire Department joins 151 fire departments across the state in receiving the "Fire Safe South Carolina" designation. These designated communities continually work to reduce fires and related injuries in South Carolina resulting in decreased risks for residents and firefighters. They also promote consistent fire safety messaging and learn the importance of collecting and reporting quality data from fire scenes. The press release from the SC State Fire Commission is attached.

**This Week in Rec: An Update from Recreation Director Herb Poole**

- Preseason baseball and softball tournaments.
- Regular season games for Baseball, softball and tee ball will begin on April 8
- Volleyball will finish its regular season on April 11.
- Participants in need of spring sports equipment may reach out to the Recreation Department for assistance on an as-needed basis.

**Riley Street Property for sale – soliciting proposals**

This week a process for accepting offers to purchase the Riley Street property was posted on the city's website. It can be found here: <https://westminstersc.org/departments/administration/#bids>

**Request for Proposals for Financial Audit Services**

This week an RFP was posted to solicit financial audit services for the city's annual financial audit. The RFP can be found here: <https://westminstersc.org/wp-content/uploads/2024/04/Westminster-2024-Audit-RFP-1.pdf>

**USDA-RD Water System Projects**

Two contractors are being utilized to install the water system improvements funded by the USDA-RD. Both contractors are on schedule. No changes from last week where the following was reported.

*Arrowood General Contracting* is responsible for a grouping of projects entitled Division 1.

- The project areas for Division 1 are: Dawn Drive; Dixon Rd; Phillip Lear; and Dr. Johns Rd.
- Dawn Drive is complete.
- Dixon road is complete, and all customers are now hooked on the new line and one new customer has been connected.
- They have finished laying pipe along Phillip Lear and have begun going south on Dr. Johns Rd toward Tabor Road. Once they reach the intersection of Tabor, they will come back to the intersection of Phillip

Lear and begin Laying pipe north on Dr. Johns Rd toward Campbell.

- Arrowood has made a road crossing at is progressing back up Dr. John's Road toward Cambell Road.
- Arrowood has brought water all the way to Tabor Road and will be pressure testing this section on Monday of next week. After a successful pressure test, bacteriological sampling will begin. Upon successful bacteriological testing, they will apply to DHEC for a partial approval to operate and upon receiving this approval, will begin making customer connections. This may be a few weeks.
- Arrowood currently has less than two miles of pipe left to be laid.

*Payne, McGinn, and Cummins* is responsible for Division 2.

- The project areas in Division 2 are: two sections of Highway 76; Welcome Church Rd to Berry Farm Rd; and Berry Farm Rd to Cleveland Pike Rd.
- PMC continues to install pipe on Welcome Church Rd and have installed approximately 2 miles so far. The two sections of line on 76 have been flooded and chlorinated. Both sections have been pressure tested and passed. Both sections have passed bacteriological samples and DHEC has issued approval to operate these sections. Service connections on this section should begin in the next few weeks.
- All sections that have been skipped over so far due to rock have been connected.
- The connection of this new section to the existing line at Cleveland Pike Road occurred this week. Two Crews are now laying pipe, one from each end working toward each other.
- Flooding of the lines on Welcome Church Rd that have been completed began on Thursday afternoon. This process is being done in approximately 4,000 feet sections. Once the lines are flooded and blown off, pressure testing will occur followed by bacteriological testing on these sections.
- The Section of line on US 76 has been opened to the system and is operating. 7 new fire hydrants are now in operation.
- Two crews continue to lay pipe, one on Welcome Church Road going toward Berry Farm, and the other on Berry Farm Road going toward Welcome Church. Progress is good in both directions.
- PMC has approximately 1 mile of pipe yet to be laid. They have brought water down Welcome Church Road to just before the Boys Camp.
- The valves needed to make the connection to Cleveland Pike Road have been received and should be installed next week.

### Westminster Planning Commission

Nothing to report.

### OJRSA

The OJRSA Board met Monday, April 1, 2024, the draft minutes are attached.

### PMPA

Nothing to report.

### PLEASE MARK YOUR CALENDARS

April 8, 2024 at 2:30 pm to 3:30 pm City Hall Closure to observe the Solar Eclipse

**April 9, 2024 at 4:00 pm Westminster City Council Budget Workshop at the Westminster Fire Department**

**April 9, 2024 at 6:00 pm Westminster City Council Meeting at the Westminster Fire Department**

April 12, 2024 at 11:30 am State of Oconee – Chamber of Commerce at Seneca Middle School

April 15, 2024 at 6:00 pm Westminster Planning Commission Meeting at City Hall

April 17, 2024 at 8:30 am Operations & Planning Committee at OJRSA

April 18, 2024 at 10:00 am PMPA Board Meeting at PMPA  
 April 23, 2024 at 9:00 am Finance & Administration Committee at OJRSA  
**April 30, 2024 at 4:00 pm Special Called City Council Meeting – Budget – Westminster Fire Department**  
 May 6, 2024 at 4:00 pm OJRSA Board Meeting at OJRSA

**City Council Meeting Schedule**

<del>January 9, 2024</del>	<del>6:00 PM</del>	May 14, 2024	6:00 PM
<del>February 13, 2024</del>	<del>6:00 PM</del>	June 11, 2024	6:00 PM
<del>March 19, 2024</del>	<del>6:00 PM</del>	July 9, 2024	6:00 PM
<del>April 2, 2024</del>	<del>2:00 PM</del>	August 13, 2024	6:00 PM
<i>(Special Called for Police Chief Interviews)</i>		September 10, 2024	6:00 PM
April 9, 2024	6:00 PM	October 8, 2024	6:00 PM
April 30, 2024	4:00 PM	November 12, 2024	6:00 PM
<i>(Special Called for Budget Workshop)</i>		December 10, 2024	6:00 PM

**Special Events Calendar**

**April 6, 2024 Back to the Roots Pop-up Market Event, Retreat Street Park**  
*(9:00am to 4:00pm, festival style vendors at Retreat Street)*

**April 20, 2024 Westminster Music Centre presents - Music on Main**  
*(more details to come)*

**May 4, 2024 El Charro’s Cinco de Mayo Celebration, Main Street**  
*(4:00pm to 11:00pm, food vendors and music on Main Street)*

**May 18, 2024 Westminster Music Centre presents – Music on Main**  
*(more details to come)*

**June 18, 2024 Juneteenth Celebration and lecture, the Depot**  
*(more details to come)*

**October 11-12, 2024 South Carolina Bigfoot Festival – downtown Westminster**  
*(more details to come)*

April 05, 2024

City of Westminster  
100 E Windsor St  
Office of the City Administrator

**FOR IMMEDIATE RELEASE:  
CITY OF WESTMINSTER ANNOUNCES FREDERICK MILLER AS CHIEF OF POLICE**



The City of Westminster City Council unanimously appointed Frederick Miller as the City's next Chief of Police at the April 2, 2024 Special Called City Council Meeting. Chief Miller brings an impressive 30 years of law enforcement experience and a commitment of public service to Westminster.

Chief Miller, an Anderson native, has served in various capacities across the Upstate since 1994. This includes as Sergeant Uniform Patrol, Deputy Sheriff, and Community Liaison. As a Sergeant at the Greenville County Sheriff's Office, Chief Miller supervises over 25 deputies for each shift and responds to events with his platoon while providing supervision and strategic leadership to younger officers. Miller brings skills of administrative duties, community relations, and investigations, including international experience as a contracted criminal investigator with the European Union for four years (2007-2010).

Chief Miller will begin on May 6, 2024 and will oversee the Police Department's 8 sworn officers, provide regular reports to City Council, and engage citizens to enrich a sense of community safety. His extensive experience as a leader in law enforcement will prove invaluable for leading the department towards greater achievements.

The City extends its gratitude to Interim Chief of Police Caitlin Pope for her leadership and the stability that she provided for the past 5 months throughout this transition. Caitlin Pope will continue to serve Westminster as Assistant Chief of Police.

"I want to thank City Council and the City Administrator for entrusting me to lead such a great group of men and women. I look forward to serving the community of Westminster," said Chief Miller.

The City welcomes Chief Miller to Westminster and enthusiastically anticipates the impact of his leadership for our department and community. The Westminster Senior Outreach will host a welcome reception for Chief Miller in the coming weeks.

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**For Immediate Release: April 4, 2024**  
Contact: Susan Duncan, SC State Fire  
(803) 896-5790

## **151 S.C. Fire Departments Receive “Fire Safe South Carolina” Community Designation**

Fire Safe South Carolina, and its partners, congratulate 151 fire departments across the state on receiving their “Fire Safe South Carolina 2023 Community Designation.”

These designated communities continually work to reduce fires and related injuries in South Carolina resulting in decreased risks for residents and firefighters. They also promote consistent fire safety messaging and learn the importance of collecting and reporting quality data from fire scenes.

The 151 fire departments receiving the designation this year represent a 15 percent increase.

“The enthusiasm for obtaining this designation continues to grow,” Community Risk Reduction Chief Josh Fulbright said. “Many departments have received this recognition for the first time, some seek it again with new purpose, and others receiving since the 2017 inception continue to build depth within their organization.”

Departments will be formally recognized in June during an award ceremony at the Fire-Rescue Conference in Myrtle Beach, SC.

To earn the “Fire Safe South Carolina” designation, fire departments must complete courses to improve data quality, train community partners to deliver in-home safety visits, and further develop their skills through online National Fire Academy courses in risk reduction and assessment.

Last year, because of their efforts, 250 community partners were identified, nearly 500 fire service members were educated on risk reduction-related topics, and more than 650,000 citizens were educated on fire and life safety topics.

“As a result of the hard work, commitment, and dedication of our 151 Fire Safe South Carolina fire departments and their community partners, more than half a million citizens were educated on ways to stay “Fire Safe,” Fulbright said. “Efforts will not stop there. We will continue to work together to educate even more people and implement other risk reduction practices proactively to get ahead of calls for service in South Carolina.”

Launched in 2017, partners in Fire Safe SC include the S.C. State Firefighters’ Association, the S.C. State Association of Fire Chiefs, the S.C. Fire Marshal Association, the S.C. Chapter of the International Association of Arson Investigators and the S.C. Office of State Fire Marshal. Together, they announce the following 151 fire departments have obtained the Fire Safe SC Community Designation.

# Congratulations to the 2023

## Fire Safe South Carolina Communities

Aiken Dept. of Public Safety  
Allendale County Fire & Rescue  
Anderson County Fire Protection  
Commission  
Anderson Fire Department  
Awendaw-McClellanville Fire District  
Belton Fire Department  
Belvedere Fire Department  
Bennettsville Fire Department  
Bluffton Township Fire District  
Boiling Springs Fire Dept.-Spartanburg  
Boiling Springs Fire Dept.-Greenville  
Bonham Fire Department  
Buffalo-Cherokee Vol. Fire Department  
C & B Fire Department  
Calhoun Falls Fire Department  
Camden Fire Department  
Cash Rural Fire Department  
Cayce Fire Department  
Chappells Fire Department  
Charleston Fire Department  
Cheraw Fire Department  
Cherokee Springs Fire Department  
Chester City Fire Department  
Clarendon County Fire Rescue  
Clear Spring Fire-Rescue  
Clemson University Fire and EMS  
Clinton Fire  
Colleton County Fire-Rescue  
Columbia-Richland Fire & Rescue  
Conway Fire Department  
Cross Keys Vol. Fire Department  
Crosswell Fire District  
Dacusville Fire Department  
Darlington City Fire Department  
Darlington County Fire District  
Dorchester County Fire Rescue  
Drayton Fire Department  
Due West Town Fire Rescue  
Duncan Fire Department  
Easley Fire Department  
East Berkley Fire Department  
Edisto Beach Fire Department  
Fairfield County Fire Service  
Flint Hill Fire Rescue  
Florence Fire Department  
Fort Lawn Fire Protection District  
Fort Mill Fire Department  
Fort Motte Vol. Fire Department  
Fountain Inn Fire Department  
Gaffney Fire Department  
Georgetown City Fire Department  
Georgetown County Fire/EMS  
Glassy Mountain Fire Service Area

Goose Creek City Fire Department  
Goose Creek Rural Fire Department  
Greenville City Fire Department  
Greer Fire Department  
GVW Vol. Fire Department  
Hanahan Fire and EMS  
Hardeeville Fire Department  
Hartsville Fire Department  
Hilton Head Island Fire Rescue  
Hodges-Cokesbury Fire & Rescue  
Holly Springs Vol. Fire Department  
Honea Path Fire Department  
Horry County Fire Rescue  
Howe Springs Fire Rescue  
Irmo Fire District  
Inman Community Fire Department  
Isle of Palms Fire Department  
James Island PSD Fire Department  
Jasper County Fire Rescue  
Jonesville Fire District  
Kershaw County Fire Service  
Kingstree Fire Department  
Lady's Island-St. Helena Fire District  
Lake City Fire Department  
Lake Cunningham Fire Department  
Lancaster City Fire Department  
Lancaster County Fire Rescue  
Landrum Area Fire & Rescue District  
Laurens City Fire Department  
Lee County Fire and Rescue  
Lexington County Fire Service  
Liberty Area Fire District  
Lockhart Vol. Fire Department  
Lugoff Fire Rescue  
Manning Fire Department  
Marion Fire Department  
Mayo Fire Department  
Mauldin Fire Department  
Town of McCormick Fire Dept.  
Midway Fire Rescue  
Monarch Fire Department  
Town of Moncks Corner Fire Dept.  
Moncks Corner Rural Fire Dept.  
Monetta Community Vol. Fire Dept.  
Murrells Inlet-Garden City Fire Dist.  
Myrtle Beach Fire Department  
Newberry Fire Department  
North Augusta Public Safety  
North Charleston Fire Department  
North Myrtle Fire/Rescue  
North Spartanburg Fire Department

Oconee County Emergency Services  
Orangeburg County Fire District  
Palmetto Rural Fire Department  
Pageland Fire Department  
Parker District Fire Department  
Pelham-Batesville Fire Department  
Phillippi Fire Department  
Pickens Fire Department  
Pickens Rural Fire/Rescue  
Piedmont Park Fire District  
Pine Ridge Fire Department  
Poplar Springs Fire Department  
Pumpkintown Vol. Fire Dept.  
Richland Co. Fire Marshal's Office  
Riverview Vol. Fire Department  
Sandy Branch Vol. Fire Department  
Santee Fire District Inc.  
Santuc Fire Department  
Sardis-Timmons Fire Dept.  
Shady Grove Fire Department  
Slater-Marietta Fire Department  
South Greenville Fire District  
South Lynches Fire  
South Spartanburg Fire District  
Southside Fire District  
Spartanburg Fire Department  
St. Andrews Fire Department  
St. John's Fire District  
St. Matthews Fire Department  
St. Paul's Fire District  
Startex Vol. Fire Department  
Sumter Fire Department  
Surfside Beach Fire Department  
Taylors Fire Department  
Tega Cay Fire Department  
Travelers Rest Fire Department  
Tyger River Fire Service Area  
Union City Fire Department  
West Columbia Fire Department  
West Florence Fire Rescue  
Westminster Fire Department  
Westview-Fairforest Fire Dept.  
Whitney Fire Department  
Williamsburg County Fire Dept.  
Williston Fire Department  
York County Fire  
York Fire Department



## OCONEE JOINT REGIONAL SEWER AUTHORITY

### Commission Meeting

April 1, 2024

The Oconee Joint Regional Sewer Authority Commission meeting was held at the Coneross Creek Wastewater Treatment Plant.

Commissioners that were present:

- Seat 7 (Westminster): Brian Ramey, Board Chair
- Seat 1 (Seneca): Bob Faires, III, Board Vice-Chair
- Seat 3 (Seneca): Scott McLane
- Seat 4 (Seneca At-Large): Marty McKee
- Seat 5 (Walhalla): Celia Myers (*arrived at 4:06 p.m.*)
- Seat 6 (Walhalla): Scott Parris
- Seat 8 (Westminster): Kevin Bronson
- Seat 9 (Walhalla-Westminster At-Large): David Dial

Commissioners that were not present:

- Seat 2 (Seneca): Scott Moulder

OJRSA appointments and staff present were:

- Lynn Stephens, Secretary/Treasurer to the Board and Office Manager
- Chris Eleazer, Executive Director
- Kyle Lindsay, OJRSA Operations Director
- Dalton Justice, OJRSA Commercial Pretreatment & Construction Inspector

Others present were:

- Larry Brandt, OJRSA Attorney
- Norm Cannada, [Seneca Daily Journal](#)
- Reagan Osbon, Asst. Administrator, City of Westminster
- Steve Barbian, KCI Technologies
- Brent Little, FRP
- Tony Adams, Oconee County citizen

**A) Call to Order** – Mr. Ramey called the meeting to order at 4:01 p.m.

**B) Invocation and Pledge of Allegiance** – By Mr. Ramey.

**C) Special Recognition** – **Presentation by Kyle Lindsay, OJRSA Operations Director. 2023 SCDHEC Facility Excellence Award. Recognition by SCDHEC for National Pollutant Discharge Elimination System (NPDES) or No Discharge (ND) Permitted Facilities That Met or Exceeded Requirements for Environmental Protection and Customers' Expectations** – Mr. Lindsay stated he applied for the 2023 SCDHEC Facility Excellence Award, which is for plant compliance, the collection system, and keeping the number of sewer system overflows (SSOs) occurrences to three (3) or less, which is the allotment per one hundred (100) miles. The OJRSA did not qualify for the 2022 award due to exceeding the allotted number of SSOs; however, the OJRSA qualified for 2023. Mr. Lindsay presented the award plaque to the board. Board members expressed their congratulations to OJRSA personnel.

Mr. Lindsay took a moment at this time to introduce OJRSA's new Commercial Pretreatment & Construction Inspector, Dalton Justice. He explained how Mr. Justice will be working in the Pretreatment Department under the supervision of Allison McCullough and stated that he will be performing inspections within the Member Cities' jurisdictions.

D) Public Session – None.

E) Approval of Minutes:

- Board of Commissioners Meeting of March 4, 2024

*Mr. Bronson made a motion, seconded by Mr. Dial, to approve the March 4, 2024 Board Meeting minutes as presented. The motion carried.*

F) Committee Reports:

- Operations & Planning Committee Meeting of March 20, 2024 – Mr. Faires presented the report to the Commission. *\*See attached minutes.*

*Mr. Faires made a motion, seconded by Mr. McLane, to approve the March 20, 2024 Operations & Planning Meeting minutes as presented. The motion carried.*

- Finance & Administration Committee Meeting of March 26, 2024 – Ms. Myers presented the report to the Commission. *\*See attached minutes.*

Mr. Ramey said that there was discussion about the downward trend in volume due to schools being out. He asked if it was possible some of it was also contributed to inflow & infiltration (I&I) improvements that had been done. Mr. Eleazer replied no, because the volume is now based on the water meter and has nothing to do with I&I. He stated that the usage went back up once school was in session again.

Mr. Eleazer added that the meters out in the field continue to pick up the I&I readings. There was considerable rainfall earlier in the year, and due to an issue with one of the meters, the OJRSA didn't even report on I&I at that time.

*Ms. Myers made a motion, seconded by Mr. McKee, to approve the March 26, 2024 Finance & Administration Meeting minutes as presented. The motion carried.*

G) Secretary/Treasurer's Report (Exhibit A) – Ms. Stephens presented the Secretary/Treasurer's Report to the board. She stated she normally reports the cash and investments as of the end of the month, but to get the report ready for today, the report was based on the balances as of the morning of March 29, 2024.

Mr. Dial asked how Ms. Stephens selects the investments. Ms. Stephens replied that she gets a list of available investments from Wells Fargo Securities, and she picks the highest interest investments for the desired investment period.

H) Oconee County Government Update Regarding Matters Involving Wastewater - Presentation and Discussion Items – Mr. Eleazer stated that there is no one from Oconee County present for the meeting today.

The Director stated there will be a third reading tomorrow night for an ordinance to approve an easement for the OJRSA through the Seneca Rail Park that is in connection with the Seneca Creek Force Main project. There are two (2) parcels involved in this ordinance. After that is complete, the OJRSA is still waiting on one easement on private property near Shiloh Road.

I) Presentation and Discussion Items:

1. Consider Grant Close, III with Maynard Nexsen for OJRSA Employment and Labor Counsel as A Result of the Retirement of Linda Edwards and Steve Savitz (Exhibit B) – Mr. Eleazer reported that the OJRSA had been a client of Gignilliat, Savitz, & Bettis Law Firm in Columbia, SC since before he came to work for the OJRSA. Ms. Linda Edwards was the OJRSA's labor attorney until she retired in 2021, and Mr. Stephen Savitz became the new attorney. Mr. Savitz then retired in December 2023 without any notification to the OJRSA. The OJRSA was not aware he was gone until Ms. Stephens emailed him last week and received an auto reply message.

Being the OJRSA has no business relationship with anyone else in that law firm, and being they are in Columbia, Mr. Eleazer reached out to Lawrence Flynn of Pope Flynn and Michael Traynham



of Maynard Nexsen to get their opinions on what direction to go. Both men (independently of one another) suggested Mr. Grant Close, III of Maynard Nexsen as a potential labor and employment attorney. Mr. Close has experience working for utilities and governments. Mr. Eleazer said he followed up with a call to Mr. Close, and he seemed like he could adequately address what the OJRSA would need in the future.

Mr. Ramey asked if Mr. Close's rates are comparative to what the OJRSA has been paying. Mr. Eleazer stated that specialty attorneys charge more than the OJRSA is currently paying Mr. Brandt, but Mr. Close's rate is comparative to what the OJRSA had been paying to Gignilliat, Savitz, & Bettis Law Firm.

***Mr. Bronson made a motion, seconded by Mr. Faires, to approve hiring Mr. Grant Close, III of Maynard Nexsen for OJRSA's employment and labor counsel. The motion carried.***

**2. Dates for Presentations of the Feasibility and Central County Sewer Studies** – The Executive Director reported that the two (2) consultant teams should be finishing up the studies in mid- to late June. They said it would be too overwhelming to do both presentations at the same meeting but suggested that they be presented within two (2) weeks of each other.

Being the studies most likely won't be ready to present at the June board meeting, and June being when people begin to take vacation time, he asked the board when they would want to do the presentations. He added that the consultants are all available on July 1<sup>st</sup>, but then Mr. Jason Gillespie of Weston & Sampson will be on vacation after that. Both Mr. Faires and Ms. Myers said that they also will be on vacation the last week of July.

It was suggested to have one presentation at the July 1, 2024 board meeting and the other at a special called meeting during the week of July 22, 2024. Mr. Eleazer was asked to email everyone to see what day would be most suitable that week.

Mr. Faires also suggested that there be no committee meetings during the month of July. Mr. Bronson agreed. Mr. Eleazer replied that he wasn't against that idea, as the budget will be approved by that time, so there won't be any major discussions needed for the F&A or the O&P committees.

#### **J) Action Items:**

**1. Execute Agreement Between the OJRSA and Fountain Residential Partners Regarding a Capital Contribution In Lieu of Payment of Impact Fees (Exhibit C)** – Mr. Eleazer stated that Mr. Brent Little spoke about his project at the March board meeting. The board asked for an agreement to be drafted for consideration. Mr. Brandt drafted the agreement, and Mr. Little approved it. Mr. Brandt said everyone seemed to be on board, and there were no negotiations of the terms. Mr. Little signed the draft but brought the original in with him today. (Mr. Little subsequently said he accidentally left it in his hotel room but would bring it in later.) Mr. Brandt said he has no problems with the agreement, and if the board approves it, Mr. Eleazer can sign it.

Mr. Bronson stated he did not see any notation of the amounts. Mr. Little replied the amount was around \$4,000,000 for the scope of work. Mr. Bronson said his preference is to have the amounts (both the value of the 100,000 gallons' worth of impact fees and the capital contribution amount) listed on the agreement, because if someone looks at this in a later time, they wouldn't be able to determine what the value is. He added that it should also be noted for reasons of public disclosure and longevity.

Mr. Ramey asked Mr. Brandt if it would be an issue adding these amounts to the agreement. Mr. Brandt said it wouldn't be an issue, but according to the agreement as stated, if the construction permit is not issued, the OJRSA would reclaim the capacity after three (3) years. Then Mr. Little would have to pay the impact fees at the going rate at that time for the project.

Mr. Eleazer added that the rate, as of today, for the 100,000 gallons is \$1.525 million based on the \$15.25 per gallon. Mr. Eleazer stated that Mr. Little has a bid from Moorhead Construction for around \$3.1 million, and the OJRSA has a quote from Goodwyn, Mills, & Cawood for the OJRSA's

portion of it (administration and inspection services). These bids will be provided to the board members.

***Mr. Bronson made a motion, seconded by Mr. Faires, to approve the agreement between the OJRSA and Fountain Residential Partners as written, with the addition of the current impact fee value of 100,000 gallons per day as well as the amount of the contribution. The motion carried.***

- 2. Execute Contract Amendment 1 With KCI Technologies, Inc. in the Amount of \$367,100, Which Includes an OJRSA-Controlled Contingency Amount of \$20,000, to Complete Phase II of the SCIP-Funded Dewatering Equipment Upgrades at Coneross Creek Water Reclamation Facility (OJRSA Project #2024-06) (Exhibit D)** – Mr. Eleazer introduced Mr. Barbian from KCI. Mr. Barbian introduced himself as the project manager with KCI who is working on the OJRSA's dewatering project.

The dewatering project is one of the three (3) projects funded by the SCIP grant money which must be completely spent by the end of calendar year 2026. Within this dewatering project, the two (2) current belt presses will be replaced with two (2) new screw presses and an upgraded truck loading area.

Mr. Barbian said that the original contract was for the alternatives analysis, initial assessment, and the Preliminary Engineering Report (PER) to get it approved. This amendment covers the design, permitting, and construction administration phases of the project.

Mr. Bronson asked if the \$367,100 amount includes any contingency in it. Mr. Barbian stated that the \$20,000 contingency is in that number. Mr. Bronson asked if the \$347,100 had any contingency in it. Mr. Barbian said no; that amount is for the scope as outlined in the contract.

***Mr. Bronson made a motion, seconded by Mr. Faires, to approve the execution of Contract Amendment 1 with KCI Technologies as written in the amount of \$367,100. The motion carried.***

**K) Executive Director's Discussion and Compliance Matters** – Mr. Eleazer reported on the following:

**1. Environmental and Regulatory Compliance:**

Martin Creek Force Main Leak – The OJRSA had a small line break on the Martin Creek force main last week. He believed Seneca Light & Water contacted the OJRSA about it, as there was a question whether it was a water leak or sewer line break. When the leak was found (which took over a day to locate), the pipe was corroded like the pipes on the Speeds Creek force main line. This pipe had been in service for over forty (40) years, and there were leaks on this line in the past with this being the third break since Mr. Eleazer became Director (although one break was due to the DOT installing a guardrail that went through the line). The total amount of the spill was approximately 250 gallons and did not reach a waterway, so it was not reportable to SCDHEC.

SCDHEC Compliance Evaluation Inspection – The OJRSA had a SCDHEC compliance evaluation inspection of the treatment plant on March 1, 2024. The OJRSA is still waiting for the results of this inspection, but SCDHEC continued to ask for additional information for the assessment. Last week, the OJRSA sent them these additional records, which included documented complaints that were received and the OJRSA's response to them. Mr. Eleazer said he is not sure whether this has anything to do with the hydrogen sulfide issue investigation that SCDHEC is aware of.

SCDHEC Pretreatment Inspection - The OJRSA had a pretreatment inspection last week which took two (2) days to complete. A majority of the first day was spent with Allison McCullough (OJRSA Regulatory Services Coordinator) reviewing records and looking over the industries' permits, and the remainder of the time was spent conducting inspections and assessments of the industries. Ms. McCullough was being graded on how she conducts these inspections. The OJRSA should find out the result of this inspection during a virtual meeting with the inspector in the next couple weeks. The last pretreatment inspection was performed by the EPA in 2012.

- 2. Sewer South Update (Handout 1)** – The monthly engineer report was distributed to the board ***(attached as part of these minutes)***. The progress is going well, and the engineer is pleased with it. There was a meeting here on Wednesday, and everything still seems to be on time. It is still iffy that

the electrical components will arrive on time for the pump station; however, the OJRSA is still hopeful that the SCDHEC permit to operate will still be received around end of June to mid-July.

**3. Miscellaneous (If Any):**

SC Environmental Conference – The Director reported that he and Mr. Faires attended the annual SC Environmental Conference in Myrtle Beach which is about water in general: drinking water, wastewater, and stormwater. Although all the presentations were interesting, one about why construction costs are going up was highly interesting. Mr. Eleazer distributed copies of the presentation to the board (*attached as part of these minutes*).

In addition, the OJRSA participated in two (2) presentations: one was presented by WK Dickson about the progress of the Consent Order; the other about the planning effort along I-85 into the central part of Oconee County. The latter presentation seemed to be of interest to a lot of attendees, and there were a lot of questions during and after the event. It seemed very interesting to the engineering consultants about the fact that the OJRSA included a regional planner as opposed to just having an engineering firm (which is the norm) to do the study. There were a lot of compliments about taking this approach and comments how they may take this approach with their future projects.

Employee Insurance – The OJRSA pays for 100% of each employee's insurance premiums for health, dental, vision, disability, and basic life insurance. It is being considered to pay for this insurance directly to the employee in their wages, giving them approximately \$0.84 per hour more, as an extra incentive for hiring new employees. It will cost the OJRSA an additional \$9,000-\$9,500 to do this. The cost paid for the insurance would basically be a wash, as the OJRSA would either pay SC PEBA or the employee for the insurance; however, there would be a small impact for overtime, FICA/Medicare, retirement, and workers compensation. The total impact for the pretreatment department is a complete wash, as the industries pay for Ms. McCullough's insurance.

Schedule of Fees – The OJRSA was asked to consider any updates to the Schedule of Fees annually around budget time. This is being considered now. The OJRSA is awaiting information from those working on the assessment.

Development Policy – This policy is currently being reviewed, and it is hoped to have on the agenda for the May board meeting for approval.

Purchase Card Policy – Ms. Stephens and Mr. Eleazer received the draft policy late last week, and comments were sent back to the attorney at Pope Flynn. The policy may be on the agenda for the F&A Committee to review this month for board approval in May. Mr. Eleazer added that the attorney suggested this be a stand-alone policy outside of the procurement policy.

Live Streaming of Board Meeting – The OJRSA hopes to have the equipment purchased soon for streaming the meetings. The cost will be expensed this FY2024 budget year, and hopefully it will be implemented by July 1, 2024. Mr. Dial said this is good news, as he believes the OJRSA is the only entity in Oconee County that doesn't have streaming capabilities.

**L) Commissioners' Discussion** – Mr. Ramey said there were a few comments in the last few months about compensation for the board attending meetings. He asked if any board members have any interest in looking at this. Mr. Eleazer said it could be considered as part of the Feasibility Study. Mr. Faires said that was a good idea.

**M) Upcoming Meetings:**

- 1. Operations & Planning Meeting** – Wednesday, April 17, 2024 at 8:30 a.m.
- 2. Finance & Administration Meeting** – Tuesday, April 23, 2024 at 9:00 a.m.
- 3. Commission Meeting** – Monday, May 6, 2024 at 4:00 p.m.

**N) Adjourn** – Mr. Ramey adjourned the meeting at 4:46 p.m.

Approved By: \_\_\_\_\_  
Brian Ramey, OJRSA Commission Chair

Approved By: \_\_\_\_\_  
Lynn M. Stephens, OJRSA Secretary/Treasurer

Approved By: \_\_\_\_\_  
Christopher R. Eleazer, OJRSA Executive Director

Notification of the meeting was distributed on March 8, 2024 to *Upstate Today*, *Anderson Independent-Mail*, *Westminster News*, *Keowee Courier*, WGOG Radio, WSNW Radio, City of Seneca Council, City of Walhalla Council, City of Westminster Council, Oconee County Council, SC DHEC, [www.ojrsa.org](http://www.ojrsa.org), and posted at the OJRSA Administration Building.

**\*ATTACHMENTS STARTING NEXT PAGE**



**Board of Commissioners Meeting**  
OJRSA Operations & Administration Building  
Lamar Bailes Board Room  
April 1, 2024 at 4:00 p.m.

**Agenda**

- A. Call to Order** – Brian Ramey, Board Chair
- B. Invocation and Pledge of Allegiance** – Led by Commissioner Scott Moulder
- C. Special Recognition** – Presentation by Kyle Lindsay, OJRSA Operations Director  
**2023 SCDHEC Facility Excellence Award** – Recognition by SCDHEC for National Pollutant Discharge Elimination System (NPDES) or No Discharge (ND) permitted facilities that met or exceeded requirements for environmental protection and customers' expectations.
- D. Public Session** – Receive comments relating to topics that may or may not be on this agenda. Session is limited to a maximum of 30 minutes with no more than 5 minutes per speaker.
- E. Approval of Minutes**
- Board of Commissioners Meeting of March 4, 2024
- F. Committee and Other Meeting Reports**
- Operations & Planning Meeting of March 20, 2024 – Bob Faires, Committee Chair
  - Finance & Administration Meeting of March 26, 2024 – Celia Myers, Committee Chair
- G. Secretary/Treasurer's Report** (Exhibit A) – Lynn Stephens, Secretary/Treasurer
- H. Oconee County Government Update Regarding Matters Involving Wastewater** – Oconee County Administrator or Appointed County Representative
- I. Presentation and Discussion Items** *[May include Vote and/or Action on matters brought up for discussion]*
1. Consider Grant Close, III with Maynard Nexsen for OJRSA employment and labor counsel as a result of the retirement of Linda Edwards and Steve Savitz (Exhibit B) – Chris Eleazer, Director
  2. Dates for presentations of the Feasibility and Central County Sewer studies – Chris Eleazer, Director
- J. Action Items**
1. Execute agreement between the OJRSA and Fountain Residential Partners regarding a capital contribution in lieu of payment of impact fees (Exhibit C) – Chris Eleazer, Director and Brent Little, Fountain Residential Partners
  2. Execute contract Amendment 1 with KCI Technologies, Inc. in the amount of \$367,100; which includes an OJRSA-controlled contingency amount of \$20,000, to complete Phase II of the SCIIP-funded Dewatering Equipment Upgrades at Coneross Creek Water Reclamation Facility (OJRSA Project #2024-06) (Exhibit D) – Chris Eleazer, Director and Steve Barbian, KCI Technologies
- K. Executive Director's Discussion and Compliance Matters** – Chris Eleazer, Director
1. Environmental and regulatory compliance
  2. Sewer South update (Handout 1)
  3. Miscellaneous *(if any)*
- L. Commissioners' Discussion** – Brian Ramey, Board Chair  
Discussion can be related to matters addressed in this meeting or for future consideration by the Board or Committee. Voting is not permitted during this session.
- M. Upcoming Meetings** *All meetings to be held in the Lamar Bailes Board Room unless noted otherwise.*
- Operations & Planning Committee – April 17, 2024 at 8:30 a.m.
  - Finance & Administration Committee – April 23, 2024 at 9:00 a.m.
  - Board of Commissioners – May 6, 2024 at 4:00 p.m.
- N. Adjourn**



**Board of Commissioners Meeting Sign-in Sheet**

Date: 4/11/2024 Time: 4pm Location: WWTP Board Room

NAME (Print)	POSITION/TITLE	ORGANIZATION
<u>LARRY C. BRANDT</u>	<u>Artist</u>	<u>OJRSA</u>
<u>TOSY ADAM</u>	<u>Citizen</u>	
<u>Steve Barbieri</u>	<u>consultant/engineer</u>	<u>KCI Technologies</u>
<u>Brent Little</u>	<u>President</u>	<u>FRP</u>
<u>Reagan Osborn</u>	<u>As. to C/A</u>	<u>Westminster</u>
<u>NORMAN CANADIAN</u>	<u>Reporter</u>	<u>The Town</u>



### Secretary/Treasurer’s Report for Board of Commissioners

Prepared for the April 1, 2024 OJRSA Board of Commissioners Meeting

Cash and investment information stated herein come from bank and other financial records as of: March 29, 2024

#### UNRESTRICTED FUNDS CASH AND INVESTMENTS SUMMARY

Account/Fund Name	Cash (\$)	Investments (\$)	Total (\$)
Wholesale Operations & Maintenance (O&M)	388,967	1,225,000	1,613,967
Retail Operations & Maintenance (RO&M)	808,801	735,000	1,543,801
<b>TOTAL UNRESTRICTED FUNDS</b>	<b>1,197,768</b>	<b>1,960,000</b>	<b>3,157,768</b>

#### RESTRICTED FUNDS CASH AND INVESTMENTS SUMMARY

Account/Fund Name	Cash (\$)	Investments (\$)	Total (\$)
Projects and Contingency (PCF)	197,738	1,225,000	1,422,738
Wholesale Impact Fund (WIF)	252,442	3,640,000	3,892,442
Retail Impact Fund (RIF)	0	0	0
<b>TOTAL RESTRICTED FUNDS</b>	<b>450,180</b>	<b>4,865,000</b>	<b>5,315,180</b>

#### Combined Total for All Funds

Cash  Investments  Combined

*See additional sheets for investment information*

#### Account Notes:

Cash is based on Wells Fargo numbers as of morning of 3/29/24 and not the usual end of the month balances.

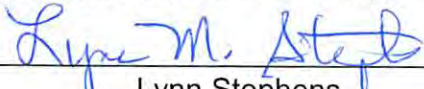
#### INDEPENDENT RECONCILIATION OF ACCOUNTS

All transactions for all funds have been satisfactorily reconciled by an independent accounting firm for the month of February 2024:  YES  NO

See attached document from independent accountant.

#### Reconciliation Notes:

By my signature, to the best of my knowledge, I certify this report is accurate.

  
 \_\_\_\_\_  
 Lynn Stephens  
 OJRSA Secretary/Treasurer

### INVESTMENTS UPDATE

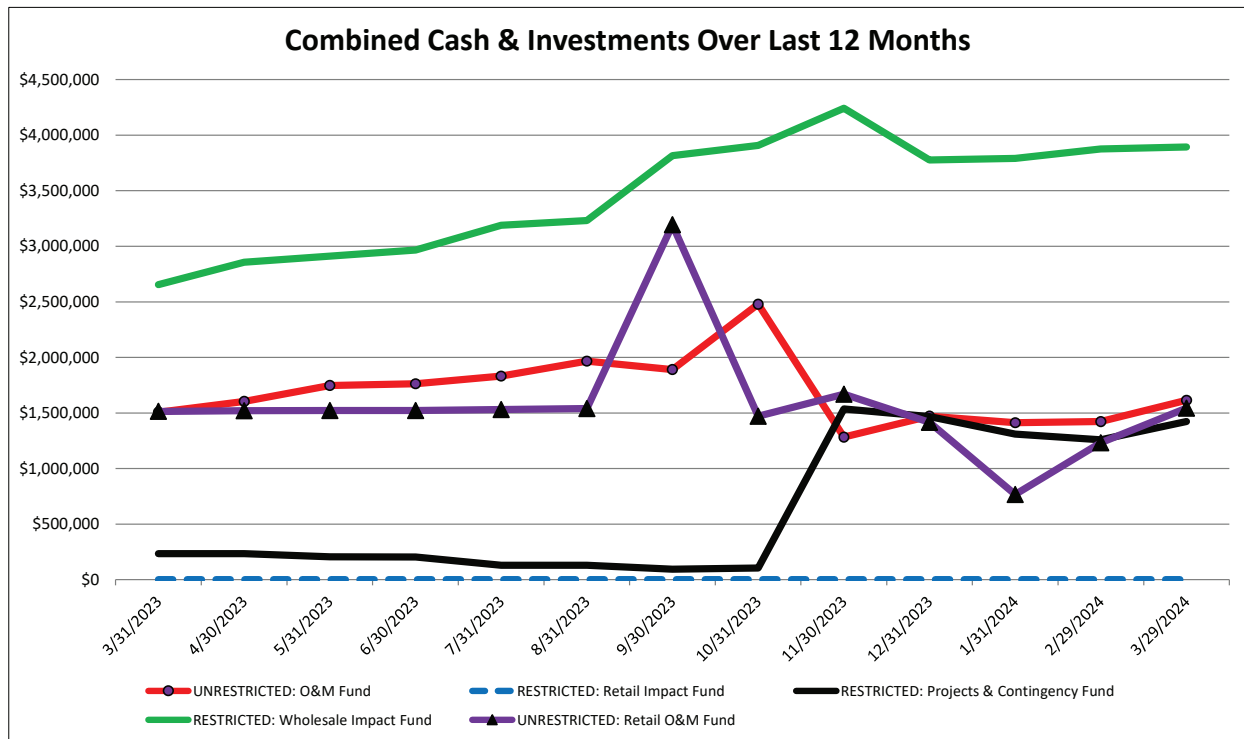
Maturing Investment	Fund Code	Maturity Date	Amount (\$)	To Be Reinvested?	
				Yes	No
				Yes	No
				Yes	No
				Yes	No
				Yes	No
				Yes	No
				Yes	No
				Yes	No
				Yes	No
				Yes	No
				Yes	No
				Yes	No
				Yes	No
				Yes	No
				Yes	No
				Yes	No

See additional sheets, if necessary

**Investment Notes:**

*See additional sheets for 12-month cash and investment trends and other information.*





**Year-to-Date Budget vs. Actual information for OJRSA funds is not provided this month due to the final day of the month falling on a weekend or holiday. Data can be obtained at the following Finance & Administration Committee Meeting or at the next Board of Commissioners Meeting.**



STANCIL  
COOLEY ESTEP  
& STAMEY, LLP

*Certified Public  
Accountants*

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631 ByPass 123  
P. O. Drawer 1279  
Seneca, SC 29679

(864) 882-3048  
Fax 882-7489

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602-5 College Avenue  
Clemson, SC 29631

(864) 654-4945  
Fax 654-9476

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[www.scescpa.com](http://www.scescpa.com)

March 29, 2024

Lynn Stephens  
Oconee Joint Regional Sewer Authority  
623 Return Church Road  
Seneca, SC 29678

RE: Bank Reconciliations for OJRSA February 2024

Dear Lynn,

We have completed the bank reconciliations for the Oconee Joint Regional Sewer Authority for the month ending February 29, 2024. Copies of the bank reconciliations are attached for your review. Please contact me if you have any questions.

Sincerely,

Susan M. Stamey, CPA  
Enclosures

**From:** [bookkeeping](#)  
**To:** [Lynn Stephens](#)  
**Subject:** Feb 2024 Bank Reconciliations  
**Date:** Monday, March 4, 2024 10:54:36 AM  
**Attachments:** [Feb 2024 Bank Reconciliations.pdf](#)

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Good morning,

I hope you had a good weekend. Please see attached bank reconciliations for February 2024. All accounts reconciled with no issues. The Retail Impact Fund account reconciled with a zero balance. Please let me know if you have any questions or concerns.

Thank you,

Jared Williams  
Stancil Cooley Estep & Stamey, LLP  
Bookkeeper  
Phone : (864) 882-3048



## L. Grant Close, III

### SHAREHOLDER

t. 864.282.1102  
GClose@maynardnexsen.com



Suite 900  
104 South Main Street  
Greenville, SC 29601

### Practices

Litigation  
Employment & Labor Law

### Education

Charleston School of Law  
(2007, J.D.)

Wofford College  
(2004, B.A., *magna cum laude*)

### Admissions

State Bar: South Carolina

Grant Close is a Shareholder in our Greenville, South Carolina office, where he helps employers navigate employment and labor laws. Grant is experienced in defending employers against federal and state court lawsuits involving wage and hour matters, non-compete agreements, leave laws, employment contracts, and discrimination and harassment lawsuits. Grant has represented companies in class and collective actions claiming unpaid overtime wages.

Grant advises employers on compliance with the Fair Labor Standards Act (FLSA), Americans with Disabilities Act (ADA), Age Discrimination in Employment Act (ADEA), Family and Medical Leave Act (FMLA), Title VII of the Civil Rights Act, and other workplace laws.

Grant has experience in various industries, including higher education, construction, health care, home health, retail, special purpose districts, and non-profit.

Grant also advises clients on Form I-9 and E-Verify compliance and audits by U.S. Immigration and Customs Enforcement (ICE), Homeland Security Investigations (HSI), and the U.S. Department of Justice's Civil Rights Division.

Grant also represents clients in audits and investigations by other government agencies including the U.S. Department of Labor (DOL), Equal Employment Opportunity Commission (EEOC), South Carolina



Human Affairs Commission (SCHAC) and the Department of Labor, Licensing and Regulation (LLR).

Before joining the firm, Grant was a Partner with a national labor and employment law firm's Spartanburg, South Carolina office, where he practiced for more than a decade.

Grant received his Bachelor of Arts, *magna cum laude*, from Wofford College before receiving his J.D. from the Charleston School of Law

### Recognitions

- "Strong Foundations Award" by Habitat for Humanity of Greenville County, 2020
- "South Carolina Rising Stars" by *Super Lawyers* magazine, 2014-2021
- Graduate of Leadership Spartanburg
- Listed in *Best Lawyers in America* for Litigation - Labor and Employment (2023-present) and Employment Law (2024)
- Recognized by *TALK Greenville Magazine*, Top Lawyers, 2023

### Community & Professional

- South Carolina Bar Association
  - Young Lawyers Division, Circuit Representative
- American Bar Association
- Blue Key National Honor Society
- Spartanburg Methodist College Board of Trustees, 2023

### Speaking Engagements

12.01.2021

Maynard Nexsen Employment Law Certificate Series: The Biden Administration: Recap of the First Year

12.10.2020

South Carolina Association of CPAs: Employment Law Issue Spotting for CPAs

06.09.2020

South Carolina Association of CPAs Spring Splash: Employment & Labor Law in the Year of the Covid-19 Pandemic

- "Marijuana in the Workplace," Maynard Nexsen's Employment Law Briefing - Greenville, October 31, 2019

STATE OF SOUTH CAROLINA            )  
   )  
 COUNTY OF OCONEE                    )                    AGREEMENT

**THIS AGREEMENT** is hereby entered into this \_\_\_\_ day of April, 2024, by and between the Oconee Joint Regional Sewer Authority, hereinafter referred to as “OJRSA,” and Fountain Residential Partners, hereinafter referred to as “FRP.”

**WITNESSETH:**

**NOW, THEREFORE,** OJRSA and FRP, for and in consideration of the mutual promises and obligations set forth herein, agree as follows:

1. OJRSA shall oversee the construction and thereafter furnish wastewater collection services to FRP by way of the Seneca Creek Force Main Replacement Project for up to two (2) FRP projects commonly referred to as the “Paws Diner Project,” and the “TDC/Greenfield Project.” The “Paws Diner Project” is located on tax map parcel numbers 241-02-03-005, 241-02-03-007, 241-02-03-012, 241-00-02-105, and 241-00-02-013 and the “TDC/Greenfield Project” is located on tax map parcel numbers 226-00-04-020 and 226-00-04-024.
2. FRP shall fully fund the installation of the force main required for the projects at no expense to OJRSA pursuant to the minimum design and construction standards of OJRSA based on sound wastewater design principles approved by both the OJRSA and FRP.
3. FRP shall select and enter into a bonded contract with a qualified contractor approved by OJRSA to perform the construction of the projects.
4. OJRSA shall administer and periodically inspect the projects as necessary and shall be paid by FRP for GMC (Goodwyn Mills Caywood) construction administration and inspection services pursuant to a fee schedule to be agreed upon by the parties prior to work on the projects commencing. Thereafter, if any changes are necessary regarding services to be provided by GMC, such changes shall be approved by both OJRSA and FRP in advance of executing any change orders, task changes, etc. All fees for GMC construction administration and inspection services shall be paid to OJRSA by FRP within fifteen (15) days of receiving an invoice from OJRSA.
5. OJRSA shall waive any and all impact fees to serve up to a total of one hundred thousand (100,000) gallons per day for up to two (2) FRP projects that shall be served by the Seneca Creek Force Main Project provided that a SCDHEC issued wastewater construction permit is issued for the FRP onsite sewer systems within three (3) years from the issuance of the SCDHEC permit to operate to the OJRSA for the Seneca Creek Force Main Replacement Project. If the systems on either of the above referenced FRP projects have not been issued a SCDHEC wastewater construction permit within the

three (3) year period following completion of project, the capacity for these site projects shall be returned to OJRSA for allocation to other developments and thereafter FRP shall pay impact fees at the then established rates for projects to be located at or on either of the two (2) referenced sites.

- 6. It is further specifically understood and agreed that this agreement may be assigned by FRP to other developers or development entities approved by OJRSA prior to the start of construction on each of the properties (projects) set forth above; however, approval by OJRSA shall not be unreasonably withheld.

**IN WITNESS WHEREOF**, we have hereunto placed our hands and affixed our seals, this \_\_\_\_\_ day of April, 2024.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Fountain Residential Partners (FRP)

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Brent Little, President and CEO

\_\_\_\_\_  
Witness

Oconee Joint Regional Sewer  
Authority (OJRSA)

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Chris Eleazer, Executive Director

\_\_\_\_\_  
Witness

DRAFT For Consideration by OJRSA Board

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

ACKNOWLEDGMENT  
(AS TO FRP)

I, the undersigned, being a Notary Public for the State of \_\_\_\_\_, hereby certify that Brent Little, President and CEO of Fountain Residential Partners personally appeared before me this day and acknowledged the due execution of the foregoing document.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public) (SEAL)  
\_\_\_\_\_  
(Print name of Notary Public)

Notary Public for State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF OCONEE )

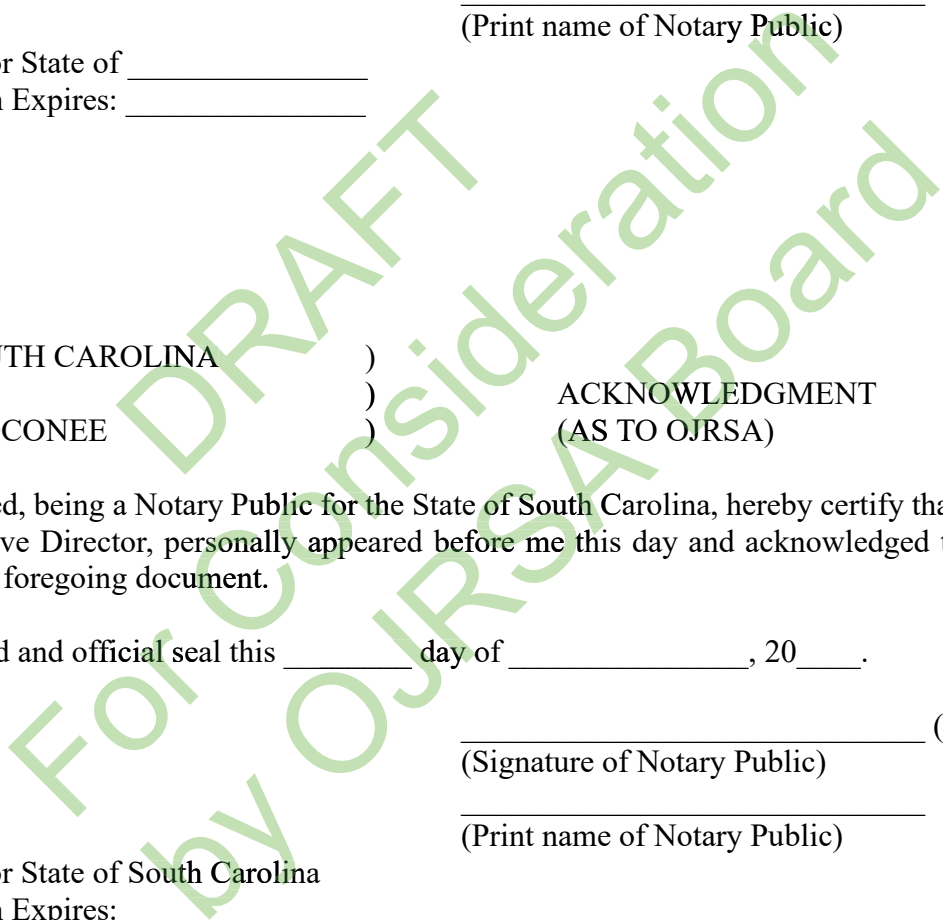
ACKNOWLEDGMENT  
(AS TO OJRSA)

I, the undersigned, being a Notary Public for the State of South Carolina, hereby certify that Chris Eleazer, Executive Director, personally appeared before me this day and acknowledged the due execution of the foregoing document.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public) (SEAL)  
\_\_\_\_\_  
(Print name of Notary Public)

Notary Public for State of South Carolina  
My Commission Expires: \_\_\_\_\_





**AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT**  
**KCI Project No. 962309159**

THIS AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT (“**Amendment**”) is entered into as of the date of last signature **December 19, 2023** between KCI Technologies, Inc.] (“**KCI**”) and Oconee Joint Regional Sewer Authority (“**Client**”), hereinafter referred to jointly as the “**Parties**” or singularly as the “**Party**”.

1. **Amendment to the Agreement.** The following section[s] of the Professional Services Agreement dated December 4, 2023 (“**Agreement**”) is hereby amended by mutual agreement of the Parties as of the Effective Date:

a) The SCOPE OF SERVICES section of the Agreement is amended by inserting at the end of the section the following:

KCI’s Services, including deliverables, shall also include those services detailed as follows:

**Task 4: Preliminary Design**

Preliminary Design will take the selected alternatives from the alternatives analysis and PER and complete the 30% stage. It is understood that the project will be delivered with a CMAR Contractor, and the CMAR will be providing input and review of the construction plans and specifications as well as providing Guaranteed Maximum Price (GMP) updates at each design stage. KCI will perform the following Preliminary Design tasks:

- Site survey
- Detailed equipment selection and layout
- 30% design plans and specifications including site plans, mechanical plans, and limited structural and electrical plans
- 30% design review meeting
- 30% GMP review meeting

**Task 5: Final Design**

Final Design will complete the 60%, 90% and Issued for Construction (IFC) design stages. KCI will perform the following Final Design tasks:

- 60% and 90% design plans and specifications including site, mechanical, structural and electrical design
- 60% and 90% design review meetings
- 60% and 90% GMP review meetings
- Following acceptance of the final GMP by OJRSA Board, prepare IFC plans and specifications.
- It is assumed that design review meetings will be held on-site with the CMAR contractor and the GMP review meetings will be conducted virtually.

## Task 6: Permitting and Funding Assistance

Permitting and Funding Assistance will occur concurrently with the design and construction phases. KCI will perform the following Permitting and Funding Assistance Tasks:

- Preparation of DHEC Construction Permit Application. The application will be submitted at the 60% design stage if the plans and specs for permitting have reached adequate completion. If not, the application will be submitted at the 90% design stage.
- Submission of plans and specifications for RIA/SCIIP funding agency review
- Submission of CMAR construction contract for RIA/SCIIP funding agency review

## Task 7: Construction Administration

Construction Administration is anticipated to take 14 months to complete. It is assumed that at least 6 months of the construction phase will be minimal activity on-site and not require site visits. KCI will perform the following Construction Administration tasks:

- Upon acceptance of the GMP and authorization to award the construction project, prepare and coordinate the completion and execution of the contract documents. It is anticipated that the project will consist of one prime CMAR construction contract.
- Schedule and conduct a pre-construction conference.
- Shop Drawings:
  - Establish and administer a procedure for receiving and tracking all submittals made by the Contractor.
  - Review, approve, or take other appropriate action in respect to Shop Drawings, Samples, and other data in which Contractor is required to submit, but only for conformance with the requirements set for the in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated by the Contract Documents. Such reviews, approvals, or other actions will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
  - KCI shall meet the review schedule as required by the Contract Documents.
- Construction Site Visits
  - Make periodic site visits to the construction site to confirm that design is completed in accordance with the design documents.
  - Visits shall be appropriate to the various stages of construction, and may include attendance at critical activities such as concrete pours.
  - A total of eight (8) visits is included in the scope. Note that these site visits are exclusive of the routine construction observation included in Task 8 (Resident Project Representative).
- Schedule, prepare for, attend, and conduct progress meetings at the project site to include Client staff and Contractor's representative(s). These meetings will normally be held on a monthly basis. Prepare and distribute meeting minutes to all attendees and key team members. A total of eight (8) on-site progress meetings is assumed in the scope, plus six (6) remote meetings during mobilization, demobilization, or other low activity periods.
- Recommend to the Client that Contractor's Work be rejected while it is in progress if, on the basis of the KCI's observations, KCI believes that such Work will not produce a

completed project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents.

- Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents.
- Should the Contractor submit claims related to the project and/or modifications become necessary to meet the Client's needs for the project, KCI shall review the claims and/or proposed modifications and advise the Client on the approach for resolution of the related issues. KCI shall review justification for all claims for modifications to the project cost and/or schedule and develop recommendations to the Client for the fair and equitable resolution of such claims. This will include the review and preparation of Change Orders to the Contract.
- Receive and review certificates of inspections, tests, and approvals required by the Contract Documents. KCI's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. KCI shall be entitled to rely on the results of such tests.
- Pay Request Review
  - Determine the amounts that KCI recommends the Contractor be paid, based on such observations and review, that, to the best of KCI's knowledge, information, and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents, and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is KCI's responsibility to observe Contractor's Work.
  - By recommending any payment, KCI shall not thereby be deemed to have represented that observations made by KCI to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to KCI in this Agreement and the Contract Documents. Neither KCI's review of Contractor's Work for the purposes of recommending payments nor KCI's recommendation of any payment including final payment will impose on KCI responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on KCI to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- Receive, review, and transmit to the Client maintenance and operating manuals, schedules, guarantees, bonds, certificates, or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples, and

other data approved as described above.

- Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with the Client and the Contractor, conduct a pre-final inspection to determine if the Work is substantially complete. If after considering any objections of the Client, KCI considers substantially complete, KCI shall deliver a letter certifying the date of the Substantial Completion to the Client and Contractor.
- Prepare a punch list of items for the Contractor to address, assist in resolving punch list items with the Contractor, and perform follow-up visits to verify the satisfactory resolution of all punch list items.
- In company with the Client's representative, conduct a final inspection to determine if the completed Work of Contractor is acceptable so that KCI may recommend, in writing, final payment to Contractor.
- Startup Services
  - Prior to final acceptance, oversee operational testing of the new biosolids components including: digested sludge pumps, polymer system, new presses, and truck loading conveyors. A total of three (3) startup site visits of a maximum of one day each are included in the scope.

#### **Task 8: Resident Project Representative (RPR)**

The project construction phase is anticipated to take 14 months to complete. It is assumed that at least 6 months of the construction phase will be minimal activity on-site and not require site visits. KCI will perform the following Resident Project Representative tasks:

- Provide observations services by a Resident Project Representative (RPR) during construction of the work to ascertain the progress of the work and to ensure general compliance with the contract documents. Observation services shall include an average of 12 hours per week including travel time (during the active construction periods) by a qualified project representative. Additional visits will be provided as required during concrete placement, pump station and equipment start-ups, testing activities, and coordination of critical WRF tie-ins.
- Completion time for all construction activities is anticipated within 426 days (14 months) of the issuance of a Notice to Proceed.
- Provide a Resident Project Representative (RPR) to be periodically present at the project site to observe and document quality and progress of construction. RPR tasks are inclusive but not limited to the following:
- Report to the Client whenever Resident Project Representative (RPR) believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- Inspections, Tests, and System Start-ups:
  - Consult with the Client staff in advance of scheduled inspections, tests, and systems start-ups.
  - Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Engineer's personnel, and that Contractor maintains adequate records thereof.

- Observe, record appropriate details relative to the test procedures and systems start-ups.
- Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, and record the results of these inspections.
- Records:
  - Prepare a report (for each site visit) recording Contractor's hours on the site, subcontractors present at the site, weather conditions, data relative to questions of change orders, work change directives, or changed conditions, site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
  - Photograph (or video when practical) work in progress or site conditions.
- Reports:
  - Furnish to the Client periodic reports (monthly) of the progress of the work and of Contractor's compliance with the progress schedule.
  - Furnish to the Client copies of inspection, test, and system start-up reports.
  - Review applications for payment with Contractor for compliance with the contract documents and progress of work.
- Completion:
  - Participate in visits to the site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
  - Participate in the visit to the site in the company of Engineer and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

### **Task 9: Project Close Out**

- Based on "as-built" drawings provided by the contractor, prepare final "Record Drawings" and provide to City both a digital PDF copy and one (1) hard copy.
- Apply for Certificate to Operate with SC DHEC.
- Arrange for the final inspections with appropriate representatives of the Contractor(s), Client, SC DHEC, funding agency, and other appropriate parties.

### **Contingency: Client Directed Engineering Contingency**

The client directed engineering contingency is a separate line item to cover unforeseen conditions, additional scope, or other changes in the scope as authorized by the Client. Authorization must come in writing for use of this contingency.

**Deliverables Summary:**

- Task 4 – Preliminary Design
  - 30% Plans
- Task 5 – Final Design
  - 60% Plans and Specifications
  - 90% Plans and Specifications
  - For Construction Plans and Specifications
- Task 6 – Permitting and Funding Assistance
  - DHEC Authorization to Construct Permit Application Package
- Task 7 – Construction Administration
- Task 8 – Resident Project Representative
  - Monthly Construction Progress Reports
- Task 9 – Project Close Out
  - Project Record Drawings
  - Application Package for DHEC Certificate to Operate

b) The FEES AND PAYMENTS section of the Agreement is amended as follows:

Task No	Task Description	Fee Type Lump Sum / T&E	Estimated Fee
4	Preliminary Design	Lump Sum	\$27,800
5	Final Design	Lump Sum	\$158,900
6	Permitting and Funding Assistance	Lump Sum	\$10,200
7	Construction Administration	Lump Sum	\$72,800
8	Resident Project Representative (RPR)	Lump Sum	\$64,500
9	Project Close Out	Lump Sum	\$12,900
Contingency	Client Directed Contingency	As Authorized	\$20,000
<b>Total</b>			<b>\$367,100</b>

**Agreement Summary:**

Original agreement amount:	\$73,200
Net change of prior amendments:	\$0
This amendment amount:	\$367,100
Adjusted Agreement amount:	\$440,300

2. **Definitions.** Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.
3. **Agreement Remains in Effect.** Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and shall remain in full force and effect and are hereby ratified and confirmed by the Parties. On and after the Effective Date, each

reference in the Agreement to “this Agreement,” “the Agreement,” “hereunder,” “hereof,” “herein,” or words of like import will mean and be a reference to the Agreement as amended by this Amendment.

- 4. **Counterparts.** This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically shall be effective as delivery of an original executed counterpart of this Amendment.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed. Each Party warrants and represents that its respective signatories are duly authorized to execute this Amendment.

**KCI:**

KCI Technologies, Inc.

BY:



\_\_\_\_\_  
Signature

\_\_\_\_\_  
David J. DePratter, PE  
Name

\_\_\_\_\_  
W/WW Regional Practice Leader  
Title

\_\_\_\_\_  
3-27-2024  
Date

**CLIENT:**

Oconee Joint Regional Sewer Authority

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

DRAFT  
For Consideration  
by OURSA Board

## I-85 CORRIDOR SEWER EXPANSION PROJECT-OJRSA

CONTRACTOR: MOORHEAD CONSTRUCTION COMPANY      ENGINEER: DAVIS & FLOYD, INC.

DATE: MARCH 29, 2024

COUNCIL BRIEFING/UPDATE -

CONTRACTOR CONTINUES LAYING 18" GRAVITY SEWER ALONG SC HWY. 59, WITH APPROXIMATELY 850 LF REMAINING TO BE INSTALLED. APPROXIMATELY 20 SEWER SERVICES HAVE BEEN INSTALLED, AS WELL.

THE 12" FORCE MAIN FROM BROOMWAY PUMP STATION SITE HAS BEEN SUCCESSFULLY PRESSURE-TESTED. THE FORCE MAIN FROM WELCOME CENTER PUMP STATION IS CURRENTLY BEING FILLED AND PREPPED FOR PRESSURE TEST. A PORTION OF GRAVITY SEWER TESTING HAS ALSO BEEN PERFORMED, WITH ADDITIONAL TESTS PENDING.

INSTALLATION OF NEW PUMP STATIONS AT THE WELCOME CENTER AND BROOMWAY LANE CONTINUES, WITH ALL CONCRETE STRUCTURES IN PLACE AND PIPE INSTALLATION ONGOING.

ORIGINAL CONTRACT AMOUNT: \$12,311,447.00

ISSUED CHANGE ORDER NO. 1: (\$467,994.79)

CURRENT CONTRACT AMOUNT: \$11,843,452.21

APPROXIMATE VALUE OF WORK INSTALLED TO DATE: \$7,545,401.92 OR 64% OF CURRENT CONTRACT AMOUNT.

THEY APPEAR TO BE ON SCHEDULE WITH THIS WORK. DEPENDING UPON FINAL DELIVERY SCHEDULES FOR THE PUMPS, THE PROJECT IS CURRENTLY SCHEDULED TO BE COMPLETED IN THE EARLY SUMMER OF 2024.





I-85 CORRIDOR SEWER EXPANSION UPDATE  
MARCH 29, 2024  
PAGE 2





## Agenda

### ■ Market Impacts

- *The Last 4 Years*
- *Current Events*

### ■ Construction Bidders' Concerns

### ■ How to Navigate the Current Market

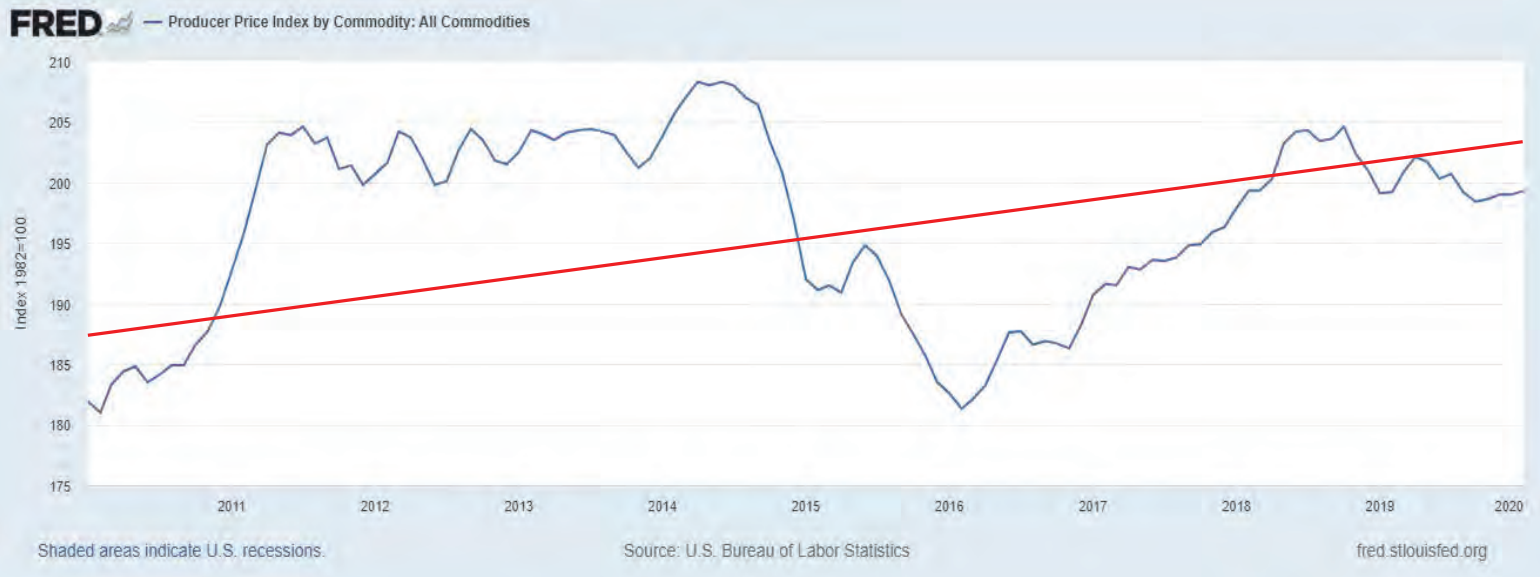
- *Construction Method Study*
- *Project Delivery Strategies / Techniques*

### ■ Summary/Questions

# Market Impacts

BLS PPI All Commodities

Jan 2010 – Jan 2020



**9.9% Increase in 10 years**

# Market Impacts

The Last 4 Years

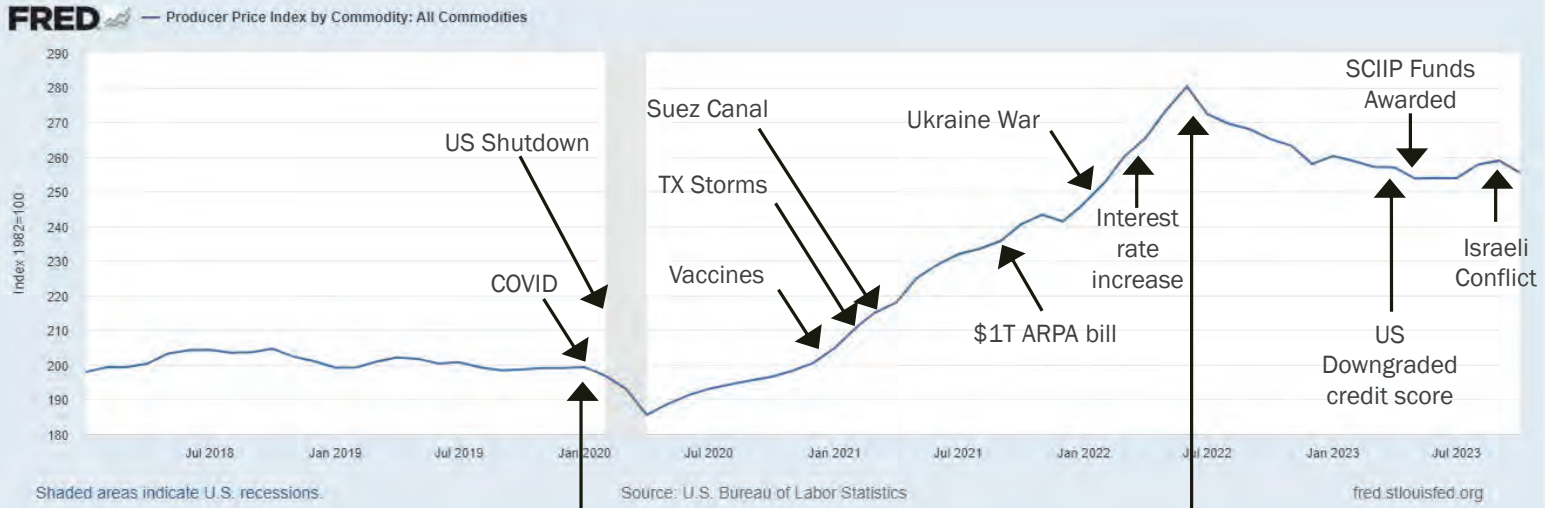


- COVID-19
- Labor Shortages
- Natural Disasters
- Political Unrest
- Back-ups at Ports Worldwide
- Growing Military Conflicts
- Nickel Shortage
- Inflation
- Fuel Pricing Increases
- Resin Shortage
- Microchip Shortage
- Downgraded Credit Rating

# Market Impacts

## BLS PPI All Commodities

### 2018-Present



Jan 2020 = 199.3

40.6% Increase in ~2.5 years

Jun 2022 (Peak) = 280.25

9.7% decrease since the peak

# Market Impacts

## BLS PPI Industrial Building Construction

### 2018-Present



Jan 2020 = 138.4

38.4% Increase in ~3 years.

Mar 2023 (Peak) = 194.5

# Current Events

Election Year Woes

Reduction in US Credit Rating

Semiconductor Facility in Arizona

War in Europe

War in the Middle East

Growing Tensions in South America



# Construction Bidder's Concerns

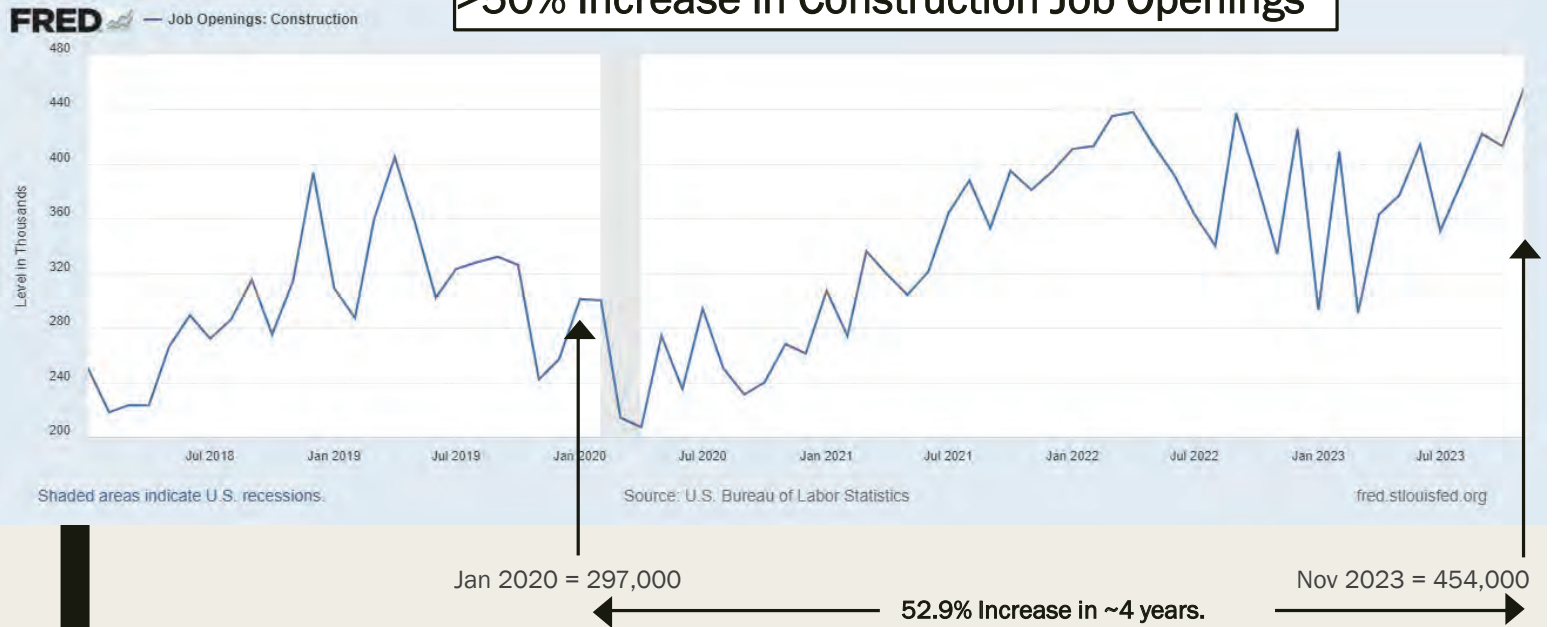


- Labor Shortage
- Supply Chain Delays
- Liquidated Damages
- Interest Rates
- Material Prices
- Weather
- Market Conditions
- Politics
- Owner Requirements

# Construction Bidder's Concerns

## Job Shortages

>50% Increase in Construction Job Openings



# Market Impacts

## Labor Rate Changes

### Q1 2020 Construction Wages:

National Median: \$30.83/Hr  
South Carolina Median: \$26.53/Hr

### Q3 2023 Construction Wages:

National Median: \$36.10/Hr  
South Carolina Median: \$32.58/Hr

**17.1% Increase Nationwide**  
in labor rates in 3.5 years.

**22.8% Increase in Labor**  
rates in South Carolina  
in 3.5 years.

**72%** of general contractors believe the labor shortage will be their biggest hurdle this year.

Source: Associated General Contractors of America

# Construction Methods Study

- Revisiting Project Delivery Performance 1998-2018
- University of Colorado Boulder and University of Florida
- Sample Size: 212

• Which is better? Design-Build, Design-Bid-Build, or CMAR?

Performance Measure	DB vs. CMR	CMR vs. DBB	DB vs. DBB	R <sup>2</sup>
Schedule Growth	3.9% less	2.2% more	1.7% less	21
Construction Speed	13% faster	20% faster	36% faster	88
Delivery Speed	61% faster	25% faster	102% faster	89
Unit Cost	1.9% less	1.6% more	0.3% less	99
Cost Growth	2.4% less	1.4% less	3.8% less	22

## Recommendations from the Study

- Success Indicators
  - High emphasis on creating a relational culture
  - Repeated use of the same designer and/or builder
- Failure Indicators
  - Lack of experience in the Project Manager
  - Understaffing and Turnover

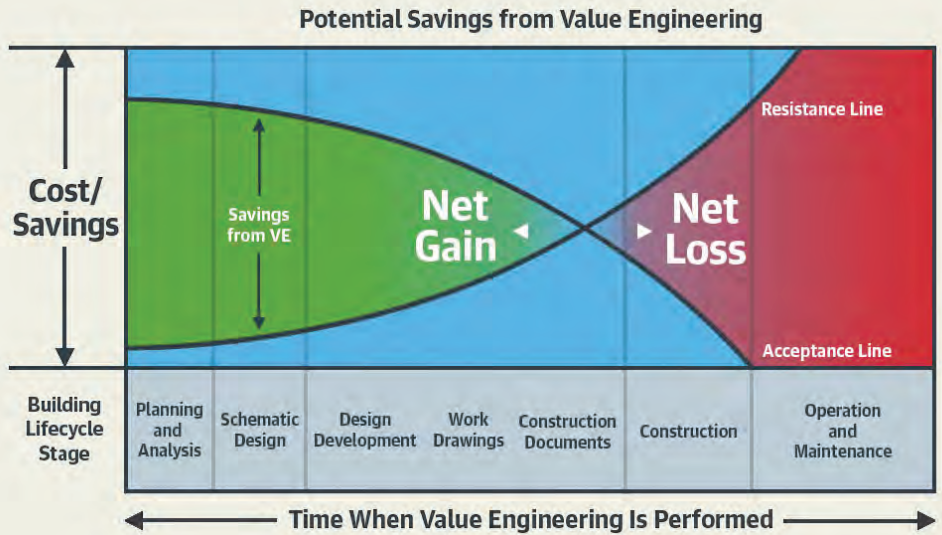


- To Improve Project Delivery Speed
  - Simpler foundation systems – slab on grade
  - Early participation of the Designer/Builder in goal setting
- To Improve Construction Speed
  - Use of DB or CMAR project delivery

# Strategies to Navigate the Current Market

## Cost Management

- Substitutions
  - Allow for product substitutions
- Partnering
  - Team together
- Schedule Related
  - Pre-purchasing Equipment
  - Clear procurement period
- Value Engineering
  - Design Phase
  - Post Award



Source: <https://www.gordian.com/resources/value-engineering-for-construction/>

## Summary


- We will likely face a labor shortage in the next 24 months.
- Material availability continues to be an issue while material pricing appears to be stabilizing.
- Design Build is generally considered to be the most efficient project delivery method.



# Questions

**Jacob Allen, PE** - [jallen@hazenandsawyer.com](mailto:jallen@hazenandsawyer.com)

Jacob Allen is a Principal Engineer for Hazen and Sawyer, DPC an engineering firm focused on water and wastewater. Jacob has 8 years of experience managing and performing design services for various environmental infrastructure projects. In addition, he is part of Hazen's Cost Estimating Group and has extensive experience providing valuation services to large municipal clients.

The Hazen logo consists of the word "Hazen" in a white, serif font, centered within a dark blue rectangular background. The letter "z" has a small horizontal line underneath it.