



CITY COUNCIL MEETING

MONDAY, MARCH 16, 2020 | 7:00 PM

The Council will meet in the Mauldin City Hall at 5 East Butler Road in the Council Chambers

- * 7:00 p.m. GCRA public hearing before council meeting is convened

Council agendas are outlines for a Council meeting showing what business the Council will be discussing on that date.

AGENDA

1. Call to order
 - a. Invocation
 - b. Pledge of Allegiance
 - c. Welcome
2. Proclamations and Presentations

10U- Boys' Basketball Team- State Runners-Up
12U- Boys' Basketball Team- State Champions
Proclamation Regarding Bleeding Disorders
3. Reading and approval of minutes
 - a. City Council Meeting –February 17, 2020
4. Public Comment
5. Report from City Administrator
6. Reports from Standing Committees
 - a. Finance and Policy (Chairman Reynolds)
 - b. Public Safety (Chairwoman King)
 - c. Public Works (Mayor Merritt)
 - d. Economic Planning and Development (Chairman Matney)
 - e. Building Codes (Chairwoman Kuzniar)
 - f. Recreation (Chairman Black)
7. Unfinished Business
 - a. Consideration and action on Rezoning at 317 Miller Road (Building Codes)- Final reading
 - b. Consideration and action on Amendments to the Conditional Standards for Multi-Family Housing in the C-1, C-2, and S-1 Zoning Districts (Building Codes)- Final reading
8. New Business
 - a. Consideration and action on Mutual Aid Agreements (Public Safety)- Only requires one reading
 - b. Consideration and action on 4-way Stop on Adams Mill Road (Building Codes)- Only requires one reading

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- c. Consideration and action on a Resolution to Approve and Adopt a Ten-Year Capital Improvement Program for the Mauldin Fire Service Area (Referred from Budget Workshop)- Only requires one reading
 - d. Consideration and action on CDBG resolution (Committee of the Whole)
9. Public Comment
 10. Consideration and action on Executive Session for a contractual matter related to professional services as allowed by State Statute Section 30-4-70 (a)(2)
 11. Possible action on items discussed in Executive Session
 12. Council requests
 13. Adjournment

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PROCLAMATION

- WHEREAS, Bleeding disorders are a group of disorders that result in impairment of the blood's ability to form a clot at the site of injury. Internal bleeding is prolonged, and in some cases, can be life-threatening; and
- WHEREAS, Bleeding disorders are difficult to live with due to the high cost of the necessary medication and the devastating effects of the disease if it is not treated correctly; and
- WHEREAS, This awareness campaign helps to ensure that newborn babies are diagnosed quickly and accurately, and to ensure education so that proper lifetime care can be achieved. There is currently no cure, but with the proper medicine and care, a normal lifestyle can be achieved for most people affected by this disorder; and
- WHEREAS, The bleeding disorder hemophilia occurs in about 1 of every 5,000 male births. Currently, about 20,000 males in the United States are living with the disorder; and
- WHEREAS, The City of Mauldin calls attention to the need for people locally, across South Carolina, and around the world to unite in support of individuals and communities affected by this disease financially, physically, and economically, and to renew our commitment to finding a cure and improving quality of life;

NOW THEREFORE I, Terry Merritt, Mayor of the City of Mauldin do proclaim March 2020 as ***National Bleeding Disorders Awareness*** Month in the City of Mauldin.

Proclaimed this 16th day of March, 2020.

Terry Merritt, Mayor

ATTEST:

Cindy Miller, Municipal Clerk

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Minutes City Council Meeting February 17, 2020 7:00 p.m.

Members present were Mayor Terry Merritt, Council members Taft Matney, Carol King, Michael Reynolds, Diane Kuzniar and Dale Black. City Attorney John Duggan and City Administrator Brandon Madden were also present.

1. Call to order- Mayor Merritt
 - a. Invocation- Councilwoman King
 - b. Pledge of Allegiance- Councilwoman King
 - c. Welcome- Mayor Merritt

2. Proclamations and Presentations- None

3. Reading and approval of minutes

- a. City Council Meeting –January 20, 2020

Councilman Matney made a motion to accept the minutes with Councilwoman King seconding. The vote was unanimous (6-0).

4. Public Comment

Anne Marie Smith: I am here to speak about 317 Miller Road. Thank you. I have been working with a house moving company and he is working on a proposal for me on different ways of moving it. I gave him an idea on where it might go. I have also had other house moving companies call me about moving it. I don't know if it is a good idea to get several proposals. Yes? Is that a good idea? I am working on it. I am trying to get something going. It is a beautiful home and has a lot of potential. Hopefully I can get something together and get it to you soon.

Councilman Matney asked for a little background.

Anne Marie Smith: I can give a history. It was built in 1909 by the Fowler's. They built the house on 35 acres. They grew their family there. Horace built the house next door which is Marla Libby's office. He died and they sold the site. The family kept an eye on the first house and in December 2010, Bill Goodman purchased the house at an auction for \$55,000. He had every intention of living there. Circumstances changed and he let the house go. He gutted it, and I just see an open slate. I see an open slate. Go in and put a new roof...

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In 2017, he put a for sale sign. I used to take care of the property and mow, and then I didn't anymore. I guess about November the company purchased the property behind, so I am trying to save the house.

Councilman Matney said that is what it boils down to. There are not a lot of historic buildings left in Mauldin and Ms. Smith is trying to save one of the few historic buildings.

Anne Marie Smith: It is in the Mauldin Legacy book. It is the last one in the book. It is 111 years old. Thank you.

Phil Cochrane: I want to thank you for your service. We could all be home watching the NASCAR race today, but we are here, so thank you. With all the development going on, I would like to talk a little bit about stormwater. I have owned a house at 435 Bishop Drive for 24 years. For 16 of those years, I have asked Public Works and the City of Mauldin to help me with stormwater, and we have accomplished not very much. We have had some stormwater come inside the ground level 19 times. We have made multiple presentations to previous administration that included PowerPoints, pictures, videos, emails, and visits to our property by the fire department, public works, and law enforcement. The problem is unabated stormwater running across the street and underneath homes. There are no ditches anymore; they have all filled in and the water has nowhere to go. It is ruining people's property.

Damages experienced to 433 Bishop Drive, Ms. Broadus, who is an elderly retiree who lives alone, had to replace a \$6000 HVAC system due to unabated stormwater. She couldn't afford that but had to. We have lost our carpets several times and had furniture damaged. We are starting to be concerned about foundation damage. 437 Bishop Drive has also had water coming into their lower level. All three owners are worried about diminishing property values and possible structural damage and the inability to sell the houses. We are basically prisoners in these homes.

I am here to ask for the City's help. If the City would maintain their roadways and dig the ditches, some of the water running across my yard and into my house would flow into the ditches and stop ruining my private property. Of course, every year I have to pony up my taxes to the City. It feels great. I would like to give with a joyful heart, to write that check and feel good about it. After 16 years of fighting the previous administrations, I am not necessarily a happy camper. Every time it rains it keeps me up at night. It is not as fun to live in the City of Mauldin as it used to be. We are ready to get the problem solved. I am glad Terry is the new Mayor. For the first time in my life I became politically active and tried to get some new faces onto the council because I had a lot of experience with the previous administration stonewalling and not wanting to listen. Not interested, we will call you back, we will have the PW Director call you. No calls back. Denying that the City has ever done work on my property, which they have. It sets up a situation where did the City spend the taxpayers' money on my private property, or do they own the stormwater facilities at the back of my property. I think the City owns it, because they wouldn't have expended taxpayer money on my property without doing it correctly.

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I want to believe the best. We are ready to get the problem solved. We are willing to let the City come onto our property to do these improvements. All three of us will hold the City harmless and sign the documents. We are willing to entertain any solutions the City or Public Works wants to offer. I think that in the past there has been a lot of upheaval in the Public Works department. Anytime we thought we made progress the PW Director would leave or resign or get fired.

We have been victims of the history of personnel in the PW Department. I don't know if the department is funded or staffed. If not, let's get them funded and let them do their jobs. They should be allowed to increase the quality of life for everyone, not just me and my neighbors, but all the citizens. These are the things we can do. What we can't do is continue to receive water in my house and my neighbors' houses. I prepared for each of you a map and photos taken on my property during the last flood event. I believe by repairing the drains, culverts, catch basins and maintaining the ditches that control stormwater, this problem could be solved.

Guys, I know we have a lot of problems with stormwater in the City of Mauldin. We need to fix a lot of this. I hope the Mayor and his new council can get this done. I am excited about City Center, but I am not excited if this deferred maintenance continues to be on the back burner and I see a gleaming Center in the City of Mauldin. That would be wrong. Thank you for your time.

Mike Alexsinas: I am Lithuanian. I don't think there are many Lithuanians in South Carolina except maybe some basketball players at the University of South Carolina. I will keep it short. Thank you for having me. I am the President of Metal Chem. My son is my exit strategy. We started our company in Greenville about 25 years ago. We have grown 15% every year. We are up to 15 employees which I am proud of, because me and my wife started it. We plan to double our size again and we saw this building in Mauldin. We make products for all kinds of industry. Some of our clients are Boeing, Pratt and Whitney, Tesla... large companies. We want to grow in Mauldin.

The facility we bought is a pretty state of the art place. We are investing a lot of money. The property we are talking about is part of the expansion. If we can't buy it, we won't be able to expand. If we can't expand, we will move again. The building we are talking about is old. It is falling apart. We have hired people to move it and no one wants to do it. It is decaying. A few years ago, it may have been able to move. The deck in the front has a big hole in it. Supposedly some cats went into it and climbed underneath and came up another hole. The person who bought it has not invested in it, has not moved into it, and it is falling apart.

Do we expand our facility, or do we keep this building that is old, but has no history? People knock down buildings and build new. We want to bring more people to Mauldin and grow our business. If we can't, we can't, and I understand that. If it was a workable house, I would invest in it. I would move it, but it is not. There are cheaper ways of doing that.

That is our goal and what we want to do. I just wanted to give you the other side of it.

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Russell Maio: I am Russell Maio from 110 Muirwood Drive. I met with the Administrator and Public Works person and showed them the pipe that runs across the street. The way I am reading this is most of the work is off the right of way. There is three feet that is off right of way. I didn't put the pipe in there to cut the distance. I will take care of my driveway and I want the new pipe fixed. I have damage to my property too. I just had a tree fall in my yard. I don't even think I should be responsible for the sink hole in my yard. 95% of the work will be in the right of way. You are doing about three feet out of the right of way because they put the pipe in the wrong place. I have two culverts that drain water and now there is water in the yards around the houses. It is terrible. I am compromising.

5. Report from City Administrator

Brandon reported the budget looks good.

6. Reports from Standing Committees- Reports are on file

- a. Finance and Policy (Chairman Reynolds)
- b. Public Safety (Chairwoman King)- Chairwoman King thanked Police, Fire and PW for the flood response a couple of weeks ago.
- c. Public Works (Mayor Merritt)
- d. Economic Planning and Development (Chairman Matney)
- e. Building Codes (Chairwoman Kuzniar)
- f. Recreation (Chairman Black)

7. Unfinished Business

- a. Consideration and Action on Annexation at Loblolly Circle and Laurel Drive (Building Codes)- Final reading. There are three parcels. The first is owned by Kimberly Rogers. The City of Mauldin has received signed petitions requesting the annexation of a tract of land consisting of three parcels pursuant to South Carolina Code of Laws Section 5-3-150. These petitions include approximately 14 acres owned by various individuals and is located at Loblolly Circle and at Laurel Drive. Councilwoman Kuzniar made a motion to annex and rezone the first parcel to RM. Councilman Black seconded the motion and the vote was unanimous (6-0).

Councilwoman Kuzniar made a motion to annex and rezone the second parcel owned by River of Life Romanian Church to RM. Councilman Black seconded the motion and the vote was unanimous (6-0).

Councilwoman Kuzniar made a motion to annex and rezone the third parcel owned by Martin and Rivera to RM. Councilman Black seconded the motion and the vote was unanimous (6-0).

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- b. Consideration and Action on Potential Moratorium on Types of Discount Stores (EPD)- Final Reading- Chairman Matney made a motion to pass this ordinance on second reading for a six-month moratorium. Councilman Reynolds seconded the motion and the vote was unanimous (6-0).
 - c. City Park Playground Agreement with Cunningham Recreation (PW)- Only requires one reading- Councilwoman King made a motion to accept option 2 with a swing, fence and turf surface. The total amount is under the budgeted amount at \$219,961.74. Councilman Matney seconded the motion and vote was unanimous (6-0).
8. New Business
- a. Consideration and action on Copier Proposal contract (Finance)- Only requires one reading- Chairman Reynolds made a motion to lease 7 copiers from Konica Minolta and authorize the City Administrator to sign the contract. Councilwoman King seconded the motion. The vote was unanimous (6-0).
 - b. Consideration and action on Employee Personnel Policy (Finance)- Only requires one reading- Chairman Reynolds made a motion to accept this policy with Councilman Black seconding. The vote was unanimous (6-0).
 - c. Consideration and action on Rezoning at 317 Miller Road (Building Codes)- First reading – Chairwoman Kuzniar made a motion to rezone this property to S1 on first reading. Councilman Matney seconded the motion and the vote was unanimous (6-0).
 - d. Consideration and action on Amendments to the Conditional Standards for Multi-Family Housing in the C-1, C-2, and S-1 Zoning Districts (Building Codes) First reading- In 2017, the City of Mauldin adopted an ordinance to allow multi-family housing as a conditional use in the C-1, C-2, and S-1 zoning districts. This came about because a group had desired to develop senior living apartments on Verdin Road. At that time, the zoning of that property, S-1, would not allow for apartments. Typically, City staff would have helped the applicant navigate the rezoning process. However, in this particular case, the property owner selling the property had no desire to rezone the property before the property was sold and the developer did not want to close on the sale of the property unless the property had been rezoned. To help with this impasse, City staff introduced the ordinance that would allow multi-family housing as a conditional use under the current zoning.

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The intent of the ordinance adopted in 2017 was to facilitate mixed-use development patterns within the City. The conditional standards for being able to develop multi-family housing in the C-1, C-2, and S-1 zoning districts focused mostly on architectural design.

Since 2017, City staff has been able to practice the application of this ordinance on at least two development projects: the senior living apartments on Verdin Road currently under construction and an apartment project on N. Main Street currently undergoing plan review. City staff is also beginning to receive several additional inquiries about constructing apartments in other commercial areas of the City, including the Brookfield Business Park.

City staff would like to introduce amendments to this ordinance that, in staff's opinion, would strengthen the intent of the ordinance to produce mixed-use development at pedestrian scale while introducing some additional placemaking design principles. Chairwoman Kuzniar made a motion to pass this ordinance on first reading. Councilman Black seconded the motion and the vote was unanimous (6-0).

- e. Consideration and action on contractual matters involving the Belmont Fire District (Public Safety) Only requires one reading- Chairwoman King made a motion to pass the three agreements associated with this item. There are two major changes to the agreements. These changes include a request to reevaluate the agreements in 2 years and Belmont requested to increase the annual fee to \$1,500. This is a \$1000 increase from the original agreement. Mayor Merritt said the \$480.90 will be paid until Belmont's GO Bond matures in 2034 and then that payment would go away. The \$1500 for mutual aid will be looked at again in 24 months. Councilman Reynolds seconded the motion and the vote was unanimous (6-0).
- f. Consideration and action on work on Muirwood Drive (PW)- Only requires one reading- Councilwoman King made a motion to do the work on 110 Muirwood Drive. The proper owner will repair the driveway. The City will work on the stormwater piping and pay the cost in the amount of \$5886.65. The owner will sign a hold harmless agreement. Councilman Black asked when this project might be completed. Brandon answered the documents would be signed and a letter outlining the work will be sent. After the paperwork is in order, the project should be completed within 2-3 weeks. Councilman Reynolds said Council is aware there are stormwater issues. Public Works will be taking a look at the issue. The vote was unanimous (6-0).
- g. Consideration and action on Replacement of Gateway Entry Sign (PW)- Only requires one reading- On December 23, Public Works was advised the gateway sign on 417 and 276 was damaged. The sign is proposed for replacement with the words "Welcome To" added. The other four gateway signs do not have the phrase "Welcome To". Councilwoman King made a motion to accept the insurance funds for replacement of the damaged sign and to add the words

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“Welcome To” to the new sign as well as the existing signs. Councilman Black seconded the motion. Councilman Matney said he wants people to feel welcome when they visit, not just seeing words on a sign. He wants to change hearts and minds and let our actions match the words on the signs. Councilwoman King said she is big on consistency and wanted “Welcome To” on each sign, not just this one. Councilwoman Kuzniar said the large sign coming from Greenville used to say Welcome To and you can still see it on a clear day. The vote was unanimous (6-0).

- h. Consideration an action on Millport at Butler Rd. Intersection Improvement Project - Participation Agreement (PW)- Only requires one reading- Councilman Reynolds made a motion to accept this agreement. During its September 19, 2019 meeting City Council approved to proceed with the closure of Rothwell Dr., and the construction of new signalized Rothwell Dr. and E. Butler Rd. intersection utilizing the funding mechanisms recommended by staff.

Traffic safety concerns attendant to ingress and egress of Rothwell Dr. off E. Butler Rd. have been presented to the City over the past year. In an effort address those concerns (e.g., traffic congestion, traffic hazards) and potential economic, this project will: Close the current location of Rothwell Dr., relocate Rothwell Dr. no less than 700 feet from the E. Butler Rd. & I-385 interchange, and signalize the Rothwell Dr. & E. Butler Rd. intersection at the new location of Rothwell Dr.

The project will be managed by the GLDTC with assistance from the City as it relates to any needed agreements (e.g., easements, ownership, maintenance) requiring City approval and the closing of Rothwell Dr. at its current location.

The total cost for this project is \$1,108,881. The funding of this project includes contributions from the Greenville Legislative Delegation Transportation Committee, Shaw Resources and the City of Mauldin. Councilman Matney seconded the motion to approve the agreement. Councilman Matney mentioned Rep. Garry Smith and all the members of the GLDTC helped with this project as well as Sen. Ross Turner and Rep. Bruce Bannister. Councilman Black said the federal government changed their rules on entranceways and exits and that is why the road is going to be relocated and signalized. There is a new requirement that a road must be at least 700-foot from a highway entranceway or exit. The vote was unanimous (6-0).

- i. Municipal Match Resurfacing Program Participation Agreement (PW)- Only requires one reading- Councilman Reynolds made a motion to accept this agreement for paving and resurfacing a few Mauldin streets. Councilwoman King seconded the motion. Councilwoman King noted these streets will be done like Hyde Circle was. These are City-owned roads rated F. We have City owned roads, state owned roads, and county owned roads in the City. Councilman Reynolds said the condition of Mauldin City roads is on council's radar. He wants the citizens to know they are on a City-owned road by the condition it is in. The vote was unanimous (6-0).

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9. Public Comment

Rollin Hyust: I live at 104 Swinton Drive. We have got a big problem at Old Mill and Miller. The four way stop. They have put interstate signs on Miller and now the GPS is on the 18 wheelers to take them down Old Mill, to the left, and across the bridge we have been working on. The 18 wheelers cannot make the left-hand turn. They come out of CF Sauer or GBS Lumber and cannot make the left turn. People pull up to the stop sign. It is a four-way stop, so they are yielding to the 18-wheeler, the 18-wheeler tries to make the turn and can't, so the traffic all has to back up so the truck can make the turn. We definitely have a big-time problem. I would like you to address it to the SCDOT. I know it is a state road. They are going across the bridge and you know me and my bridge. I want that bridge replaced. Thank you.

Rod McLaughlin: Regarding the rental ordinance, I was wondering what the next steps were on that.

Mayor Merritt advised Mr. McLaughlin that the ordinance has been passed already and is being enforced.

Joe Sentelle: I am sorry, I don't believe I heard. Stormwater, is that released now so that we can do something? This has been going on for 18 months. I talked to the City and they say we don't do that, talk to the County. You talk to the County; they say talk to the City. The water comes across the street and across people's property. The City used to keep the ditches clean. They said they didn't, but I have people who will verify they did. I hope they are relaxing, and the City can do something about this. Water has to go somewhere. Mr. Reynolds, I hope that is what I heard you say. If not, there are several of us that would like answers. If you can't do it, we would like someone we can at least ask the questions to.

10. Council requests- None

11. Adjournment- Mayor Merritt adjourned the meeting.

Respectfully Submitted,

Cindy Miller
Municipal Clerk



CITY COUNCIL AGENDA ITEM

MEETING DATE: March 16, 2020

AGENDA ITEM: 7a

TO: City Council
FROM: Business & Development Services Director, David C. Dyrhaug
SUBJECT: **Rezoning for 317 Miller Road**
*****2nd Reading*****

OWNER(S):	Marc and Mike Aleksinas, Robinwood LLC
AUTHORIZED REP(S):	N/A
TAX MAP NUMBER(S):	M008.04-01-009.02
LOCATION:	317 Miller Road
CURRENT ZONING:	R-12, Residential
REQUESTED ZONING:	S-1, Services
SIZE OF PROPERTY:	Approx. 1 acre

REQUEST

The City of Mauldin has received a signed petition requesting the rezoning of a tract of land pursuant to Section 4:2 of the Mauldin Zoning Ordinance. This petition includes approximately 1 acre located at 317 Miller Road. The applicant has requested that this property at 317 Miller Road be rezoned from R-12, Residential, to S-1, Services. The purpose of the rezoning is to expand their paved area at 25 Ellwood Court which sits behind 317 Miller Road.

HISTORY/BACKGROUND

There is currently an empty house in disrepair on the property. It is reported that the former property owner stripped much of what had value out of the home which, at least in part, has contributed to its state of disrepair. The home also has had signs of break-ins. Regardless of the zoning designation, the property owner intends to remove the home because it represents a liability for the property owner.

The property owner also owns the business, Metal Chem Inc., which will be moving into the property at 25 Ellwood Court which is directly behind 317 Miller Road. The owner of Metal Chem Inc. purchased the property at 317 Miller Road last year. The purpose of this rezoning is to expand their paved area at the back of the Ellwood facility.



This expansion would only affect the back portion of 317 Miller Road. The applicant intends to preserve much of the large trees at 317 Miller Road and add some landscaping along the front of 317 Miller Road.

ZONING ANALYSIS

Existing Zoning Classification

The R-12 district is a low-density residential district in which the principal use of land is single-family dwellings. Recreational, religious, and educational facilities may also be permitted in this district. The intent of this district is to protect the residential character of neighborhoods and provide a suitable environment for single-family living.

Proposed Zoning Classification

The S-1 district provides a transition between commercial and industrial areas. This district allows: (1) commercial uses which are service related; (2) service-related commercial uses which sell merchandise related directly to the service performed; (3) commercial uses which sell merchandise which requires storage in warehouses or outdoor areas; and (4) light industries which in their normal operations would have a minimal effect on adjoining properties. Facilities and operations in this district are not permitted to produce noxious odors, fumes, smoke, dust, or noise that would impact adjacent properties.

Surrounding Development/Zoning

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

Direction	Zoning District(s)	Existing Use(s)
North	S-1 (City)	Metal Chem, Inc.
South	R-12 (City)	Parkwood subdivision
East	S-1 (City)	Multiple businesses including Promotions Unlimited and Signatures Company
West	S-1 (City)	Psychotherapist office

Comprehensive Plan Analysis

The Future Land Use Map for the property included in this rezoning request is designated as Employment Center which supports the S-1 zoning district.

NEIGHBORHOOD MEETING

On December 18, 2019, the applicant conducted a neighborhood meeting. Approximately two neighbors attended this meeting, not including city staff members and the applicant. The neighbors in attendance primarily asked about the intent for the existing home and if truck traffic would increase on Miller Road.

Regarding the existing home, the applicant indicated that they plan to remove the home for health and safety reasons. When asked if they would entertain moving the home, the applicant replied that he would make the home available for free to anyone who would like to move the home from the property.

Regarding the truck traffic, the applicant has indicated that their shipping and receiving truck traffic would continue to use Ellwood Court and Old Mill Road as trucks travel to Highway 276. Ellwood Court was

purposefully designed for truck access. The only trucks that may use Miller Road are those dropping of containers about 4-5 times per month.

PLANNING COMMISSION MEETING

On January 28, 2020, the Planning Commission conducted a public hearing for this rezoning. Aside from the applicant, there was one person who spoke at this hearing, Ms. Ann Marie Smith, who resides outside the City limits at 505 Miller Road. Ms. Smith commented about the age and history of the house at 317 Miller Road and expressed that she would like to see the house saved.

The applicant reiterated that the home is available for free to anyone who would like to move the home from the property. The applicant has shown the home to a few interested parties so far and will continue to show the home to others who might consider moving it. But, due to its current state of disrepair, the home will need to be removed because it is a liability for the applicant. The applicant expressed that he purchased the property for the land.

The Planning Commission expressed their sympathies for the age and history of the house at 317 Miller Road and spent considerable time discussing the preservation of the house. They encouraged the applicant and staff to continue to seek opportunities for the house to be saved and removed to another property if possible. However, they also recognized that the preservation of the house is a separate issue from the rezoning. The applicant already has the right today to demolish the house under the current zoning of the property.

REVIEW CRITERIA

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

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

STAFF FINDINGS

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



A. ***Comprehensive Plan Consistency***

The proposed rezoning to S-1 is consistent with the Employment Center designation listed in the Comprehensive Plan.

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

There are no apparent floodplains, wetlands, or topographic constraints on the site. Staff is not aware of any issues pertaining to the suitability of the site for the intentions expressed by the applicant.

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

This property is bounded on three sides by the S-1 district and various businesses. The applicant has expressed his intent to primarily expand their paved area at their 25 Ellwood Court facility which would only affect the back portion of this property at 317 Miller Road. Further, the applicant has expressed his intent to install some landscape improvements along the front of this property at 317 Miller Road.

D. ***Infrastructure Capacity***

Although the applicant does not need utilities for their intended project, all utilities, including water and sewer, are available on site.

E. ***Public Need***

This project is being presented as an opportunity to aid an existing business at 25 Ellwood Court.

TIMELINE

On December 19, 2019, staff received the signed petition for the rezoning of this tract.

On December 18, 2019, the applicant conducted a neighborhood meeting. See details above.

On January 28, 2020, the Planning Commission voted 6-0 to recommend approval of the requested rezoning for the property at 317 Miller Road. See details above.

On February 10, 2020, the Building Codes Committee reviewed this petition and voted 3-0 to forward this matter to the City Council with a recommendation of approval.

On February 17, 2020, the City Council approved the requested rezoning on first reading.

RECOMMENDATION

Based on its findings, staff supports the applicants' request to rezone this property from R-12, Residential to S-1, Services.

Recommended Motion: I move that the requested rezoning for the property at 317 Miller Road be approved on second reading.

ATTACHMENTS

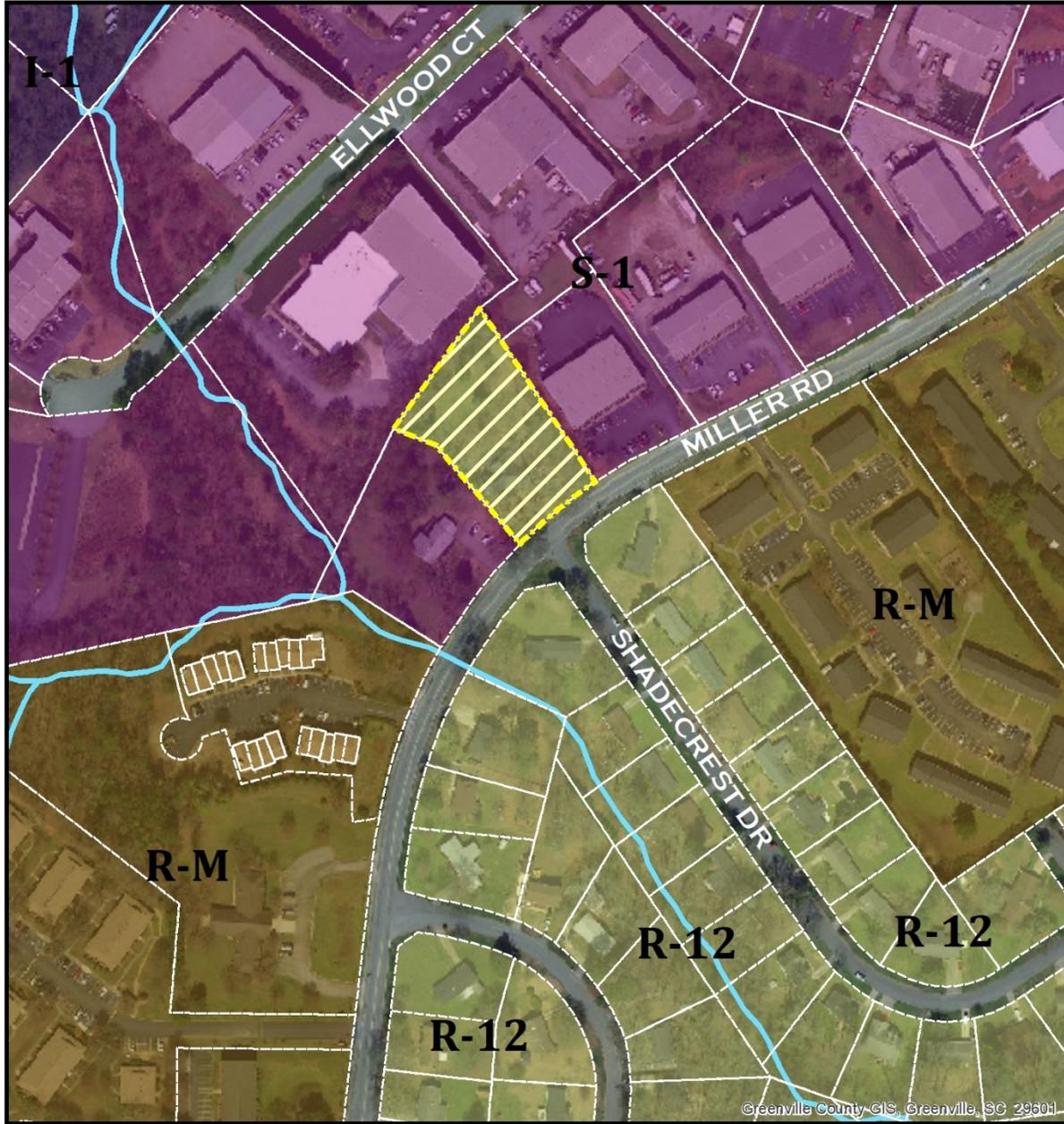
Exhibit A: Zoning Map

Exhibit B: Survey

Exhibit C: Neighborhood Meeting Information

Exhibit D: Proposed Ordinance

EXHIBIT A: ZONING MAP



Legend

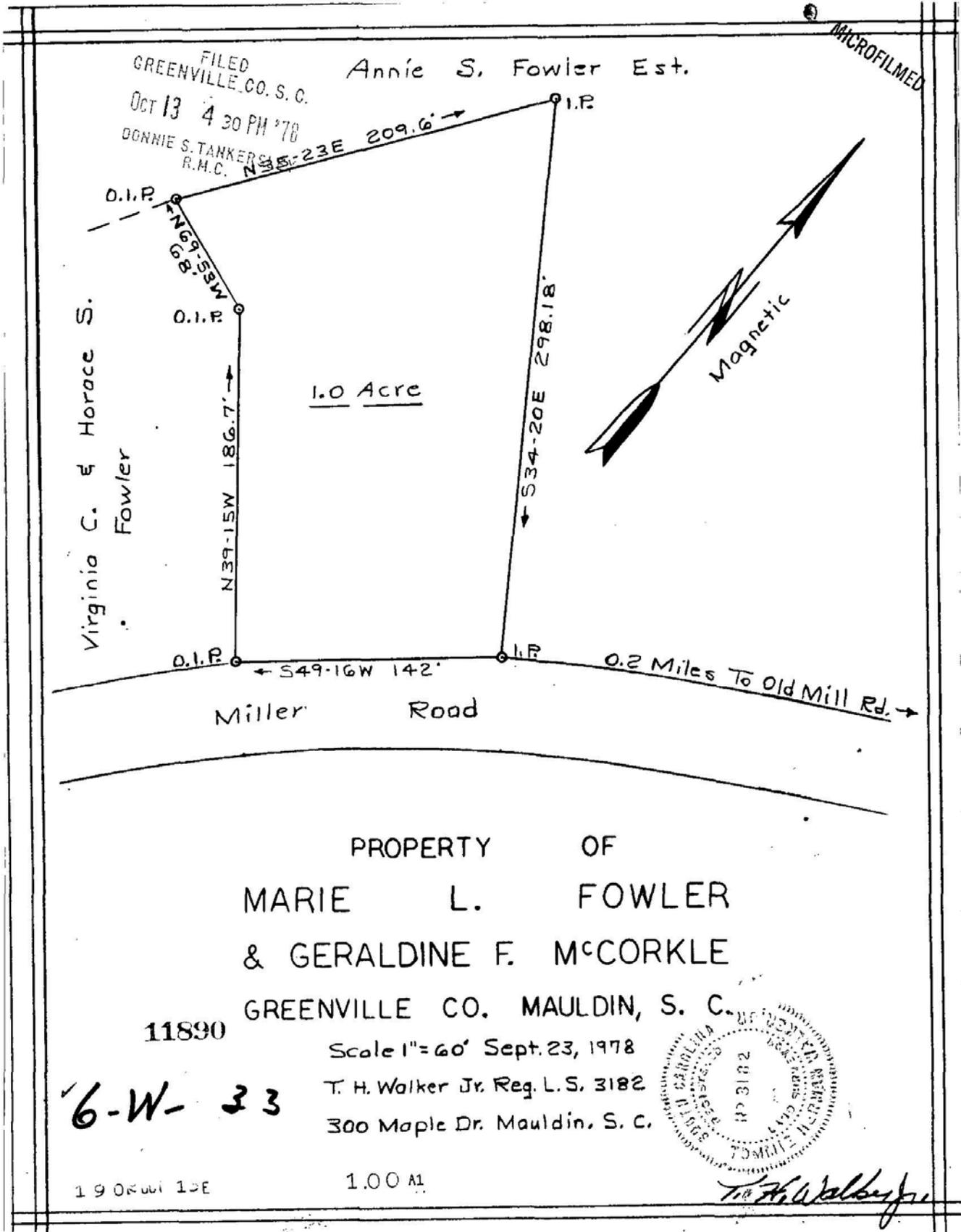
-  Subject Property
-  Water Body
-  Parcels


 Feet
0 200

Created on January 17, 2020

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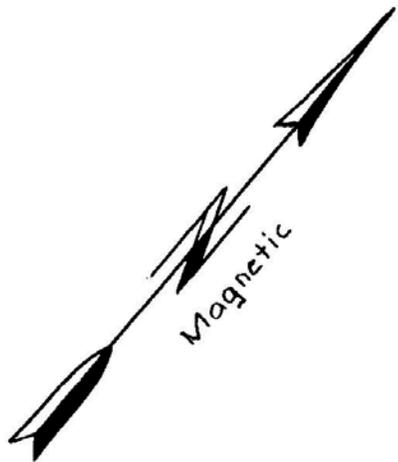
FILED
 GREENVILLE, CO. S. C.
 OCT 13 4 30 PM '70
 DONNIE S. TANKERSLEY
 R.M.C.

Annie S. Fowler Est.

MICROFILMED

Virginia C. & Horace S.
 Fowler

1.0 Acre



Miller Road

0.2 Miles To Old Mill Rd.

PROPERTY OF
 MARIE L. FOWLER
 & GERALDINE F. McCORKLE
 GREENVILLE CO. MAULDIN, S. C.

11890

Scale 1" = 60' Sept. 23, 1978
 T. H. Walker Jr. Reg. L. S. 3182
 300 Maple Dr. Mauldin, S. C.

6-W-33



19 OR 13E

1.00 A1

T.H. Walker Jr.



NOTICE

TO: Property Owner
FROM: Marc Aleksinas and Michael Aleksinas, Robinwood LLC
DATE: December 4, 2019
RE: 317 Miller Road Rezoning

I am making an application to the City of Mauldin to rezone approximately 1 acre at 317 Miller Road. This property is currently zoned as residential (R-12 district). I am seeking to rezone this property the same as the zoning on both sides of the property (S-1 district). I currently own the building behind this property at 25 Ellwood Court and this rezoning will allow me to expand the paved area at 25 Ellwood Court. I also plan to clean up the property and plant new trees and landscaping at the property at 317 Miller Road, so that it looks better from the road than it does currently.

You are receiving this notice because the City of Mauldin's rezoning procedures provide that I send out a courtesy notice to all persons or entities that own property within 200 feet of the property I am seeking to rezone.

If you have any questions about this application, you are welcome to contact me at MarcAleksinas@yahoo.com. Alternatively, you are welcome to join me at a meeting on December 18th at 6:00 PM at the Mauldin Cultural Center at 101 E Butler Rd, Mauldin, SC 29662. I will be available to answer questions at this meeting.

Regards, Marc and Michael Aleksinas

City Council Meeting



317 Miller Road Meeting	
December 18, 2019 6:00:00 PM	
Attendee Name	Address
1 <i>Annemarie Smith</i>	<i>505 Miller Rd Greenville, SC</i>
2 <i>DAVID DYRHAUG</i>	<i>5 E Butler Rd, Mauldin</i>
3 <i>Marc Aleksinas</i>	<i>316 Byrd Blvd, Greenville, SC 29605</i>
4 <i>John Peltz</i>	<i>315 Miller Rd.</i>
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City Council Meeting



6:00 PM December 18, 2019 317 Miller Road Zoning Meeting Notes

Meeting Attendees: Ann Marie Smith, David Dyrhaug, John Libby, Marc Aleksinas, Mike Aleksinas

Before the presentation, Ann Marie let us know some history of the house at 317 Miller Road, which is among the older houses in Mauldin.

Ann Marie: What do you plan to do with the house?

Marc Aleksinas: We plan to remove the house. It is falling apart as you will see in the pictures. Also the house contains asbestos, which poses a health risk.

Ann Marie: Would you consider moving the house?

Marc Aleksinas: We would be open to having anyone move the house off the property.

Mike Aleksinas: It could fall apart. It is not in good condition. But, if you can move it, you can take it.

Ann Marie: When would you take down the house?

Marc Aleksinas: Within the next few months.

At this point, we reviewed the power point presentation on the purpose of rezoning to accommodate a larger concrete pad for 25 Ellwood Court. (The presentation is included.)

Of note, Ann Marie confirmed there was a break-in at 317 Miller Road in January of 2019.

John Libby: Would you have trucks entering and leaving Miller Road?

Marc Aleksinas: We may have trucks a couple of times per month leaving from the Miller Road side. But, the Ellwood Court road is wider and easier to accommodate trucks entering and leaving. Also, I'd think that would be easier to get to Old Mill Road to 276 and 85 by using Ellwood Court.

There was much conversation about the previous owner Bill Goodman and how the house had become run down to disrepair over the last 10 years.



Improving 317 Miller Road

Marc Aleksinas
Mike Aleksinas



Rezoning Meeting

December 18, 2019 at Mauldin Cultural Center

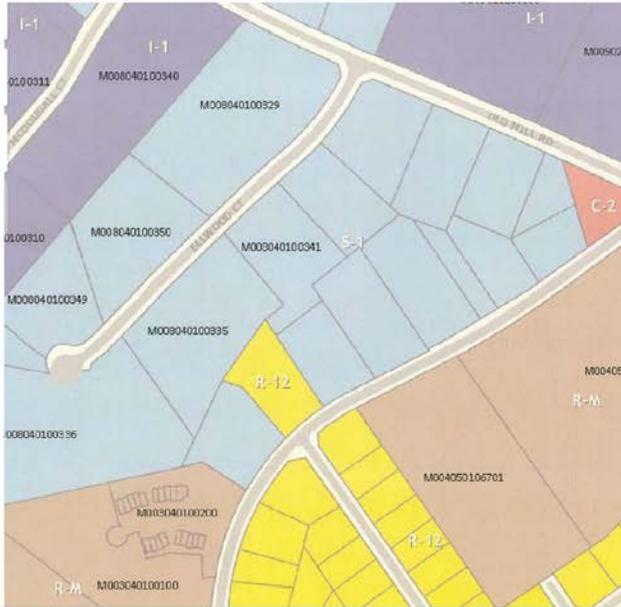
Robinwood

Items to Improve by Rezoning

- A. Current Zoning.
- B. Remove house in disrepair.
- C. Reduce crime potential.
- D. Maintain the property.
- E. Repurpose the rear of the property.
- F. Add landscaping.

Robinwood

A. Current Zoning for 317 Miller Road



- The current zoning is R-12.
- All four adjacent properties are zoned S-1.
- Reclassifying zoning as S-1 would allow for improvements to its current state.

Robinwood

B. Remove House in Disrepair



Robinwood

B. Remove House in Disrepair



Robinwood

B. Remove House in Disrepair



Robinwood

C. Reduce Crime Potential



1. 317 Miller Road's back door shows evidence of a break-in.
2. An unused, derelict house may attract unwanted vagrants and worse.

Robinwood

D. Maintain the Property

Improvements made at 25 Ellwood Court

Before



After



Robinwood

E. Repurpose the Rear of the Property



The area in red would be where improvements would be made to the concrete rear of 25 Ellwood Ct. The area is approximate.

Image from www.gcgis.org/apps/greenvillejs/

Robinwood

F. Improve Landscaping



- The lot at 317 Miller Rd would be improved with fresh landscaping.
- Many of the old growth trees will remain.
- As Robinwood has improved the appearance of 25 Ellwood Ct, 317 Miller Road will look much better than its current state.

Image is the rear of GE along Feaster Road.

Robinwood



Questions?

Thank you for coming. If you need to get in touch with us, please email MarcAleksinas@yahoo.com

Robinwood



ORDINANCE # _____

AN ORDINANCE TO REZONE PROPERTY LOCATED AT 317 MILLER ROAD (TAX MAP PARCEL: M008.04-01-009.02) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Robinwood, LLC, has petitioned the City of Mauldin to rezone 1+/- acres from the R-12, Residential District to the S-1, Services District; and

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

WHEREAS, the rezoning of the parcel to S-1 is not detrimental to adjacent parcels or the immediate surrounding area, and

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

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

Section 1.

That the property described in zoning docket PC-2020-01-RZ and Greenville County Tax Map Parcel M008.04-01-009.02 be rezoned from R-12, Residential, to S-1, Services.

The property is further identified on the attached exhibits that are hereby incorporated into this ordinance.

- Exhibit 1. Zoning Map
- Exhibit 2. Property Map

Section 2.

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

Passed on First Reading _____

Passed on Second Reading _____

CITY OF MAULDIN, SOUTH CAROLINA

ATTEST:

BY: _____
Terry Merritt, Mayor

Cindy Miller, Municipal Clerk

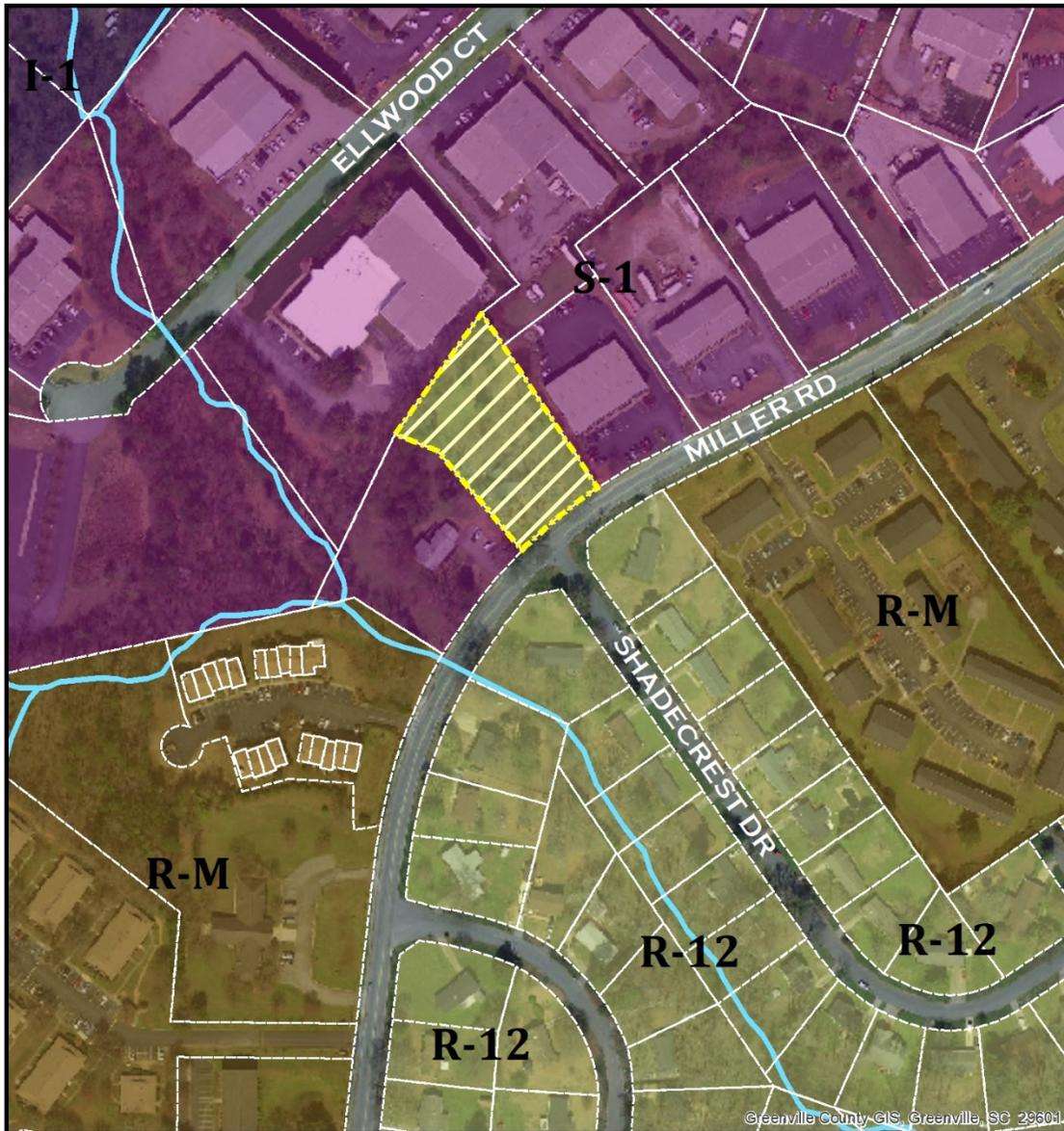
APPROVED AS TO FORM:

John Duggan, City Attorney



EXHIBIT 1

ZONING MAP



Legend

-  Subject Property
-  Water Body
-  Parcels




Created on January 17, 2020

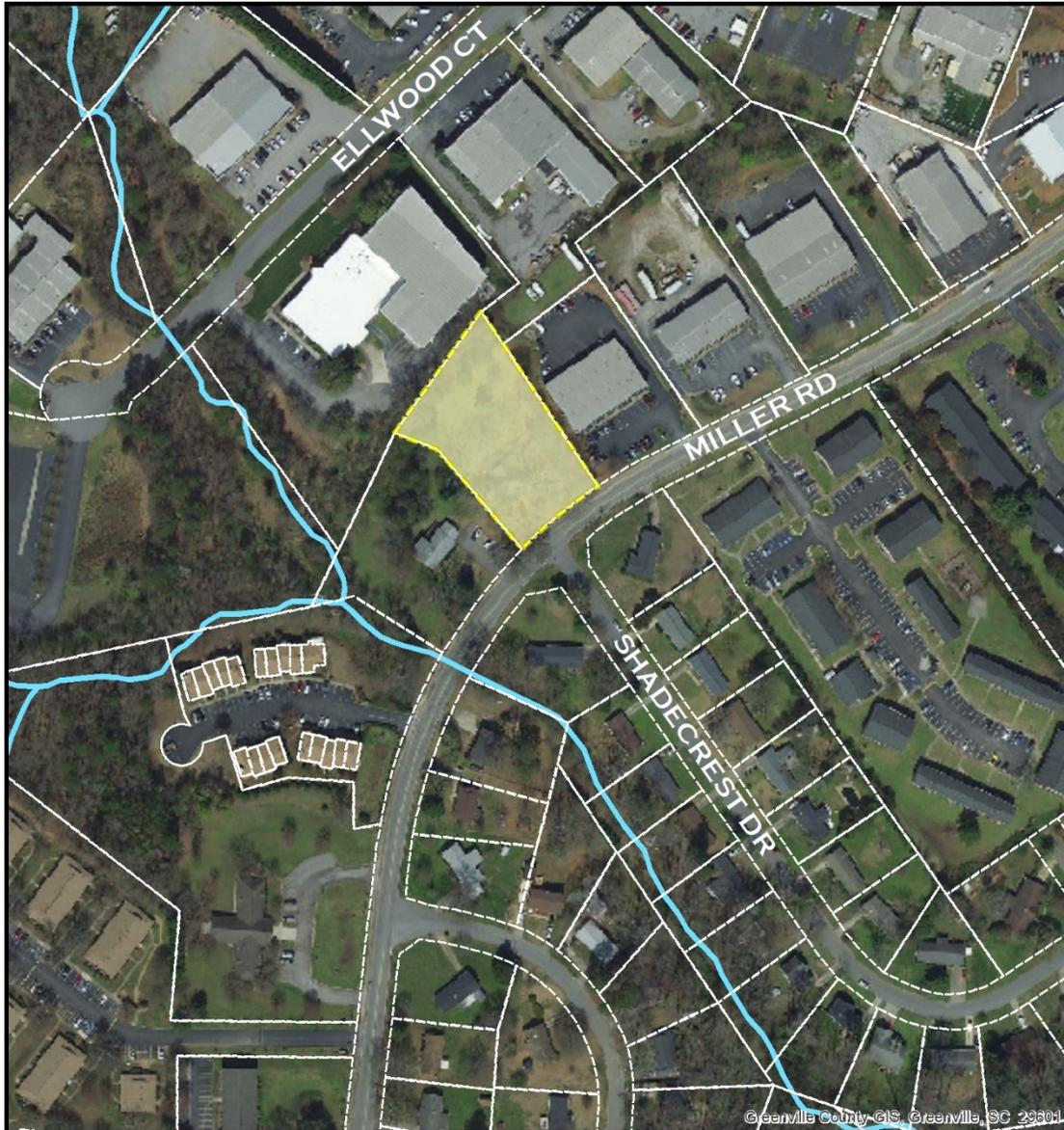
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EXHIBIT 2

PROPERTY MAP



Legend

- Subject Property
- Water Body
- Parcels

Created on January 17, 2020

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CITY COUNCIL AGENDA ITEM

MEETING DATE: March 16, 2020

AGENDA ITEM: 7b

TO: City Council

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

SUBJECT: Amendment to Multi-Family Dwellings Conditional Standards
2nd Reading

BACKGROUND

In 2017, the City of Mauldin adopted an ordinance to allow multi-family housing as a conditional use in the C-1, C-2, and S-1 zoning districts. This came about because a group had desired to develop senior living apartments on Verdin Road. At that time, the zoning of that property, S-1, would not allow for apartments. Typically City staff would have helped the applicant navigate the rezoning process. However, in this particular case, the property owner selling the property had no desire to rezone the property before the property was sold and the developer did not want to close on the sale of the property unless the property had been rezoned. To help with this impasse, City staff introduced the ordinance that would allow multi-family housing as a conditional use under the current zoning.

INTENT OF ORDINANCE

The intent of the ordinance adopted in 2017 was to facilitate mixed-use development patterns within the City. The conditional standards for being able to develop multi-family housing in the C-1, C-2, and S-1 zoning districts focused mostly on architectural design.

Since 2017, City staff has been able to practice the application of this ordinance on at least two development projects: the senior living apartments on Verdin Road currently under construction and an apartment project on N. Main Street currently undergoing plan review. City staff is also beginning to receive several additional inquiries about constructing apartments in other commercial areas of the City, including the Brookfield Business Park.

At this time, City staff would like to introduce amendments to this ordinance that, in staff's opinion, would strengthen the intent of the ordinance to produce mixed-use development at pedestrian scale while introducing some additional placemaking design principles.

As noted above, some of the inquiries staff is receiving are for areas such as business parks and industrial areas. These amendments being introduced also include the protection of the City's employment centers from being infiltrated and overtaken by multi-family housing. Staff would prefer to give more consideration to the appropriateness of multi-family housing in the City's employment areas before allowing such.

SUMMARY OF PROSPECTIVE AMMENDMENTS

In order to facilitate the above intent, the attached ordinance includes the following amendments:

1. *Maximum density.* Simplifies the maximum density allowed for multi-family residential projects by setting the maximum at 20 units per acre.

Comment: Currently, multi-family residential projects in the C-1, C-2, and S-1 districts are allowed a base density of 16 units per acre with an ability to receive a bonus of up to 20 units per acre if they include ground floor retail or construct the building along the front of the property fronting a wide sidewalk. Those bonus provisions have been incorporated into the attached ordinance as requirements. Therefore, it is no longer necessary to have different tiers for maximum density.

2. *Mixed use design.* In order to promote a more active pedestrian environment, principal structures with ground floor retail are required to front primary rights-of-way. This includes a provision that these structures should be built close to the front property line (not set back further than 10 feet).
3. *Parking location.* In order to facilitate a better pedestrian design, parking lots are required to be placed in the side or rear yards of multi-family residential buildings and are prohibited between multi-family structures and the right-of-way.
4. *Public sidewalk.* In order to facilitate better pedestrian design, an 8-foot-wide sidewalk is required along the primary rights-of-way.
5. *Amenity zone.* A 4-foot-wide amenity zone, consisting of landscape plantings and pedestrian amenities such as benches, bicycle parking, planters, public art, etc., is required along the primary rights-of-way.
6. *Civic space.* In order to promote better placemaking and to create outdoor gathering spaces, an outdoor civic plaza is required in a prominent location of the development project, usually adjacent to a primary right-of-way.
7. *Prohibited locations.* In order to protect current and future opportunities for employment centers, multi-family residential is prohibited in business park areas such as Brookfield, Old Mill Road, and Old Stage Road.

The attached ordinance also contains the following minor amendments:

1. *Entrances.* The requirements for orienting entrances to the street have been reworded for clarity. A requirement for a porch or stoop area has been added.
2. *Building façades.* Vents and downspouts need to be incorporated into the design. Upper-story decks and patios need to avoid direct views in the private spaces of adjacent single-family homes.
3. *Fenestration.* In addition to including a minimum level of windows (40%) along the ground floor street-facing façade, a minimum level of windows (20%) is required along other façades.



4. *Roof form.* Pitched roofs need to include variation in their design. Green roofs have been listed as an acceptable roof form.
5. *Façade materials.* Language for façade material changes along horizontal lines has been added. Accessory buildings and structures need to use similar materials and styles as the primary building(s).

PLANNING COMMISSION MEETING

On January 28, 2020, the Planning Commission conducted a public hearing for these amendments. No public comments were provided.

During its discussion and review, the Planning Commission recommended three adjustments to the proposed ordinance:

1. Prohibit off-street parking between multi-family structures and the right-of-way (for the purpose of emphasizing the pedestrian environment);
2. Add a definition for “primary right(s)-of-way”; and
3. Add a requirement for a planting strip or amenity zone between the edge of the street and the sidewalk.

These adjustments have since been added to the proposed ordinance.

TIMELINE

On January 28, 2020, the Planning Commission voted 6-0 to recommend approval of the proposed amendments with the inclusion of some adjustments noted above.

On February 10, 2020, the Building Codes Committee voted 3-0 to forward this ordinance to City Council with a recommendation of approval.

On February 17, the City Council approved this ordinance on first reading.

RECOMMENDATION

Staff supports the amendments included in the proposed ordinance.

Recommended Motion: I move that the proposed amendments regarding multi-family housing in commercial districts be adopted on second reading.

ATTACHMENT

Proposed Ordinance

ORDINANCE # _____

AN ORDINANCE TO AMEND SECTION 10:13, MULTI-FAMILY DWELLINGS: C-1, C-2, AND S-1 DISTRICTS, IN THE MAULDIN ZONING ORDINANCE.

WHEREAS, the City of Mauldin Comprehensive Plan encourages mixed-use development patterns that reduce the need for short-distance automobile trips; and

WHEREAS, the City of Mauldin finds that the proximity of housing to jobs and shopping activities can achieve traffic reduction by the internal capture of home-work, home-shopping, and work-shopping trips; and

WHEREAS, the City of Mauldin adopted an ordinance on September 18, 2017, to allow multi-family housing as a conditional use in the C-1, C-2, and S-1 zoning districts; and

WHEREAS, the City desires to further facilitate mixed-use development opportunities in appropriate locations; and

WHEREAS, the City desires to strengthen the standards for mixed-use development projects; and

WHEREAS, pursuant to properly published public notice, the Mauldin Planning Commission first considered this matter at a public hearing on January 28, 2020.

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

Section 1 Amendment. Amend Section 10:13, Multi-family Dwellings: C-1, C-2, and S-1 Districts, of the Mauldin Zoning Ordinance, as follows (*language that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language is not ~~struck through~~ or underlined is not to be changed, and *** represents sections of the Zoning Ordinance that have been skipped and remain unchanged*):

Sec. 10:13 – Multi-family Dwellings: C-1, C-2, and S-1 Districts.

This section establishes design standards for multi-family dwellings in the C-1, C-2, and S-1 zoning districts. These standards are not intended to restrict imagination, innovation, or variety, but rather to assist in focusing design principles, which can result in creative solutions that will facilitate mixed-use development opportunities, develop a satisfactory visual appearance, preserve taxable values, and promote the public health, safety, and general welfare. These standards are supplemental to other regulations which would otherwise apply.

A. *Maximum density.* The maximum density shall not exceed ~~sixteen (16)~~ twenty (20) dwelling units per acre. ~~Notwithstanding the maximum density may be increased to a~~

~~maximum of twenty (20) dwelling units per acre if the multi-family residential development project meets one (1) of the following criteria:~~

- ~~1. The ground floor of the applicable principal structure(s) shall be entirely occupied or reserved for occupancy by retail or commercial uses;~~
- ~~2. The applicable principal structure(s) shall front a public sidewalk not less than eight (8) feet in width and shall not be set back further than ten (10) feet from the front property line. Furthermore, no off street parking shall be located between the principal structure(s) and the front property line;~~
- ~~3. The entire project qualifies as a service-based senior living facility. As used herein, a service-based senior living facility shall mean a facility which provides both services and housing restricted to persons generally fifty-five (55) years of age and older. Examples of such services may include security, concierge, enriching activities, dining, religious services, and housekeeping.~~

B. *Mixed use design.*

1. Multi-family residential development shall create an environment of vitality through the inclusion and careful design of non-residential uses that generate activity.
2. Principal structures shall be provided along all primary rights-of-way and shall not be set back further than ten (10) feet from the right-of-way line.
3. The ground floor of structures along the primary rights-of-way shall be entirely occupied or reserved for occupancy by compatible retail or service uses.

C. *Primary right-of-way*

1. The right-of-way represents an opportunity for activity and liveliness, not just driving. The intent of these standards is to expand the public realm and provide greater opportunity for pedestrian activity and in-person interactions.
2. Multi-family residential development shall provide a primary right-of-way designed for pedestrian activity. As used herein, a primary right-of-way shall mean an existing right-of-way which abuts the development project and/or a right-of-way environment created internally within the project. Whether existing or created, this primary right-of-way environment shall be linear in design adjacent to the principal structure(s) of the development and shall consist of basic right-of-way features including vehicular lanes of travel and public sidewalks.
3. Where multi-family residential development abuts an arterial and/or collector street, the existing right-of-way for that arterial and/or collector street shall be considered a primary right-of-way, in addition to any created right-of-way environment.
4. In addition to any existing primary right-of-way that abuts the project, multi-family residential development projects with at least 100 dwelling units shall include a primary right-of-way environment created internally within the project along a reasonable extent proportional to the development. This created right-of-way

environment shall be located and designed as a focal feature of the development. A right-of-way environment may be created along private drives.

5. In addition to the vehicular lanes of travel, the primary right-of-way shall at a minimum include the following elements: (1) a pedestrian zone, and (2) an amenity zone.
6. The pedestrian zone shall consist of a public sidewalk not less than eight (8) feet in width along the entire length of the primary right-of-way.
7. The amenity zone shall consist of landscape plantings and pedestrian amenities such as benches, bicycle parking, planters, public art, etc. The amenity zone shall not be less than four (4) feet in width.
8. The Business and Development Services Director may approve alternative designs for the primary right-of-way as well as alternative minimum widths for the pedestrian zone and/or amenity zone where the intent of these standards is still achieved and where normal compliance is impractical or impossible.

↳ D. Pedestrian walkways.

1. Pedestrian walkways at least four (4) feet in width shall be provided between buildings, streets, driveways, community spaces, and off-street parking.
2. Sudden changes of grade or sharp turns resulting in “blind spots” are discouraged.
3. Walkways shall transect common open space to enhance visual access while minimizing conflicts between vehicles, bicycles, and pedestrians.
4. Entry points and intersections of pedestrian walkways should be framed by landscaping consisting of plant, lighting, and hardscape materials scaled to the pedestrian context.

E. Civic space.

1. Multi-family residential development shall provide an outdoor plaza. Because they provide access to the outdoors and serve as public gathering places, these civic spaces are important to the health and vibrancy of the community.
2. For the purposes herein, a plaza shall mean an outdoor hardscaped area that is usually framed by buildings and streets and that provides amenities for pedestrians such as seating, shade, and ornamental features like fountains, art, and landscaping.
3. Plazas shall not be made up of residual space left after buildings are placed on a site (i.e., along sound walls, tucked into corners, or the like). Rather they shall be centrally and prominently located in a manner that is visible and easily accessible, usually adjacent to a primary right-of-way.
4. Plazas shall generally be regular in shape (i.e., rectangular, square, etc.).



5. The vibrancy and vitality of a plaza is directly related to the uses in buildings directly adjacent to the space. At least 50 percent of a building's frontage on a plaza shall be occupied by compatible retail or service establishments allowed under the applicable underlying zoning district. These uses may include uses such as restaurants, supermarkets, shopping stores, and personal care services. Certain uses are discouraged because they are incompatible with the goal of providing pedestrian activity. These may include wholesale establishments, automobile sales and services, parking garages and parking lots, contractor and construction services, and manufacturing establishments.
6. To ensure that a connection between buildings and plazas is maintained, principal building entrances shall be located on the plaza or within 10 feet of the space for any building adjacent to the civic space.
7. All new building walls fronting onto a plaza shall be treated with clear, untinted transparent material at least 50 percent of the surface area below 14 feet above the plaza level or the ceiling level of the ground floor, whichever is lower. Any non-transparent area of a new or existing building wall shall be treated with a decorative element or material, or screened with planting to a minimum height of 15 feet above the plaza level.
8. To facilitate access into plazas from adjacent sidewalks, at least 50 percent of the front of the space that abuts the sidewalk shall be free of obstructions.
9. Plazas shall provide at least one linear foot of seating for every 30 square feet of plaza.
10. Plazas shall provide at least two different seating types. Acceptable seating types include: moveable seating, fixed individual seats, fixed benches, seat walls, planter ledges, and seating steps.
11. In order to make plazas feel safe and inviting, abundant and well-designed lighting at adequate levels shall be provided. A minimum 2 horizontal foot candles is required for all walkable and seating areas. All light sources shall be shielded from direct view.
12. Plazas shall provide trash receptacles of sufficient size and quantity. One receptacle shall be provided for every 1,200 sq. ft. or fraction thereof. All receptacles shall have a minimum capacity of 25 gallons and a minimum opening of 12 inches.
13. In order to create comfort, shade, and textual variety, plazas shall provide trees and other planted areas. At least 15 percent of the space shall be comprised of planted areas, in the form of planting beds, groundcover or accessible lawns.
14. A minimum number of trees shall be provided within the space in accordance with Table 10.13.1. Trees shall be at least 3 inches in caliper at the time of planting. Trees shall be surrounded by a porous surface at least 5 feet in width that allows water to penetrate to the tree roots.



15. The plaza shall be sized accordingly:

Table 10.13.1

<u>Number of Dwelling Units</u>	<u>Minimum Area</u>	<u>Minimum Width</u>	<u>Minimum Number of Trees</u>
<u>0-9 units</u>	<u>400 sq. ft.</u>	<u>20 ft.</u>	<u>1</u>
<u>10-19 units</u>	<u>800 sq. ft.</u>	<u>30 ft.</u>	<u>2</u>
<u>20-49 units</u>	<u>1,200 sq. ft.</u>	<u>40 ft.</u>	<u>3</u>
<u>50-99 units</u>	<u>1,600 sq. ft.</u>	<u>50 ft.</u>	<u>4</u>
<u>100+ units</u>	<u>2,400 sq. ft.</u>	<u>60 ft.</u>	<u>5</u>

~~F.~~ F. Parking location.

1. Parking areas shall be located and designed to reduce or eliminate visual and operational impacts on surrounding land uses.
2. Parking structures, when included, shall provide:
 - a) Building façade treatments and materials similar to façades with residential units;
 - b) Clear sight lines of abutting streets, driveways, and pedestrian pathways;
 - c) Light-colored interior walls and ceilings; and
 - d) Adequate and uniform interior lighting without glare to surrounding properties.
3. All off-street parking shall be located within parking structures or in the side or rear yards of multi-family residential buildings. No off-street parking shall be located between the plane of any front wall of a principal structure and any adjacent primary right-of-way.
4. Garage doors or vehicular entrance points to parking structures shall be located at least ten feet behind the street-facing building façade.

~~G.~~ G. Orientation.

1. Multi-family residential buildings shall be configured in a manner that activates street fronts and enhances pedestrian activity by orienting buildings and entrances towards adjacent streets, sidewalks, and open spaces.
2. ~~Principle~~ Principal buildings shall be sited to maximize natural ventilation, solar access, and access to views, to the maximum extent practicable.

~~H.~~ H. Entrances.

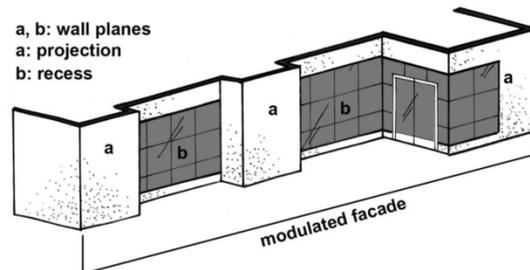
1. All entrances shall be adequately illuminated and oriented to promote natural surveillance.
2. ~~The main entrance of each principal building must face the street. On corner lots, the main entrance may face either of the streets or be oriented to the corner. With~~

~~buildings that have more than one (1) main entrance, only one (1) entrance must meet this requirement.~~

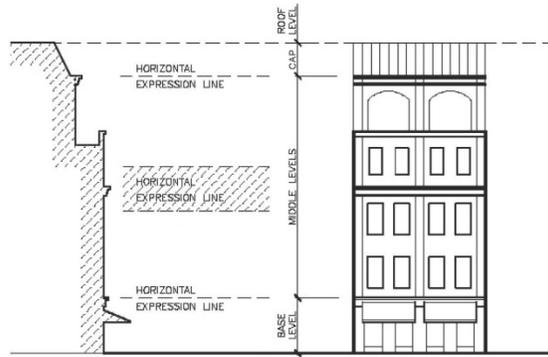
2. Street-level, street-facing multi-family dwelling units shall have a street-oriented entrance or, in-lieu thereof, a shared street-oriented entrance for every two street-level, street facing units.
3. Street-facing entrances for individual dwellings should include at least 36 square feet of usable porch or stoop area that is elevated above street level to create a separation of public and private space and to help activate the street.
- ~~3~~ 4. Shared building entrances shall be pedestrian-scaled and covered with canopies or overhangs.
- ~~4~~ 5. Exterior open stairways and corridors serving more than one (1) dwelling unit and facing a public street or residential zoning district are prohibited.

~~D~~ I. *Building façades.*

1. Buildings shall incorporate varied massing and design across long façades. Building walls shall be articulated at a minimum of every fifty (50) feet. Articulation may include modulating building elements such as recesses, projections, expressed entries, building form, columns, pilasters, colonnades, arcades, and/or other clearly expressed architectural details. No horizontal section of the building façade shall exceed fifty (50) feet without incorporating visible changes in the façade elevation.



2. In order to modulate their scale, buildings at least three (3) stories in height shall individually articulate the base, middle, and cap through the use of expression lines, cornices, string cornices, step-backs, or similar articulating feature. For the purposes of this section, the base generally includes the ground floor of the building, including entryways and windows; the middle is generally described as the upper stories of a building and typically features windows and/or balconies; and the cap includes the area from the top floor to the roof of the building.



3. For buildings at least three (3) stories in height, upper story decks or patios should be configured to avoid direct views into the private spaces of adjacent residential uses.
4. The articulation of buildings pursuant to this section shall include at least three (3) of the following:
 - a) Awnings or other weather protection for pedestrians;
 - b) Distinct changes in texture and color of wall surfaces;
 - c) A covered front porch or other designated gathering area occupying at least twenty-five (25) percent of the front façade width;
 - d) Vertical accents or focal points such as towers, spires, cupolas, window walls, or widow walks;
 - e) Distinctive window trim including lintels and sills;
 - f) Art work or bas relief;
 - g) Repetitive ornamentation, including decorative features such as wall-mounted light fixtures, with a maximum spacing of fifty (50) feet; or
 - h) Other comparable elements, as approved by the Business and Development Services Director.
5. Vents, exhaust vents, and downspouts shall be incorporated into the overall design.
6. Upper-story decks or patios shall be configured to avoid direct views into the private spaces of adjacent single-family dwellings.

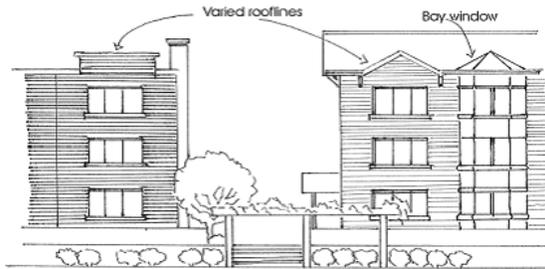
J. Fenestration.

1. At least ~~twenty-five (25)~~ forty (40) percent of the area of a ground floor street-facing façade must include windows and/or main entryways. All other building façades shall have a minimum glazed area of twenty (20) percent.
2. Windows on side façades shall be positioned to avoid direct views into the windows of an existing adjacent residential dwelling.
3. Windows and doors of proposed dwellings shall allow for casual surveillance of the parking and common open space areas.

4. Windows shall complement the rhythm, size, proportion, and trim of adjacent residential buildings.

~~F~~ K. *Roof form.*

1. For buildings at least three (3) stories in height, roof lines shall vary and be expressed in a visually interesting manner that complements the composition of the building and the surrounding area. This can be achieved through the use of dormers, varied cornice lines and/or ~~parapets~~ varied parapet lines, and other similar architectural features.



2. Pitched roofs shall include variation in planes, slopes, and features.
- ~~2~~ 3. Overhanging eaves and roof rakes on gable ends shall extend at least six (6) inches past the supporting walls.
- ~~3~~ 4. Flat roofs shall incorporate parapet walls with three-dimensional cornice treatments designed to conceal the roof and roof-mounted mechanical equipment. All parapet walls visible from a public street shall be finished.
- ~~4~~ 5. The parapet wall shall be similar in color and material to the building and shall not exceed twenty-five (25) percent of the height of the supporting wall.
- ~~5~~ 6. When adjacent to residential zoning districts, the roof form of multi-family residential buildings shall complement the character of surrounding residential structures.
- ~~6~~ 7. All roof vents, pipes, antennae and other roof penetrations should be of a color that will minimize their visual impact unless concealed by a parapet, located on the rear elevation, or configured to have a minimum visual impact as seen from the street or existing residential development.
8. Green roofs, which use vegetation to improve stormwater quality and reduce runoff, may be incorporated as an alternative to the roof forms described in this subsection.

~~G~~ L. *Façade materials.*

1. Building materials shall either be similar to the materials already being used in the immediate area or, if dissimilar materials are being proposed, other characteristics such as scale and proportions, form, architectural detailing, color, and texture shall be utilized to ensure that enough similarity exists for the building to be compatible despite the differences in materials.

2. Where two (2) or more materials are proposed to be combined on a façade, the heavier and more massive elements shall be located below the lighter elements (e.g., brick shall be located below stucco). Use of a heavier material as a detail on the corner of a building or along cornices or windows is acceptable.
3. Primary façade materials shall not terminate or change at outside corners, and shall continue a minimum distance of two (2) feet from the front corners along the side façades.
4. Material changes shall occur along a horizontal line or where two forms meet. It is acceptable, however, that change of materials occur as accents around windows, doors, cornices, or as a repetitive pattern.
- ~~4~~5. The following materials shall not be used in the exterior building finish:
 - a) Corrugated metal siding;
 - b) Exposed smooth-finished concrete block;
 - c) Styrofoam-backed and synthetic stucco within twelve (12) feet of the grade level and within two (2) feet of any exterior door jamb; or
 - d) Vinyl siding.
6. Accessory buildings and structures shall be similar in materials and architectural style to the primary building(s).

~~H~~ M. *Service areas and equipment.*

1. Exterior mechanical equipment, vending machines, service and delivery areas, outdoor storage, trash storage, and accessory uses and structures that may produce noise, odor, glare, vibration, or other nuisances, shall be screened from view of public and common areas and adjacent properties.
2. Adequate facilities for waste disposal shall be provided and shall be appropriately screened.

~~J~~ N. *Landscaping and screening.*

1. Building foundations shall be landscaped along the full length of each front façade. Landscaping shall wrap around the corners and shall continue around building sides to a logical conclusion point or a minimum distance of ten (10) feet, whichever is less.
2. Foundation landscaping shall have an average depth of six (6) feet and a minimum depth of four (4) feet. Foundation landscaping depth along a sidewalk may be reduced by up to fifty (50) percent, where needed to provide for adequate pedestrian circulation or pedestrian amenities.
3. Structures along primary rights-of-way which contain non-residential uses on the ground floor shall be exempt from foundation landscaping requirements.

~~M~~ Q. Exterior lighting.

1. Exterior lighting shall be compatible with building architecture and scaled (dimension and intensity) to complement its context.
2. Adjacent to residential zoning districts, exterior lighting, whether pole-mounted or wall-mounted, shall not exceed a maximum height of fifteen (15) feet above grade. Uplighting of building or site features shall be directed away from adjacent properties.
3. Internally illuminated signage or awnings are prohibited in direct view or any adjacent residential zoning district.

~~M~~ P. Crime prevention through environmental design. Multi-family residential development is encouraged to adhere to the generally accepted Principles of Crime Prevention Through Environmental Design (CPTED), to the maximum extent practicable. These principles involve the design of walkways, fences, lighting, signage, and landscape to enhance natural site surveillance, control of access, and clear definition of public and private spaces.

Q. Other applicable standards. All multi-family housing residential developments projects shall be subject to other applicable standards established in the Mauldin Zoning Ordinance and Mauldin Land Development, including, but not limited to, Section 8:1 of the Mauldin Zoning Ordinance. Where other standards may differ from the standards herein, the higher, or more restrictive, standard shall apply.

R. Prohibited locations. Multi-family residential development shall be prohibited at the following locations: along Brookfield Parkway, Brookfield Boulevard, Brookfield Oaks Drive, Old Stage Road, Greer Drive, Palmetto Drive, Carlisle Drive, Old Mill Road (between Miller Road and Forrester Drive), Ellwood Court, McDougall Court, International Court, Geneva Court, Devonshire Road, Bi-Lo Boulevard, S. Park Drive, and Mourning Dove Lane.

City Council Meeting



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

Passed on First Reading: _____

Passed on Second Reading _____

CITY OF MAULDIN, SOUTH CAROLINA

BY: _____
Terry Merritt, Mayor

ATTEST:

Cindy Miller, Municipal Clerk

APPROVED AS TO FORM:

John Duggan, City Attorney



City Council AGENDA ITEM

MEETING DATE: March 16, 2020

AGENDA ITEM: 8a

TO: City Council

FROM: Police Chief M. Bryan Turner

SUBJECT: Mutual Aid Agreements – City of Goose Creek & Horry County Sheriff’s Office

REQUEST

The Committee is requested to consider and approve mutual aid agreements with the City of Goose Creek and the Horry County Sheriff’s Office attendant to law enforcement and support assistance.

HISTORY/BACKGROUND

In recent years the Mauldin Police Department has provided law enforcement and support assistance to various SC Law Enforcement Agencies. In late December 2019, a request was initiated by the City of Goose Creek to have City Police Officers provide investigative assistance with an ongoing case/operation. Shortly thereafter the Police Department received another request from the Horry County Sheriff’s Office for the same assistance. In reviewing the City’s existing law enforcement related mutual aid agreements, it was observed there were no current mutual aid agreements on file between these law enforcement agencies.

ANALYSIS or STAFF FINDINGS

SC Code requires the governing body to provide approval to all mutual aid documents. These documents provided by the City of Goose Creek and the Horry County Sheriffs Office has been provided to the City Attorney for review.

TIMELINE

Consideration by Council during its March 16, 2020 meeting.

RECOMMENDATION

Initial review by the Public Safety Committee, and item moved to full council for approval of the Mutual Aid documents.

ATTACHMENTS

City of Mauldin/Horry County Sheriff’s Office Mutual Aid 2020
City of Mauldin/City of Goose Creek Mutual Aid 2020

STATE OF SOUTH CAROLINA)
)
) **LAW ENFORCEMENT**
) **ASSISTANCE AND SUPPORT AGREEMENT**
 CITY OF GOOSE CREEK)

This agreement is made and entered into this 13th day of December, 2019, by and between the **CITY OF GOOSE CREEK POLICE DEPARTMENT** and the **CITY OF MAULDIN POLICE DEPARTMENT**.

WHEREAS, as amended on December 13, 2019, South Carolina Code Ann. Section 23-20-10, et seq., provides that counties, incorporated municipalities, or other political subdivisions of this State may enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions across jurisdictional lines, including but not limited to: patrol services, crowd control, traffic control and safety, and other emergency service situations; and

WHEREAS, the parties desire to enter into such an agreement for the purpose of assisting one another in the proper provision and prudent exercise of public safety functions across jurisdictional lines; and

WHEREAS, it is the desire and intent of the parties to evidence their joint undertaking for the provision of mutual assistance in law enforcement matters by the temporary assignment of law enforcement officers between jurisdictions to the fullest extent as is allowed by law; and

WHEREAS, it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law; and

WHEREAS, the purpose of this Agreement is to define the scope of such mutual aid and the responsibilities of the parties hereto;

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

I. Statement of Specific Services and Procedures for Requesting Assistance

A. Assistance. The assistance to be rendered pursuant to this Agreement shall solely involve the temporary transfer or assignment of law enforcement officers and/or equipment from one party's jurisdiction to the other for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines.

1) Public Safety Functions include, but are not limited to:

- a) multi-jurisdictional task forces;
- b) criminal investigations (including, but not limited to, investigations relating to illegal narcotics and narcotics related activities);
- c) patrol services;
- d) crowd control;
- e) traffic control; and,
- f) other emergency service situations.

2) Other Emergency Service Situations include, but are not limited to:

- a) riot or disorder;
- b) natural disasters;
- c) mass processing of arrests;
- d) transporting prisoners;
- e) operating temporary detention facilities; and,
- f) vehicular pursuits.

B. Procedure for Requesting Assistance.

1) Request. A request for assistance shall only be made by the head of the requesting law enforcement agency or his or her designee. The request shall include a description of the situation creating the need for assistance, the number of law enforcement officers requested, the location to which the personnel are to be dispatched, and the officer in charge at such location.

2) Reply. A reply to any request for assistance shall only be made by the head of the assisting law enforcement agency or his or her designee. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to be furnished.

C. Procedures When Assisting.

1) Officer in Charge. The personnel transferred or assigned by the assisting law enforcement agency shall report to the Officer-In-Charge of the requesting law enforcement agency at the designated location or by way of radio contact and shall be subject to the lawful orders and commands of that official. The assisting law enforcement officers shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency.

2) Radio Communication. Radio communication between the requesting law enforcement agency and the assisting law enforcement officers shall be maintained by use of the State regional radio channel system, unless a radio channel that is mutually shared by the parties hereto is otherwise available.

3) Release. The assisting law enforcement officers temporarily transferred or assigned shall be released by the Officer-In-Charge when their services are no longer required or when they are needed to respond to a situation within the geographical boundaries of their own jurisdiction. However, the assisting law enforcement officers shall use their best efforts to complete the requested services prior to being released.

D. Vesting of Authority and Jurisdiction. To the fullest extent permitted by the Constitution and statutes of this state, for purposes of investigation, arrest or any other activity related to the purpose for which they were requested, assisting officers assigned under this agreement shall be vested with the same jurisdiction, authority, powers, privileges, immunities, rights and duties to enforce laws of the State of South Carolina and/or the laws of the requesting agency's jurisdiction, as officers of the requesting agency.

II. Financial Issues

A. Compensation and Reimbursement.

1. The temporary transfer or assignment of law enforcement officers made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension or retirement rights of such transferred or assigned officers, and such officers shall continue to be paid by the agency where they are permanently employed.

2. The parties agree that compensation and/or reimbursement for services provided hereunder shall be limited to the reciprocal provision of services of like kind, to include the ancillary benefits of increased investigation and prevention of crime in their respective jurisdictions.

3. Any other agreement for reimbursement between the parties must be written and executed in the same manner as this agreement.

B. Costs and Expenses. Except as otherwise provided herein, each party shall bear its own costs and expenses incurred in the performance of its obligations hereunder.

C. Insurance and Bond. It is agreed and understood that the parties hereto shall be solely responsible for maintaining such insurance protection and workers compensation coverage on its employees as may be required by law or deemed advisable by the party. The bond, if any, for any officers operating under this agreement, shall include coverage for their activity in the other jurisdiction covered by this agreement in the same manner and to the same extent provided by the bonds of regularly employed officers of that county or municipality.

III. Arrangements for use of Equipment and Facilities

A. Supply and Provision of Equipment and Facilities. Each party shall be responsible for the maintenance of its own equipment and shall supply the equipment for its law enforcement officers. The host agency will procure and provide the facilities for law enforcement operations and will designate its location at the time assistance is requested unless otherwise agreed upon by the parties.

B. Damage to Equipment. Each party shall bear the risk of its damage or loss to its own equipment; provided, however, that if the equipment is damaged by the acts or omissions of employees of the other party, then the other party shall reimburse the damaged party for its loss.

IV. Records and the Processing of Requests Pursuant to the Freedom of Information Act

A. Records. The requesting law enforcement agency shall be primarily responsible to maintain records relating to the incident for which assistance has been requested. However, each law enforcement agency shall maintain its own personnel and other usually kept records as to its assigned officers. Each party shall make records relating to law enforcement activities conducted pursuant to this Agreement available to the other party upon request and without costs.

B. Processing Freedom of Information Act Requests. Each party shall be responsible for responding to Freedom of Information Act requests received by their agency in accordance with South Carolina Law. It is anticipated, but not required, that when responding to Freedom of Information Act requests the parties will consult with one another to ensure their responses to such requests are complete, consistent and in compliance with South Carolina Law.

V. Legal Contingencies

A. Lawsuits and Payment of Damages Arising from Provided Services. Neither party shall be responsible for defending any legal action brought against the other party or its employees arising out of circumstances in which assistance was requested or provided, nor shall it be responsible to pay any fees, costs, damages or verdicts incurred by the other party in such a legal action.

B. No Indemnification or Third-Party Rights. The parties shall be solely responsible for the acts and omissions of their respective employees, officers and officials. No right of indemnification is created by this agreement and the parties expressly disclaim such a right. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any person or entity not a party to this agreement.

VI. Stipulation Regarding Control Over Assisting Agency's Personnel

A. Primary Responsibility. It is agreed and understood that the primary responsibility of the parties hereto is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance.

B. Control. Except as otherwise agreed among the parties, each party shall maintain control over its personnel.

C. Employment Status. Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this agreement shall be the employees of the law enforcement agency requesting such assistance.

VII. Term, Duration, Modification and Termination

A. Term and Duration. This Agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

B. Modification. This Agreement shall not be modified, amended or changed in any manner except upon the express written consent of the parties hereto.

C. Termination. This Agreement may be terminated by either party by providing written notice to the other party. Such notice becomes effective upon receipt of the notice by the other party.

VIII. General Provisions

A. Responsibility to Respective Governing Bodies. Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

B. Severability. Should any part of this Agreement be found to be unenforceable by any court or other competent authority, the rest shall still remain in full force and effect.

C. Binding Successors in Office. All parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

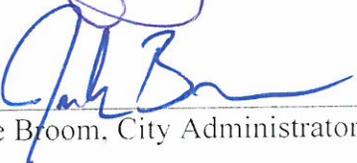
IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

City of Goose Creek:



L.J. Roscoe, Chief of Police

Witness



Jake Broom, City Administrator

Witness

City of Mauldin:

M. Bryan Turner, Chief of Police

Witness

Authorized City Official

Witness

STATE OF SOUTH CAROLINA)
)
) LAW ENFORCEMENT
) ASSISTANCE AND SUPPORT AGREEMENT
 COUNTY/CITY OF HORRY)

This agreement is made and entered into this 4th day of February, 2020, by and between the **Mauldin Police Department, 5 E. Butler Road, Mauldin, South Carolina, 29662** and the **Horry County Sheriff's Office, 1301 2nd Avenue, Conway, SC 29526**.

WHEREAS, as amended on June 3, 2016, South Carolina Code Ann. Section 23-20-10, et seq., provides for contractual agreements between and among state, county, municipal and local law enforcement agencies for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines;

WHEREAS, the **Mauldin Police Department** desires to enter into such an agreement with the **Horry County Sheriff's Office** for the purposes of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, special events, emergency situations, and any other law enforcement activities;

WHEREAS, the purpose of this Agreement is to define the scope of such mutual aid and the responsibilities of the parties; and

WHEREAS, during these activities, it is possible that law enforcement officers will respond to, become involved with, and/or deal with emergency situations, civil disorders, arrests, natural or manmade disasters, pursuits of criminal suspects, location of missing persons, criminal investigations, and/or any other matter handled by law enforcement, and the requesting agency desires replying agency's officers to have lawful authority and jurisdiction to respond to, become involved with, and/or deal with these or any other situations which may arise during the presence of responding agency's officers in the requesting agency's jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is the intent of the parties to share jurisdiction under this written Agreement to the fullest extent permitted under South Carolina law and it is further agreed as follows:

1. VESTING OF AUTHORITY AND JURISDICTION

To the fullest extent permitted by the Constitution and the statutes of this State, officers assigned under the Agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges outside his resident jurisdiction for the purpose of investigation, arrest, or any other activity related to the criminal activity for which the agreement is drawn. This Agreement is in no way intended to effect any other multi-jurisdictional agreement(s) which may exist between the agencies. The assistance to be rendered pursuant to this Agreement shall solely involve responding law enforcement officers from one party's jurisdiction to the other. When so responding, such law enforcement officers shall have all powers and authorities of law enforcement officers employed by the requesting jurisdiction. However, local ordinances

adopted by a responding party's jurisdiction shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of that party.

2. REQUEST FOR ASSISTANCE

The responding law enforcement officers may be requested in response to any public safety function across jurisdictional lines, such as multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Assistance provided in this Agreement includes, but is not limited to:

- A. Emergency Situations;
- B. Civil Disorders;
- C. Natural or Manmade Disasters;
- D. Mass Processing of Arrests;
- E. Transporting of Prisoners;
- F. Operating Temporary Detention Facilities & Housing Inmates;
- G. Arrests;
- H. Pursuits of Criminal Suspects;
- I. Location of Missing Persons;
- J. Traffic Control and Safety;
- K. Criminal Investigations; or
- L. Any Other Matter Handled by Law Enforcement for that Particular Jurisdiction.

3. PRIMARY RESPONSIBILITY

It is agreed and understood that the primary responsibility of the parties to this Agreement is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance from the other agency.

4. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE

- A. Request. A request for assistance shall only be made by **M. Bryan Turner**, or his/her designee, or the **Phillip Thompson**, or his/her designee. This request shall include a description of the situation creating the need for assistance, the specific aid needed, the approximate number of law enforcement officers requested, the location to which law enforcement personnel are to be dispatched, and the officer in charge of such location.
- B. Reply. A reply to any request for assistance shall only be made by **M. Bryan Turner**, or his/her designee, or **Phillip Thompson**, or his/her designee. If the request is granted, the requesting law enforcement

agency shall be immediately informed of the number of law enforcement officers to respond.

- C. Officer in Charge. The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful orders and commands of that officer. The responding law enforcement officer shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The responding law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed.
- D. Release. The responding law enforcement officers shall be released by the officer in charge when their services are no longer required or when they are needed to respond to a situation within the geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers shall use their best efforts to complete the requested service prior to being released.

5. PERSONNEL, COSTS AND RECORDS

Except as otherwise agreed among the parties, each party shall maintain control over its personnel. Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder, and shall keep its own personnel and other usual records as to its assigned officers.

Any and all records of law enforcement activities conducted pursuant to this Agreement shall be the property of and maintained by the agency conducting the activity, including any incident reports, citations, photographs, or other images captured on any photographic or digital media. Nothing contained herein prohibits or precludes any participating agency from making or maintaining a copy of any such records referenced above.

6. REQUESTS FOR INFORMATION PURSUANT TO THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT

Upon receipt, each agency participating in this Agreement must respond to requests for information pursuant to the South Carolina Freedom of Information Act.

7. COMPENSATION

This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding officer. Except as otherwise agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

8. INSURANCE

Each party shall maintain such insurance coverage for general liability, workers' compensation, and other such coverage as may be required by law or deemed advisable by individual parties.

9. EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

10. MODIFICATION OR AMENDMENT

This Agreement shall not be modified, amended, or changed in any manner except upon express written consent of the parties to this Agreement.

11. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

12. SEVERABILITY

Should any part of this Agreement be found to be unenforceable by any court or other competent authority, then the rest shall remain in full force and effect.

13. BINDING SUCCESSORS IN OFFICE

All parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

14. NO INDEMNIFICATION OR THIRD PARTY RIGHTS

To the extent provided by law, the parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its officers. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this agreement.

15. TERMINATION

This Agreement shall be terminated at any time upon written notice to the other party to this Agreement.

16. TERM AND RENEWAL

This Agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

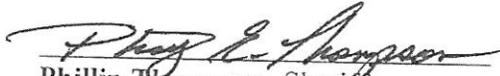
17. USE OF EQUIPMENT AND FACILITIES

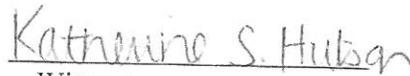
Each party shall be responsible for the maintenance of its own equipment and shall be responsible for the procurement of facilities unless otherwise agreed upon by the parties.

IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

Horry County Sheriff's Office

WITNESSES


Phillip Thompson, Sheriff
Horry County Sheriff's Office


Katherine S. Huber
Witness

Mauldin Police Department

WITNESSES

M. Bryan Turner, Chief
Mauldin Police Department

Witness



CITY COUNCIL AGENDA ITEM

MEETING DATE: March 16, 2020

AGENDA ITEM: 8b

TO: City Council

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

SUBJECT: 4-way Stop at Adams Mill Road and Bluestone Court

BACKGROUND

On January 8, 2019, the Mauldin Planning Commission approved the Whispering Meadows subdivision at Adams Mill Road and Ashmore Bridge Road. This was after the property had been annexed into the City of Mauldin by City Council on October 29, 2018. The Whispering Meadows subdivision includes 56 single-family detached lots and 35 single-family attached lots.

During the public hearing for this subdivision review, some residents of Mauldin, including Ed & Cynthia Schlegel at 1 Arrowood Court, indicated that Adams Mill Road suffers from a significant amount of speeding and suggested that a four-way stop be considered along Adams Mill Road at Bluestone Court where one of the entrances to this new subdivision would be located.

City staff recently completed a speed study along Adams Mill Road and found the description about significant speeds along Adams Mill Road to be accurate. The posted speed limit along Adams Mill Road is 25 mph. The 85th percentile speed reported in the speed study is 33.8 mph.

In addition to studying the traffic speeds, staff has also examined the grade of the road to make sure that adequate visibility exists for any new stops at the intersection of Adams Mill Road and Bluestone Court.

REQUEST

Staff finds that the intersection of Bluestone Court and Adams Mill Road is an appropriate location for a 4-way stop. There is already a stop sign on Bluestone Court. Additionally, there will be a stop sign installed on the new entrance road for the Whispering Meadows subdivision. Staff is requesting council approval to install two new stop signs on Adams Mill Road (one on each side of the intersection). The installation for these stop signs would occur as soon as possible and the stop signs would go into effect after an appropriate period of public notice.

ATTACHMENTS

Adams Mill Road Speed Study Report
Map of the Adams Mill Road area
Site Plan for Whispering Meadows



ALL TRAFFIC SOLUTIONS



Extended Speed Summary Report

Generated by Bryan Turner from Mauldin Police Department on Feb 10, 2020 at 10:46:48 AM

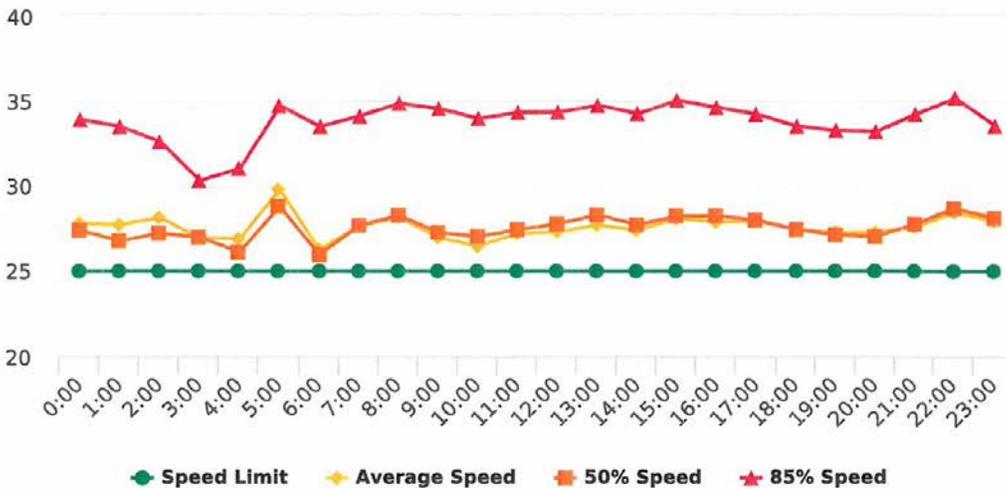
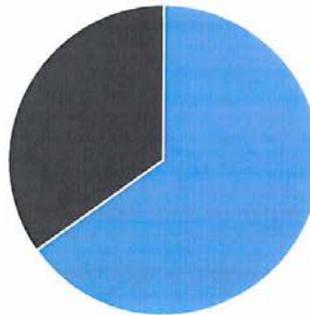
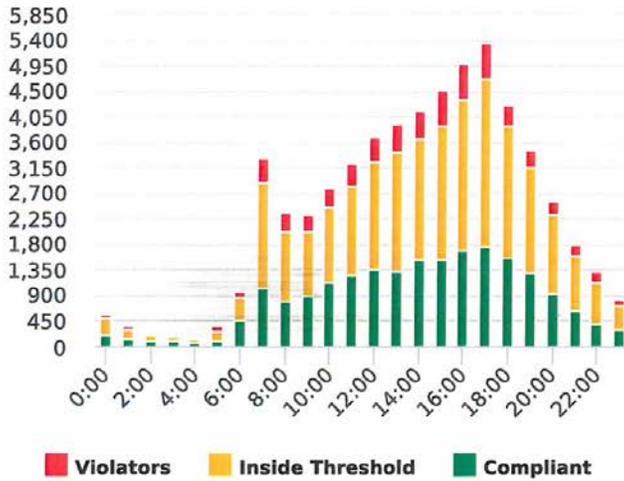
Time of Day: 0:00 to 23:59
 Dates: 1/11/2020 to 2/9/2020

Site: Adams Mill Road/Blue Stone Ct-SE, EB

Overall Summary

Total Days of Data: 30
 Speed Limit: 25
 Average Speed: 27.6
 50th Percentile Speed: 27.55
 85th Percentile Speed: 33.8
 Pace Speed Range: 23-33

Minimum Speed: 5
 Maximum Speed: 74
 Display Status: Dependent Messages
 Average Volume per Day: 1922.1
 Total Volume: 57664



City Council Meeting



Extended Speed Summary Report

Generated by Bryan Turner from Mauldin Police Department on Feb 10, 2020 at 10:46:48 AM



Time of Day: 0:00 to 23:59
Dates: 1/11/2020 to 2/9/2020

Site: Adams Mill Road/Blue Stone Ct-
SE, EB

Hours	Sign Mode	Speed Limit	Total # Vehicles	Total # Violator	% Violator	Avg # Vehicles	Avg # Violator	Min Speed	Max Speed	Avg Speed	50% Speed	85% Speed	Sign Effectiveness
0:00	Dependent Messages	25	556	73	13.1 %	18.5	2.4	5	52	27.8	27.4	33.9	66.9 %
1:00	Dependent Messages	25	363	48	13.2 %	12.5	1.7	5	52	27.7	26.8	33.5	65.5 %
2:00	Dependent Messages	25	227	36	15.9 %	7.8	1.2	5	56	28.1	27.2	32.6	73.1 %
3:00	Dependent Messages	25	190	16	8.4 %	6.8	0.6	5	42	26.9	27.0	30.3	65.2 %
4:00	Dependent Messages	25	152	23	15.1 %	5.2	0.8	5	50	26.9	26.1	31.0	64.0 %
5:00	Dependent Messages	25	368	93	25.3 %	12.3	3.1	5	49	29.8	28.8	34.7	69.5 %
6:00	Dependent Messages	25	967	105	10.9 %	32.2	3.5	5	57	26.3	26.0	33.5	61.2 %
7:00	Dependent Messages	25	3315	431	13.0 %	110.5	14.4	5	51	27.6	27.7	34.1	63.6 %
8:00	Dependent Messages	25	2355	342	14.5 %	78.5	11.4	5	67	28.2	28.3	34.9	63.9 %
9:00	Dependent Messages	25	2313	272	11.8 %	77.1	9.1	5	70	27.0	27.3	34.5	62.8 %
10:00	Dependent Messages	25	2792	326	11.7 %	93.1	10.9	5	49	26.5	27.0	34.0	62.9 %
11:00	Dependent Messages	25	3225	393	12.2 %	107.5	13.1	5	60	27.2	27.4	34.3	63.5 %
12:00	Dependent Messages	25	3686	427	11.6 %	122.9	14.2	5	61	27.3	27.8	34.3	63.6 %
13:00	Dependent Messages	25	3930	511	13.0 %	131.0	17.0	5	67	27.7	28.3	34.7	64.9 %
14:00	Dependent Messages	25	4159	514	12.4 %	138.6	17.1	5	58	27.4	27.7	34.3	63.0 %
15:00	Dependent Messages	25	4534	629	13.9 %	151.1	21.0	5	67	28.1	28.2	35.0	63.9 %
16:00	Dependent Messages	25	4983	641	12.9 %	166.1	21.4	5	73	27.9	28.2	34.6	65.1 %
17:00	Dependent Messages	25	5335	601	11.3 %	177.8	20.0	5	60	27.9	28.0	34.2	63.7 %
18:00	Dependent Messages	25	4268	374	8.8 %	142.3	12.5	5	53	27.4	27.4	33.5	67.7 %
19:00	Dependent Messages	25	3442	278	8.1 %	118.7	9.6	5	74	27.3	27.1	33.3	66.4 %
20:00	Dependent Messages	25	2544	232	9.1 %	87.7	8.0	5	59	27.3	27.0	33.2	67.2 %
21:00	Dependent Messages	25	1795	210	11.7 %	61.9	7.2	5	59	27.6	27.8	34.2	66.9 %
22:00	Dependent Messages	25	1336	201	15.0 %	46.1	6.9	5	54	28.4	28.7	35.2	63.8 %
23:00	Dependent Messages	25	829	94	11.3 %	28.6	3.2	5	60	27.9	28.1	33.5	65.3 %
Total Vol/	Avg Speeds		57664	6870	12.7 %	1934.9	230.3	5	74	27.6	27.6	33.8	65.2 %
Total/Avg	w/o Feedback		0	0	0.0 %	0.0	0.0	0	0	0.0	0.0	0.0	0.0 %
Total/Avg	w/ Feedback		57664	6870	12.7 %	1934.9	230.3	5	74	27.6	27.6	33.8	65.2 %



ALL TRAFFIC SOLUTIONS



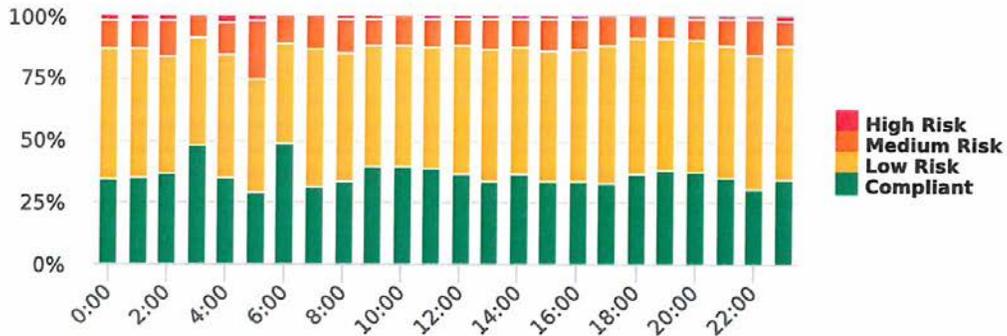
Compliance And Risk Report

Generated by Bryan Turner from Mauldin Police Department on Feb 10, 2020 at 10:46:12 AM

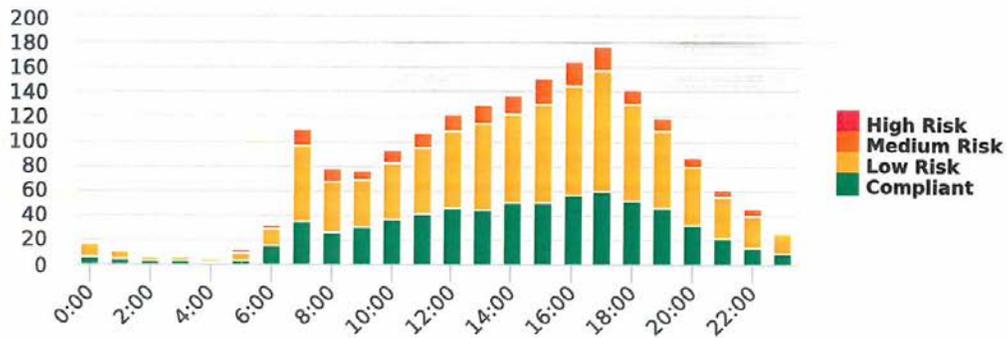
Time of Day: 0:00 to 23:59
Dates: 1/11/2020 to 2/9/2020
Medium Risk Threshold: Speed Limit + 10
High Risk Threshold: Speed Limit + 20

Time View: By Hour (Avg Volumes)
Speed Bins: Size 5, Range 1 to 100
Site: Adams Mill Road/Blue Stone Ct-SE, EB

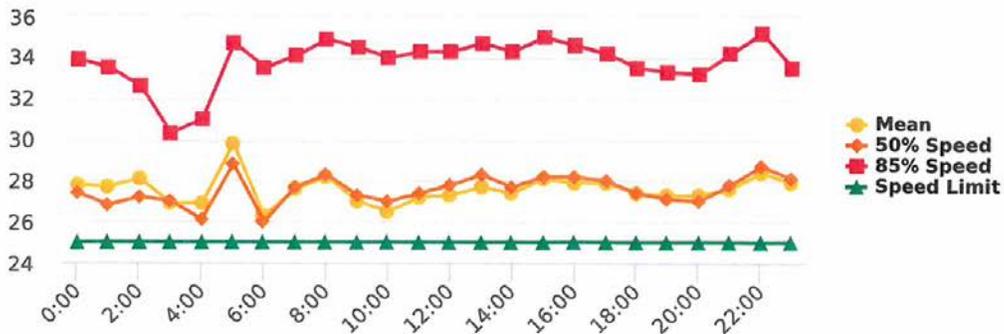
Compliance % by Hour



Compliance by Hour



Speeds



City Council Meeting



ALL TRAFFIC SOLUTIONS



Compliance And Risk Report

Generated by Bryan Turner from Mauldin Police Department on Feb 10, 2020 at 10:46:12 AM

Time of Day: 0:00 to 23:59

Time View: By Hour (Avg Volumes)

Dates: 1/11/2020 to 2/9/2020

Speed Bins: Size 5, Range 1 to 100

Medium Risk Threshold: Speed Limit + 10

Site: Adams Mill Road/Blue Stone Ct-SE,

High Risk Threshold: Speed Limit + 20

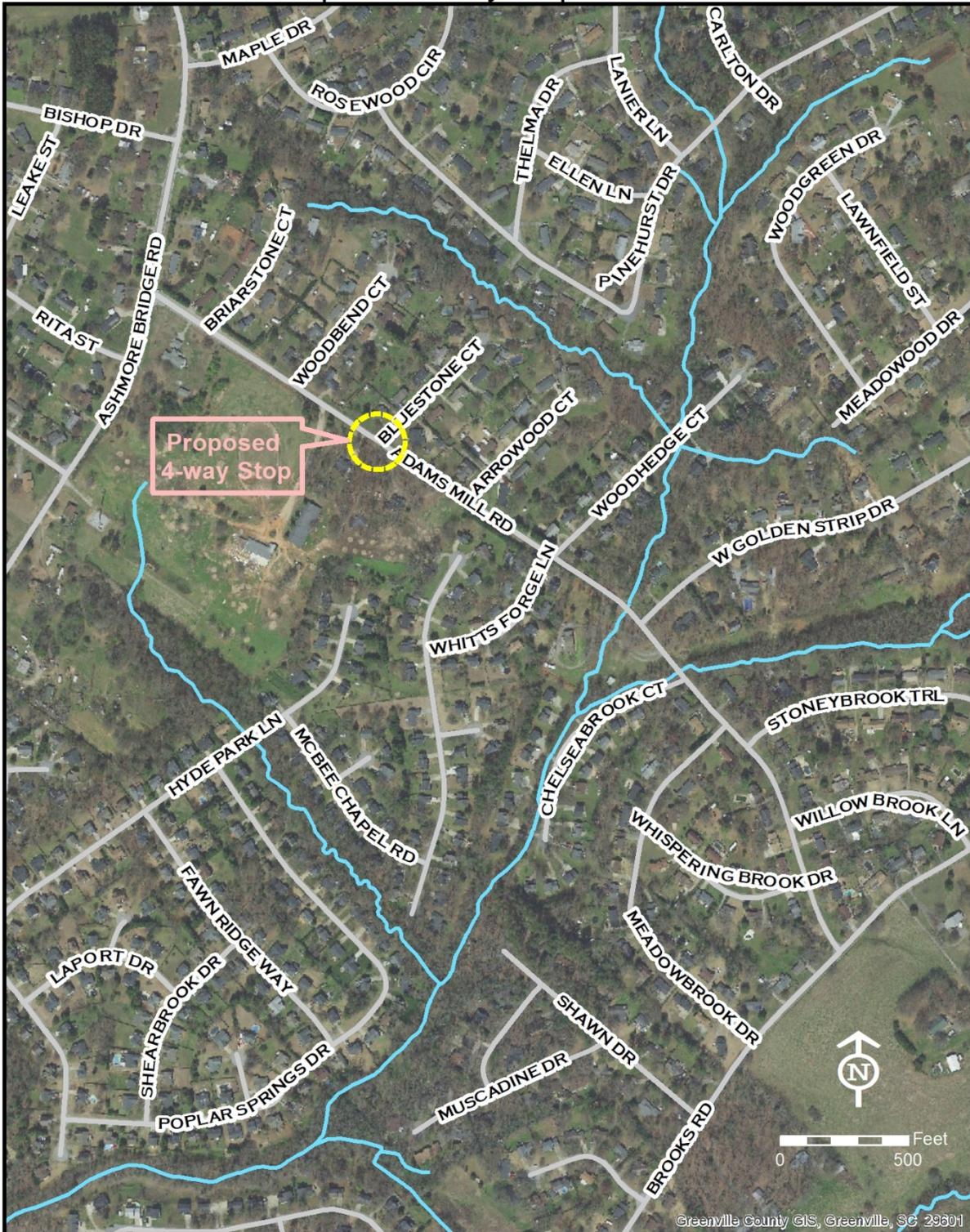
EB

Date/Time Range	Speed Limit	Mode	Compliant	Low Risk	Medium Risk	High Risk	Total Num Vehicles
0:00	25	Dependent Messages	6	10	2	0	19
1:00	25	Dependent Messages	4	6	1	0	13
2:00	25	Dependent Messages	3	4	1	0	8
3:00	25	Dependent Messages	3	3	1	0	7
4:00	25	Dependent Messages	2	3	1	0	5
5:00	25	Dependent Messages	4	6	3	0	12
6:00	25	Dependent Messages	16	13	3	0	32
7:00	25	Dependent Messages	35	61	14	0	111
8:00	25	Dependent Messages	26	41	11	1	79
9:00	25	Dependent Messages	30	38	9	0	77
10:00	25	Dependent Messages	37	45	11	0	93
11:00	25	Dependent Messages	42	53	13	1	108
12:00	25	Dependent Messages	45	64	14	1	123
13:00	25	Dependent Messages	44	70	16	1	131
14:00	25	Dependent Messages	51	71	16	1	139
15:00	25	Dependent Messages	51	79	20	1	151
16:00	25	Dependent Messages	56	89	21	1	166
17:00	25	Dependent Messages	59	99	20	1	178
18:00	25	Dependent Messages	52	78	12	0	142
19:00	25	Dependent Messages	45	64	9	0	119
20:00	25	Dependent Messages	33	47	8	0	88
21:00	25	Dependent Messages	22	33	7	1	62
22:00	25	Dependent Messages	14	25	6	1	46
23:00	25	Dependent Messages	10	16	3	0	29
Avg # Vehicles			39	42	9	0	81



Adams Mill Road

Proposed 4-way Stop Location



Greenville County GIS, Greenville, SC 29601

City Council Meeting



- GENERAL NOTES:**
1. ALL NEW LOTS TO HAVE INTERNAL ACCESS ONLY.
 2. ALL EXISTING FIELD CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL CONTACT SITE ENGINEER AND OWNER IMMEDIATELY IF ANY DISCREPANCIES ARE NOTICED.
 3. PROPERTY IS LOCATED WITHIN ZONING DISTRICT X (AREAS DETERMINED TO BE OUTSIDE OF THE 2015 ANNUAL CHUTE FLOODPLAIN).
 4. LANDSCAPING SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 6.2 OF THE CITY OF MAULDIN ZONING ORDINANCE.
 5. FENCE AND UTILITY EASEMENTS SHALL BE ESTABLISHED ALONG ALL SIDE AND INTERIOR REAR PROPERTY LINES. FACINGS SHALL BE SET BACK FROM A ONE (1) FOOT EXTERIOR BOUNDARY OF THE SUBDIVISION LINES TO A MINIMUM PROPERTY OWNER'S ESTABLISHED EASEMENTS.
 6. A STORM WATER MANAGEMENT AND SEDIMENT REDUCTION PLAN HAS BEEN PREPARED FOR THE PROPERTY AND WILL BE APPLIED FOR LAND DISTURBING ACTIVITIES. EACH PROPERTY OWNER WILL COMPLY WITH THIS PLAN UNLESS AN INDIVIDUAL PLAN IS PREPARED AND APPROVED FOR THAT PROPERTY.
 7. THE CITY OF MAULDIN IS NOT RESPONSIBLE FOR THE OWNERSHIP OR MAINTENANCE OF STORMWATER MANAGEMENT/QUALITY FIELDS OR DEVICES.
 8. ALL NEW ROADWAYS WITH DEVELOPMENT SHALL HAVE A 44" (MIN.) S.O.W. ARE INTENDED TO BE PUBLIC STREETS, AND WILL BE OFFERED TO THE CITY OF MAULDIN FOR OWNERSHIP AND MAINTENANCE.
 9. ALL WORK WITHIN THE EXISTING R.O.W. (ADAMS HILL ROAD) SHALL BE DONE IN ACCORDANCE WITH APPROVED ENCROACHMENT PERMITS.
 10. ALL DIMENSIONS SHOWN ON ROADWAY ARE MEASURED FROM C.O.B. TO C.O.B. UNLESS OTHERWISE SPECIFIED.
 11. ROADWAY DESIGN TO MEET THE CURRENT CITY OF MAULDIN STANDARDS (LOCATED IN THE CITY OF MAULDIN LAND DEVELOPMENT REGULATIONS, THIS APPLIES TO MINIMUM HORIZONTAL AND VERTICAL CURVES, R VALUES, STREET CLOSURES, STREET LIGHTS, SIGNAGE, ETC.).
 12. CONTRACTOR SHALL INSTALL ALL TRAFFIC STRUCTURES, CURB AND GUTTERS, PAVEMENT MARKINGS, & TRAFFIC PAVEMENT MARKINGS PER THE MOST RECENTLY APPROVED SIGNAGE MANUAL AND U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION SPECIFICATIONS.
 13. PUBLIC WATER IS AVAILABLE ALONG ADAMS HILL ROAD PROVIDED BY COLUMBIA WATER SYSTEM.
 14. SANITARY SEWER WILL BE OWNED, OPERATED, & MAINTAINED BY THE PROPERTY OWNER'S DISTRICT.
 15. STREET LIGHTING SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 6.2 OF THE MAULDIN ZONING ORDINANCE.
 16. PUBLIC SANITATION SERVICES TO BE PROVIDED BY THE CITY OF MAULDIN.
 17. SINGLE FAMILY ATTACHED DEVELOPMENT TO MEET SECTION 10.7 OF CITY OF MAULDIN ZONING ORDINANCE.

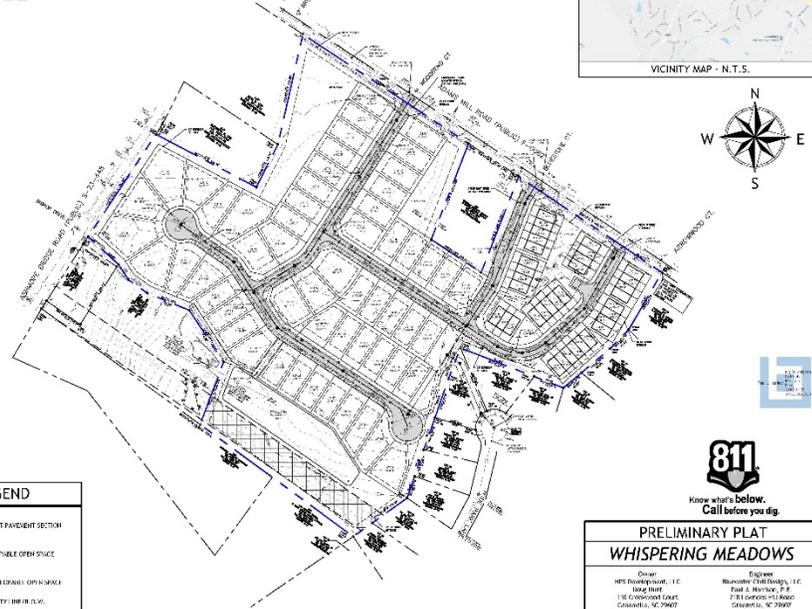
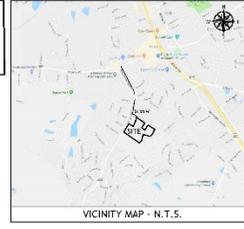
STREET LIGHTING:
STREET LIGHTS ARE TO BE SUPPLIED BY DUKE ENERGY. NUMBER OF STREET LIGHTS AND LAYOUT TO BE DESIGNED BY A DUKE ENERGY ENGINEER AND PROVIDED DURING CONSTRUCTION. STREET LIGHTS ARE TO BE THE "POLY-LUX ACCOBY" STYLE LAMP WITH POLY-ESTYLE SHEET THE EXAMPLE BELOW.



OPEN SPACE TABLE:

TOTAL PARCEL:	942,845.16 SF / 21.47 AC
O.S. PROVIDED (15%):	141,427.74 SF / 3.23 AC
O.S. PROVIDED (24%):	226,282.99 SF / 5.12 AC

(OPEN SPACE PROVIDED INCLUDES STORMWATER POND FEATURES)



1" = 100'	1" = 200'	1" = 400'
1" = 100'	1" = 200'	1" = 400'

SITE DATA

TAX MAP NO.: 000720100500 & P/O 000720100601

LAND AREA: 21.47 AC

ZONING: RM-1

SETBACKS:
EXT. FRONT SETBACK: 25'
INT. FRONT SETBACK: 25'
INT. SIDE SETBACK: 6'
INT. REAR SETBACK: 10'

TOTAL ROADWAY: 7,960 LF (27' PAVTD @ 44" S.O.W.)

PROPOSED LOTS:
84 OFF LOTS
35 SFR ATTACHED UNITS
91 TOTAL LOTS

PARKING:
2 SPACES/UNIT REQUIRED
2 SPACES/UNIT PROVIDED
(1 IN GARAGE/1 IN DRIVEWAY)

SITE LEGEND

[Symbol]	ASPHALT PAVEMENT SECTION
[Symbol]	DEVELOPABLE OPEN SPACE
[Symbol]	UNDIVIDED OPEN SPACE
[Symbol]	PROPOSED IMP IN CLW
[Symbol]	PROPOSED IMP IN (TRACK) IMP
[Symbol]	PROPOSED LOT IMP
[Symbol]	PROPOSED L.O.P./TERR. USE
[Symbol]	EXISTING L.O.P.
[Symbol]	PROPOSED C/L ROAD

PRELIMINARY PLAT
WHISPERING MEADOWS

Owner: HPS Development, LLC
116 COLUMBIAN COURT
COLUMBIA, SC 29907
803.426.7440

Engineer: Bluewater Civil Design, LLC
116 S. 10th Ave., P.O. Box 116
COLUMBIA, SC 29907
803.775.9068

Total Acreage: 21.47 Ac. Density Zoning: RM-1
Number of Lots: 91 Lots New Roadway: 7,960 LF

Scale: 1" = 400'

811
Know what's below.
Call before you dig.

bluewater civil design
116 S. 10th Ave., P.O. Box 116
COLUMBIA, SC 29907
803.775.9068
www.bluewatercivil.com

WHISPERING MEADOWS
(SFR Subdivision - Preliminary)
Adams Hill Road @ Ashmore Bridge Road
City of Mauldin, SC

PP-0

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City Council

AGENDA ITEM

MEETING DATE: March 16, 2020

AGENDA ITEM: CDBG Resolution

TO: City Council

FROM: City Administrator Brandon Madden

ITEM NUMBER: 8d

SUBJECT: CDBG and HOME Resolution

REQUEST

City Council is requested to approve the attached CDBG Resolution.

HISTORY/BACKGROUND

The City of Mauldin has an agreement with the Greenville County Redevelopment Authority to administer Community Development Block Grant (CDBG) and HOME funded projects. Each year, council adopts a resolution regarding our allocation of CDBG and HOME funds. A public hearing will be conducted on March 16 at 7:00 PM immediately prior to our Council Meeting to review the program and our projected allocations.

FISCAL IMPACT

This year our allocation is estimated to be \$233,793 in CDBG funds and \$97,874 in Home funds. This compares with \$205,243 in CDBG funds and \$97,494 in Home funds this past year.

RECOMMENDATION

Staff recommends approval of the Resolution.

ATTACHMENTS

Resolution

City Of Mauldin RESOLUTION

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
CITY OF MAULDIN

RESOLUTION _____

ALLOCATION OF GREENVILLE COUNTY CDBG AND HOME FUNDS FOR PROGRAM YEAR 2020

WHEREAS, the City of Mauldin participates in the Greenville County Urban County Program; and

WHEREAS, the funds received by the Greenville County Redevelopment Authority available for allocation by the City of Mauldin are as follows:

	<u>CDBG</u>	<u>HOME</u>
City Allocation	\$212,993	\$73,574
Program Income	\$20,800	\$24,300
<hr/>		
Total Estimate	\$233,793	\$97,874

WHEREAS, the HOME funds may only be used to increase the supply of decent affordable housing for modest income persons, and Community Development Block Grant (CDBG) funds may only be used to assist low and moderate income persons, reduce or eliminate slum and community blight, or meet an urgent community need where no other funding is available; and

WHEREAS, the Mayor and Council of the City of Mauldin have discussed and reviewed projects for which these funds should be allocated by the Greenville County Redevelopment Authority;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City of Mauldin accepts the allocation of funds as set forth above and budgets use of the funds as follows:

HOME funds in the projected amount of \$97,874 or such other amount as may be received in HOME funds in the 2020 program year to be used for new construction of workforce housing project on Miller Place Court in the City of Mauldin; and

CDBG funds for the projected amount of \$233,793 or such other amount as may be received in CDBG funds in the 2020 program year to be used for the following activities; \$100,000 for eligible public facilities improvement, addressing Americans with

Disabilities Act (ADA) compliance requirement, \$ 82,493 for infrastructure improvement; \$10,000 for Façade Improvement Program; \$25,800 for Economic Development – revolving loan and a total of \$15,500 in CDBG funds to be allocated for public service activities/programs in the City of Mauldin.

ANY CHANGE in CDBG and HOME funding allocations, increase or decrease in funding, will be distributed on a pro rata basis to all activities.

PASSED, ADOPTED AND APPROVED, by the Council of the City of Mauldin on this _____ day of _____ 2020.

Attest:

Terry Merritt, Mayor

Cindy Miller, Municipal Clerk

Reviewed:

Brandon Madden, City Administrator