



# CITY COUNCIL MEETING

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**MONDAY, JULY 19, 2021 | 7:00 PM**

**City Council will meet at 7:00 p.m. in the Mauldin City Hall  
Council Chambers, 5 East Butler Road**

Please note that members of the public are encouraged to participate 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.

**CITY OF MAULDIN  
CITY COUNCIL MEETING AGENDA  
JULY 19, 2021, 7:00 P.M  
CITY HALL – COUNCIL CHAMBERS  
5 E. BUTLER ROAD**

1. **Call to Order** Mayor Merritt
  - a. Welcome
  - b. Invocation
  - c. Pledge of Allegiance
  
2. **Proclamations and Presentations** Mayor Merritt
  - a. Livewell Greenville Presentation
  
3. **Reading and Approval of Minutes** Mayor Merritt
  - a. City Council Meeting Regular and Special Called– June 21, 2021  
[Pages 4-15 ]
  - b. Special Called Council Meeting – June 28, 2021 [Pages 16-17]
  - c. Special Called Council Meeting- July 12, 2021 [Page 18 ]
  
4. **Public Comment** Mayor Merritt
  
5. **Report from City Administrator** City Administrator Brandon Madden
  
6. **Report from Standing Committees** Mayor Merritt
  - a. Finance and Policy (Chairperson Reynolds)
  - b. Public Safety (Chairperson King)
  - c. Public Works (Chairperson Kraeling)
  - d. Economic Planning & Development (Chairperson Matney)
  - e. Building Codes (Chairperson Kuzniar)
  - f. Recreation (Chairperson Black)

- 7. Unfinished Business** Mayor Merritt
- Ordinances—Second and Final Reading**
- a. An Ordinance to provide for the annexation of 0.83 acres of property owned by David M. Adams, Sr., et. al., and located at Fowler Circle near Ashmore Bridge Road (portion of tax map parcel: M007.01-01-003.06) by one hundred percent petition method; and to establish a zoning classification of R-15, residential, for said property [Pages 19- 28] Councilor Kuzniar
  - b. An Ordinance to provide for the annexation of 0.5 acres of property owned by 807 Holland Rd, LLC, and located at 807 Holland Road (portion of tax map parcel: 0546.01-01-024.02), by one hundred percent petition method; and to establish a zoning classification of S-1, services, for said property [Pages 29-37 ] Councilor Kuzniar
- 8. New Business** Mayor Merritt
- Ordinances – First Reading**
- There are no ordinances for First Reading
- Standing Committee Items**
- a. Resolution for an Agreement with Crawford Strategies [Pages 38-39] Councilor Matney
  - b. Maintenance Agreement with the South Carolina Department of Transportation [Pages 40- 61] Councilor Matney
  - c. Cely Construction Lump Sump Proposal [Pages 62-63] Councilor Kraeling
  - d. FY 2022 Road Paving [Pages 64-67] Councilor Kraeling
  - e. Bocce Ball [Pages 68-69] Councilor Black
  - f. Review of City Ordinance section 2-33 [Pages 70-83] Councilor Reynolds
- Committee of the Whole**
- g. Consideration of Resolution [Pages 84-85]
- 9. Public Comment** Mayor Merritt
- 10. Council Concerns** Mayor Merritt
- 11. Adjournment** Mayor Merritt

The Public Hearing for the Indigo Point Sewer Pump Station Fee was held. There was no public comment. Councilman Matney made a motion to close the public hearing with Councilman Reynolds seconding. The vote was unanimous (7-0).

MINUTES  
CITY OF MAULDIN  
CITY COUNCIL MEETING JUNE 21, 2021, 7:00 P.M  
CITY HALL – COUNCIL CHAMBERS 5 E. BUTLER ROAD

Members present: Mayor Terry Merritt, Council members Carol King, Taft Matney, Jason Kraeling, Michael Reynolds, and Diane Kuzniar. Councilman Black was out of town but is attending by Zoom.

Others present: City Administrator Brandon Madden and City Attorney John Duggan

1. Call to Order- Mayor Merritt
  - a. Welcome- Mayor Merritt
  - b. Invocation- Councilwoman Kuzniar
  - c. Pledge of Allegiance- Councilwoman Kuzniar
2. Proclamations and Presentations
  - a. Police Officer of the Year- Adrian Cordova
  - b. Police Officer of the 2nd Quarter- Olivia Hodge
3. Reading and Approval of Minutes
  - a. City Council Meeting – May 17, 2021

**Motion:** Councilwoman King made a motion to approve the minutes with Councilman Matney seconding.

**Vote:** The vote was unanimous (6-0). Councilman Reynolds was not present at this meeting and did not vote.

- b. Special Called Council Meeting – June 7, 2021

**Motion:** Councilman Matney made a motion to approve the minutes with Councilman Kraeling seconding.

**Vote:** The vote was unanimous (7-0).

- c. Special Called Council Meeting- June 14, 2021

**Motion:** Councilman Matney made a motion to approve the minutes with Councilman Kraeling seconding.

**Vote:** The vote was unanimous (7-0).

#### 4. Public Comment

- a. Wayne Davenport- 109 Beechwood Drive. I thought I was going to get three hours, but you are limiting me to three minutes. What I want to do here is bring opposition of myself and my neighbors to the rezoning to multi-family. There is a concern of all the property owners in the surrounding area. This property adjoins 417, which is already very crowded. It is almost impossible to get out of our road, Beechwood Drive. We are about a tenth of a mile from the interstate. One of the entrances from this property when it is developed is going to be about 100 feet from a red light at the interstate and also about 50 feet or less from the entrance to the interstate. We were told it would be a right turn only. If you go straight, you are already at the interstate. We believe cars will be stopping there to get on the interstate and we also believe it will create a massive backup on 417.

Off of Beechwood Drive, there is a proposal for an abandoned road to come up Beechwood and come up to 417. We think that is also going to create a problem with traffic. We have been told the popular proposal is for townhomes and for three apartment units. It will be approximately 150 apartments. Most people have two cars, so that is 300 additional cars plus the townhomes. There are two entrances in and out and we believe if you add the townhomes, there will be approximately 500 cars or more. That will create a massive traffic jam right there at Beechwood Drive and at the proposed road.

The developer has told us that he has asked the state to put a light there and the state has said no. I don't know what it will take to solve this problem, but we are certainly opposed to the way the roads are going to come in and out. That is why we are asking for single family residency on this property instead of multi-family and want to express our objection to any section 8 housing going on this property.

There is one other issue that I would like to address. There is an empty lot between my house and the neighbor's house. It is in Greenville County. My question is, we were told it was being surveyed for sewer, but if you line the marks up, it is straight in line with pins. There are two marks in the road that are forty feet apart. We were told that the other property, which is an abandoned road, if they use it, will be widened to forty feet. We believe this may be for a road there. We would like to know if there are any plans to annex this into the City of Mauldin. I talked with my next-door neighbor who owns this property, and he assures me that he has not sold his property and it is not for sale. He has been approached several times about it and he has been adamant about it not being taken for a road. If they do, the road will be between my house and his house and that will be about halfway around the neighborhood. That will create a traffic jam on our road. We are a small community. The road is a circle with about 22 houses in there with one way in and one way out. We are very concerned about that. We know they are going to do something with it. There are three proposed plans, so we don't know what they will go with. The multi-family zoning, we don't know if the developer will change his mind and put all apartments in. We don't know a solid answer of what will be built back there, but our main concern is traffic.

- b. Ron Johnson: I live at 14 Hickory Twig Way in Simpsonville. I represent the owner of the property and we are in favor of the downzoning from C2 to multifamily. I will be glad to answer any questions anyone may have.

5. Report from City Administrator

- a. Police Chief Recruitment Update- The City is currently recruiting a police chief. Updates can be found on the City website. A forum was held, and surveys sent to find out what the citizens would like to see in their next police chief. Over 50 applications have been received and those have been vetted. Interviews are being conducted and should be complete in two weeks. A short list will be compiled and presented to the Public Safety Committee for interviews. One more community input session will be held when there are 3-5 candidates. This process should be complete by the end of the summer, but we are taking our time to get the best person for the position.

6. Report from Standing Committees

- a. Finance and Policy (Chairperson Reynolds)- Chairman Reynolds thanked Councilwoman King for taking over for him last month since he was not in attendance at the May Council meeting.
- b. Public Safety (Chairperson King)
- c. Public Works (Chairperson Kraeling)
- d. Economic Planning & Development (Chairperson Matney)
- e. Building Codes (Chairperson Kuzniar)- The department's new software was launched today.
- f. Recreation (Chairperson Black)

7. Unfinished Business

Ordinances – Second and Final Reading

- a. An Ordinance to rezone property consisting of approximately 43 acres located at S.C. Highway 417 and Interstate Highway 385 (Tax Map Parcels: 0295.00-01-003.01, 0295.00-01-003.03, 0295.00-01-003.04, 0295.00-01-005.00, 0295.00-01-005.06, and 0295.00-01-005.10) and providing an effective date- This property is on the other side of I-385 from Thomas McAfee Funeral Home.  
  
**Motion:** Chairwoman Kuzniar made a motion to accept this ordinance on second reading. Councilman Black seconded the motion.  
**Vote:** The vote was unanimous (7-0).
- b. An Ordinance to rezone property consisting of approximately 6.1 acres located at Service Bay Road (Tax Map Parcels: M005.01-02-016.00, M005.01-02-016.03, M005.01-02- 018.00, and M005.01-02-018.01) and providing an effective date

The property owner has requested this item be held in Council.

**Motion:** Chairwoman Kuzniar made a motion to hold this ordinance in Council until the property owner is ready to proceed. Councilman Matney seconded the motion.

**Vote:** The vote was unanimous (7-0).

- c. An Ordinance to provide for the annexation of property owned by David M. Adams, Sr., et. al., and located at Ashmore Bridge Road near Fowler Circle (Tax Map Parcel: M007.01-01-002.00) by one hundred percent petition method; and to establish a zoning classification of R-15, residential, for said property- This property is on the other side across from Maple Grove Subdivision.

**Motion:** Chairwoman Kuzniar made a motion to accept this ordinance on second reading. Councilman Matney seconded the motion.

**Vote:** The vote was unanimous (7-0).

- d. An Ordinance to amend Section 21-4 and Section 21-41 in the Mauldin Municipal Code Chapter 21, Flood Damage Prevention

**Motion:** Chairwoman Kuzniar made a motion to accept this ordinance on second reading. Councilman Black seconded the motion.

**Vote:** The vote was unanimous (7-0).

- e. An Ordinance to provide amended appropriations for the Fiscal Year beginning July 1, 2020, and ending June 30, 2021, for ordinary and other City purposes; to provide for a levy of taxes on all taxable property in the City of Mauldin for all City purposes, including sufficient tax for any principal and interest on outstanding indebtedness maturing in the fiscal year; to provide for the expenditure of said taxes and other revenues coming to the City during the Fiscal Year

**Motion:** Chairman Reynolds made a motion to accept this ordinance on second reading. Councilwoman King seconded the motion.

**Vote:** The vote was unanimous (7-0).

- f. An Ordinance to provide appropriations for the Fiscal Year beginning July 1, 2021, and ending June 30, 2022, for ordinary and other City purposes; to provide for a levy of taxes on all taxable property in the City Of Mauldin for all City purposes, including sufficient tax for any principal and interest on outstanding indebtedness maturing in the Fiscal Year; to provide for the expenditure of said taxes and other revenues coming to the City during the Fiscal Year

**Motion:** Chairman Reynolds made a motion to accept this ordinance on second reading. Councilwoman King seconded the motion.

Councilwoman King said this is a \$41 million budget.

**Vote:** The vote was unanimous (7-0).

- g. An Ordinance establishing a sewer pump station fee for additional parcels of the Indigo Point development; creating a lien for unpaid sewer pump station fees; and other matters related thereto

**Motion:** Chairman Reynolds made a motion to accept this ordinance on second reading. Councilwoman King seconded the motion.

**Vote:** The vote was unanimous (7-0).

## 8. New Business

### Ordinances – First Reading

- a. An Ordinance to provide for the annexation of 0.83 acres of property owned by David M. Adams, Sr., et. al., and located at Fowler Circle near Ashmore Bridge Road (portion of tax map parcel: M007.01-01-003.06) by one hundred percent petition method; and to establish a zoning classification of R-15, residential, for said property- This property is on the other side of Ashmore Bridge Road from Maple Grove Subdivision.

**Motion:** Chairwoman Kuzniar made a motion to accept this ordinance on first reading. Councilman Matney seconded the motion.

**Vote:** The vote was unanimous (7-0).

- b. An Ordinance to provide for the annexation of 0.5 acres of property owned by 807 Holland Rd, LLC, and located at 807 Holland Road (portion of tax map parcel: 0546.01-01- 024.02), by one hundred percent petition method; and to establish a zoning classification of S-1, services, for said property- This property is next to the Grand Holland Estate.

**Motion:** Chairwoman Kuzniar made a motion to accept this ordinance on first reading. Councilman Black seconded the motion.

**Vote:** The vote was unanimous (7-0).

- c. An Ordinance to provide for the annexation of a 10-foot-wide strip of property owned by Spinks Investments Inc., and located at 549 East Standing Springs Road (portion of tax map parcel: 0573.01-01-012.03), by one hundred percent petition method- This property is near the Spinx gas station on East Standing Springs Road.

**Motion:** Chairwoman Kuzniar made a motion to accept this ordinance on first reading. Councilwoman King seconded the motion.

**Vote:** The vote was unanimous (7-0).

- d. An Ordinance to provide for the annexation of 8.23 acres of property owned by the City of Mauldin, and located at 700 East Standing Springs Road (tax map parcel: 0293.00- 01- 008.00), by one hundred percent petition method; and to establish a zoning classification of S-1, services, for said property- Old Ford dealership on East Standing Springs Road.

**Motion:** Chairwoman Kuzniar made a motion to accept this ordinance on first reading. Councilman Matney seconded the motion.

**Vote:** The vote was unanimous (7-0).

- e. An Ordinance authorizing the execution and delivery of documents relating to the provision of municipal facilities; consenting to and approving the issuance of not exceeding \$6,500,000 Mauldin Public Facilities Corporation Installment Purchase Revenue Bonds, Series 2021, by the Mauldin Public Facilities Corporation (The “Corporation”) to provide funding to finance the costs of acquiring, constructing, equipping, and installing various municipal facilities; consenting to and approving the execution of a base lease agreement by and between the City and the Corporation; Consenting to and approving the execution of a Municipal Facilities Purchase and Occupancy Agreement (The “Facilities Agreement”) relating thereto by and between the City And the corporation; consenting to the form of a trust agreement to be entered into by the Corporation and the Trustee for the Bonds; and together therewith an assignment to the trustee of certain rights to payment and other rights of the Corporation, under the Facilities Agreement; and making provision for all other matters relating to the foregoing

**Motion:** Chairman Reynolds made a motion to accept this ordinance on first reading. Councilwoman King seconded the motion.

This is a bond for the new fire station.

**Vote:** The vote was unanimous (7-0).

#### Standing Committee Items

- f. A Resolution approving a Development Agreement with Parker Group Development, LLC, for the construction of a portion of the City Center Project and to authorize the mayor to execute the Development Agreement

**Motion:** Chairman Matney made a motion to adopt this resolution and authorize the Mayor to execute the Development Agreement. Councilman Reynolds seconded the motion.

**Vote:** The vote was unanimous (7-0).

- g. Cultural Center Lease Rental Agreements and Rules

**Motion:** Chairman Matney made a motion to send this item back to committee. Councilman Kraeling seconded the motion.

**Vote:** The vote was unanimous (7-0).

- h. Appointments to City of Mauldin Boards and Commissions

Kaitlyn Woolard and Charles Barefoot were appointed to the Planning Commission. Joseph Sentelle and William Parks were appointed to the Zoning Board.

i. Trash and Recycling Receptacle Policy

**Motion:** Chairman Kraeling made a motion to adopt this policy. Councilwoman King seconded the motion.

Chairman Kraeling said this policy will clarify what can be repaired and how much it will cost to replace cans that cannot be repaired.

Mayor Merritt asked about townhomes and apartments less than 9 units. There was previous discussion on whether this policy applied to all. Mr. Madden said a phrase could be added to the policy saying this applies to all multi-family units as well.

**Motion:** Chairman Kraeling made a motion to amend the motion to add the wording from the Mayor. Councilman Reynolds seconded the motion.

**Vote:** The vote on the amendment was unanimous (7-0).

Mayor Merritt asked that "it" be removed on page 341.

**Vote:** The vote was on the motion as amended was unanimous (7-0).

j. Web Portal State Contract

This contract allows for the court system to accept credit card payments online.

**Motion:** Chairwoman King made a motion to renew this contract. Councilman Kraeling seconded the motion.

**Vote:** The vote was unanimous (7-0).

k. SC School for the Deaf and Blind Contract

This is a contract for a court interpreter should we need one. The City will not be charged unless there is a call for an interpreter.

**Motion:** Chairwoman King made a motion to renew this contract. Councilman Matney seconded the motion.

**Vote:** The vote was unanimous (7-0).

l. A Resolution approving a Service Agreement with Greenville County to provide shelter, food, and care for stray animals and authorizing the Mayor to execute the Agreement

**Motion:** Chairwoman King made a motion to adopt this resolution to approve an agreement with Greenville County for stray animal care. Councilman Kraeling seconded the motion.

Councilman Reynolds said this is a good short-term solution but would like the City to look at putting a kennel at the new PW facility if there is a place for it. He doesn't want the citizens to have to drive so far to pick their animals up. He is also concerned with the City paying the per animal fee for animals that are picked up instead of the owner paying the fee.

Chairwoman King said the police department makes every effort to return pets to their owners before they are taken to any facility.

**Vote:** The vote was unanimous (7-0).

#### Committee of the Whole

##### m. Request for Fireworks Display Permit

**Motion:** Councilman Reynolds made a motion to consider this item informally with Councilwoman King seconding the motion.

**Vote:** The vote was unanimous (7-0).

**Motion:** Councilman Reynolds made a motion to approve this permit with Councilwoman King seconding.

Councilwoman King pointed out that there is no permit in hand yet. The recommendation is to allow staff to move forward if Council approves of such. Paperwork and insurance information must be submitted to staff before a permit will be issued. A formal letter has been received by the Forrester Woods HOA. City Administrator Madden said the insurance must be verified and a hold harmless agreement signed before a permit is issued.

Councilman Matney asked if legal counsel has vetted the hold harmless agreement and then asked Chief McHone if the fire department was ok with this item. Chief McHone said the fireworks would have to be inspected.

Councilwoman Kuzniar asked how often HOAs are issued permits for fireworks. Mr. Madden said not often. None have been issued in recent memory.

Councilwoman Kuzniar said fireworks are not allowed in the City limits and she is concerned that people won't know the HOA has a permit, and will think it is ok to shoot their fireworks as well. She then asked if the fire department would monitor these fireworks.

Chief McHone said the HOA should have a pyrotechnic company come in to shoot the fireworks for them. The department will inspect the fireworks before they will be allowed to be shot. The insurance paperwork would have to name the pyrotechnic company as an additional insured. The City will not be liable for these fireworks.

Councilman Kraeling said he would like the people to be notified if the permit is issued because a lot of animals are afraid of fireworks and people will need to take precautions to keep their animals safe. Mr. Madden said the HOA would handle the advertisement of this.

John Duggan said he wants to make sure the City is added as an insured to the insurance paperwork. He then answered he has not seen the hold harmless agreement and would like to obtain a copy.

Councilman Reynolds said this request came last week and if the HOA does not follow through with the paperwork they need to submit, then the permit will not be issued.

The permit will be contingent upon the paperwork being submitted.

**Vote:** The vote was unanimous (7-0).

## 9. Public Comment

- a. Dean Kirkland: Man, this microphone don't work. I am going to tell you something, if this thing don't work by the next meeting, I am going to take a case out against the City. There are people listening at home and streaming, and they can't hear. This one will work.

Dean Dexter Kirkland. Hebrew- Daniel Benjamin Kirkland. What? Yeah. Well, it is a busy night. Last time I was here I wore a different outfit because Chief Miller said I looked good in it. I said I think a military one is more intimidating. RA14195350 reporting for duty. That was a beautiful prayer you made while ago. You said to love each other, the Bible said we should love ourselves. Is that true? You can't answer me? Well, why did you vote for Dale to resign? Don't answer that.

Let's see. What's that? Hmm, what have I got on there? By the way, next month's list is going to be longer than this one.

Mayor Merritt: You got Duggan, Police Chief, Black Lives Matter, Bryan Turner, alcohol in parks, and street closing Lindsay.

Dean Kirkland: Lindsay Graham. Well, my sister said, Dean, you are slurring your speech and your medicine ain't working. Well, I went to Peace Medical Center, they said nothing's wrong. I went to Greenville, and they said something's wrong with your sister, there ain't nothing wrong with you. They tried to pick me up last week and get me put away permanently, and that ain't the first time. The Bible said if God is for you, then who can be against you. God is the majority. How about Elijah and the 450 prophets. I am a little confused. The Mayor trusted that lawyer with the bankroll on August 2<sup>nd</sup>. We'll see. Now, tell me what's next.

Mayor Merritt: Black Lives Matter

Dean Kirkland: Yeah. Who is news media here? Are they gone? Anyone here tonight or did y'all leave? Are you it? Must have left. Fox News told me they would be here tonight. I haven't made any calls and they said well, he's crazy, you don't want to waste your time coming down here. Maybe they will be here next month. Well, anyway, get word to them that Black Lives people stay the hell out of the City of Mauldin. Especially you that don't live here. Your damn opinions don't count. I'm sorry, I'm sorry, I'm sorry.

Chief Miller: That is your one time.

Dean Kirkland: Their opinion does not count in the City of Mauldin. Ok, next.

Mayor Merritt: Bryan Turner.

Dean Kirkland: Bryan Turner and Dr. Mati and my son Scott, I have already checked with legal counsel. I am suing them for conspiracy, kidnapping, and false arrest. There may be more. They

picked me up and put me in a mental hospital. I called Chief Turner and said he was in this mess, it looked like. I told him it was going to cost him his job, and he resigned the next week. Very convenient huh? Next.

Mayor Merritt: Alcohol in parks.

Dean Kirkland: Oh, I understand from the Chief that I can make a motion from the floor. I am going to make three tonight. I make a motion that we put it out of the park. You don't like that, Taft? Number two, I make a motion about this road coming through that is making a mess with Joel Ann down at the market, I make a motion that we stop Lindsay Graham. Hey, I ran for the House of Representatives.

Mayor Merritt: Mr. Kirkland, you need to encapsulate... you are out of time.

Dean Kirkland: I have got three minutes.

Mayor Merritt: And you have used those three minutes.

Dean Kirkland: I have? On all of them things? I don't get three minutes on each one?

Mayor Merritt: No sir, you get three minutes for public comment.

Dean Kirkland: Well, my Lord. I misunderstood. By the way when you stared at me last time? I didn't know you couldn't comment. I apologize. I didn't mean. I couldn't figure it out.

Mayor Merritt: Not a problem. Thank you, sir.

Mayor Merritt: By rule, you can't speak unless you have signed up.

b. Rene Miller: I didn't see the sheet, sir.

Mayor Merritt: Do you have any objections to suspending the rules? Come on up and state your name, sir.

Rene Miller: Thank you Council. My name is Rene Miller. I am here today as a representative of the residents of Hill Lane. Lately we have had a serious problem with speeding. I have talked with the administrator about this. We have dealt with this for ten years, and our problem seems to be getting worse. We have asked for speed bumps for several, several years and we are not getting anywhere. For some unknown reason, there is no answer for why we cannot get speed bumps. The problem just seems to not go away.

I am requesting assistance. After talking to the City, I have been advised that I can talk to Interim Chief Miller, which I have not done so yet. After speed monitors, after police officers parking in the subdivision, police officers patrolling the subdivisions, still the problem will not go away. The residents of Hill Place would like to know what are the rules and policies regarding speed bumps?

Some folks say we have to have a percent residential approval. Someone else said maybe that we had to have, because we are not a drive-through community, then only then we would be

allowed to have speed bumps. We are not a drive through community. People don't come through our neighborhood from somewhere else. It makes a dead end. We do have four cul-de-sacs from what I understand. So, we would like to know the rules, and if the rules aren't working, can they be amended? What are the policies and if they are not working, can they be changed?

We are asking that we at least have one speed bump. We are asking for three, but if we could have one where people come around the curve at a high rate of speed. That one speed bump would slow everybody down coming from any direction. We are asking for three, but if we can't get three, we are asking for one. After speaking to the administrator, he said most of the speeders are from inside the community. We don't know what to do. The bottom of our subdivision is not in the HOA, there are eight houses down there and the last eight are not in the HOA. Even when I was HOA manager, or whatever you call it, President, I couldn't communicate with those people. In fact, you can put the police department in our community. I am just messing with you.

Whatever it takes, can we get at least one speed bump at the very top? I don't think as a community we would have a problem paying for it, but the road belongs to the City. We want to know what can be done, and where do we go from here? We have six percent renters. The renters don't care for the community as much as the people who are actually homeowners. We have no idea where to go. 90% of us care, and the others keep doing what they want.

The police officers sit there for a few weeks and then when they leave, they speed up.

Mr. Madden: Interim Chief Miller will get with you before you leave, provide you the policy, and walk you through the process so you can start having that conversation. If you will take a couple of minutes before you leave, Chief Miller will get with you.

Mr. Miller: Thank you for giving me the opportunity to speak even though I didn't do what I was supposed to. Next time I will.

10. Council Concerns- None

11. Adjournment- Mayor Merritt adjourned the meeting at 8:50 p.m.

Respectfully Submitted,  
Cindy Miller  
Municipal Clerk

MINUTES  
CITY OF MAULDIN  
SPECIAL CALLED CITY COUNCIL MEETING  
JUNE 21, 2021, 6:00 P.M  
CITY HALL – COUNCIL CHAMBERS 5 E. BUTLER ROAD

Members present: Mayor Terry Merritt, Council members Carol King, Taft Matney, Jason Kraeling, Michael Reynolds, and Diane Kuzniar. Councilman Black was out of town but joined the executive sessions by Zoom and continued on Zoom until the end of the Council meeting.

Others present: City Administrator Brandon Madden

1. Call to Order- Mayor Merritt
  - a. Welcome- Mayor Merritt

2. New Business

- a. Motion to enter in Executive Session for the consideration of a contractual matter as allowed by State Statute Section 30-4- 70 (a)(2)
- b. Motion to enter in Executive Session for the consideration of an Economic Development matter as allowed by State Statute Section 30-4-70 (a)(2)

**Motion:** Councilman Matney made a motion to go into executive session for the two matters on the agenda. Councilman Kraeling seconded the motion.

**Vote:** The vote was unanimous (6-0).

Mayor Merritt reconvened the meeting at 7:13 p.m.

Councilman Matney reported no decisions were made and no action taken in executive session.

- c. Possible action on items discussed in Executive Session

**Motion:** Councilman Matney made a motion to authorize staff to enter into negotiations on the contractual matter discussed in executive session. Councilman Reynolds seconded the motion.

**Vote:** The vote was unanimous (7-0).

3. Public Comment- None
4. Council Concerns- None
5. Adjournment- Mayor Merritt adjourned the meeting at 7:15 p.m.

Respectfully Submitted,  
Cindy Miller  
Municipal Clerk

MINUTES  
CITY OF MAULDIN  
SPECIAL CALLED  
CITY COUNCIL MEETING JUNE 28, 2021,  
6:00 P.M  
CITY HALL – COUNCIL CHAMBERS 5 E. BUTLER ROAD

Members present: Mayor Terry Merritt, Council members Carol King, Jason Kraeling, Dale Black, Michael Reynolds, and Diane Kuzniar. Councilman Taft Matney was not present due to a previously scheduled work commitment.

Others present: City Administrator Brandon Madden

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

2. Unfinished Business

Ordinances – Second Reading

- a. An Ordinance to provide for the annexation of 8.23 acres of property owned by the City of Mauldin, and located at 700 East Standing Springs Road (tax map parcel: 0293.00- 01- 008.00), by one hundred percent petition method; and to establish a zoning classification of S-1, services, for said property- This property is the old Ford Dealership on East Standing Springs Road.

Mr. Dyrhaug stated this tract will be contiguous to the City limits at the railroad Right-of-Way through the adjacent SCDOT Right-of-Way. On first reading, this property was to be annexed through a 10-foot strip, but now staff has concluded that the adjacent Right-of-Way will establish contiguity.

**Motion:** Chairwoman Kuzniar made a motion to accept this ordinance on second reading. Councilman Kraeling seconded the motion.

**Vote:** The vote was unanimous (6-0).

- b. An Ordinance authorizing the execution and delivery of documents relating to the provision of municipal facilities; consenting to and approving the issuance of not exceeding \$6,500,000 Mauldin Public Facilities Corporation Installment Purchase Revenue Bonds, Series 2021, by the Mauldin Public Facilities Corporation (The “Corporation”) to provide funding to finance the costs of acquiring, constructing, equipping, and installing various municipal facilities; consenting to and approving the execution of a base lease agreement by and between the City and the Corporation; Consenting to and approving the execution of a Municipal Facilities Purchase and Occupancy Agreement (The “Facilities Agreement”) relating thereto by and between the City And the Corporation; consenting to the form of a trust agreement to be entered into by the Corporation and the Trustee for the Bonds; and together therewith an assignment to the trustee of certain rights to payment and other rights of the Corporation, under the Facilities Agreement; and making provision for all other

Matters relating to the foregoing

This is a bond for the new fire station, police sub-station, and related equipment.

**Motion:** Chairman Reynolds made a motion to accept this ordinance on second reading. Councilwoman King seconded the motion.

**Vote:** The vote was unanimous (6-0).

Standing Committee Items

- c. Resolution to Authorize the Execution and Delivery of a Participation Agreement with Greenville County Legislative Delegation Transportation Committee

**Motion:** Chairman Kraeling made a motion to accept this resolution and execute the participation agreement. Councilwoman King seconded the motion.

**Vote:** The vote was unanimous (6-0).

3. Public Comment- None
4. Council Concerns- None
5. Adjournment-Mayor Merritt adjourned the meeting at 6:10 p.m.

Respectfully Submitted,  
Cindy Miller  
Municipal Clerk

MINUTES  
CITY OF MAULDIN  
SPECIAL CALLED CITY COUNCIL MEETING  
JULY 12, 2021, 6:00 PM

Members present: Mayor Terry Merritt, Council members Taft Matney, Carol King, Jason Kraeling, Michael Reynolds, Dale Black, and Diane Kuzniar.

Others present: City Administrator Brandon Madden

1. Call to Order- Mayor Merritt

- a. Invocation- Councilman Matney
- b. Pledge of Allegiance- Councilman Matney
- c. Welcome- Mayor Terry Merritt

2. New Business

- a. Executive Session to consider contractual matter related to Cely Construction project as allowed by State Statute Section 30-4-70 (a)(2)
- b. Executive Session to receive legal advice related to CSI contract as allowed by State Statute Section 30-4-70 (a)(2)
- c. Executive Session for a contractual matter related to SCN as allowed by State Statute Section 30-4-70 (a)(2)

**Motion:** Councilman Kraeling made a motion to go into executive session for the items listed above. Councilwoman King seconded the motion.

**Vote:** The vote was unanimous (7-0).

Mayor Merritt reconvened the meeting at 8:04 pm. Councilman Kraeling reported that no decisions were made, and no action taken.

- d. Possible action on items discussed in Executive Session- None

3. Public Comment- None

4. Council Requests- None

5. Adjournment- Mayor Merritt adjourned the meeting at 8:05 p.m.

Respectfully Submitted,  
Cindy Miller  
Municipal Clerk

# CITY COUNCIL AGENDA ITEM

**MEETING DATE:** July 19, 2021

**AGENDA ITEM:** 7a

---

**TO:** City Council  
**FROM:** Business & Development Services Director, David C. Dyrhaug  
**SUBJECT:** Annexation of ADDITIONAL Adams Family Property at  
Ashmore Bridge Rd  
\*\*\*2<sup>nd</sup> Reading\*\*\*

---

<b>AUTHORIZED REP(S):</b>	D.R. Horton Bluewater Civil Design, LLC
<b>OWNER(S):</b>	<b>David M. Adams, Sr.</b> <b>David M. Adams, Jr.</b> <b>William P. Adams, Sr.</b> <b>Mary Margaret A. Bannister</b>
<b>TAX MAP #(S):</b>	M007.01-01-003.06
<b>LOCATION:</b>	At Fowler Circle (near Ashmore Bridge Road)
<b>CURRENT ZONING:</b>	R-S (County)
<b>REQUESTED ZONING:</b>	R-15, Residential
<b>SIZE OF PROPERTY:</b>	Approx. 0.83 acres
<b>CONTIGUITY:</b>	This tract is directly contiguous to a 100-acre tract owned by the Adams' family that is currently in the process of being annexed into the City of Mauldin.

---

## REQUEST

The City of Mauldin has received a signed petition requesting the annexation of a tract of land consisting of a portion of a parcel of land pursuant to South Carolina Code of Laws Section 5-3-150. This petitions includes approximately 0.83 acres owned by members of the Adams family and is located at Fowler Circle.

The applicant has requested that this tract be zoned R-15, Residential, upon annexation into the City of Mauldin. This tract of land will be included in the land that D.R. Horton intends to for detached single-family homes at a price-point expected to average in the mid- to high-\$300s.

## UTILITIES AND SERVICES

---

The applicant is currently working out a sewer line extension to the ReWa main line along the Reedy River. The City of Mauldin anticipates owning and maintaining new sewer lines constructed as part of any development project on these tracts. Approvals for sewer will be required before any proposed development is approved. All other utilities are available.

This tract is currently located in in the Mauldin Fire Service Area. The City of Mauldin will continue to provide fire protection services to this tract upon annexation.

## PLANNING AND ZONING

---

### *About the R-15 District*

The R-15 zoning designation is a low density residential district intended to provide single-family living and related facilities such as recreational, religious, and educational facilities.

R-15 Zoning allows a minimum 15,000-square foot lot (comparable density of 2.6 units per acre)

### *Comprehensive Plan Analysis*

The designation of this tract in the Future Land Use Map of the Comprehensive Plan calls for low-density residential consisting of single-family homes in this area. The applicant's intent to develop single-family homes are consistent with the Comprehensive Plan.

### *Surrounding Development/Zoning*

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

<b>Direction</b>	<b>Zoning District(s)</b>	<b>Existing Use(s)</b>
<b>North</b>	R-15 (City, pending)	Prospective development of single-family homes
<b>South</b>	R-15 (City, pending)	Prospective development of single-family homes
<b>East</b>	PD (City)	The Grove subdivision
<b>West</b>	R-15 (City, pending)	Prospective development of single-family homes

### *Property Values*

The homes in this project are projected to sell at an average in the mid- to high-\$300's. This range will be above the average price of home sales in adjacent communities over the last couple of years, except for Braemor (which is a high end community developed by D.R. Horton). See below.

Community	2019		2020		2020	
	No. of Sales	Avg. Price	No. of Sales	Avg. Price	No. of Sales	Avg. Price
Maple Grove	14	\$178,842	12	\$196,908	2	\$181,500
The Grove	9	\$206,833	14	\$214,542	3	\$240,166
Deer Ridge	1	\$168,000	3	\$174,166	1	\$200,400
Braemor	4	\$425,875	2	\$679,650	1	\$585,000

## **TIMELINE**

---

On June 1, 2021, staff received the signed petition for the annexation of this tract.

On June 7, 2021, the Building Codes Committee voted, 3-0, to forward this matter to City Council with a recommendation of approval.

On June 21, 2021, the City Council approved this ordinance on first reading.

## **FISCAL IMPACT**

---

Based on the information available, staff projects that the development of this tract will have a positive fiscal benefit to the City (projected revenue of \$328,415 compared to a project cost of \$260,332). This analysis is based on the following factors:

- Number of Homes: 266
- Average price-point: about \$350,000
- New streets: Publicly owned and maintained
- New sewer: Owned and maintained by the City of Mauldin

## **RECOMMENDATION**

---

Consider approval of this ordinance on second reading.

## **ATTACHMENTS**

---

Annexation Ordinance (maps and petitions attached therein)

**ORDINANCE \_\_\_\_\_-2021**

**AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF 0.83 ACRES OF PROPERTY OWNED BY DAVID M. ADAMS, SR., ET. AL., AND LOCATED AT FOWLER CIRCLE NEAR ASHMORE BRIDGE ROAD (PORTION OF TAX MAP PARCEL: M007.01-01-003.06) BY ONE HUNDRED PERCENT PETITION METHOD; AND TO ESTABLISH A ZONING CLASSIFICATION OF R-15, RESIDENTIAL, FOR SAID PROPERTY**

WHEREAS, David M. Adams, Sr., David M. Adams, Jr., William P. Adams, Sr., and Mary Margaret A. Bannister are the sole owners of real property containing 4 acres, more or less, located at Fowler Circle, which property is contiguous to the City of Mauldin and is more particularly illustrated in Exhibit 1 attached hereto; and,

WHEREAS, an Annexation Petition, attached hereto as Exhibit 2, has been filed with the City of Mauldin by David M. Adams, Sr., et. al., requesting that a portion of the aforementioned property, consisting of 0.83 acres, be annexed into the City of Mauldin; and,

WHEREAS, the property to be annexed is contiguous to the City of Mauldin, and is more particularly depicted in Exhibit 1 attached hereto; and,

WHEREAS, David M. Adams, Sr., David M. Adams, Jr., William P. Adams, Sr., and Mary Margaret A. Bannister constitutes one hundred (100%) percent of freeholders owning one hundred (100%) of the real property depicted in Exhibit 1 attached hereto; and,

WHEREAS, the proposed zoning of R-15, Residential, is compatible with the surrounding property uses in the area; and,

WHEREAS, the Mayor and Council conclude that the annexation is in the best interest of the property owner and the City;

NOW, THEREFORE, be it ordained by the Mayor and Council of the City of Mauldin that:

1. ANNEXATION: The 0.83-acre portion of real property owned by David M. Adams, Sr., David M. Adams, Jr., William P. Adams, Sr., and Mary Margaret A. Bannister, and more particularly depicted in the map attached hereto marked as Exhibit 1, is hereby annexed into the corporate city limits of the City of Mauldin effective immediately upon second reading of this ordinance.

2. ZONING ASSIGNMENT: The above referenced property is hereby zoned R-15, Residential.

---

Terry Merritt, Mayor

ATTEST:

---

Cindy Miller, Municipal Clerk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

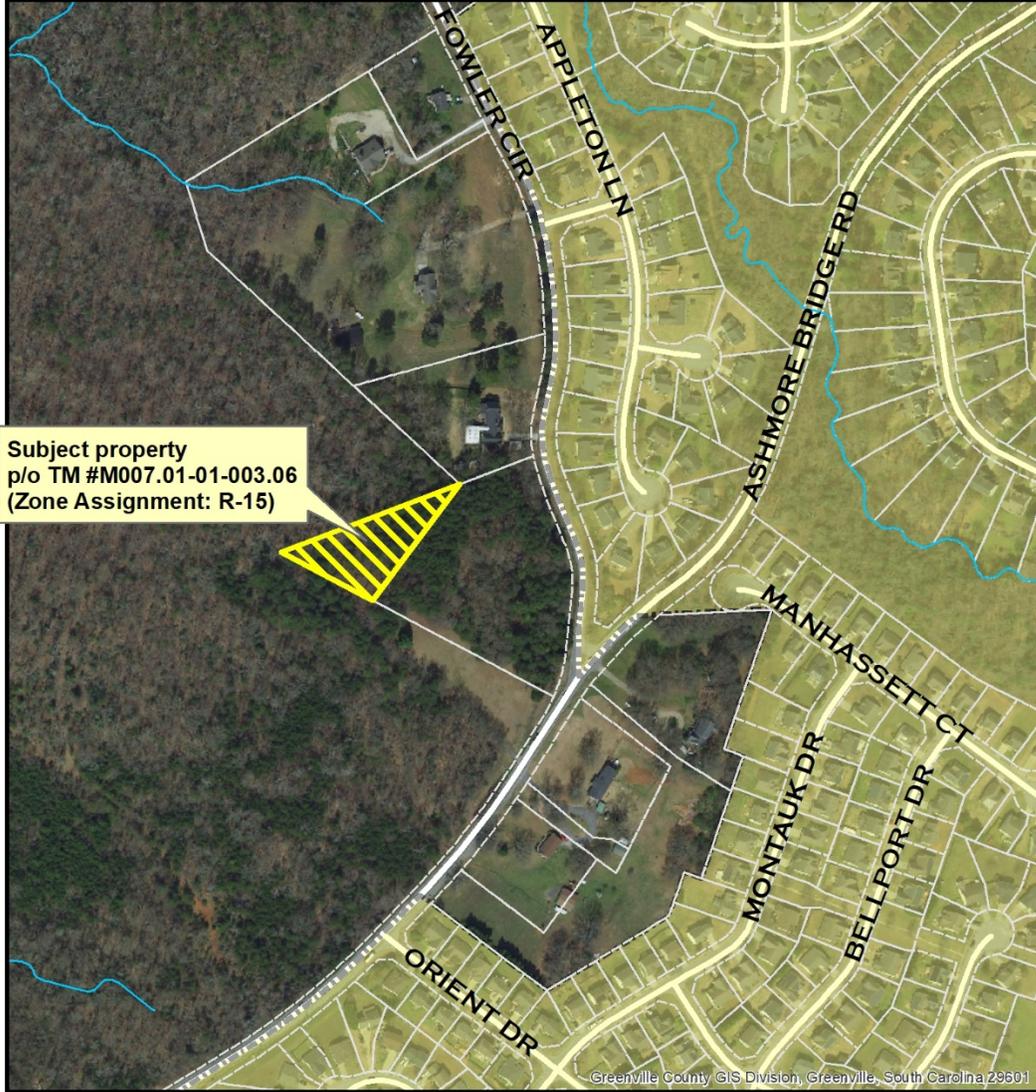
Approved as to Form:

---

City Attorney

# EXHIBIT 1 – ANNEXATION MAP

## Additional Adams Family Tract Annexation Map



**Legend**

-  Subject Property
-  Mauldin City Limits


Created on May 19, 2021

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**EXHIBIT 2 – PETITION**

PETITION FOR ANNEXATION OF A PORTION OF REAL PROPERTY OWNED BY DAVID M. ADAMS, SR., ET. AL., AND LOCATED AT FOWLER CIRCLE INTO THE CITY OF MAULDIN BY ONE HUNDRED PERCENT (100%) METHOD

Petitioners, David M. Adams, Sr., et. al., are the sole owners [freeholders owning one hundred (100%) percent of the assessed value of real property in the area proposed to be annexed] of a parcel of real property in Greenville County containing approximately 4 acres, more particularly described in the property description attached hereto marked as Exhibit A, and the Property Map attached hereto marked as Exhibit B.

Petitioners hereby petition to annex a portion of their property consisting of 0.83 acres, which is contiguous to the City of Mauldin, into the corporate limits of the City of Mauldin. Petitioners also hereby petition to assign their property the zoning classification of R-15, Residential, as depicted in Exhibit C attached hereto, on the Official Zoning Map of the City of Mauldin.

This Petition is submitted to the City of Mauldin pursuant to the provisions of S.C. Code §5-3-150(3) authorizing the City Council to annex an area by the one hundred percent (100%) method.

This Petition is dated this 19<sup>th</sup> day of May, 2021, before the first signature below is attached.

The Petitioners request that the tract described above and shown on the attached Exhibit A be annexed into the corporate city limits of the City of Mauldin and assign the tract the zoning classification of R-15, Residential, as depicted in Exhibit C attached hereto.

May 19<sup>th</sup>, 2021  
Date

By: David M. Adams, Sr. David M. Adams, Sr.  
David M. Adams, Sr. Witness

By: David M. Adams, Jr. John D. Combs  
David M. Adams, Jr. Witness

By: William P. Adams Mary Margaret Bannister  
William P. Adams, Sr. Witness

By: Mary Margaret A. Bannister William P. Adams  
Mary Margaret A. Bannister Witness

EXHIBIT A

PROPERTY DESCRIPTION

All that certain piece, parcel or tract of land in the County of Greenville, State of South Carolina, being shown and designed as Tract "A", consisting of 0.83 acres, on a sketch for D.R. Horton, prepared by 3D Land Surveying, dated May 3, 2021.

TAX MAP #M007.01-01-003.06

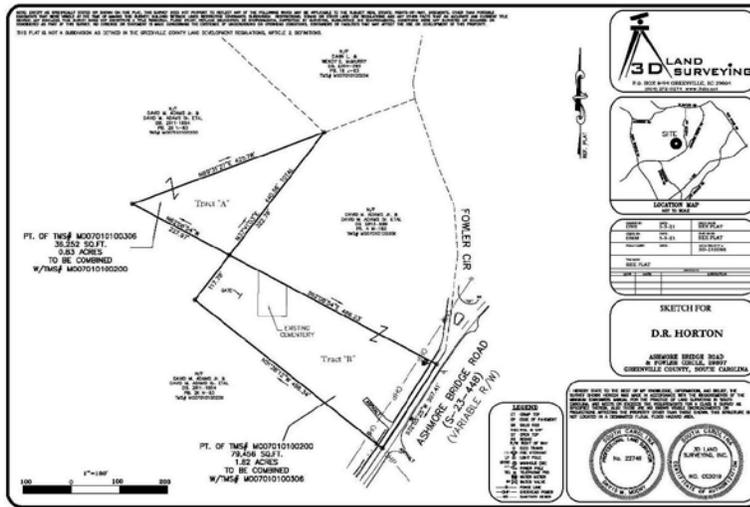


EXHIBIT B

PROPERTY MAP



**Legend**

- Subject Property
- Mauldin City Limits



Created on May 19, 2021

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# CITY COUNCIL AGENDA ITEM

**MEETING DATE:** July 19, 2021

**AGENDA ITEM:** 7b

---

**TO:** City Council  
**FROM:** Business & Development Services Director, David C. Dyrhaug  
**SUBJECT:** Annexation of Property at 807 Holland Road  
\*\*\*2<sup>nd</sup> Reading\*\*\*

---

<b>OWNER(S):</b>	Scott McNew, 807 Holland Rd LLC
<b>AUTHORIZED REP(S):</b>	N/A
<b>TAX MAP NUMBER(S):</b>	0546.01-01-024.02
<b>LOCATION:</b>	807 Holland Road
<b>CURRENT ZONING:</b>	R-12, Residential
<b>REQUESTED ZONING:</b>	S-1, Trades and Commercial Services
<b>SIZE OF PROPERTY:</b>	Approx. 0.5 acres
<b>CONTIGUITY</b>	Most of this property is already in the City limits of Mauldin

## REQUEST

---

The City of Mauldin has received a signed petition requesting the annexation and rezoning of a tract of land pursuant to Section 4:2 of the Mauldin Zoning Ordinance. This petition includes approximately 0.5 acres located at 807 Holland Road. While most of the property at 807 Holland Road is already in the City limits of Mauldin, there is a 60-foot-wide strip of this property that is not in the City limits. The applicant wishes to annex this remaining portion of their property into the City limits of Mauldin. Meanwhile, the applicant wishes to rezone this remaining portion to the S-1, Trades and Commercial Services, zoning district, which is consistent with the zoning of the rest of the property.

This property is currently occupied by a 20,000-square foot office/warehouse flex space building. The applicant intends to continue to use the building as an office/warehouse flex space.

## UTILITIES AND SERVICES

---

All utilities are available including water and sewer. The tract is currently located in the Mauldin Fire Service Area and will continue to be served by the Mauldin Fire Department upon annexation.

## PLANNING AND ZONING

---

### *About the S-1 District*

The S-1 district is established to provide a transition between commercial and industrial districts while restricting any noxious odor, fumes, smoke, dust, or noise. The types of uses that are allowed in this district include service-related uses, warehousing uses, and light industries.

### *Surrounding Development/Zoning*

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

<b>Direction</b>	<b>Zoning District(s)</b>	<b>Existing Use(s)</b>
<b>North</b>	S-1	Grand Holland Estate (formerly known as the Ryan Nicholas Inn)
<b>South</b>	R-12 (county)	Undeveloped property
<b>East</b>	R-M1	Ricelan Springs subdivision
<b>West</b>	R-12 (country)	Undeveloped property/ SCDOT laydown yard

### *Comprehensive Plan Analysis*

The Future Land Use Map designates the intersection of Holland Road and Bridges Road as a Community Center. The intent of a Community Center is to accommodate grocery stores, professional offices, small retail shops, and personal services.

## TIMELINE

---

On May 10, 2021, staff received the signed petition for the annexation and rezoning of this tract.

On June 7, 2021, the Building Codes Committee voted, 3-0, to forward this matter to City Council with a recommendation of approval.

On June 21, 2021, the City Council approved the ordinance on first reading.

## FISCAL IMPACT

---

The annexation of this tract will result in a net financial benefit to the City of Mauldin as a result of the collection of commercial property taxes and annual business license fees.

## RECOMMENDATION

---

Consider approval of this ordinance on second reading.

## ATTACHMENTS

---

Proposed Ordinance (maps and petitions attached therein)

**ORDINANCE \_\_\_\_\_-2021**

**AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF 0.5 ACRES OF PROPERTY OWNED BY 807 HOLLAND RD, LLC, AND LOCATED AT 807 HOLLAND ROAD (PORTION OF TAX MAP PARCEL: 0546.01-01-024.02), BY ONE HUNDRED PERCENT PETITION METHOD; AND TO ESTABLISH A ZONING CLASSIFICATION OF S-1, SERVICES, FOR SAID PROPERTY**

WHEREAS, 807 Holland Rd, LLC, is the sole owner of record title of a parcel of real property containing 1.59 acres, more or less, located at 807 Holland Road, which property is contiguous to the City of Mauldin and is more particularly illustrated in Exhibit 1 attached hereto; and,

WHEREAS, an Annexation Petition, attached hereto as Exhibit 2, has been filed with the City of Mauldin by 807 Holland Rd LLC, requesting that the remainder of the aforementioned property currently unincorporated, consisting of approximately 0.5 acres, be annexed into the City of Mauldin; and,

WHEREAS, the property to be annexed is contiguous to the City of Mauldin, and is more particularly depicted in Exhibit 1 attached hereto; and,

WHEREAS, 807 Holland Rd LLC, constitutes one hundred (100%) percent of freeholders owning one hundred (100%) of the real property depicted in Exhibit 1 attached hereto; and,

WHEREAS, the proposed zoning of S-1, Services, is compatible with the surrounding property uses in the area; and,

WHEREAS, the Mayor and Council conclude that the annexation is in the best interest of the property owner and the City;

NOW, THEREFORE, be it ordained by the Mayor and Council of the City of Mauldin that:

1. ANNEXATION: The unincorporated portion of the real property owned by 807 Holland Rd LLC, and more particularly depicted in the map attached hereto marked as Exhibit 1, is hereby annexed into the corporate city limits of the City of Mauldin effective immediately upon second reading of this ordinance.

2. ANNEXATION OF A PORTION OF ADJACENT RIGHTS-OF-WAY: All of that portion of Holland Road along the edge of and adjoined to the annexed property shown on the attached Exhibit to the centerline of the afore-mentioned right-of-way is also hereby annexed into the corporate limits of the City of Mauldin effective immediately upon second reading of this ordinance.

3. ZONING ASSIGNMENT: The above referenced property is hereby zoned S-1, Services.

---

Terry Merritt, Mayor

ATTEST:

---

Cindy Miller, Municipal Clerk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Approved as to Form:

---

City Attorney

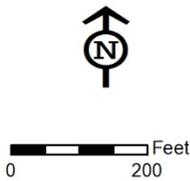
**EXHIBIT 1 – ANNEXATION MAP**

**807 Holland Road Annexation Map**



**Legend**

-  Subject Property
-  Mauldin City Limits



Created on April 27, 2021

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**EXHIBIT 2 – PETITION**

PETITION FOR ANNEXATION OF A PORTION OF REAL PROPERTY OWNED BY 807 HOLLAND RD, LLC, AND LOCATED AT 807 HOLLAND ROAD INTO THE CITY OF MAULDIN BY ONE HUNDRED PERCENT (100%) METHOD

Petitioner, 807 Holland Rd, LLC, is the sole owner [freeholder owning one hundred (100%) percent of the assessed value of real property in the area proposed to be annexed] of a parcel of real property in Greenville County containing approximately 1.6 acres, more particularly described in the property description attached hereto marked as Exhibit A, and the Property Map attached hereto marked as Exhibit B.

Petitioner hereby petitions to annex the remaining portion of their property consisting of approximately 0.5 acres, which is contiguous to the City of Mauldin, into the corporate limits of the City of Mauldin. Petitioners also hereby petition to assign their property the zoning classification of S-1, Trades and Commercial Services, as depicted in Exhibit C attached hereto, on the Official Zoning Map of the City of Mauldin.

This Petition is submitted to the City of Mauldin pursuant to the provisions of S.C. Code §5-3-150(3) authorizing the City Council to annex an area by the one hundred percent (100%) method.

This Petition is dated this 10<sup>th</sup> day of May, 2021, before the first signature below is attached.

The Petitioner requests that the tract described above and shown on the attached Exhibit A be annexed into the corporate city limits of the City of Mauldin and assign the tract the zoning classification of S-1, Trades and Commercial Services, as depicted in Exhibit C attached hereto.

May 10, 2021  
Date

**807 HOLLAND RD, LLC**

The undersigned represents that he/she has authority to bind this entity to this petition, and no other signatures are needed.

By: Scott E. McNew

Delva Jumper  
Witness

Name: Scott E. McNew

Title: Managing Member

Maura J. Jone  
Witness

EXHIBIT A

PROPERTY DESCRIPTION

All that certain piece, parcel or tract of land in Greenville County, South Carolina, on Butler Road, being shown and designated as "Greenville County," consisting of approximately 0.5 acres, on a Survey for 807 Holland Road LLC, prepared by Freeland & Associates, Inc., on 4/15/2021.

Part of TAX MAP #0546.01-01-024.02

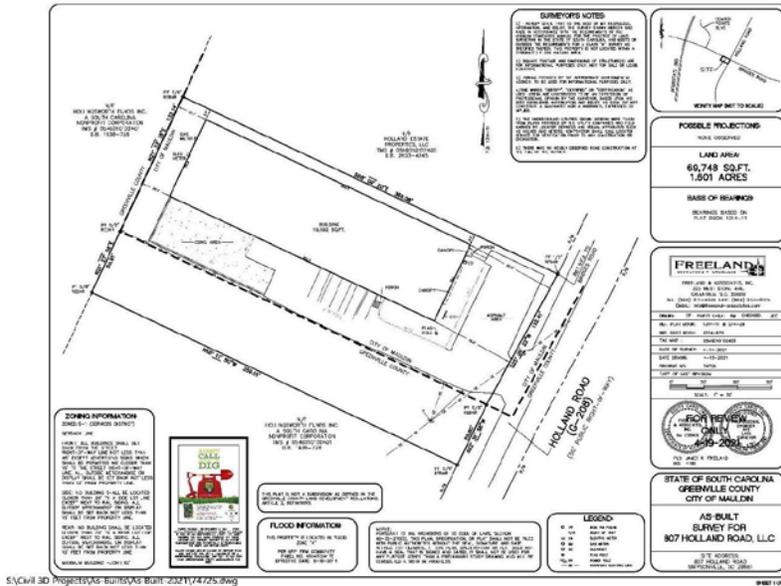


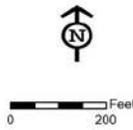
EXHIBIT B

PROPERTY MAP



**Legend**

-  Subject Property
-  Mauldin City Limits



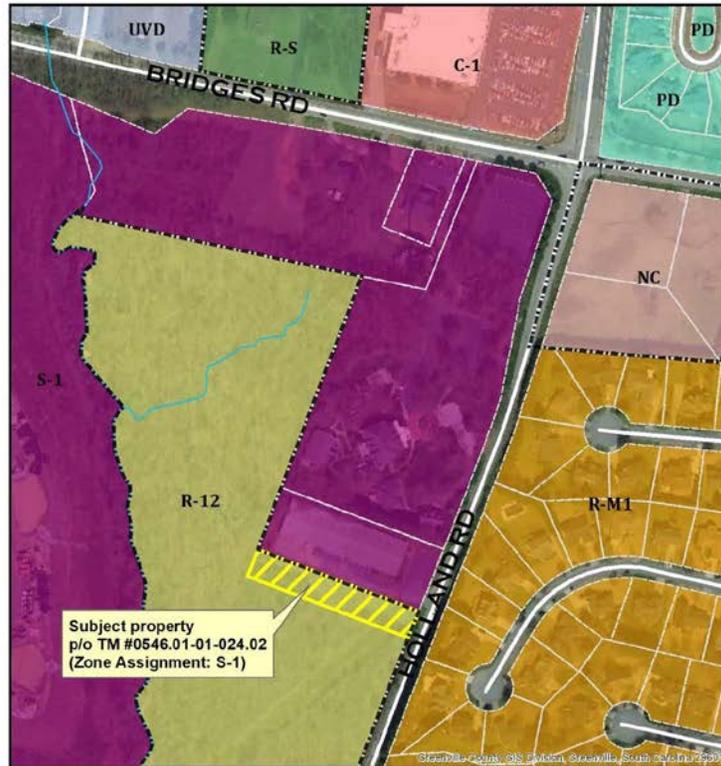
Created on April 27, 2021

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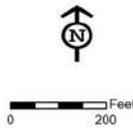
EXHIBIT C

ZONING MAP



**Legend**

- Mauldin City Limits
- Subject Property



# CITY COUNCIL

## AGENDA ITEM SUMMARY

**MEETING DATE:** July 19, 2021  
**AGENDA ITEM:** 8a

---

**TO:** City Council  
**FROM:** City Administrator Brandon Madden  
**SUBJECT:** Resolution for Agreement with Crawford Strategies

---

### **REQUEST**

---

Consideration and action on a Resolution and Agreement with Crawford Strategies for the provisions of marketing, branding, public relations, and advertising services.

### **HISTORY/BACKGROUND**

---

As the City proceeds with the implementation of multiple capital projects, programs, and public improvement initiatives, consideration of using the expertise of a full service advertising firm is warranted.

### **ANALYSIS or STAFF FINDINGS**

---

Per the attached agreement, Crawford Strategies will provide the following marketing related services (not limited to):

- Research
- Social Media Evaluation
- Communications and Community Relations Strategic Plan
- Ongoing Public Relations & Media Relations

### **FISCAL IMPACT**

---

Funding is available within the City's Special Revenue Fund to cover the cost attendant to the agreement with Crawford Strategies.

### **RECOMMENDATION**

---

Approval of the Resolution and Agreement with Crawford Strategies as presented.

### **ATTACHMENTS**

---

Resolution

**RESOLUTION 2021- \_\_\_\_\_**

**A RESOLUTION APPROVING AN AGREEMENT  
WITH CRAWFORD STRATEGY, LLC**

**WHEREAS**, the City of Mauldin desires to enter into an agreement with Crawford Strategy, LLC, for services related to public relations, communications, and similar services; and,

**WHEREAS**, Crawford Strategy, LLC, has presented the City with a Master Agency Agreement and a Scope of Work attached hereto as Exhibit “A” (collectively, the “Agreement”); and,

**WHEREAS**, the City finds and determines that the Agreement is appropriate and in the best interests of the City.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Members of Council of the City of Mauldin, as follows:

**Section 1.** The Master Agency Agreement and Scope of Work between the City of Mauldin and Crawford Strategy, LLC is hereby approved, and the Mayor is authorized to execute and deliver the Agreement and any related documents on the behalf of the City.

ADOPTED this \_\_\_\_\_ day of July, 2021.

CITY OF MAULDIN

BY: \_\_\_\_\_  
Terry Merritt, Mayor

ATTEST:

\_\_\_\_\_  
Cindy Miller, Municipal Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

# CITY COUNCIL

## AGENDA ITEM SUMMARY

**MEETING DATE:** July 19, 2021  
**AGENDA ITEM:** 8b

---

**TO:** City Council  
**FROM:** City Administrator Brandon Madden  
**SUBJECT:** Maintenance Agreement with SC Department of Transportation (SCDOT)

---

### REQUEST

---

To recommend approval of the Maintenance Agreement with the SCDOT for the Pedestrian Bridge.

### HISTORY/BACKGROUND

---

The City entered into a Development Agreement with Centerpoint Land, Inc. (the "Developer"), on December 19, for the construction of a public bridge to be used for public pedestrian and bicycling purposes which bridge will traverse Interstate I-385.

Subsequently, in furtherance of the construction of the Bridge, the Developer entered into an Agreement for the Design & Construction of Bridgeway Station Pedestrian Bridge with United Infrastructure Group, Inc. (the "Contractor").

SCDOT is currently reviewing the plans and specifications for the construction of the Bridge to issue a permit to the Contractor to commence the construction. A component of this process is the approval of a maintenance agreement for the Bridge between the City and SCDOT.

### ANALYSIS or STAFF FINDINGS

---

Attached hereto is the draft maintenance agreement for the Bridge between the City and SCDOT.

### FISCAL IMPACT

---

None.

### RECOMMENDATION

---

Approval of the maintenance agreement.

### ATTACHMENTS

---

Draft maintenance agreement (redlined).

**Cooperative Intergovernmental Agreement Between  
The City of Mauldin and  
The South Carolina Department of Transportation  
Regarding the I-385 Pedestrian Bridge Project**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the City of Mauldin (hereinafter “City”) and the South Carolina Department of Transportation (hereinafter “SCDOT”) (collectively “the Parties”).

WITNESSETH THAT:

WHEREAS, the City entered into a Development Agreement with Centerpoint Land, Inc., a South Carolina corporation (the “Developer”) dated the 19<sup>th</sup> day of December, 2019 (the “Development Agreement”) for the construction of a public bridge to be used for public pedestrian and bicycling purposes which bridge will traverse Interstate I-385 in order to connect the Property to other property (the “Bridge”); and,

WHEREAS, in furtherance of the construction of the Bridge, the Developer has entered into an Agreement for the Design & Construction of Bridgeway Station Pedestrian Bridge (the “DBA”) with United Infrastructure Group, Inc. (the “Contractor”) dated November 1, 2020; and,

WHEREAS, SCDOT owns an easement and/or a fee simple interest for highway purposes for Interstate Highway 385 (hereinafter “I-385”) in Mauldin, South Carolina, in the Area of Encroachment more particularly described herein; and

WHEREAS, City has requested that SCDOT allow City to build and maintain, at City’s sole cost and expense, a City-owned and operated Pedestrian Bridge (“Bridge”) over and above I-385 in the Area of Encroachment in a manner that will not interfere with the primary use of I-385 for interstate highway purposes; and

WHEREAS, SCDOT is willing to permit the Bridge to be constructed, owned, operated, and maintained by City over I-385 provided it is at no cost to SCDOT and in accordance with the conditions set forth in this Agreement; and

WHEREAS, pursuant to South Carolina Code of Laws Section 57-5-600, 1976 (as amended), SCDOT has authority to grant written permits to encroach upon highway right-of-way under such rules as SCDOT may establish; and

WHEREAS, Part 710, Subpart D of 23 United States Code of Federal Regulations at 710.401, *et seq.*, allows alternative use of Interstate right-of-way when it is in the public interest and is consistent with the continued operation, maintenance, and safety of the Interstate and complies with the other requirements of said regulations; and

WHEREAS, the use of the airspace over I-385 for the Bridge is in the public interest because it will allow pedestrians to cross the Interstate highway without interference to traffic on I-385 or the surrounding highway network; and

WHEREAS, the Federal Highway Administration agrees to such alternative use as stated in this Agreement, provided the primary use of I-385 remains a public highway; and

WHEREAS, despite the fact that some of the Bridge structure will be constructed outside of the I-385 right-of-way, the Parties specifically intend that all portions of the Bridge will be subject to the terms of this Agreement with regard to ownership, design, construction, inspection, maintenance, operation, repair, replacement, reconstruction, and removal; and

WHEREAS, SCDOT is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and

WHEREAS, City is a body politic with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and

WHEREAS, the Parties wish to set forth herein the terms of their relationship to accomplish the purpose set forth above;

NOW THEREFORE, in consideration of the mutual benefits accruing to each and to the State of South Carolina, the Parties agree as follows:

**I. DESCRIPTION**

This Agreement is for the ownership, design, construction, inspection, maintenance, operation, repair, replacement, reconstruction, and removal of City's Bridge over I-385. The encroachment permitted pursuant to this Agreement is a publicly-owned and operated pedestrian bridge, with its associated structures and approaches.

The Area of Encroachment means the I-385 right-of-way, to include both sides of the highway, as well as over and across the highway, located at approximate station [redacted] to [redacted]. The actual location of the Bridge superstructure and piers, abutments and other structures will be determined by the specific design of the Bridge as prepared and constructed by City subject to SCDOT's approval as provided herein. The Release for Construction (RFC) and as-built plans, including as-built utility plans, shall be provided to SCDOT and such final plans will be incorporated into this Agreement by written amendment signed by the Parties hereto.

The primary use of I-385 shall remain for highway purposes, including, but not limited to: the operation, use, construction, maintenance, reconstruction, or improvement of I-385 for public use.

Additional Project details and location information are included in Exhibit A, attached hereto and incorporated herein.

## **II. LIMITED RIGHTS OF USE AND OCCUPANCY**

- A. City shall have the limited right to use and occupy the air and surface space within the Area of Encroachment as defined above and as shown in Exhibit A and further detailed in the RFC and as-built plans for the Bridge for the purposes of: construction, inspection, maintenance, control, operation, repair, replacement, reconstruction, and removal of the Bridge, subject to the terms of this Agreement and the associated Encroachment Permit.
- B. Except as granted to City in this Agreement, SCDOT specifically reserves all other rights to and control over the airspace and surface space of the Area of Encroachment, including control of access.
- C. City's use shall be subordinate at all times to SCDOT's primary use of I-385 for highway purposes, and City shall use and maintain the Bridge at all times in a manner that will not interfere with SCDOT's use of I-385 for highway purposes.

## **III. OWNERSHIP**

- A. SCDOT warrants that it has property rights for highway purposes at the Area of Encroachment.
- B. City, [through the Development Agreement and the DBA](#), -warrants that it owns or will obtain any necessary property interests adjacent to and outside of the Area of Encroachment sufficient for City to construct, own, operate, and maintain the Bridge. Furthermore, City agrees that it will maintain ownership of the Bridge throughout the term of this Agreement, and for so long as the Bridge remains within the Area of Encroachment, unless otherwise specifically agreed to in writing by SCDOT.

## **IV. COSTS AND EXPENSES**

- A. City, [through the Development Agreement and the DBA](#), -shall be solely responsible for all costs and expenses associated with the construction of the Bridge, including, but not limited to: project management, planning, design, environmental assessments or determinations, permitting costs and fees, acquisition of necessary easements or property interests, construction, construction engineering, inspections, and utility placement/movement/removal. In addition, any work required to satisfy or implement environmental requirements in relation to the design or construction of the Bridge will be accomplished at the sole cost of the Permittee for as long as the Bridge is located within the Area of Encroachment.

- B. City, [through the Development Agreement and the DBA](#), shall be solely responsible for all costs and expenses associated with the ownership, operation, maintenance, inspection, control, repair, reconstruction, replacement, and removal of the Bridge and its support structures to ensure ongoing compliance with this Agreement for as long as the Bridge is located within the Area of Encroachment.
- C. City, [through the Development Agreement and the DBA](#), shall be solely responsible for all costs and expenses associated with the removal of the Bridge at or before termination of this Agreement, including all costs and expenses associated with restoring the Area of Encroachment to its condition as of the date of execution of this Agreement.
- D. City, [through the Development Agreement and the DBA](#), shall reimburse SCDOT for its reasonable labor and expenses necessary to: review design plans; review and inspect City's work progress and activities for compliance with this Agreement and approved plans, permits, and authorizations; and any time it is necessary for SCDOT to provide a designated representative during City activities which may impact the free flow of traffic or the safety of the traveling public.
- E. City, [through the Development Agreement and the DBA](#), shall also reimburse SCDOT for its reasonable labor and expenses for SCDOT personnel and equipment in the event it is necessary to impede traffic lanes or detour existing traffic in response to emergency events. If it is necessary for SCDOT to intercede in any activities, City shall reimburse SCDOT for its reasonable labor and expenses for SCDOT personnel and equipment and any other expense that may be incurred as part of this action. City understands that highway traffic may not be restricted or impeded except as specifically authorized in advance by SCDOT.
- F. City, [through the Development Agreement and the DBA](#), shall install all protective guardrails, attenuators, and/or other protective devices on the Area of Encroachment, including at or near the Bridge piers, as required by SCDOT's design standards. City shall install, maintain, and repair the roadside safety hardware in accordance with SCDOT Engineering Directive #42, then current at the time of the installation, maintenance, or repair. Any repair or maintenance of roadside safety hardware on the interstate roadway shall be coordinated with and communicated to SCDOT District Three's District Engineering Administrator in writing and performed in accordance with the then-current SCDOT policies, including any restrictions on lane closures. Written approval must be obtained from the District Three Engineering Administrator prior to the initiation or performance of any traffic control set up or work.
- G. SCDOT shall submit a written, itemized invoice to City within 60 days from the date that: (1) SCDOT incurs a cost or expense for which it seeks reimbursement from City, or (2) SCDOT provides a service for which it is entitled to be reimbursed under the terms of this Agreement. Unless the Parties have previously agreed in writing upon a specified rate, unit price, or fixed sum for any material, equipment,

or service for which SCDOT will seek reimbursement, SCDOT shall document its actual cost or expense and the method or basis for calculating the amount of such cost or expense on or before the date SCDOT submits its invoice or request for payment for the cost or expense. Except in the event of emergency services or equipment, SCDOT shall provide a Rough Order of Magnitude to City upon City's written request for any material, equipment, service, or other reimbursable cost or expense to be incurred by SCDOT in excess of \$5,000.00. SCDOT covenants that it shall substantially comply with the terms of this Section in good faith as a condition of its right to be reimbursed by City for costs, expenses, and services in accordance with this Agreement. City shall remit payment to SCDOT within 30 days of receipt of SCDOT's invoice or request for payment.

**V. DESIGN REQUIREMENTS**

- A. City, [through the Development Agreement and the DBA](#), shall design the Bridge in accordance with SCDOT's design standards and specifications. SCDOT shall have the right to review and approve the design plans, but this review shall not absolve City of its responsibility to design and build the Bridge in accordance with the design requirements or shift any responsibility for such design to SCDOT. All final design plans issued for construction shall be signed and sealed by a professional engineer licensed in the State of South Carolina.
- B. Bridge design shall adhere to all SCDOT Bridge Design Criteria. This includes, but is not limited to: geotechnical, structural, and seismic design requirements. The design shall assure the future safety of the highway facility and of the airspace use.
- C. Use of airspace beneath the established gradeline of the Bridge shall provide sufficient vertical and horizontal clearances for the construction, operation, maintenance, ventilation, and safety of the highway facility.
- D. The proposed use of airspace above the established gradeline of the highway shall not, at any location between two points established two feet beyond the two outer edges of the shoulder extend below a horizontal plane which is at least 17 feet above the gradeline of the highway, or the minimum vertical clearance plus six inches as approved by SCDOT, except as necessary for columns, foundations, or other support structures.
- E. Where control and directional signs needed for the highway are to be installed beneath an overhead structure, vertical clearance will be at least 20 feet from the gradeline of the highway to the lowest point of the soffit of the overhead structure, unless otherwise specifically agreed upon in advance by SCDOT after consultation with FHWA as appropriate.
- F. Piers, columns, or any other portion of the airspace structure shall not be erected in a location which will interfere with visibility or reduce sight distance or in any other

way interfere materially with the safety and free flow of traffic on the highway facility.

- G. The structural supports for the Bridge shall be located to clear all horizontal and vertical dimensions established by SCDOT. Supports shall be clear of the shoulder or safety walks of the outer roadway. However, supports may be located in the median or outer separation when SCDOT determines, with FHWA concurrence as necessary, that such medians and outer separations are of sufficient width.
- H. All supports are to be back of or flush with the face of any wall at the same location. Supports shall be adequately protected by means acceptable to SCDOT. No supports shall be located in the ramp gores, or in a position so as to interfere with the signing necessary for the proper use of the ramp, unless otherwise specifically agreed upon in advance by SCDOT.
- I. Under no conditions shall airspace be used for the manufacture or storage of flammable, explosive, or hazardous material for any occupation which is deemed by SCDOT or FHWA to be a hazard to highway or non-highway users. This would include the storage of gas in the airspace under, above, or near the highway facility. This prohibition shall not be construed to preclude the transverse or longitudinal installation of such items as petroleum pipelines that have been approved by SCDOT.
- J. The design, occupancy, and use of any structure over or under the highway facility shall not interfere with the use, safety, appearance, or the enjoyment of the facility, nor produce fumes, vapors, odors, drippings, droppings, or discharges of any kind.
- K. The use of airspace shall not result in either highway or non-highway users being unduly exposed to hazardous conditions because of highway location, design, maintenance, and operation features.
- L. Appropriate safety precautions and features must be incorporated in the design to minimize the possibility of injury to users of either the highway facility or airspace due to highway or non-highway incidents.
- M. The Bridge shall be fire resistant in accordance with standards acceptable to SCDOT and FHWA. The placement of aesthetic items, structures, or facilities which utilize combustible materials that may be fire hazards are prohibited on the Bridge. Bridge access must be provided for emergency response, as may be needed.
- N. Adequate security measures shall be in place to ensure the safety of the facility from both natural disasters and human actions, whether accidental or intentional. Examples of such measures include: the use of bollards to restrict vehicular traffic, pier protection devices, and sufficient caging to avoid the accidental or intentional

dropping of materials from the Bridge and its support structures deck onto the highway right-of-way below.

- O. City ~~u~~ understands and agrees, [through the Development Agreement and the DBA](#), to cooperate with the coordination required by and between multiple divisions of SCDOT to obtain the necessary and required approvals to proceed with construction of the Bridge and its support structures, and also to perform future maintenance and inspections upon the Bridge and its support structures as more specifically set forth in this Agreement. Such divisions include, but are not limited to: SCDOT's planning, design, bridge, environmental, traffic, operations, and maintenance divisions / districts. City's primary point of contact with SCDOT, designated in Section XXI. G. of this Agreement, shall facilitate City's coordination with such divisions as required.
- P. The underside and any supports for the Bridge and its support structures shall have smooth and easily cleanable surfaces. Supports for the Bridge shall leave as much open space on the sides of the highway as feasible. Such space shall be appropriately graded where deemed necessary or desirable by SCDOT.
- Q. Construction of the Bridge above or below a highway facility shall not require any temporary or permanent change in alignment or profile of an existing highway without prior approval by SCDOT.
- R. City shall be solely responsible for any hazardous waste contamination that may result from the construction, maintenance, operation, and use of the Bridge, without liability to SCDOT.
- S. To the extent required by law, City shall design, construct, and operate the Bridge in compliance with the Americans with Disabilities Act.

## **VI. CONSTRUCTION REQUIREMENTS**

- A. All work shall conform to SCDOT's standards of construction and shall be performed in a workman-like manner. It is expressly understood that the encroachment shall be constructed in accordance with the approved plans. City, [through the Development Agreement and the DBA](#), agrees to comply with and be bound by SCDOT's "Policy for Accommodating Utilities on Highway Right of Way," then current at the time of construction, maintenance, or repair and "2007 Standard Specifications for Highway Construction," as supplemented, including all Supplemental Technical Specifications, then current at the time of construction, maintenance, or repair. City, [through the Development Agreement and the DBA](#), shall make adequate provisions for maintaining the proper drainage of I-385 as it may be affected by the construction of the Bridge. Any utilities attached to the Bridge at any time will require an SCDOT Utility Permit in accordance with SCDOT's "Policy for Accommodating Utilities on Highway Right of Way." No wet, gas, or electric utilities, except for electricity for lights on the Bridge, will be

allowed to be attached to the Bridge. All work shall be subject to the satisfaction of SCDOT [as provided for in the Development Agreement and the DBA](#).

- B. City, [through the Development Agreement and the DBA](#), -shall provide a complete set of City's plans and specifications for construction for SCDOT's review. These plans and specification shall set forth all aspects of the project, including the coordination and timing of phasing, and shall also provide such additional and further documentation as requested by SCDOT so that it may complete its review. City's plans must be prepared and signed by a professional engineer licensed in the State of South Carolina. SCDOT will promptly review the City's construction plans, and agrees that its approval will not be unreasonably withheld, delayed, or denied so long as the plans conform to all applicable SCDOT requirements as well as applicable federal, state, and local laws, ordinances, rules, and regulations. If a fundamental disagreement occurs with regard to City's plans and specifications for construction, City, [through the Development Agreement and the DBA](#), -agrees to make such reasonable modifications as can be made to the plans such that the project may proceed with SCDOT's approval.
- C. Prior to the commencement of any work on SCDOT right-of-way, City, [through the Development Agreement and the DBA](#), -shall provide a Performance Bond or Letter of Credit to SCDOT to secure the performance of its obligations to construct the Bridge pursuant to this Agreement. The Performance Bond or Letter of Credit shall be in the full amount of the estimate for the construction of the Bridge. The Performance Bond or Letter of Credit shall be presented to SCDOT's District Three Office prior to the issuance of the Notice to Proceed.
- D. SCDOT shall document the conclusion of its pre-construction review and approval process by providing City a written notice to proceed. No occupation, construction, or alteration of the Area of Encroachment may occur until SCDOT has issued the Notice to Proceed.
- E. Commencement of Construction; Obligations.
  - 1. Upon receipt of SCDOT's Notice to Proceed, City shall be entitled to commence construction of the Bridge in a manner consistent with City's properly submitted and accepted construction plans, and consistent with all SCDOT-issued permits and approvals.
  - 2. City, [through the Development Agreement and the DBA](#), -shall provide for proper project management, inspection, oversight, and control of all elements of construction.
  - 3. City, [through the Development Agreement and the DBA](#), -shall ensure that the Bridge is constructed in strict compliance with the accepted construction plans and specifications, or as amended by any change orders approved in advance by SCDOT.

4. City, [through the Development Agreement and the DBA,](#) –shall complete all necessary material testing in accordance with SCDOT requirements.

F. SCDOT Review / Limitations.

1. During construction, SCDOT will rely on the professional performance and ability of City, its agents and representatives, and its selected contractors.
2. Examination by SCDOT, or any acceptance or use of the work product, will not be considered to be a full and comprehensive examination and will not be considered an approval of the work which would relieve City from its liability or expense for the work to be accomplished by City pursuant to this Agreement.
3. Acceptance or approval of any of the work by SCDOT will not constitute a waiver of any rights of SCDOT to recover damages from City that are caused by any error, omission, or negligence of City, its agents, consulting engineers, or contractors in the performance of the design, construction, maintenance, inspection, or repair of the Bridge. Further, if due to error, omission, or negligence of City, its agents, consulting engineers, or contractors, the plans, specifications, and estimates are found to be in error, or there are omissions therein revealed during the construction, maintenance, inspection, or repair of the Bridge and revision or reworking of the plans is necessary, City, [through the Development Agreement and the DBA,](#) –shall make all such revisions without expense to SCDOT.
4. City’s legal liability for all damages incurred by SCDOT or third parties caused by error, omission, or negligent acts of City, City’s employees, agents, consultants, or contractors in the design, construction, maintenance, inspection, repair, or use of the Bridge will be borne solely by City without liability or expense to SCDOT.

**VII. TRAFFIC CONTROL RESPONSIBILITIES**

City shall own, ~~and~~ [through the Development Agreement and the DBA,](#) control, construct, operate, maintain, repair, inspect, reconstruct, and remove the Bridge in a manner that does not impact the safety of traffic on I-385 and will cause no unreasonable interference with the use of the highway by the travelling public or by SCDOT. City, [through the Development Agreement and the DBA,](#) shall not close, restrict, or impede the free flow of traffic on I-385 except in a manner consistent with SCDOT’s Standard Drawings, The Rule on Work Zone Safety and Mobility, Policy and Guidelines, Hourly Restrictions for Lane Closures found at SCDOT’s website, and the Manual on Uniform Traffic Control Devices (MUTCD), then current at the time of closure, restriction, or impediment of the free flow of traffic. In no event shall closure, restriction, or impediment of the free flow of traffic occur unless specifically approved in advance by SCDOT. All traffic control shall comply with SCDOT Standards for Traffic Control.

## VIII. PROTECTION OF UTILITIES

This Agreement is subject to all existing utilities and rights of such utility providers. City, [through the Development Agreement and the DBA](#), shall be responsible for identifying the location of existing utilities that may be affected by the construction of the Bridge, establish whether SCDOT or the utility has prior rights, obtain all necessary utility agreements, and pay for the cost of any required relocations in accordance with SCDOT's "Utility Accommodations Manual."

## IX. ALTERATIONS

Once constructed, City, [through the Development Agreement and the DBA](#), shall not make any alterations, modifications, or changes to the Bridge without the advance written permission of SCDOT.

## X. MAINTENANCE AND INSPECTION REQUIREMENTS

- A. City shall be solely responsible for the ownership, operation, maintenance, control, repair, inspection, [through the Development Agreement and the DBA](#), reconstruction, and removal of the Bridge, all of which shall occur at no expense to SCDOT. City, [through the Development Agreement and the DBA](#), shall comply with SCDOT's bridge maintenance and inspection specifications.
- B. City, [through the Development Agreement and the DBA](#), shall take special precautions to prevent and provide for the adequate and appropriate removal of water, snow, ice, and other elements or materials from the Bridge on an ongoing basis to avoid any impact on the safety or free flow of traffic travelling on I-385. Adequate drainage facilities and snow removal activities are required by City such that there is no overflow or dropping of accumulated water, snow, or other materials from the Bridge upon the highway right-of-way below.
- C. City, [through the Development Agreement and the DBA](#), shall conduct a structural inspection of the Bridge in compliance with the National Bridge Inspection Standard ("NBIS"), then current at the time of each inspection. Such inspections must occur prior to opening the Bridge to the public and subsequently every 24 months, or more frequently if required by law, and more frequently where structural damage or deterioration becomes evident or in the event of emergency circumstances that could potentially impact the integrity of the structure. These inspections shall be performed by a Professional Structural Engineer licensed in the State of South Carolina, and shall include written reports that shall be submitted to SCDOT. Inspections and reports shall meet all requirements outlined in the SCDOT Bridge Inspection Guidance Document, then current at the time of inspection. City agrees that SCDOT has no duty to inspect, report, or remedy observed conditions (even if SCDOT has notice of said conditions) on the Bridge. City, [through the Development Agreement and the DBA](#), shall promptly and adequately address any critical finding and other safety concerns that are identified during inspections.

- D. A load rating must be performed during the design phase of the Bridge construction project and subsequent load rating analyses performed as conditions warrant in accordance with the then current version of the SCDOT Load Rating Guidance Document. A copy of each load rating report must be submitted to SCDOT upon completion of the load rating analysis. Load restrictions shall be placed on the Bridge as dictated by the load rating report by City and at the expense of City. Any load traversing the Bridge shall not exceed the allowable limits as specified in the load rating report.
- E. City, [through the Development Agreement and the DBA, if applicable,](#) shall obtain written approval from SCDOT prior to engaging in maintenance, repair, or inspection activities on the Bridge from SCDOT right-of-way.
- F. SCDOT shall have the right, but not the duty, to access the Bridge at all reasonable times, without prior notice to City to view all portions of the Bridge for compliance with this Agreement and to notify City of any issues identified.
- G. In the event SCDOT discovers disrepair or deterioration to the Bridge which has not been addressed by City, SCDOT shall have the right, but not the obligation, to notify City of such condition, and to require correction of same within a reasonable time period specified by SCDOT. Significant disrepair or deterioration which could impact or interfere with public safety shall be addressed by City immediately. SCDOT shall have the right, but not the obligation, to perform necessary repairs or maintenance upon the Bridge after reasonable notice to City and a failure of City to correct the issue within the timeframe specified by SCDOT. City shall reimburse SCDOT for all labor and expenses incurred by SCDOT to complete any such repairs or maintenance.
- H. City shall be solely responsible for the prompt repair and cost of any damage to the Bridge caused by vehicle crashes, vandalism, or other acts or omissions by third-parties. City shall be solely responsible for collecting reimbursement for any and all damages from the entity / entities that caused such damage. In an emergency event, SCDOT will take such actions as may be required to protect the travelling public. City shall reimburse SCDOT for any such emergency expenses. SCDOT shall notify City of any emergency activities within 24 hours of their completion.
- I. All repair and rehabilitation work shall be subject to the prior approval of SCDOT and in accordance with its standard design and construction requirements and specifications. The work must be designed and approved by a professional engineer licensed in the State of South Carolina. Records of all repair and rehabilitation work shall be retained by City and shall be subject to inspection by SCDOT. City shall use contractors identified on SCDOT's Contractor Prequalification List for any such work.

## **XI. LIGHTING**

- A. City and/or its agents -shall only install lighting or illumination devices approved in advance by SCDOT. Such lighting shall not shine or direct any light upon the highway right-of-way in any direction in a manner that could cause distraction or impairment to travelers on the highway.
- B. SCDOT shall have the right to remove any unapproved, non-conforming, or improperly installed lighting or illumination devices placed on the Bridge or within the Area of Encroachment. Alternatively, SCDOT may direct City in writing to remove same. If City fails to comply with SCDOT's request within 24 hours, SCDOT shall proceed with removal, which shall be done at City's expense.

**XII. OUTDOOR ADVERTISING**

City, through the Development Agreement and the DBA, -shall not erect, display, or allow or cause to be erected or displayed any outdoor advertising, including, but not limited to: signs, banners, bridge art, or devices of any kind on the Bridge or Area of Encroachment or within the I-385 right-of-way. To the extent that some portions of the Bridge are outside of SCDOT right-of-way, City must comply with state, federal, and local laws, rules, and regulations pertaining to outdoor advertising.

**XIII. CONDITION OF THE AREA OF ENCROACHMENT**

City acknowledges that it has examined and is familiar with the condition of the Area of Encroachment, and that no representations as to the condition or repair of the Area of Encroachment have been made to City by SCDOT. SCDOT makes no warranties or representations as to the condition of the Area of Encroachment or the I-385 right-of-way or its fitness for City's intended use. SCDOT shall not be liable to City for any claims or damage occasioned by reason of the condition of the Area of Encroachment during the term of this Agreement.

**XIV. ENVIRONMENTAL**

City shall be solely responsible for the clean-up of any environmental contamination caused by its use of the Area of Encroachment. City shall not be responsible for contamination existing prior to its occupancy and use of the Area of Encroachment.

**XV. PROTECTION OF SCDOT PROPERTY AND FACILITIES**

During construction and for so long as the Bridge is located within the Area of Encroachment, City, through the Development Agreement and the DBA, -shall have the obligation to protect SCDOT property and facilities that may be impacted by City's activities or use of the Bridge or Area of Encroachment, and City, through the Development Agreement and the DBA, -shall be responsible for the expense, coordination, and undertaking of measures necessary to repair and restore any damaged property to its prior condition as approved by SCDOT, including the purchase

of new materials where restoration using existing materials is not feasible or consistent with applicable requirements.

**XVI. RESPONSIBILITY FOR CLAIMS**

- A. Within the limitations of the South Carolina Tort Claims Act, City shall be responsible for any loss resulting from bodily injuries (including death) or damages to property arising out of any negligent act or negligent failure to act on City’s part, or the part of any employee of City in performance of the work undertaken pursuant to this Agreement.
- B. Notwithstanding any provision of this Agreement to the contrary, SCDOT shall, within the limitations of the South Carolina Tort Claims Act, be responsible for any loss resulting from bodily injuries (including death) or damages to property arising out of any negligent act or negligent failure to act on SCDOT’s part, or the part of any employee of SCDOT in performance of the work undertaken pursuant to this Agreement.

**XVII. INSURANCE**

- A. City, through the Development Agreement and the DBA, –shall require all contractors constructing, maintaining, repairing, replacing, reconstructing, or removing the Bridge to comply with the insurance requirements in SCDOT’s Standard Specifications, then standard at the time of work.
- B. City, through the Development Agreement and the DBA, shall require all consultants performing work on or related to the Bridge to indemnify and hold harmless City and SCDOT from claims and liability due to negligent acts of consultants in connection with the Bridge. Consultants shall meet insurance requirements listed in Attachment-Exhibit “AC,” attached hereto and incorporated herein.
- C. SCDOT, through the Development Agreement and the DBA, –shall be named as an additional insured on applicable policies, and shall be given the same rights and insurance coverage as normally granted to additional insureds. In the event that any insurer issues a reservation of rights for SCDOT as an additional insured, SCDOT shall be entitled to employ independent counsel, of its choice, at consultant’s expense.

**~~XVIII. FUTURE MOVING OF ENCROACHMENT~~**

- ~~A. If it becomes necessary for City to alter or remove the Bridge to accommodate SCDOT’s needs for the primary use of I 385 or its expansion, such alteration or removal shall be done at the sole expense of City. If and when the Bridge and its associated approaches and structures must be altered or removed, the highway and facilities shall be immediately restored to their original condition at City’s expense.~~

~~B. In the event it becomes necessary to terminate this Agreement because of a new highway project, City will not be entitled to any relocation or acquisition benefits pursuant to federal or state laws, and City specifically waives any such claims or rights in order to enter into this Agreement.~~

~~XIX.XVIII.~~ **TERMINATION**

- A. SCDOT shall have the right to terminate this Agreement in the event that the Area of Encroachment is necessary for SCDOT's use of I-385 for its primary use as an interstate highway or for future widening purposes.
- B. SCDOT shall have the right to terminate this Agreement if City fails to construct the Bridge, or once constructed, ceases to use the Bridge for the purposes contemplated herein.
- C. SCDOT shall have the right to terminate this Agreement if City fails to fulfill the material terms thereof, and such breach is not corrected or City has not commenced to correct within 15 business days after written notice of non-compliance has been given to City by SCDOT. If City cannot reasonably complete the correction or cure of such breach within the 15 day cure period, City shall be entitled to such additional time as necessary (not to exceed six months unless SCDOT agrees to a longer period in writing) to complete the correction or cure of the breach, provided that City commences correction within the initial 15 day cure period and thereafter pursues completion of the correction with reasonable diligence.
- D. Upon termination of this Agreement, City shall remove the Bridge and restore the Area of Encroachment to its pre-encroachment condition to the satisfaction of SCDOT at City's sole cost and expense.

~~XX.XIX.~~ **AGREEMENT SUBJECT TO OTHER RIGHTS**

- A. This Agreement is being made subject to any and all existing public utility rights of user, reservations, easements, rights-of-way, control-of-access, zoning ordinances, and restrictions or protective covenants that may appear of record or by an onsite examination of the Area of Encroachment.
- B. SCDOT holds control-of-access (C/A) rights along the I-385 right-of-way. City will be given no access to the Area of Encroachment across the C/A line without prior approval of SCDOT.
- C. It is distinctly understood that this Agreement does not in any way grant or release any rights lawfully possessed by the property owners abutting I-385 or who may own the underlying fee simple interest if SCDOT has only an easement interest. It is City's responsibility to secure any such rights, as may be necessary to construct the Bridge.

**XXI.XX. GENERAL TERMS**

- A. This Agreement shall take effect upon its execution and shall terminate upon the earlier of: written notification for cause from one Party to the other, or satisfaction of all terms and conditions of this Agreement.
- B. The Parties hereto agree to conform to all applicable SCDOT policies, all State, Federal, and local laws, rules, regulations, and ordinances governing agreements or contracts relative to the acquisition, design, construction, maintenance, and repair of roads and bridges, and other services covered under this Agreement.
- C. The Parties, or their authorized agents, shall agree to hold consultations with each other as may be necessary with regard to the execution of supplements, modifications, or amendments to this Agreement during the course of the Project for the purpose of resolving any unforeseen issues that may arise or items that may have been unintentionally omitted from this Agreement. Such supplements, modifications, or amendments shall be subject to the approval and proper execution of the Parties hereto. No supplement, modification, or amendment to this Agreement shall be effective or binding on any Party hereto unless such supplement, modification, or amendment has been agreed to in writing by the Parties hereto.
- D. Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied, delayed, or withheld.
- E. No waiver of any event of default by a Party hereunder shall be implied from any delay or omission by the other Party to take action on account of such event of default, and no express waiver shall affect any event of default other than the event of default specified in the waiver and it shall be operative only for the time and to the extent therein stated. Waivers of any covenants, terms, or conditions contained herein must be in writing and shall not be construed as a waiver of any subsequent or other breach of the same covenant, term, or condition. The consent or approval by a Party of any act by the other requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act. No single or partial exercise of any right or remedy of a Party hereunder shall preclude any further exercise thereof or the exercise of any other or different right or remedy.
- F. In the event a dispute or claim in connection with this Agreement shall arise between the Parties, the Parties shall meet in good faith and attempt to resolve any issues prior to taking legal or equitable action. Any lawsuit arising out of or relating to this Agreement shall be filed for non-jury proceedings in Richland County.
- G. All notices and other correspondence will be officially delivered as follows:

As to SCDOT:

SCDOT District Three  
Attn.: District Engineering Administrator  
252 S. Pleasantburg Dr.  
Greenville, South Carolina 29607

As to City:

---

City of Mauldin

---

Mauldin, South Carolina

- H. The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party with respect to these requirements, and also agree that no Party shall assign, sublet, or transfer its respective interest in this Agreement without the written consent of the other.
- I. This Agreement is made and entered into for the sole protection and benefit of SCDOT, City, and their respective successors and assigns. No other persons, firms, entities, or parties shall have any rights or standing to assert any rights under this Agreement in any manner.
- J. Invalidation of any one or more of the provisions of this Agreement by a court of competent jurisdiction shall in no way affect any of the other provisions herein, all of which shall remain in full force and effect.
- K. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by all Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.
- L. By executing this Agreement, the undersigned each affirm and certify that he or she has the authority to bind his or her principal thereto and that all necessary acts have been taken to duly authorize this Agreement under applicable law.
- M. This Agreement with attached Exhibits and Certifications constitutes the entire Agreement between the Parties. This Agreement is to be interpreted under the laws of the State of South Carolina.

*[Signature blocks on next page]*

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on their behalf

SIGNED, SEALED, AND DELIVERED  
IN THE PRESENCE OF

CITY OF MAULDIN

\_\_\_\_\_  
Witness

By:\_\_\_\_\_

\_\_\_\_\_  
Title

SOUTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

\_\_\_\_\_  
Witness

By:\_\_\_\_\_  
Secretary of Transportation

RECOMMENDED BY:

\_\_\_\_\_  
Deputy Secretary for Finance and Administration

\_\_\_\_\_  
Deputy Secretary for Engineering

EXHIBIT A  
ADDITIONAL PROJECT DETAILS

ATTACHMENT A-EXHIBIT C  
INSURANCE REQUIREMENTS

City, through the Development Agreement and the DBA, -shall require consultants to take out and maintain as a normal business expense the following insurance policies:

1. Commercial General Liability (CGL) which shall include (Public Liability and Property Damage (PLPD) Insurance) and Completed Operations coverage,
2. Professional Errors and Omissions (E&O) Insurance,
3. Automobile Liability (Auto),
4. Worker's Compensation and Employer's Liability Insurance (Statutory Limits Required), and
5. Pollution Liability Insurance (for those consultants performing environmental services, drilling services, excavation services, or if the project involves the risk of environmental contamination) with coverage in the amount not less than customarily carried by any party in the performance of similar work and in such form and with such insurance carriers as are available to it and acceptable to SCDOT.

Consultant will secure and maintain such insurance as will protect it from:

1. Claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees, and for claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom;
2. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle;
3. Claims involving contractual liability insurance applicable to Consultant's obligations under the indemnity provisions of this contract;
4. Claims involving professional liability, to include errors, omissions, or negligent acts in the performance, by Consultant or by any entity for which Consultant is legally responsible, of professional services included in the work.
5. Claims involving information security risks, including without limitation: failure to prevent unauthorized access to, tampering with or unauthorized use of a computer system; introduction of malicious codes, computer viruses, worms, logic bombs, etc., into data or systems; or theft, damage, unauthorized disclosure, destruction, or corruption of information in whatever form;
6. Claims involving privacy risks, including: failure to properly handle, manage, store, dispose of, destroy, or otherwise control non-public personally identifiable information in any format; loss of, unauthorized access to, or disclosure of confidential information; and any form of invasion, infringement, or interference with rights of privacy, including breach of security/privacy laws or regulations;

Consultant shall purchase and maintain insurance from a company or companies that maintain an A.M. Best rating of not less than A-VII with coverage forms acceptable to City.

Certificates of Insurance acceptable to City will be provided to City prior to execution of this Agreement. These certificates shall:

1. list City and SCDOT as additional insureds under the CGL, PLPD, and Auto policies;
2. contain that the policies have a Per Project Endorsement;
3. reference the Project to which the certificate applies;
4. contain a provision that coverage afforded will not be canceled or reduced until at least 30 days prior written notice has been given to City and that the policies cannot be canceled for non-payment of premiums until at least 10 days prior written notice has been provided to City; and
5. show approved deductible amounts.

Consultant shall maintain continual additional insured status for City and SCDOT for the time period required to satisfy the statute of limitations for South Carolina. Make certain that the policies are endorsed to reflect this requirement. Verification of additional insured status shall be furnished to City by including a copy of the endorsements with the Certificate of Insurance. CGL, PLPD, Pollution Liability, and Auto insurance shall apply as primary and noncontributory insurance with respect to any other insurance or self-insurance programs, including any deductibles afforded to or maintained by City. Consultant's deductibles shall not exceed \$250,000 without written consent of City, and certificates must show the deductible amounts. Consultant shall provide evidence of financial ability to cover the amount of this deductible at the time of execution of this Agreement and for every year thereafter until the insurance obligations set forth herein ends.

Consultant's CGL, PLPD, Pollution Liability, and Auto insurance policies shall contain no provision providing that the limits available to an additional insured are less than the limits available to Consultant. City and SCDOT shall be given all the same rights and insurance coverage as normally granted to additional insureds. In the event that any Insurer issues a reservation of rights for SCDOT as an additional insured, SCDOT shall be entitled to employ independent counsel, of its choice, at Consultant's expense.

There shall be no endorsements or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, underground property damage, or work performed by Consultant.

Consultant shall waive its rights against City and SCDOT, other additional insured parties, and their respective agents, officers, directors, and employees for recovery of damages, or any other claims, to the extent these damages are covered by the CGL, PLPD, Auto, and workers' compensation policies maintained pursuant to this section of the Agreement.

After Final Invoice of the work, Consultant shall maintain E&O, CGL, Pollution Liability, and PLPD insurance coverage to include liability coverage for damage to insured's completed work equivalent to that provided under ISO CG 00 01 for three years.

Consultant accepts the responsibility to provide the liability insurance policies and endorsements as specified herein. Failure of City to identify a deficiency in the Certificate of Insurance submitted by Consultant as evidence of the specified insurance or to request other evidence of full compliance with the liability insurance specified shall not be construed as a waiver by City of Consultant's obligation to provide and maintain the required insurance for the duration of the contract.

# CITY COUNCIL

## AGENDA ITEM SUMMARY

**MEETING DATE:** July 19, 2021  
**AGENDA ITEM:** 8c

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**TO:** City Council  
**FROM:** City Administrator Brandon Madden  
**SUBJECT:** Cely Construction Lump Sum Proposal

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### REQUEST

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Consideration and action on the lump sum proposal with Cely Construction for the construction rehabilitation of the Public Works headquarters at E. Standing Springs Road.

### HISTORY/BACKGROUND

---

On November 17, 2020, the City advertised Request for Qualifications No. 2020-05 Construction Management at Risk Services for Renovations to the City Public Works Facility ("RFQ"), soliciting proposals from experienced and qualified firms to provide Construction Management At-Risk Services, in accordance with the terms, conditions and specifications contained in the RFQ ("Project").

On January 19, 2021, the Mayor and City Council approved the selection of Contractor, thereby authorizing the City Administrator and City Attorney to negotiate an agreement to accomplish the Project.

On February 15, 2021, the Mayor and City Council passed Resolution No. 2021-02, which authorized the Mayor to enter into an agreement with Contractor for the provision of Construction Management at-Risk services for the Public Works Renovation Project.

A component of the contract allows for the contractor to submit a GMP Amendment or lump sum proposal which is the not to exceed price for all of the construction rehabilitation they will complete. Per the contractor, their proposal is a lump sum, which is allowed for via the contract, Section 9.12. Council is being requested to approve the lump sum proposal, which does not include a contingency.

### ANALYSIS or STAFF FINDINGS

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Attached hereto is the lump sum proposal submitted by the Contractor

### FISCAL IMPACT

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City Council allocated \$200,000 for renovations to the Public Works facility, and \$60,000 for the purchase of property attendant to the consolidation of the Public Works operations.

The lump sum proposal totals \$298,850 and is broken out into two phases. Phase 1 is within the \$200,000 that City Council budgeted for this project and has been prioritized as the work that is needed to be completed first to fully move Public Works to E. Standing Springs Road.

A detailed cost breakdown from Cely is attached.

<b>Phase Breakdown Of Costs for Mauldin Public Works</b>			
<b>Scope Item</b>	<b>Phase 1</b>	<b>Phase 2</b>	<b>Total of Phases</b>
Precon (design)	\$ 12,000	\$ -	\$ 12,000
General Conditions	\$ 46,251	\$ 22,780	\$ 69,032
Clearing & Fence	\$ 93,167	\$ -	\$ 93,167
Concrete	\$ 42,590	\$ -	\$ 42,590
Masonry	\$ 2,000	\$ -	\$ 2,000
Doors	\$ 2,398	\$ -	\$ 2,398
Finishes	\$ -	\$ 10,600	\$ 10,600
Specialties	\$ -	\$ 5,056	\$ 5,056
Equipment	\$ -	\$ 2,342	\$ 2,342
Mechanical & Plumbing	\$ -	\$ 36,800	\$ 36,800
Electrical	\$ -	\$ 22,865	\$ 22,865
	\$ 198,406	\$ 100,443	\$ 298,850

Funding is available within the City’s Capital Project Fund to manage these costs.

**RECOMMENDATION**

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Approval of the lump sum proposal Cely Construction for the construction rehabilitation of the Public Works headquarters at E. Standing Springs Road.

**ATTACHMENTS**

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None.

# CITY COUNCIL

## AGENDA ITEM SUMMARY

**MEETING DATE:** July 19, 2021  
**AGENDA ITEM:** 8d

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**TO:** City Council  
**FROM:** Public Works Director Matt Fleahman  
**SUBJECT:** FY2022 Road Paving List

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### **REQUEST**

---

Approval of the FY2022 Road Paving List.

### **HISTORY/BACKGROUND**

---

Historically, City Council allocates funding in its annual budget for repaving the roads on the road paving list. To leverage this funding, the City participates in the Greenville Legislative Delegation Transportation Committee's (GLDTC) Municipal Match Resurfacing Program (MMRP). The program provides a 1:1 match to the funding the City Council allocates which increases the amount of available funding for repaving City owned roads.

The GLDTC has approved a maximum C-Fund match of \$191,954.41 for the City. This program requires a dollar for dollar match for C-Funds requested; however, additional funds may be contributed by the City.

### **ANALYSIS or STAFF FINDINGS**

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In FY2021, City Council approved a 5-year paving list for the City's road infrastructure to be reviewed and updated annually. Through the MMRP, the initial two years of the road paving list, along with some of the year 3 roads were repaved.

At this time, staff is presenting the road paving list for FY2022 to the Committee for its consideration. This will be the continuation of paving roads for year 3 of the 5-year paving list. Staff updated the list for FY2022 by focusing on the roads in year 3 with the lowest pavement condition index (PCI) and performing an onsite assessment of the roads. This will facilitate the roads in the worst condition to be paved first.

### **FISCAL IMPACT**

---

City Council allocated \$243,454 for road paving in FY2022. GLDTC will match \$191,954. This means that \$435,408 is available for paving the roads on the City's road paving list.

### **RECOMMENDATION**

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Approval of the FY2022 Road Paving List.

### **ATTACHMENTS**

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FY2022 Road Paving List  
Letter from GLDTC

On Street	From	To	Length (Ft.)	Pavement Condition Index (PCI)	Year of Rehab
BOUNTY CT	MARSH CREEK DR	NORTH END	210	33	3
MORISTON RD	ARCHDALE DR	SE END	560	46	3
PINEHURST DR	NEW NEELY FERRY RD	HWY 276	452	47	3
PINEHURST DR	HWY 276	HWY 276	452	47	3
CREEK DR	FORRESTER CREEK WAY	FORRESTER CREEK DR	562	57	3
CREEK DR	FORRESTER CREEK WAY	FORRESTER CREEK DR	562	57	3
FORRESTER CREEK DR	MILLER RD	W CREEK DR	1,337	57	3
FORRESTER CREEK DR	W CREEK DR	CREEK DR	1,337	57	3
FORRESTER CREEK DR	CREEK DR	SE END	1,337	57	3
STETSON CT	WEST END	HILL LN	358	57	3
TUCKAHOE CT	SOUTH END	GREENPORT WAY	7,382	63	3
WATCH HILL CT	GREENPORT WAY	NE END	7,382	63	3
COLOMBARD CT	WEST END	SUTTERS GLEN CT	1,703	63	3
COLOMBARD CT	SUTTERS GLEN CT	SONOMA DR	1,703	63	3
RIESLING WAY	COLOMBARD CT	NE END	1,703	63	3
SUTTERS GLEN CT	SOUTH END	COLOMBARD CT	1,703	63	3
MIDDLE RD	STONEY CREEK DR	OAKWOOD CT	4,715	64	3
MIDDLE RD	OAKWOOD CT	PIGEON PT	4,715	64	3
MIDDLE RD	PIGEON PT	MILLER RD	4,715	64	3
OAKWOOD CT	SW END	PINEY GROVE RD	4,715	64	3
OAKWOOD CT	PINEY GROVE RD	MIDDLE RD	4,715	64	3
PINEY GROVE RD	OAKWOOD CT	STONEY CREEK DR	4,715	64	3
PINEY GROVE RD	STONEY CREEK DR	PINE STRAW WAY	4,715	64	3
PINEY GROVE RD	PINE STRAW WAY	CHERRY HILL RD	4,715	64	3
PINEY GROVE RD	CHERRY HILL RD	NORTH END	4,715	64	3
STONEY CREEK DR	SOUTH END	PINEY GROVE RD	4,715	64	3
STONEY CREEK DR	PINEY GROVE RD	MIDDLE RD	4,715	64	3
MUSCADINE DR	SW END	WATEROAK WAY	2,351	64	3
MUSCADINE DR	WATEROAK WAY	SHAWN DR	2,351	64	3
SHAWN DR	BROOKS RD	MUSCADINE DR	2,351	64	3
SHAWN DR	MUSCADINE DR	WATEROAK WAY	2,351	64	3
SHAWN DR	WATEROAK WAY	NW END	2,351	64	3

WATEROAK WAY	MUSCADINE DR	SHAWN DR	2,351	64	3
CHALLENGER CT	SW END	DISCOVERY WAY	1,101	65	3
DISCOVERY WAY	WEST END	CHALLENGER CT	1,101	65	3
GREEN ST	MURRAY DR	DISCOVERY WAY	1,101	65	3
CHESHIRE RD	SOUTH END	BETHEL DR	585	65	3
OYSTER BAY CT	WEST END	PLANTERS ROW DR	142	66	3



GREENVILLE LEGISLATIVE DELEGATION  
TRANSPORTATION COMMITTEE

---

301 University Ridge, Suite 2400  
Greenville, South Carolina 29601  
Telephone: 864-467-7112

May 7, 2021

City of Mauldin

Via email: Brandon Madden- BMadden@MauldinCitySC.com

MEMBERS

DISTRICT NO. 10, 17 & 19  
RICHARD DUNCAN

DISTRICT NO. 18, 20 & 36  
MARK THORNTON

DISTRICT NO. 16, 21 & 35  
DOUG MCGRATH

DISTRICT NO. 22 & 24  
SAM B. WHITE  
Vice Chairman

DISTRICT NO. 23 & 25  
FURMAN JACKSON

DISTRICT NO. 27 & 28  
DAVID VAUGHAN

MEMBER AT LARGE  
MCNEIL EPPS

MEMBER AT LARGE  
PAUL F. HUGHES

MEMBER AT LARGE  
THOMAS LOW

MEMBER AT LARGE  
RUTH SHERLOCK  
Chairman

RACHAEL C. BENNETT  
Administrative Assistant

RE: Greenville Legislative Delegation Transportation Committee Municipal  
Match Program FY 2021-2022, (GLDTC Project No. 588)

Dear Mr. Madden:

At their meeting on April 22, 2021, the Greenville Legislative Delegation Transportation Committee (GLDTC) approved a total match of \$4,500,000.00 towards GLDTC Project 588- Municipal Match Resurfacing Program for fiscal year 2021-2022. The approved funds will be distributed to the County and Municipalities according to the same road mile and population formula as used in previous years.

The Committee has approved a maximum C-Fund match of \$191,954.41 for the City of Mauldin. This program requires a dollar for dollar match for C-Funds requested; however, additional funds may be contributed by the City.

Given this information, please confirm the total amount the City of Mauldin would like to contribute towards GLDTC 588 and provide a list of the roads you would like resurfaced by September 15, 2021.

If you have any questions, please feel free to contact our office at 864-467-7112.

Sincerely,

Ruth B. Sherlock, Chairman  
Greenville Legislative Delegation Transportation Committee

RBS:rcb

# CITY COUNCIL

## AGENDA ITEM SUMMARY

**MEETING DATE:** July 19, 2021  
**AGENDA ITEM:** 8e

---

**TO:** Recreation Committee  
**FROM:** Recreation Director Bart Cumalander  
**SUBJECT:** Bocce Ball

---

### **REQUEST**

---

Council direction is requested for installation of a Bocce Ball area at City Park.

### **HISTORY/BACKGROUND**

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Members of Council and the public have requested the inquiry of adding a bocce ball area at one of the City Parks. Although, the City has not had a bocce ball area in the past, based on the requests, the Recreation and Public Works department have developed a plan, pending Council approval, to construct a bocce ball court at City Park.

### **ANALYSIS or STAFF FINDINGS**

---

The addition of a bocce ball court will provide a new amenity for members of the public to utilize at City Park. Staff's onsite review of the available space at all of the City's parks revealed adequate space for a bocce ball court at City Park.

### **FISCAL IMPACT**

---

The total cost to construct a bocce ball court is \$6,031.40, as detailed in the attached table. The cost for the bocce ball court will be reimbursed through the City's grant with the Greenville County Redevelopment Authority.

### **RECOMMENDATION**

---

Pursuant to Council direction, approval of proceeding with constructing a bocce ball area at City Park.

### **ATTACHMENTS**

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Cost breakdown

Table 1  
Bocce Ball Court Cost Estimate

Item		Cost
Astro Turf	12 feet by 90 feet	\$3,240.00
/ Stone Base	20 tons	\$1,200.00
-Lumber	25 x 8-foot RR ties	\$1,250.00
	Sum:	\$5,690.00
	Tax 6%:	\$341.40
	<b>Total</b>	<b>\$6,031.40</b>

# CITY COUNCIL AGENDA ITEM SUMMARY

**MEETING DATE:** July 19, 2021  
**AGENDA ITEM:** 8f

---

**TO:** City Council  
**FROM:** City Administrator Brandon Madden  
**SUBJECT:** Review of City Ordinance Section 2-33

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## **REQUEST**

---

The Council requested to review City Ordinance Section 2-33 as it relates to remote participation in Council meetings (e.g., Council, Committee, Workshops) by members of Council.

## **HISTORY/BACKGROUND**

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This item was discussed during the May 3 Committee meeting and was held in Committee. Additionally, this item was discussed during the June 7 Committee meeting and was held in Committee. During the meeting Council requested information on the manner in which other jurisdictions address this matter.

## **ANALYSIS or STAFF FINDINGS**

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Based on staff's research, the table below provides a summary of the manner in which other jurisdictions address this matter.

<b>Jurisdiction</b>	<b>Provision</b>
Greenville County	All meetings of Council will be held in-person with members able to participate by remote means as needed.
City of Simpsonville	In person, without the option to remote in.
City of Fountain Inn	In person. Options for remote participate are not provided for via Ordinance.

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Attached for Council's review is City Ordinance Section 2-33 and the SC Freedom of Information Act.

## **FISCAL IMPACT**

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None.

## **RECOMMENDATION**

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This item is a Council-initiated request. Staff does not have a recommendation.

## **ATTACHMENTS**

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City Ordinance Section 2-33  
SC Freedom of Information Act

ORDINANCE # 753

**An ordinance to add to Section 2-33 of the Municipal Code of the City of Mauldin, to add an attendance requirement.**

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

Section 2-33 Addition.

Mayor presiding officer; quorum

Immediately at the hour appointed for council meetings, the mayor shall take the chair and, if a quorum is present, shall proceed to business. A majority of the members of council shall constitute a quorum. In order to participate and vote at a Council meeting the Mayor or a council member must be physically present at the location where the meeting takes place unless a council member has extenuating circumstances, such as a medical condition; death of an immediate family member or official city business which prohibits him or her from being present. In those cases, attendance via technological means may be permitted provided that the council member participating through technological means makes that technology available. Physical presence is required to preside over a meeting.

Section 3. Effective Date. That this ordinance shall become effective after second and final reading.

Passed on first reading April 15, 2013

Passed on second reading May 20, 2013

CITY OF MAULDIN, SOUTH CAROLINA  
Dennis Raines  
Dennis Raines, Mayor

ATTEST:  
Cindy Miller  
Cindy Miller, Municipal Clerk

APPROVED TO FORM:  
John Duggan  
John Duggan, City Attorney

REVIEWED:  
Raymond C. Eubanks III  
Raymond C. Eubanks III, City Admin

CHAPTER 4  
Freedom of Information Act

**SECTION 30-4-10.** Short title.

This chapter shall be known and cited as the "Freedom of Information Act".

HISTORY: 1978 Act No. 593, Section 1.

**SECTION 30-4-15.** Findings and purpose.

The General Assembly finds that it is vital in a democratic society that public business be performed in an open and public manner so that citizens shall be advised of the performance of public officials and of the decisions that are reached in public activity and in the formulation of public policy. Toward this end, provisions of this chapter must be construed so as to make it possible for citizens, or their representatives, to learn and report fully the activities of their public officials at a minimum cost or delay to the persons seeking access to public documents or meetings.

HISTORY: 1987 Act No. 118, Section 1.

**SECTION 30-4-20.** Definitions.

(a) "Public body" means any department of the State, a majority of directors or their representatives of departments within the executive branch of state government as outlined in Section 1-30-10, any state board, commission, agency, and authority, any public or governmental body or political subdivision of the State, including counties, municipalities, townships, school districts, and special purpose districts, or any organization, corporation, or agency supported in whole or in part by public funds or expending public funds, including committees, subcommittees, advisory committees, and the like of any such body by whatever name known, and includes any quasi-governmental body of the State and its political subdivisions, including, without limitation, bodies such as the South Carolina Public Service Authority and the South Carolina State Ports Authority. Committees of health care facilities, which are subject to this chapter, for medical staff disciplinary proceedings, quality assurance, peer review, including the medical staff credentialing process, specific medical case review, and self-evaluation, are not public bodies for the purpose of this chapter.

(b) "Person" includes any individual, corporation, partnership, firm, organization or association.

(c) "Public record" includes all books, papers, maps, photographs, cards, tapes, recordings, or other documentary materials regardless of physical form or characteristics prepared, owned, used, in the possession of, or retained by a public body. Records such as income tax returns, medical records, hospital medical staff reports, scholastic records, adoption records, records related to registration, and circulation of library materials which contain names or other personally identifying details regarding the users of public, private, school, college, technical college, university, and state institutional libraries and library systems, supported in whole or in part by public funds or expending public funds, or records which reveal the identity of the library patron checking out or requesting an item from the library or using other library services, except nonidentifying administrative and statistical reports of registration and circulation, and other records which by law are required to be closed to the public are not considered to be made open to the public under the provisions of this act; nothing herein authorizes or requires the disclosure of those records where the public body, prior to January 20, 1987, by a favorable vote of three-fourths of the membership, taken after receipt of a written request, concluded that the public interest was best served by not disclosing them. Nothing herein authorizes or requires the disclosure of records of the Board of Financial Institutions pertaining to applications and surveys for charters and branches of banks and savings and loan associations or surveys and examinations of the institutions required to be made by law. Information relating to security plans and devices proposed, adopted, installed, or utilized by a public body, other than amounts expended for adoption, implementation, or installation of these plans and devices, is required to be closed to the public and is not considered to be made open to the public under the provisions of this act.

(d) "Meeting" means the convening of a quorum of the constituent membership of a public body, whether corporal or by means of electronic equipment, to discuss or act upon a matter over which the public body has supervision, control, jurisdiction or advisory power.

(e) "Quorum" unless otherwise defined by applicable law means a simple majority of the constituent membership of a public body.

**HISTORY:** 1978 Act No. 593, Section 3; 1985 Act No. 108, Section 3; 1987 Act No. 118, Section 2; 2002 Act No. 339, Section 17; 2003 Act No. 86, Section 7.

**SECTION 30-4-30.** Right to inspect or copy public records; fees; notification as to public availability of records; presumption upon failure to give notice; records to be available when requestor appears in person. (A)(1) A person has a right to inspect, copy, or receive an electronic transmission of any public record of a public body, except as otherwise provided by Section 30-4-40, or other state and federal laws, in accordance with reasonable rules concerning time and place of access. This right does not extend to individuals serving a sentence of imprisonment in a state or county correctional facility in this State, in another state, or in a federal correctional facility; however, this may not be construed to prevent those individuals from exercising their constitutionally protected rights, including, but not limited to, their right to call for evidence in their favor in a criminal prosecution under the South Carolina Rules of Criminal Procedure.

(2) A public body is not required to create an electronic version of a public record when one does not exist to fulfill a records request.

(B) The public body may establish and collect fees as provided for in this section. The public body may establish and collect reasonable fees not to exceed the actual cost of the search, retrieval, and redaction of records. The public body shall develop a fee schedule to be posted online. The fee for the search, retrieval, or redaction of records shall not exceed the prorated hourly salary of the lowest paid employee who, in the reasonable discretion of the custodian of the records, has the necessary skill and training to perform the request. Fees charged by a public body must be uniform for copies of the same record or document and may not exceed the prevailing commercial rate for the producing of copies. Copy charges may not apply to records that are transmitted in an electronic format. If records are not in electronic format and the public body agrees to produce them in electronic format, the public body may charge for the staff time required to transfer the documents to electronic format. However, members of the General Assembly may receive copies of records or documents at no charge from public bodies when their request relates to their legislative duties. The records must be furnished at the lowest possible cost to the person requesting the records. Records must be provided in a form that is both convenient and practical for use by the person requesting copies of the records concerned, if it is equally convenient for the public body to provide the records in this form. Documents may be furnished when appropriate without charge or at a reduced charge where the agency determines that waiver or reduction of the fee is in the public interest because furnishing the information can be considered as primarily benefiting the general public. Fees may not be charged for examination and review to determine if the documents are subject to disclosure. A deposit not to exceed twenty-five percent of the total reasonably anticipated cost for reproduction of the records may be required prior to the public body searching for or making copies of records.

(C) Each public body, upon written request for records made under this chapter, shall within ten days (excepting Saturdays, Sundays, and legal public holidays) of the receipt of the request, notify the person making the request of its determination and the reasons for it; provided, however, that if the record is more than twenty-four months old at the date the request is made, the public body has twenty days (excepting Saturdays, Sundays, and legal public holidays) of the receipt to make this notification. This determination must constitute the final opinion of the public body as to the public availability of the requested public record, however, the determination is not required to include a final decision or express an opinion as to whether specific portions of the documents or information may be subject to redaction according to exemptions provided for by Section 30-4-40 or other state or federal laws. If the request is granted, the record must be furnished or made available for inspection or copying no later than thirty calendar days from

the date on which the final determination was provided, unless the records are more than twenty-four months old, in which case the public body has no later than thirty-five calendar days from the date on which the final determination was provided. If a deposit as provided in subsection (B) is required by the public body, the record must be furnished or made available for inspection or copying no later than thirty calendar days from the date on which the deposit is received, unless the records are more than twenty-four months old, in which case the public body has no later than thirty-five calendar days from the date on which the deposit was received to fulfill the request. The full amount of the total cost must be paid at the time of the production of the request. If written notification of the determination of the public body as to the availability of the requested public record is neither mailed, electronically transmitted, nor personally delivered to the person requesting the document within the time set forth by this section, the request must be considered approved as to nonexempt records or information. Exemptions from disclosure as set forth in Section 30-4-40 or by other state or federal laws are not waived by the public body's failure to respond as set forth in this subsection. The various response, determination, and production deadlines provided by this subsection are subject to extension by written mutual agreement of the public body and the requesting party at issue, and this agreement shall not be unreasonably withheld.

(D) The following records of a public body must be made available for public inspection and copying during the hours of operations of the public body, unless the record is exempt pursuant to Section 30-4-40 or other state or federal laws, without the requestor being required to make a written request to inspect or copy the records when the requestor appears in person:

- (1) minutes of the meetings of the public body for the preceding six months;
- (2) all reports identified in Section 30-4-50(A)(8) for at least the fourteen-day period before the current day;
- (3) documents identifying persons confined in a jail, detention center, or prison for the preceding three months; and
- (4) all documents produced by the public body or its agent that were distributed to or reviewed by a member of the public body during a public meeting for the preceding six-month period.

(E) A public body that places the records in a form that is both convenient and practical for use on a publicly available Internet website is deemed to be in compliance with the provisions of subsection (D), provided that the public body also shall produce documents pursuant to this section upon request.

**HISTORY:** 1978 Act No. 593, Section 4; 1987 Act No. 118, Section 4; 1990 Act No. 555, Section 1; 1998 Act No. 423, Section 1; 2017 Act No. 67 (H.3352), Section 1, eff May 19, 2017.

**Effect of Amendment**

2017 Act No. 67, Section 1, rewrote the section, providing that electronic transmissions are included among the record formats available for inspection, providing certain limitations applicable to prisoners, providing that public bodies are not required to create electronic versions of public records to fulfill records requests, revising requirements concerning records request fulfillment fees, permitting public bodies to charge certain deposits before searching and copying public records in response to records requests, and revising the time limits and manner for responding to records requests.

**SECTION 30-4-40. Matters exempt from disclosure.**

(a) A public body may but is not required to exempt from disclosure the following information:

(1) Trade secrets, which are defined as unpatented, secret, commercially valuable plans, appliances, formulas, or processes, which are used for the making, preparing, compounding, treating, or processing of articles or materials which are trade commodities obtained from a person and which are generally recognized as confidential and work products, in whole or in part collected or produced for sale or resale, and paid subscriber information. Trade secrets also include, for those public bodies who market services or products in competition with others, feasibility, planning, and marketing studies, marine terminal service and nontariff agreements, and evaluations and other materials which contain references to potential customers, competitive information, or evaluation.

(2) Information of a personal nature where the public disclosure thereof would constitute unreasonable invasion of personal privacy. Information of a personal nature shall include, but not be limited to, information as to gross receipts contained in applications for business licenses, information relating to public records which include the name, address, and telephone number or other such information of an individual or individuals who are handicapped or disabled when the information is requested for person-to-person commercial solicitation of handicapped persons solely by virtue of their handicap, and any audio recording of the final statements of a dying victim in a call to 911 emergency services. Any audio of the victim's statements must be redacted prior to the release of the recording unless the privacy interest is waived by the victim's next of kin. This provision must not be interpreted to restrict access by the public and press to information contained in public records.

(3) Records, video or audio recordings, or other information compiled for law enforcement purposes, but only to the extent that the production of such law enforcement records or information:

(A) would interfere with a prospective law enforcement proceeding;

(B) would deprive a person of a right to a fair trial or an impartial adjudication;

(C) would constitute an unreasonable invasion of personal privacy;

(D) would disclose the identity of a confidential source, including a state, local, or foreign agency or authority or any private institution which furnished information on a confidential basis, and, in the case of a record or information compiled by criminal law enforcement authority in the course of a criminal investigation, by an agency conducting a lawful security intelligence investigation, or information furnished by a confidential source;

(E) would disclose current techniques and procedures for law enforcement investigations or prosecutions, or would disclose current guidelines for law enforcement investigations or prosecutions if such disclosure would risk circumvention of the law;

(F) would endanger the life or physical safety of any individual;

(G) would disclose any contents of intercepted wire, oral, or electronic communications not otherwise disclosed during a trial.

(4) Matters specifically exempted from disclosure by statute or law.

(5) Documents of and documents incidental to proposed contractual arrangements and documents of and documents incidental to proposed sales or purchases of property; however:

(a) these documents are not exempt from disclosure once a contract is entered into or the property is sold or purchased except as otherwise provided in this section;

(b) a contract for the sale or purchase of real estate shall remain exempt from disclosure until the deed is executed, but this exemption applies only to those contracts of sale or purchase where the execution of the deed occurs within twelve months from the date of sale or purchase;

(c) confidential proprietary information provided to a public body for economic development or contract negotiations purposes is not required to be disclosed.

(6) All compensation paid by public bodies except as follows:

(A) For those persons receiving compensation of fifty thousand dollars or more annually, for all part-time employees, for any other persons who are paid honoraria or other compensation for special appearances, performances, or the like, and for employees at the level of agency or department head, the exact compensation of each person or employee;

(B) For classified and unclassified employees, including contract instructional employees, not subject to item (A) above who receive compensation between, but not including, thirty thousand dollars and fifty thousand dollars annually, the compensation level within a range of four thousand dollars, such ranges to commence at thirty thousand dollars and increase in increments of four thousand dollars;

(C) For classified employees not subject to item (A) above who receive compensation of thirty thousand dollars or less annually, the salary schedule showing the compensation range for that classification including longevity steps, where applicable;

(D) For unclassified employees, including contract instructional employees, not subject to item (A) above who receive compensation of thirty thousand dollars or less annually, the compensation level within

a range of four thousand dollars, such ranges to commence at two thousand dollars and increase in increments of four thousand dollars.

(E) For purposes of this subsection (6), "agency head" or "department head" means any person who has authority and responsibility for any department of any institution, board, commission, council, division, bureau, center, school, hospital, or other facility that is a unit of a public body.

(7) Correspondence or work products of legal counsel for a public body and any other material that would violate attorney-client relationships.

(8) Memoranda, correspondence, and working papers in the possession of individual members of the General Assembly or their immediate staffs; however, nothing herein may be construed as limiting or restricting public access to source documents or records, factual data or summaries of factual data, papers, minutes, or reports otherwise considered to be public information under the provisions of this chapter and not specifically exempted by any other provisions of this chapter.

(9) Memoranda, correspondence, documents, and working papers relative to efforts or activities of a public body and of a person or entity employed by or authorized to act for or on behalf of a public body to attract business or industry to invest within South Carolina; however, an incentive agreement made with an industry or business: (1) requiring the expenditure of public funds or the transfer of anything of value, (2) reducing the rate or altering the method of taxation of the business or industry, or (3) otherwise impacting the offeror fiscally, is not exempt from disclosure after:

(a) the offer to attract an industry or business to invest or locate in the offeror's jurisdiction is accepted by the industry or business to whom the offer was made; and

(b) the public announcement of the project or finalization of any incentive agreement, whichever occurs later.

(10) Any standards used or to be used by the South Carolina Department of Revenue for the selection of returns for examination, or data used or to be used for determining such standards, if the commission determines that such disclosure would seriously impair assessment, collection, or enforcement under the tax laws of this State.

(11) Information relative to the identity of the maker of a gift to a public body if the maker specifies that his making of the gift must be anonymous and that his identity must not be revealed as a condition of making the gift. For the purposes of this item, "gift to a public body" includes, but is not limited to, gifts to any of the state-supported colleges or universities and museums. With respect to the gifts, only information which identifies the maker may be exempt from disclosure. If the maker of any gift or any member of his immediate family has any business transaction with the recipient of the gift within three years before or after the gift is made, the identity of the maker is not exempt from disclosure.

(12) Records exempt pursuant to Section 9-16-80(B) and 9-16-320(D).

(13) All materials, regardless of form, gathered by a public body during a search to fill an employment position, except that materials relating to not fewer than the final three applicants under consideration for a position must be made available for public inspection and copying. In addition to making available for public inspection and copying the materials described in this item, the public body must disclose, upon request, the number of applicants considered for a position. For the purpose of this item "materials relating to not fewer than the final three applicants" do not include an applicant's income tax returns, medical records, social security number, or information otherwise exempt from disclosure by this section.

(14)(A) Data, records, or information of a proprietary nature, produced or collected by or for faculty or staff of state institutions of higher education in the conduct of or as a result of study or research on commercial, scientific, technical, or scholarly issues, whether sponsored by the institution alone or in conjunction with a governmental body or private concern, where the data, records, or information has not been publicly released, published, copyrighted, or patented.

(B) Any data, records, or information developed, collected, or received by or on behalf of faculty, staff, employees, or students of a state institution of higher education or any public or private entity supporting or participating in the activities of a state institution of higher education in the conduct of or as a result of study or research on medical, scientific, technical, scholarly, or artistic issues, whether sponsored by the institution alone or in conjunction with a governmental body or private entity until the information

is published, patented, otherwise publicly disseminated, or released to an agency whereupon the request must be made to the agency. This item applies to, but is not limited to, information provided by participants in research, research notes and data, discoveries, research projects, proposals, methodologies, protocols, and creative works.

(C) The exemptions in this item do not extend to the institution's financial or administrative records.

(15) The identity, or information tending to reveal the identity, of any individual who in good faith makes a complaint or otherwise discloses information, which alleges a violation or potential violation of law or regulation, to a state regulatory agency.

(16) Records exempt pursuant to Sections 59-153-80(B) and 59-153-320(D).

(17) Structural bridge plans or designs unless: (a) the release is necessary for procurement purposes; or (b) the plans or designs are the subject of a negligence action, an action set forth in Section 15-3-530, or an action brought pursuant to Chapter 78 of Title 15, and the request is made pursuant to a judicial order.

(18) Photographs, videos, and other visual images, and audio recordings of and related to the performance of an autopsy, except that the photographs, videos, images, or recordings may be viewed and used by the persons identified in Section 17-5-535 for the purposes contemplated or provided for in that section.

(19) Private investment and other proprietary financial data provided to the Venture Capital Authority by a designated investor group or an investor as those terms are defined by Section 11-45-30.

(b) If any public record contains material which is not exempt under subsection (a) of this section, the public body shall separate the exempt and nonexempt material and make the nonexempt material available in accordance with the requirements of this chapter.

(c) Information identified in accordance with the provisions of Section 30-4-45 is exempt from disclosure except as provided therein and pursuant to regulations promulgated in accordance with this chapter. Sections 30-4-30, 30-4-50, and 30-4-100 notwithstanding, no custodian of information subject to the provisions of Section 30-4-45 shall release the information except as provided therein and pursuant to regulations promulgated in accordance with this chapter.

(d) A public body may not disclose a "privileged communication", "protected information", or a "protected identity", as defined in Section 23-50-15 pursuant to a request under the South Carolina Freedom of Information Act. These matters may only be disclosed pursuant to the procedures set forth in Section 23-50-45.

**HISTORY:** 1978 Act No. 593, Section 5; 1980 Act No. 495, Section 1; 1987 Act No. 118, Section 5; 1993 Act No. 181, Section 489; 1994 Act No. 404, Section 1; 1995 Act No. 1, Section 11; 1996 Act No. 458, Part II, Section 31D; 1998 Act No. 371, Section 7A; 1998 Act No. 423, Sections 2, 3, 4, 5, 6; 1999 Act No. 122, Section 4; 2002 Act No. 339, Sections 18, 19, 29; 2002 Act No. 350, Section 1; 2003 Act No. 34, Section 2; 2003 Act No. 86, Sections 4, 5; 2005 Act No. 125, Section 2; 2006 Act No. 380, Section 2, eff upon approval (became law without the Governor's signature on June 14, 2006); 2017 Act No. 67 (H.3352), Section 2, eff May 19, 2017.

#### Effect of Amendment

The 2006 amendment added subsection (d) relating to certain disclosures by a public body.

2017 Act No. 67, Section 2, amended (a)(2) and (a)(3), revising provisions concerning law enforcement records.

**SECTION 30-4-45.** Information concerning safeguards and off-site consequence analyses; regulation of access; vulnerable zone defined.

(A) The director of each agency that is the custodian of information subject to the provisions of 42 U.S.C. 7412(r)(7)(H), 40 CFR 1400 "Distribution of Off-site Consequence Analysis Information", or 10 CFR 73.21 "Requirements for the protection of safeguards information", must establish procedures to ensure that the information is released only in accordance with the applicable federal provisions.

(B) The director of each agency that is the custodian of information, the unrestricted release of which could increase the risk of acts of terrorism, may identify the information or compilations of information by

notifying the Attorney General in writing, and shall promulgate regulations in accordance with the Administrative Procedures Act, Sections 1-23-110 through 1-23-120(a) and Section 1-23-130, to regulate access to the information in accordance with the provisions of this section.

(C) Regulations to govern access to information subject to subsections (A) and (B) must at a minimum provide for:

(1) disclosure of information to state, federal, and local authorities as required to carry out governmental functions; and

(2) disclosure of information to persons who live or work within a vulnerable zone.

For purposes of this section, "vulnerable zone" is defined as a circle, the center of which is within the boundaries of a facility possessing hazardous, toxic, flammable, radioactive, or infectious materials subject to this section, and the radius of which is that distance a hazardous, toxic, flammable, radioactive, or infectious cloud, overpressure, radiation, or radiant heat would travel before dissipating to the point it no longer threatens serious short-term harm to people or the environment.

Disclosure of information pursuant to this subsection must be by means that will prevent its removal or mechanical reproduction. Disclosure of information pursuant to this subsection must be made only after the custodian has ascertained the person's identity by viewing photo identification issued by a federal, state, or local government agency to the person and after the person has signed a register kept for the purpose.

HISTORY: 2002 Act No. 339, Section 30.

**SECTION 30-4-50.** Certain matters declared public information; use of information for commercial solicitation prohibited.

(A) Without limiting the meaning of other sections of this chapter, the following categories of information are specifically made public information subject to the restrictions and limitations of Sections 30-4-20, 30-4-40, and 30-4-70 of this chapter:

(1) the names, sex, race, title, and dates of employment of all employees and officers of public bodies;

(2) administrative staff manuals and instructions to staff that affect a member of the public;

(3) final opinions, including concurring and dissenting opinions, as well as orders, made in the adjudication of cases;

(4) those statements of policy and interpretations of policy, statute, and the Constitution which have been adopted by the public body;

(5) written planning policies and goals and final planning decisions;

(6) information in or taken from any account, voucher, or contract dealing with the receipt or expenditure of public or other funds by public bodies;

(7) the minutes of all proceedings of all public bodies and all votes at such proceedings, with the exception of all such minutes and votes taken at meetings closed to the public pursuant to Section 30-4-70;

(8) reports which disclose the nature, substance, and location of any crime or alleged crime reported as having been committed. Where a report contains information exempt as otherwise provided by law, the law enforcement agency may delete that information from the report;

(9) notwithstanding any other provision of the law, data from a video or audio recording made by a law enforcement vehicle-mounted recording device or dashboard camera that involves an officer involved incident resulting in death, injury, property damage, or the use of deadly force.

(a) A law enforcement or public safety agency may apply to the circuit court for an order to prevent the disclosure of the video or audio recording data. Notice of the request and of the hearing must be provided to the person seeking the record. A hearing must be requested within fifteen days (excepting Saturdays, Sundays, and legal public holidays) of the receipt of the request for disclosure and the hearing shall be held in-camera.

(b) The court may order the recording data not be disclosed upon a showing by clear and convincing evidence that the recording is exempt from disclosure as specified in Section 30-4-40(a)(3) and that the reason for the exemption outweighs the public interest in disclosure. A court may order the recording data

be edited to redact specific portions of the data and then released, upon a showing by clear and convincing evidence that portions of the recording are not exempt from disclosure as specified in Section 30-4-40(a)(3).

(c) A court order to withhold the release of recording data under this section must specify a definite time period for the withholding of the release of the recording data and must include the court's findings.

(d) A copy of the order shall be made available to the person requesting the release of the recording data.

(10) statistical and other empirical findings considered by the Legislative Audit Council in the development of an audit report.

(B) No information contained in a police incident report or in an employee salary schedule revealed in response to a request pursuant to this chapter may be utilized for commercial solicitation. Also, the home addresses and home telephone numbers of employees and officers of public bodies revealed in response to a request pursuant to this chapter may not be utilized for commercial solicitation. However, this provision must not be interpreted to restrict access by the public and press to information contained in public records.

**HISTORY:** 1978 Act No. 593, Section 6; 1982 Act No. 370, Section 1; 1992 Act No. 269, Section 1; 1993 Act No. 44, Section 1; 1998 Act No. 423, Section 7; 2017 Act No. 67 (H.3352), Section 3, eff May 19, 2017.

**Effect of Amendment**

2017 Act No. 67, Section 3, inserted (A)(9), providing for the inclusion of law enforcement vehicle-mounted videos and audio recordings of certain incidents involving law enforcement officers as a category of information made public, providing procedures through which enforcement may seek exemption of disclosure of the recordings, and providing requirements for related court orders, and redesignated (A)(9) as (A)(10).

**SECTION 30-4-55.** Disclosure of fiscal impact on public bodies offering economic incentives to business; cost-benefit analysis required.

A public body as defined by Section 30-4-20(a), or a person or entity employed by or authorized to act for or on behalf of a public body, that undertakes to attract business or industry to invest or locate in South Carolina by offering incentives that require the expenditure of public funds or the transfer of anything of value or that reduce the rate or alter the method of taxation of the business or industry or that otherwise impact the offeror fiscally, must disclose, upon request, the fiscal impact of the offer on the public body and a governmental entity affected by the offer after:

(a) the offered incentive or expenditure is accepted, and

(b) the project has been publicly announced or any incentive agreement has been finalized, whichever occurs later.

The fiscal impact disclosure must include a cost-benefit analysis that compares the anticipated public cost of the commitments with the anticipated public benefits. Notwithstanding the requirements of this section, information that is otherwise exempt from disclosure under Section 30-4-40(a)(1), (a)(5)(c), and (a)(9) remains exempt from disclosure.

**HISTORY:** 2003 Act No. 86, Section 3.

**SECTION 30-4-60.** Meetings of public bodies shall be open.

Every meeting of all public bodies shall be open to the public unless closed pursuant to Section 30-4-70 of this chapter.

**HISTORY:** 1978 Act No. 593, Section 7.

**SECTION 30-4-65.** Cabinet meetings subject to chapter provisions; cabinet defined.

(A) The Governor's cabinet meetings are subject to the provisions of this chapter only when the Governor's cabinet is convened to discuss or act upon a matter over which the Governor has granted to the cabinet, by executive order, supervision, control, jurisdiction, or advisory power.

(B) For purposes of this chapter, "cabinet" means the directors of the departments of the executive branch of state government appointed by the Governor pursuant to the provisions of Section 1-30-10(B)(1)(i) when they meet as a group and a quorum is present.

HISTORY: 2003 Act No. 86, Section 6.

**SECTION 30-4-70.** Meetings which may be closed; procedure; circumvention of chapter; disruption of meeting; executive sessions of General Assembly.

(a) A public body may hold a meeting closed to the public for one or more of the following reasons:

(1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body; however, if an adversary hearing involving the employee or client is held, the employee or client has the right to demand that the hearing be conducted publicly. Nothing contained in this item shall prevent the public body, in its discretion, from deleting the names of the other employees or clients whose records are submitted for use at the hearing.

(2) Discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property, the receipt of legal advice where the legal advice relates to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim.

(3) Discussion regarding the development of security personnel or devices.

(4) Investigative proceedings regarding allegations of criminal misconduct.

(5) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by the public body.

(6) The Retirement System Investment Commission, if the meeting is in executive session specifically pursuant to Section 9-16-80(A) or 9-16-320(C).

(b) Before going into executive session the public agency shall vote in public on the question and when the vote is favorable, the presiding officer shall announce the specific purpose of the executive session. As used in this subsection, "specific purpose" means a description of the matter to be discussed as identified in items (1) through (5) of subsection (a) of this section. However, when the executive session is held pursuant to Sections 30-4-70(a)(1) or 30-4-70(a)(5), the identity of the individual or entity being discussed is not required to be disclosed to satisfy the requirement that the specific purpose of the executive session be stated. No action may be taken in executive session except to (a) adjourn or (b) return to public session. The members of a public body may not commit the public body to a course of action by a polling of members in executive session.

(c) No chance meeting, social meeting, or electronic communication may be used in circumvention of the spirit of requirements of this chapter to act upon a matter over which the public body has supervision, control, jurisdiction, or advisory power.

(d) This chapter does not prohibit the removal of any person who wilfully disrupts a meeting to the extent that orderly conduct of the meeting is seriously compromised.

(e) Sessions of the General Assembly may enter into executive sessions authorized by the Constitution of this State and rules adopted pursuant thereto.

(f) The Board of Trustees of the respective institution of higher learning, while meeting as the trustee of its endowment funds, if the meeting is in executive session specifically pursuant to Sections 59-153-80(A) or 59-153-320(C).

HISTORY: 1978 Act No. 593, Section 8; 1987 Act No. 118, Section 6; 1998 Act No. 371, Section 7B; 1998 Act No. 423, Section 8; 1999 Act No. 122, Section 4; 2005 Act No. 153, Pt IV, Section 5.

**SECTION 30-4-80.** Notice of meetings of public bodies.

(A) All public bodies, except as provided in subsections (B) and (C) of this section, must give written public notice of their regular meetings at the beginning of each calendar year. The notice must include the dates, times, and places of such meetings. An agenda for regularly scheduled or special meetings must be posted on a bulletin board in a publicly accessible place at the office or meeting place of the public body and on a public website maintained by the body, if any, at least twenty-four hours prior to such meetings. All public bodies must post on such bulletin board or website, if any, public notice for any called, special, or rescheduled meetings. Such notice must include the agenda, date, time, and place of the meeting, and must be posted as early as is practicable but not later than twenty-four hours before the meeting. This requirement does not apply to emergency meetings of public bodies. Once an agenda for a regular, called, special, or rescheduled meeting is posted pursuant to this subsection, no items may be added to the agenda without an additional twenty-four hours notice to the public, which must be made in the same manner as the original posting. After the meeting begins, an item upon which action can be taken only may be added to the agenda by a two-thirds vote of the members present and voting; however, if the item is one upon which final action can be taken at the meeting or if the item is one in which there has not been and will not be an opportunity for public comment with prior public notice given in accordance with this section, it only may be added to the agenda by a two-thirds vote of the members present and voting and upon a finding by the body that an emergency or an exigent circumstance exists if the item is not added to the agenda. Nothing herein relieves a public body of any notice requirement with regard to any statutorily required public hearing.

(B) Legislative committees must post their meeting times during weeks of the regular session of the General Assembly and must comply with the provisions for notice of special meetings during those weeks when the General Assembly is not in session. Subcommittees of standing legislative committees must give notice during weeks of the legislative session only if it is practicable to do so.

(C) Subcommittees, other than legislative subcommittees, of committees required to give notice under subsection (A), must make reasonable and timely efforts to give notice of their meetings.

(D) Written public notice must include but need not be limited to posting a copy of the notice at the principal office of the public body holding the meeting or, if no such office exists, at the building in which the meeting is to be held.

(E) All public bodies shall notify persons or organizations, local news media, or such other news media as may request notification of the times, dates, places, and agenda of all public meetings, whether scheduled, rescheduled, or called, and the efforts made to comply with this requirement must be noted in the minutes of the meetings.

HISTORY: 1978 Act No. 593, Section 9; 1987 Act No. 118, Section 7; 2015 Act No. 70 (S.11), Section 1, eff June 8, 2015.

Effect of Amendment

2015 Act No. 70, Section 1, changed the paragraph designators to upper case; in (A), substituted "An agenda for regularly scheduled or special meetings" for "Agenda, if any, for regularly scheduled meetings" in the third sentence, added references to websites, and added the text beginning with "Once an agenda for a regular ..."; and made other nonsubstantive changes.

**SECTION 30-4-90.** Minutes of meetings of public bodies.

(a) All public bodies shall keep written minutes of all of their public meetings. Such minutes shall include but need not be limited to:

(1) The date, time and place of the meeting.

(2) The members of the public body recorded as either present or absent.

(3) The substance of all matters proposed, discussed or decided and, at the request of any member, a record, by an individual member, of any votes taken.

(4) Any other information that any member of the public body requests be included or reflected in the minutes.

(b) The minutes shall be public records and shall be available within a reasonable time after the meeting except where such disclosures would be inconsistent with Section 30-4-70 of this chapter.

(c) All or any part of a meeting of a public body may be recorded by any person in attendance by means of a tape recorder or any other means of sonic or video reproduction, except when a meeting is closed pursuant to Section 30-4-70 of this chapter, provided that in so recording there is no active interference with the conduct of the meeting. Provided, further, that the public body is not required to furnish recording facilities or equipment.

HISTORY: 1978 Act No. 593, Section 10; 2001 Act No. 13, Section 1.

**SECTION 30-4-100.** Injunctive relief; costs and attorney's fees.

(A) A citizen of the State may apply to the circuit court for a declaratory judgment, injunctive relief, or both, to enforce the provisions of this chapter in appropriate cases if the application is made no later than one year after the date of the alleged violation or one year after a public vote in public session, whichever comes later. Upon the filing of the request for declaratory judgment or injunctive relief related to provisions of this chapter, the chief administrative judge of the circuit court must schedule an initial hearing within ten days of the service on all parties. If the hearing court is unable to make a final ruling at the initial hearing, the court shall establish a scheduling order to conclude actions brought pursuant to this chapter within six months of initial filing. The court may extend this time period upon a showing of good cause. The court may order equitable relief as it considers appropriate, and a violation of this chapter must be considered to be an irreparable injury for which no adequate remedy at law exists.

(B) If a person or entity seeking relief under this section prevails, he may be awarded reasonable attorney's fees and other costs of litigation specific to the request. If the person or entity prevails in part, the court may in its discretion award him reasonable attorney's fees or an appropriate portion of those attorney's fees.

HISTORY: 1978 Act No. 593, Section 11; 1987 Act No. 118, Section 8; 2017 Act No. 67 (H.3352), Section 4, eff May 19, 2017.

Effect of Amendment

2017 Act No. 67, Section 4, amended the section, providing time constraints within which determinative hearings on the requests for relief must be made.

**SECTION 30-4-110.** Hearings regarding disclosure; appropriate relief; civil fine for violation.

(A) A public body may file a request for hearing with the circuit court to seek relief from unduly burdensome, overly broad, vague, repetitive, or otherwise improper requests, or where it has received a request but it is unable to make a good faith determination as to whether the information is exempt from disclosure.

(B) If a request for disclosure may result in the release of records or information exempt from disclosure under Section 30-4-40(a)(1), (2), (4), (5), (9), (14), (15), or (19), a person or entity with a specific interest in the underlying records or information shall have the right to request a hearing with the court or to intervene in an action previously filed.

(C) If a person or entity seeking relief under this section prevails, the court may order:

- (1) equitable relief as he considers appropriate;
- (2) actual or compensatory damages; or

(3) reasonable attorney's fees and other costs of litigation specific to the request, unless there is a finding of good faith. The finding of good faith is a bar to the award of attorney's fees and costs.

(D) If a court determines that records are not subject to disclosure, the determination constitutes a finding of good faith on the part of the public body or public official, and acts as a complete bar against the award

of attorney's fees or other costs to the prevailing party should the court's determination be reversed on appeal.

(E) If the person or entity prevails in part, he may be awarded reasonable attorney's fees or other costs of litigation specific to the request, or an appropriate portion thereof, unless otherwise barred.

(F) If the court finds that the public body has arbitrarily and capriciously violated the provisions of this chapter by refusal or delay in disclosing or providing copies of a public record, it may, in addition to actual or compensatory damages or equitable relief, impose a civil fine of five hundred dollars.

HISTORY: 1978 Act No. 593, Section 12; 2017 Act No. 67 (H.3352), Section 5, eff May 19, 2017.

Effect of Amendment

2017 Act No. 67, Section 5, rewrote the section, removing criminal penalties, and providing rights and remedies of public bodies from whom requests are made and persons with specific interests in exempt information for which disclosure is sought.

**SECTION 30-4-160.** Sale of Social Security number or driver's license photograph or signature.

(A) This chapter does not allow the Department of Motor Vehicles to sell, provide, or otherwise furnish to a private party Social Security numbers in its records, copies of photographs, or signatures, whether digitized or not, taken for the purpose of a driver's license or personal identification card.

(B) Photographs, signatures, and digitized images from a driver's license or personal identification card are not public records.

HISTORY: 1999 Act No. 100, Part II, Section 53.

**SECTION 30-4-165.** Privacy of driver's license information.

(A) The Department of Motor Vehicles may not sell, provide, or furnish to a private party a person's height, weight, race, social security number, photograph, or signature in any form that has been compiled for the purpose of issuing the person a driver's license or special identification card. The department shall not release to a private party any part of the record of a person under fifteen years of age who has applied for or has been issued a special identification card.

(B) A person's height, weight, race, photograph, signature, and digitized image contained in his driver's license or special identification card record are not public records.

(C) Notwithstanding another provision of law, a private person or private entity shall not use an electronically-stored version of a person's photograph, social security number, height, weight, race, or signature for any purpose, when the electronically-stored information was obtained from a driver's license record.

HISTORY: 1999 Act No. 33, Section 1.

# COMMITTEE OF THE WHOLE AGENDA ITEM SUMMARY

**MEETING DATE:** July 19, 2021

**AGENDA ITEM:** 8g

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**TO:** City Council

**FROM:** City Administrator Brandon Madden

**SUBJECT:** Consideration of Resolution

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## **REQUEST**

City Council is requested to consider a Resolution to request that the Planning Commission hold a public hearing to review an amendment to the Zoning Ordinance to limit the number of thrift stores in zoning districts C-1; C-2; CRD; and S-1.

RESOLUTION \_\_\_\_\_-2021

**A RESOLUTION FOR CONSIDERATION OF AMENDMENTS TO THE CITY ZONING ORDINANCES TO LIMIT THE NUMBER OF THRIFT STORES IN THE CITY OF MAULDIN**

**WHEREAS**, the City of Mauldin has adopted a Zoning Ordinance in accordance with South Carolina State Enabling Legislation, as included in Title VI, Chapter 29 of the South Carolina Code of Laws, for the purpose of promoting the public health, safety, and general welfare of the community; and,

**WHEREAS**, the City Council finds that it is necessary to amend the Zoning Ordinance from time to time to effectively promote the goals of the Ordinance; and,

**WHEREAS**, additional thrift stores in the City of Mauldin may be inconsistent with the objectives of the Zoning Ordinance to protect the quality and appearance of the properties in commercial zoning districts; and,

**WHEREAS**, thrift stores are currently allowed in Zoning Districts C1, C2, CRD, and S1; and,

**WHEREAS**, the Mayor and Council have determined that it is in the best interests of the citizens and residents of the City of Mauldin for the Planning Commission to conduct a review of the number of existing thrift stores in the City and to consider an amendment to its Zoning Ordinance to limit the number of thrift stores that can locate in Zoning Districts C1, C2, CRD, and S1.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Members of Council of the City of Mauldin, as follows:

**Section 1.** That the Planning Commission conduct a review at a public hearing to consider amending the Mauldin Zoning Ordinance to limit the number of thrift stores that may locate in Zoning Districts C1, C2, CRD, and S1.

ADOPTED this \_\_\_\_\_ day of July, 2021.

CITY OF MAULDIN

BY: \_\_\_\_\_  
Terry Merritt, Mayor

ATTEST:

\_\_\_\_\_  
Cindy Miller, Municipal Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney