



# **RECREATION COMMITTEE MEETING**

**MONDAY, MAY 3, 2021 | 6 PM**

5th committee meeting

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

The meeting will be available remotely through Zoom. Please visit the City's website at <https://cityofmauldin.org/your-government/meeting-minutes-agendas/> to access the meeting via audio and videoconferencing.

**RECREATION COMMITTEE MEETING  
MAY 3, 2021, 6PM  
CITY HALL - COUNCIL CHAMBERS  
5 E. BUTLER ROAD**

**Committee Members:** Dale Black (Chair), Taft Matney, Michael Reynolds

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| <b>1. <u>Call to Order</u></b>   | The Honorable Dale Black |
| <b>2. <u>Public Comment</u></b>  | The Honorable Dale Black |
| <b>3. <u>Reading and Approval of Minutes</u></b><br>a. Recreation Committee Meeting:<br>March 1, 2021 [Pages 3-5]  | The Honorable Dale Black |
| <b>4. <u>Reports or Communications from City Officers</u></b><br>a. Recreation Director Bart Cumalander<br>i. Budget Review<br>ii. Greenville County Recreation Agreement Update<br>[Pages 6-17] | The Honorable Dale Black |
| <b>5. <u>Unfinished Business</u></b><br>There is no unfinished business.   | The Honorable Dale Black |
| <b>6. <u>New Business</u></b><br>There is no new business.   | The Honorable Dale Black |
| <b>7. <u>Public Comment</u></b>  | The Honorable Dale Black |
| <b>8. <u>Committee Concerns</u></b>  | The Honorable Dale Black |
| <b>9. <u>Adjourn</u></b>   |                          |

Minutes  
Recreation Committee  
March 1, 2021  
5<sup>th</sup> committee meeting

Committee Members: Dale Black (Chair), Taft Matney, Michael Reynolds  
Others present were Recreation Director Bart Cumalander and City Administrator Brandon Madden

1. Call to Order- Chairman Black
2. Public Comment- None
3. Reading and Approval of Minutes
  - a. Recreation Committee Meeting: February 1, 2021

**Action: Councilman Reynolds made a motion to approve the minutes with Councilman Matney seconding.**

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

4. Reports or Communications from City Officers
  - a. Recreation Director Bart Cumalander
    - i. Budget Review

Mr. Cumalander thanked Willie, Andre, and Greg for their hard work with youth sports. The City hosted Girls' regional basketball. 12U Girls and 10U Girls are playing in state tournaments.

The Sports Center staff is calling members that have not been by in over 6 months. About 6 members have returned because of the phone calls.

The Seniors are ready to start playing pickleball again. They may be able to start playing outside in April.

Chairman Black asked about some of the kids going on to play basketball at the high school. Mr. Cumalander said small things like getting the kids NBA jerseys encourages them to continue playing on into high school. We also have great coaches. Chairman Black said he appreciates everything Recreation does.

Councilman Matney said the high school team came within 6 points of going to the finals. The majority of the team has a tie-in with our youth sports program. Councilman Matney said he drove by this weekend and the COVID protocols were in place, the lines moved quickly, and everyone was behaving nicely. Mr. Cumalander

said the high school team members came by and gave out certificates to the youth teams and that helps out morale as well.

Councilman Reynolds said his family played basketball through the City this year and had a lot of fun.

5. Unfinished Business- There is no unfinished business.

6. New Business

a. Bocce Ball- Chairman Black said he was contacted by a resident on this. Chairman Black said this might be able to be placed at City Park for use by the Seniors. Mr. Cumalander said he worked with Public Works on some pricing. Mr. Cumalander said he would like to get Pickleball going first, and then look at doing Bocce. It is estimated that the construction of the court is \$6,031.40. The bocce balls are estimated to cost \$90 per set. Councilman Reynolds said he doesn't disagree with having this, but would like to include it in the next budget cycle.

Councilman Matney said he doesn't know if this needs to be done this fiscal year. The budget for the coming year has been started. He said he doesn't have a problem with this, but would like to see it added to the upcoming fiscal year. Chairman Black asked if this could come under CDBG funding. He told the citizens he would bring this up, but is not something that needs to be done right now.

This item did not require a motion.

7. Public Comment

Mayor Merritt said there is a fantastic fitness program at the Senior Center and the director keeps the programs moving. She also disinfects everything as activities change. There are 29 chairs in the exercise room and this morning there were 34 people there. The Governor releases new guidelines, and the Mayor would ask staff to review those guidelines and let the Senior Center know so they can react quickly.

8. Committee Concerns

Chairman Black said some permanent lighting at the Sports Center sidewalk on the side of the building might be a good idea instead of having a light tower out there.

He then asked if we had received any information on lighting for the City Center playground. Mr. Madden said Public Works is working on that. Chairman Black said Beachin' Fridays will be starting soon. Mr. Madden said that item can be brought to the Public Works Committee or discussed in the budget workshop on Thursday.

Chairman Black asked about the curbing and parking lot paving at the Senior Center. Mr. Madden said that project is ongoing. The weather is holding up the progress, as it has been raining a lot lately. Chairman Black asked about the walking trail at City Park. Mr. Madden said we have some PARD money that will pay for the majority of the project.

Chairman Black also inquired about the lighting at the fence between the Senior Center and the Open Air Market. Mr. Madden said that will be done soon.

9. Adjourn- Chairman Black adjourned the meeting.

Respectfully Submitted,  
Cindy Miller  
Municipal Clerk

# RECREATION COMMITTEE AGENDA ITEM SUMMARY

**MEETING DATE:** May 3, 2021  
**AGENDA ITEM:** 4a

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**TO:** Recreation Committee  
**FROM:** City Administrator Brandon Madden  
**SUBJECT:** Greenville County Recreation Agreement Update

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## **REQUEST**

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The Recreation Committee is requested to accept for information an update on the Greenville County Recreation Agreement.

## **HISTORY/BACKGROUND**

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In 2013, Greenville County dissolved the Greenville County Recreation District, which operated as an independent special-purpose district that covered the county outside the city limits of Greenville, Greer, Mauldin and Simpsonville. The Recreation District's facilities and programs were then incorporated into the purview of the County's government, which resulted in the levy of a recreation millage across Greenville County including the incorporated areas.

Via the attached agreement, the County committed to sharing revenues generated by the millage with the Cities based on the amount of assessed property tax value within each of the Cities. The initial allotments commenced in FY16. The term Agreement was for five (5) years or through FY2021. After the initial five-year term concludes, the Agreement is to automatically renew for an additional one-year period up to a total of five (5) additional one-year periods, unless either party gives written notice of termination no later than ninety 90 days prior to the end of the term or renewal term.

## **ANALYSIS or STAFF FINDINGS**

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For FY2022, the City projected the receipt of the revenues of approximately \$148K. However, for future fiscal years, staff will explore budget adjustments in the event that the agreement is not renewed.

## **FISCAL IMPACT**

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None at this time.

## **RECOMMENDATION**

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No action is required by Council. This information is being provided as an update only pursuant to a request from Council during its April 16 budget workshop for this item to be added to the Recreation Committee for discussion.

## **ATTACHMENTS**

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Greenville County Recreation Agreement



**Section 1. Revenue Sharing Formula.** The County and Cities agree to annually share a portion of County ad valorem property tax revenues for recreation in the following manner:

(a) Rec Revenue Sharing Percentage Established. The County agrees to annually set aside the revenues generated by a percentage millage rate (the “Rec Revenue Sharing”) out of its annual ad valorem tax levy for recreation (the “Rec Mill”). The initial Rec Revenue Sharing rate pursuant to this Agreement will be established at 0.48 mills which is a 2015 ad valorem property tax millage rate that will generate revenues of approximately \$1,000,000.00 from the countywide levy from taxes to provide annual payments to Greenville, Greer, Mauldin, Simpsonville, Fountain Inn and Travelers Rest for recreation expenditure by each of the Cities. Thereafter and annually, monies from the Rec Revenue Sharing rate at 0.48 mills will be set aside out of the Rec Mill revenues and used to create a dedicated fund. The Rec Revenue Sharing ad valorem property tax millage rate set forth herein is based on 2015 millage rate and will be subject to future reassessment year calculations pursuant to S.C. Code Ann. 12-37-251(E). The Rec Revenue Sharing monies will be split between the Cities based on the following formula:

The Rec Revenue Sharing monies will be divided and annually apportioned among Greenville, Greer, Mauldin, Simpsonville, Fountain Inn and Travelers Rest based on the assessed value of property subject to ad valorem taxes within each municipality<sup>1</sup> (“Local Taxable Assessed Value”) expressed as a percentage of the combined sum of all six of the Cities assessed value of property subject to ad valorem taxes (“Combined Taxable Assessed Value”).

(b) Initial Distribution. By way of example and for purposes of this Agreement, the initial allotment for FY 16 under the formula set forth in subsection (a) shall be as follows:

Rec Revenue Sharing rate monies for FY16 = \$1,000,000.00

	Local Taxable Assessed Value by City	Percent of Combined	Amount to be Paid
Greenville	\$426,867,122	57.78%	\$577,843.67
Greer	\$ 82,690,964	11.19%	\$111,937.53
Mauldin	\$109,521,151	14.83%	\$148,257.15
Simpsonville	\$ 77,748,576	10.52%	\$105,247.09
Fountain Inn	\$ 21,027,008	2.85%	\$ 28,463.95
Travelers Rest	\$ 20,869,415	2.83%	\$ 28,250.62
Combined Taxable Assessed Value	= \$738,724,236		

<sup>1</sup> For The City of Greer, the Local Taxable Assessed Value only includes that property lying within Greenville County boundaries and subject to ad valorem tax levies issued by Greenville County.

(c) Such annual payments to the Cities shall commence in FY 2016.

(d) Payments shall be made to Greenville, Greer, Mauldin, Simpsonville, Fountain Inn and Travelers Rest on the first day of April in each year when the Rec Revenue Sharing revenues are to be shared pursuant to this Agreement.

**Section 2. Term.** The term of this Agreement shall be for five (5) years (“term”), commencing as of the effective date of this Agreement. After the initial five-year term concludes, this Agreement shall automatically renew for an additional one-year period up to a total of five (5) additional one-year periods (“renewal terms”), unless either party gives written notice of termination no later than ninety (90) days prior to the end of the term or renewal term.

**Section 3. Recreational Use.** The Cities agree that the revenue shared under this Agreement will be used exclusively for recreational purposes within each of the Cities.

**Section 4. No Third Party Beneficiary.** This Agreement is intended to be solely between County and Cities. Nothing in this Agreement accords any third party any legal or equitable rights whatsoever which may be enforced by any nonparty to this Agreement.

**Section 5. Amendment.** This agreement may be amended only by the written agreement of all of the parties hereto.

**Section 6. Enforcement.** This Agreement shall be governed by the laws of the State of South Carolina. Any act by either party in violation of this Agreement shall be remedied by the courts of the State of South Carolina in Greenville County, South Carolina. This Agreement is intended to provide both parties with the right and standing to seek any available legal or equitable remedy to enforce or seek damages for the breach of this Agreement.

**Section 7. Notices.** Required notices under this agreement shall be given to the respective governing units as follows:

**GREENVILLE COUNTY**

County Administrator  
301 University Ridge, Suite 2400  
Greenville, SC 29601

**CITY OF GREENVILLE**

City Manager  
206 S. Main Street  
Greenville, SC 29601

**CITY OF GREER**

City Administrator  
City Hall  
301 East Poinsett Street  
Greer, SC 29651

**CITY OF MAULDIN**

City Administrator  
PO Box 249  
Mauldin, SC 29662

**CITY OF SIMPSONVILLE**

City Administrator  
City Hall  
118 N.E. Main Street  
Simpsonville, SC 29681

**CITY OF FOUNTAIN INN**

City Administrator  
City Hall  
200 North Main Street  
Fountain Inn, SC 29644

**CITY OF TRAVELERS REST**

City Administrator  
City Hall  
6711 State Park Road  
Travelers Rest, SC 29690

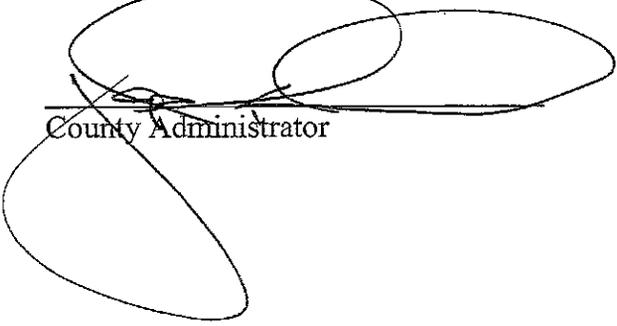
**Section 8. Entire Agreement.** This Agreement represents the entire integrated agreement between the parties with regards to revenue sharing and supersedes all prior negotiations, representations or agreements, either written or oral dealing with revenue sharing for recreational purposes.

**Section 9. Severability.** In the event that any portion of this Agreement is invalidated or held unenforceable by a court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**IN WITNESS WHEREOF**, the parties hereto have caused the execution of this Agreement by authority of their respective governing bodies effective as of the date when all parties hereto have affixed their respective signatures on the signature pages to follow.

**GREENVILLE COUNTY**

County Administrator

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke that extends to the right.

**CITY OF GREENVILLE**

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City Manager

**CITY OF GREER**

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City Administrator

**CITY OF MAULDIN**

*Ann D. Raines*  
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Mayor

**CITY OF SIMPSONVILLE**

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City Administrator

**CITY OF FOUNTAIN INN**

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City Administrator

**CITY OF TRAVELERS REST**

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City Administrator