



ECON PLANNING AND DEV COMMITTEE MEETING

MONDAY, MAY 4, 2020 | 6 PM

6th committee meeting

The meeting will be available remotely through Webex. Please visit the City's website at <https://cityofmauldin.org/your-government/meeting-minutes-agendas/> to access the meeting via audio and videoconferencing. The public may not attend in person.



AGENDA

1. Call to Order
2. Public Comment
3. Reading and Approval of Minutes
 - a. EPD Committee Meeting: March 2, 2020 (Pages 3-4)
4. Reports or Communications from City Officers
 - a. Department Reports
 - Community Development Director Van Broad
 - Budget Review
5. Unfinished Business- None
6. New Business
 - a. GCRA Partnership Renewal (Pages 5-15)
 - b. Demolition Services (Pages 16-17)
 - c. Motion to enter into Executive Session for the consideration of Economic Development matters regarding Project Circle and City Center as allowed by State Statute Section 30-4-70 (a)(5)
 - d. Possible action on items discussed in executive session
7. Public Comment
8. Committee Concerns
9. Adjourn

EPD Committee Meeting



Minutes
EPD Committee
Monday, March 2, 2020
6:00 p.m.
6th committee meeting

Members present were Chairman Taft Matney, Committee members Diane Kuzniar and Mayor Merritt. Community Development Director Van Broad and City Administrator Brandon Madden were also present.

1. Call to Order- Chairman Matney

2. Public Comment- None

3. Reading and Approval of Minutes

b. EPD Committee Meeting: February 10, 2020

Councilwoman Kuzniar made a motion to approve the minutes as distributed with Mayor Merritt seconding. The vote was unanimous (3-0).

4. Reports or Communications from City Officers

b. Department Reports

Community Development Director Van Broad

Budget Review- The budget is in good shape. The PB&J festival will be April 24th. The road closure near Owens Lane is moving along as well as the project at Millport Circle.

5. Unfinished Business- None



6. New Business

- d. Motion to enter into Executive Session for the consideration of Economic Development matters regarding City Center as allowed by State Statute Section 30-4-70 (a)(5)

Councilwoman Kuzniar made a motion to move into executive session with Mayor Merritt seconding. The vote was unanimous (3-0).

Chairman Matney reconvened the meeting. Councilwoman Kuzniar reported no decisions were made and no action taken.

- e. Possible action on items discussed in executive session- Councilwoman Kuzniar made a motion to authorize the City Administrator to enter into negotiations regarding City Center. Mayor Merritt seconded the motion. The vote was unanimous (3-0).

7. Public Comment- None

8. Committee Concerns- None

9. Adjourn- Chairman Matney adjourned the meeting at 9:55 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk



ECONOMIC PLANNING & DEVELOPMENT COMMITTEE AGENDA ITEM

MEETING DATE: May 4, 2020

AGENDA ITEM: 6a

TO: Economic Planning & Development Committee
FROM: Community Development Director Van Broad
SUBJECT: Greenville County Redevelopment Authority (GCRA) Partnership Renewal

REQUEST

Consideration and action on agreeing to three-year contract extension with GCRA

HISTORY/BACKGROUND

The City of Mauldin holds a historical partnership with GCRA (Greenville County Redevelopment Authority). This partnership allows GCRA to manage and appropriate HUD funded projects for the City of Mauldin, with Council direction and approval. Utilizing HUD funds derived by Federal guidelines and formula, the City receives a proportional share provided to the County and the City.

It is required by HUD that GCRA notify participating partners every three years that they are allowed to opt out. The renewal process will engage the services of GCRA for another three-year term beginning and ending July 1, 2021-June 30, 2023.

ANALYSIS or STAFF FINDINGS

Greenville County is an entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), Emergency Solutions Grant (ESG), and Housing Opportunities for Persons with AIDS (HOPWA) Programs. In accordance with the Housing and Community Development Act of 1974, as amended, each entitlement community must "affirmatively further fair housing." In order to demonstrate that the entitlement community is "affirmatively furthering fair housing," each community must conduct



a Fair Housing Analysis which identifies any impediments to fair housing choice and what steps it will take to affirmatively further fair housing. HUD advises communities that the Analysis of Impediments to Fair Housing must address the Fair Housing Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of Title I of the Housing and Community Development Act of 1974, Title II of the Americans with Disabilities Act of 1990, Architectural Barriers Act of 1968, Age Discrimination Act of 1975, Title IX of the Education Amendments Act of 1972, Executive Order 11063, Executive Order 11246, Executive Order 12892, Executive Order 12898, Executive Order 13166, and Executive Order 13217.

1. The City of Mauldin, residing in the County falls under these federal guidelines
2. If the City opted out of its partnership, it would have the responsibility of reporting and grant making opportunities through HUD
3. The City would be required to run and manage all housing projects located with the City (i.e., collecting rent, constructing work-force development project should it desire to do so and others)
4. GCRA currently manages multiple projects on the City's behalf:
 - a. Old Mill Workforce housing
 - b. Façade Grant improvement funding
 - c. Economic Loan Fund
 - d. Reports and administrative functions related to grants and programming
 - e. Addition of Senior Center Project
 - f. Funding for Senior Center Printing
5. Staff has looked at opt out opportunities and found that the qualifying needs for projects would not be beneficial and make successful CDBG grant funds realistic(i.e., communities are required to have a 50% LMI (low to moderate income) rate in order to qualify for federal CDBG grant funds in many cases

These and other projects are all part of the annual agreement and decision by Council regarding it's yearly project priority list.

RECOMMENDATION

It is the recommendation of staff that Council reauthorize the three-year annual contract.

ATTACHMENTS

Letter from GCRA Executive Director John Castile



GCRA

Greenville County Redevelopment Authority

April 16, 2020

Mayor Terry Merritt
City of Mauldin
PO Box 249
Mauldin, SC 29662

Dear Mayor Merritt:

Every three years, the U.S. Department of Housing and Urban Development (HUD) requires the Greenville County Redevelopment Authority (GCRA) to certify the continuation of Greenville County's Urban County cooperative agreement between the Redevelopment Authority, Greenville County, and the City of Mauldin. On June 19, 2017, the City of Mauldin entered into a continuous cooperative agreement to participate in Greenville County's Community Development Block Grant (CDBG) and HOME Partnership Program. Enclosed is a copy of the executed agreement for your review.

The Greenville County Redevelopment Authority is informing you of the City of Mauldin's right to opt out of the cooperative agreement. The cooperative agreement would continue for fiscal years 2021-2023 (July 1, 2021 to June 30, 2023). If the City of Mauldin would like to continue to participate in Greenville County's Urban County program, please sign this letter below and return to my attention prior to May 13, 2020. The city would not be able to opt of the agreement within fiscal years 2021-2023.

If your city wishes to opt out of the cooperative agreement and ***not*** receive funds from the CDBG and HOME program, you must notify us in writing. With no response to opt out, the cooperative agreement will continue to be in effect for the next three fiscal years.

I appreciate your prompt attention to this matter. If you have any questions, please give me a call at 242-9801, extension 114.

Sincerely,

John Castle.
Executive Director

Enclosure

cc: Brandon Madden, Administrator
Cindy Miller, Clerk

The City of Mauldin will continue to participate in Greenville County's Urban County Program and the cooperative agreement will continue to be in effect during fiscal years 2021-2023.

Mayor Terry Merritt



GCRA

Greenville County Redevelopment Authority

May 2, 2017

Mayor Dennis Raines
City of Mauldin
P.O. Box 249
Mauldin, SC 29662

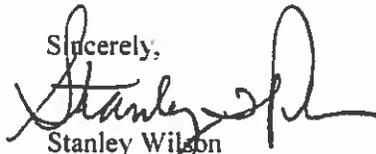
Dear Mayor Raines:

Every three years, the U.S. Department of Housing and Urban Development (HUD) requires the Greenville County Redevelopment (GCRA) to certify the continuation of Greenville County's Urban County cooperative agreement between the Redevelopment Authority, Greenville County, and the City of Mauldin. On August 28, 2014, the City of Mauldin entered into a continuous cooperative agreement to participate in Greenville County's Community Development Block Grant (CDBG) and HOME Partnership Program. Enclosed is a copy of the executed agreement for your review.

The Greenville County Redevelopment Authority is informing you of the City of Mauldin's right to opt out of the cooperative agreement. The cooperative agreement would continue for fiscal years 2018-2020 (July 1, 2018 to June 30, 2020). If the City of Mauldin would like to continue to participate in Greenville County's Urban County program, please sign this letter below and return to my attention prior to May 8. The city would not be able to opt out of the agreement within fiscal years 2018-2020.

If your city wishes to opt out of the cooperative agreement and not receive funds from the CDBG and HOME program, you must notify us in writing. With no response to opt out, the cooperative agreement will continue to be in effect for the next three fiscal years.

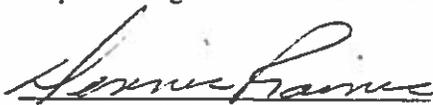
I appreciate your prompt attention to this matter. If you have any questions, please give me a call at 242-9801, extension 114.

Sincerely,

Stanley Wilson
Executive Director

Enclosure

cc: Trey Eubanks, Administrator
Cindy Miller, Clerk

The City of Mauldin will continue to participate in Greenville County's Urban County Program and the cooperative agreement will continue to be in effect during fiscal years 2018-2020.


Mayor Dennis Raines



THEREFORE, IT IS MUTUALLY AGREED THAT:

1. **PURPOSE:** The Municipality and the County shall cooperate to undertake or assist in undertaking, community renewal and lower income housing assistance activities.
2. **QUALIFYING PERIOD:** The parties shall, upon execution of this Agreement, be bound by its terms for the duration of Federal Fiscal Years 2015, 2016, and 2017. No municipality or included unit of general government may withdraw from the Urban County unless the Urban County does not receive a grant for any program year during such period. The Agreement shall remain in effect until all Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) funds and Emergency Solutions Program (ESP) income received with respect to the three (3) year qualification period and any automatic extension thereof are expended and the funded activities completed.
3. **RENEWAL:** This Agreement shall automatically be renewed for an additional three (3) qualifying periods unless the County or the participating municipality provides written notice it elects not to participate in a new qualifying period. A copy of said notice must be sent to HUD Field Office. Prior to the date specified in HUD's Urban County Qualification, the County through its designee, the Greenville County Redevelopment Authority (GCRA), shall notify each municipality of its right not to participate in the Cooperative Agreement and a copy of that notice must be sent to the HUD Field Office.
4. **NO ADDITIONAL CDBG HOME OR ESP GRANTS:** During the term of the Cooperative Agreement that is set forth above, or grant extension thereof, no municipality or included unit of general local government may apply for grants under the Small Cities or State CDBG Programs or participate in a HOME consortium or the ESP Program except through the Urban County, unless allowed by State Home or ESG programs.
5. **GRANT APPLICATIONS:** Upon obtaining the Agreement of all necessary Municipalities, the County shall make applications for funding as an Urban County Entitlement Recipient under the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzales Act of 1990; the Housing and Community Development Act of 1992; and the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 which may be provided through the United States Department of Housing and Urban Development (HUD), and the Municipality shall authorize the County to include the City's population as the basis for calculating and securing such funding.

6. **COUNTY GRANT RECIPIENT:** County shall be the recipient of the grants, and as such is responsible to insure that all activities undertaken with said grant funds are eligible under the Housing and Community Development Act of 1974, as amended; the Cranston-Gonzales Act of 1990; the Housing and Community Development Act of 1992; and the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009; and the County shall be given full and complete authority to administer and monitor any projects or programs undertaken in the Municipality to assure said compliance.
7. **GRANT ADMINISTRATION:** The County shall administer and distribute all funds received from the United States Department of Housing and Urban Development as a result of CDBG, HOME, ESP and related grant applications, through its designated agency, the Greenville County Redevelopment Authority (GCRA), pursuant to Act 516, General and Permanent Laws - 1969 and Section 31-10-10, South Carolina Code of Laws, 1976 as amended, and provide such technical assistance as is necessary to insure compliance with all provisions of the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzales Act of 1990 and the Housing and Community Development Act of 1992, and the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009.
8. **FUNDING FORMULA:** Any funds received as a result of said CDBG, HOME, ESP and related grant applications will be made available to the parties according to the formula agreed to in 1978, as revised in 1999, marked "Exhibit A" which is incorporated herein, with clear understanding that actual dollar amounts that the parties are eligible to receive will increase or decrease proportionate to: (a) the annual entitlement amount established by the United States Department of Housing and Urban Development; (b) such distribution as may be necessary to comply with the requirements of Title I of the Housing and Community Development Act and all appropriate implementing regulations. Further, such additional funding obtained as a result of the 1979 "Urban County" amendment to the Housing and Community Development Act regarding municipality partially located within two counties shall accrue exclusively to the affected municipalities, namely Fountain Inn and Greer, in proportion to the respective increase in population attributable to each municipality under said amendment. Further, that such related HUD funding and other Federal and State funding shall be distributed not on a formula basis, but as appropriate to opportunities within the individual municipalities.
9. **PROJECT ELIGIBILITY:** While the municipality may develop projects to be implemented within its boundaries, the County, through its designee, shall have final responsibility for project selection to assure that federal program guidelines are met, and that the County, through its designee, shall have sole responsibility for preparation and filing of Consolidated Plans and/or Annual Action Plans regarding program activities to be undertaken. Provided, however, all projects and programs

undertaken by the Urban County and the municipalities shall implement and further the goals and objectives set forth in the Consolidated Plan established for the Urban County in 2015 and any revision and extensions thereof, or of any replacement Consolidated Plan duly submitted and approved.

10. **FUNDING PROHIBITIONS:** It is understood that Urban County funding is prohibited for activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification, and that funds may be suspended or withdrawn until such time as the cooperating unit of government complies with appropriate Laws and Regulations.
11. **SUBRECIPIENT AND MUNICIPALITY REQUIREMENTS:** Pursuant to 24 CFR 570.501(b), each cooperating municipality is subject to the same requirements as subrecipients in such instances where the municipality might have control of CDBG grant or program income funds, including the requirement of a written agreement as set forth in 24 CFR 570.503, and as such its programs shall be subject to review by the County through its designee, the GCRA.
12. **CONSOLIDATED PLAN:** The parties will take all appropriate legal, administrative and legislative actions authorized by State and Local laws necessary to successfully complete all programs included in the Consolidated Plan or component thereof and/or the requirements of the CDBG, HOME and ESP programs undertaken with grant funds.
13. **PROGRAM INCOME:** The County, through its designee, shall receive, monitor and distribute all program income generated by all projects and programs operated in the municipalities or the unincorporated areas, and shall ensure that all such activities are eligible under the acts and regulations cited herein, including but not limited to activities undertaken affected by the Separation of Church and State Doctrine, Fair Housing provisions and other Federally mandated programs.
14. **TITLE TO REAL PROPERTY:** The title to any real property acquired with CDBG or HOME funds allocated to the Municipality, and located within the Municipality when acquired, may be vested in the Municipality, program requirements permitting or the GCRA. The title to any real property acquired with Community Development Block Grant or HOME Investment Partnership Grant or ESP Grant funds, and not situated within the corporate limits of a Municipality when acquired, shall be vested in the GCRA, or its designee. The title to any property acquired by the GCRA through other Federal programs or non-public resources shall reside in GCRA's name or its designee whether it is situated within a Municipality, or within the unincorporated area.

15. **REAL PROPERTY USAGE:** Any real property acquired in whatever name with CDBG, HOME, ESP and related grant funds for use by the Municipality shall conform to such usage's as may be specified as eligible under the provisions of the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzales Act of 1990, the Housing and Community Development Act of 1992, the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, and their accompanying regulations. Should the Municipality desire to change the usage or dispose of any such property, it shall first obtain the approval of the GCRA in order to assure conformance with the aforementioned act.
16. **EXCESSIVE FORCE:** The County, Municipalities and units of general local government included hereby certify that they have adopted and are enforcing: (a) a policy prohibiting the use of excessive force by law enforcement agencies within their jurisdictions against any individuals engaged in nonviolent civil rights, demonstrations; and (b) a policy of enforcing applicable State and Local Laws against physically barring entrance into or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within their jurisdictions.
17. **COMPLIANCE WITH LAWS:** The parties do hereby mutually commit to take all necessary actions to assure compliance with the Urban Counties certification requirements by conforming with all laws and regulations set by the Federal Government respecting the use of any monies granted pursuant to the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzales Act of 1990 the Housing and Community Development Act of 1992, the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 and any other program operated by GCRA for the Municipality's benefit. These shall include, but are not limited to, laws and regulations regarding provisions of the National Environmental Policy Act of 1969, Executive Order 11988, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Sections 104(b), Section 109 of Title I of the Housing and Community Development Act of 1974, the Davis-Bacon Act, Section 504 of the Rehabilitation Act of 1973 the Fair Housing Act and other applicable statutes, regulations and Court determinations.
18. **SALE OR TRADE OF GRANT FUNDS:** A unit of general local government may not sell, trade, or otherwise transfer all or nay portion of grant funds to another such metropolitan city, urban county, unit of general local government, or Indian Tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any or the funds., credits or non-Federal considerations, but must use such funds for activities eligible under Title 1 of the Housing and Community Development Act of 1974. This prohibition is pursuant to provisions of the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76.

19. **HOLD HARMLESS:** The parties agree that should a grant be withheld, withdrawn, or terminated for any reason that Greenville County and the GCRA shall be held harmless, and shall not be subjected to any actions by a Municipality for any resulting consequences.

20. **AMENDMENT:** This Agreement may not be amended without the written consent of all parties and approval of the United States Department of Housing and Urban Development, and its terms shall be binding upon the parties, successors and assigns. Should the County receive notice from HUD of amendments to be made to the Cooperative Agreement, at the beginning of, or during any automatic renewal period, the parties agree to adopt such amendments as may be required to bring said agreement into compliance with HUD Regulations and the Urban County Qualification Notice and provide copies of said changes to HUD.

21. **ENTIRE AGREEMENT:** The document and attachments represents the entire agreement between the parties and shall be binding upon the parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, we, the authorized representatives of the parties identified herein, set our hands and seals this day and year aforesaid.

ATTEST:

Aeresa B. Kyri

Greg McLasell

[Signature]

Sarah Cox

Sarah Cox

Bob Taylor
 Bob Taylor, Chairman
 Greenville County Council

[Signature]
 Joseph Kernell
 County Administrator

[Signature]
 David Doser
 Chairman of the Board, GCRA

[Signature]
 Mayor Dennis Raines
 City of Mauldin

[Signature]
 City Administrator, Trey Eubanks
 City of Mauldin

RESOLUTION

WHEREAS, since 1978 the County of Greenville has joined with the five included small municipalities of Fountain Inn, Greer, Mauldin, Simpsonville, and Travelers Rest, executing a Cooperative Agreement every three years, in order to obtain Urban County status with the United States Department of Housing and Urban Development and be eligible to receive annual Urban County entitlement grants of Community Development Block Grant, HOME Partnership Grant and Emergency Shelter Grant funds; and

WHEREAS, said partnership has been successful, resulting in the receipt of millions of dollars in grant funds by the County and these municipalities which has been vital in providing and improving housing for low and moderate income families in the County and said municipalities as well as the infrastructure in their communities, recreation and social services throughout the County; and

WHEREAS, the County and said municipalities have designated the Greenville County Redevelopment Authority as their agent to administer said grant funds; and

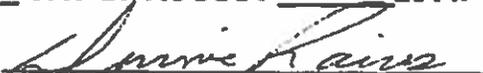
WHEREAS, this partnership and arrangement has been beneficial to all parties; and

WHEREAS, it is now time to renew said Cooperative Agreement for an additional three year period for Fiscal years 2015 - 2017; and

WHEREAS, this Cooperative Agreement shall automatically be renewed for participation in successive three year qualification period, unless the County of Greenville or the participating municipalities of Fountain Inn, Greer, Mauldin, Simpsonville and Travelers Rest elect not to participate in a new qualification period; and now

THEREFORE, IT IS HEREBY RESOLVED THAT THE COUNTY OF GREENVILLE SHALL CONTINUE ITS COOPERATIVE AGREEMENT WITH THE CITIES OF FOUNTAIN INN, GREER, MAULDIN, SIMPSONVILLE AND TRAVELERS REST; AND APPOINT THE GREENVILLE COUNTY REDEVELOPMENT AUTHORITY AS ITS AGENT FOR THE PURPOSE OF ADMINISTERING ANY GRANT FUNDS RECEIVED AS A RESULT OF SAID AGREEMENT.

IT IS SO RESOLVED THIS 18 DAY OF AUGUST 2014.


Dennis Raines, Mayor



Cindy Miller Clerk to Council



Trey Eubanks, City Administrator