ECONOMIC PLANNING & DEVELOPMENT COMMITTEE MEETING

TUESDAY, JANUARY 4,2022 | 6 PM

1st Committee Meeting

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

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

ECONOMIC PLANNING & DEVELOPMENT COMMITTEE MEETING
JANUARY 4, 2022, 6PM
CITY HALL - COUNCIL CHAMBERS

Committee Members: Taft Matney (Chair), Jason Kraeling, Diane Kuzniar

1. **Call to Order** — Chairperson Taft Matney

2. **Public Comment** — Chairperson Taft Matney

3. **Reading and Approval of Minutes** — Chairperson Taft Matney
   a. Economic Planning & Development Committee Meeting: December 6, 2021 [Page 3]

4. **Reports or Communications from City Officers** — Chairperson Taft Matney
   a. Economic Development Department Director Van Broad
      i. Budget Review
   b. City Center Village Update: The Parker Group

5. **Unfinished Business** — Chairperson Taft Matney

   There is no unfinished business.

6. **New Business** — Chairperson Taft Matney
   a. Resolution -- Memorandum of Understanding
   b. Agreement – Environmental Services
   c. Resolution to Certify Textile Mill

7. **Public Comment** — Chairperson Taft Matney

8. **Committee Concerns** — Chairperson Taft Matney

9. **Adjournment** — Chairperson Taft Matney

MINUTES
ECONOMIC PLANNING & DEVELOPMENT COMMITTEE MEETING
DECEMBER 6, 2021, 6PM
CITY HALL - COUNCIL CHAMBERS
5 E. BUTLER ROAD
1st committee meeting

Committee Members: Taft Matney (Chair), Jason Kraeling, Diane Kuzniar
Others Present: Community Development Director Van Broad and City Administrator Brandon Madden

1. Call to Order- Chairman Matney
2. Public Comment- None
3. Reading and Approval of Minutes
   a. Economic Planning & Development Committee Meeting: November 1, 2021

   Motion: Councilwoman Kuzniar made a motion to approve the minutes with Councilman Kraeling seconding.

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

4. Reports or Communications from City Officers
   a. Economic Development Department Director Van Broad
   i. Budget Review
   The budget stands at 63%. Economic Development projects are continuing.

   Over five hundred people attended the Tree Lighting ceremony. The Hooray for Holidays Show is being held again this weekend. Mr. Broad thanked all the departments for their help with different events. Mauldin City Singers, directed by Pam Mayfield, will hold their first concert on December 19th. There will be two performances.

   b. City Center Village Update: The Parker Group

   Drew Parker, the developer leading the first phase of Mauldin's coming city center project, expects construction to begin in February or March. The project, Maverick Yards, will include a food court, pickleball, and 55 townhomes on six acres bordered by North Main Street, Murray Drive, East Butler Road and Jenkins Street. Maverick Station, at 1 East Butler Road, should be opening in April or May.

5. Unfinished Business- There is no unfinished business.
6. New Business- There is no new business.
7. Public Comment- None
8. Committee Concerns- None
9. Adjournment- Chairman Matney adjourned the meeting at 6:10 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

ECONOMIC PLANNING & DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

MEETING DATE: January 4, 2022
AGENDA ITEM: 6a

TO: Economic Planning & Development Committee
FROM: City Administrator Brandon Madden
SUBJECT: Memorandum of Understanding – Parking at City Hall

REQUEST

Approval of a Resolution approving a Memorandum of Understanding (MOU) between Mauldin and East Butler Investments, LLC for parking accommodations for the planned multi-use development vis-à-vis Maverick Station.

HISTORY/BACKGROUND

The City is the owner of the property at 5 East Butler Road. East Butler Investments via the Parker Group plans to construct a multi-use development located at 1 East Butler Road, known as Maverick Station.

East Butler Investments may need, from time to time, additional parking to accommodate its tenants, agents, guests and patrons of Maverick Station.

ANALYSIS or STAFF FINDINGS

Via the attached MOU, the City will allow for pedestrian and vehicular ingress and egress and vehicular parking over and across the designated area of the City's parking lot located subject to the terms and conditions set forth in the MOU.

FISCAL IMPACT

Negligible.

RECOMMENDATION

Staff recommends approval of the MOU.

ATTACHMENTS

MOU

RESOLUTION 2021- _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MAULDIN AND EAST BUTLER INVESTMENTS, LLC

WHEREAS, East Butler Investments, LLC ("East Butler") is constructing a multi-use development on its property located at 1 East Butler Road, Mauldin, SC 29662 known as Maverick Station; and,

WHEREAS, East Butler may need, from time to time, additional parking to accommodate its tenants, agents, guests and patrons of Maverick Station; and,

WHEREAS, the City and East Butler desire to enter into a Memorandum of Understanding ("MOU") in which the City will allow for pedestrian and vehicular ingress and egress and vehicular parking over and across the designated area of the City's parking lot located on its Property as shown on Exhibit "A" to the MOU attached hereto; and,

WHEREAS, the City finds and detemines that the MOU attached hereto is 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 MOU between the City of Mauldin and East Butler Investments, LLC attached hereto is hereby approved, and the Mayor is authorized to execute and deliver the MOU and any related documents on behalf of the City.

ADOPTED this _____ day of January 2022.

CITY OF MAULDIN

BY: _____
Terry Merritt, Mayor

ATTEST:

_____
Cindy Miller, Municipal Clerk

APPROVED AS TO FORM:

_____
City Attorney

STATE OF SOUTH CAROLINA)
) MEMORANDUM OF UNDERSTANDING
COUNTY OF GREENVILLE)

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the City of Mauldin, a municipal corporation organized pursuant to the laws of the State of South Carolina (the "City"), and East Butler Investments, LLC, a South Carolina limited liability company (the "East Butler").

WHEREAS, the City is the owner and holder of fee simple title to that certain piece, parcel or lot of land situate, lying and being at 5 East Butler Road in the City of Mauldin and County of Greenville, State of South Carolina and having TMS Nos. M003010201300 and M003010201000 (the "Property"); and,

WHEREAS, East Butler plans to construct a multi-use development located at 1 East Butler Road, Mauldin, SC 29662 known as Maverick Station; and,

WHEREAS, East Butler may need, from time to time, additional parking to accommodate its tenants, agents, guests and patrons of Maverick Station; and,

WHEREAS, the City and East Butler desire to enter into this Memorandum of Understanding in which the City will allow for pedestrian and vehicular ingress and egress and vehicular parking over and across the designated area of the City's parking lot located on the Property as shown on Exhibit "A" attached hereto (hereinafter the "Parking Area") subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in the consideration of the sum of Ten and no/100ths ($10.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, as well as the mutual promises and covenants made herein, the parties hereto agree as follows:

1. Public Parking. The City does hereby grant East Butler, and its tenants, agents, guests and patrons, the right to use the Parking Area for pedestrian and vehicular ingress and egress and vehicular parking over and across the Parking Area to serve as additional parking for its tenants, agents, guests and patrons of Maverick Station. East Butler will make reasonable efforts to ensure that its tenants, agents, guests and patrons use the parking located at Maverick Station before utilizing the Parking Area.

2. Right to Restrict. Upon forty-eight (48) hours prior notice to East Butler, the City may temporarily restrict access to the Parking Area from time to time in connection with designated City events or meetings on the Property or in order to conduct maintenance or repairs to the Parking Area.

3. Maintenance and Upkeep of Parking Area. The City shall maintain the Parking Area and keep the Parking Area in a safe, clean and orderly condition. East Butler shall be responsible for any damage it may cause to improvements located within the Parking Area.

4. No Assignment. This Agreement may not be assigned by East Butler without the express written permission of the City, provided, however, that such permission shall not to be unreasonably conditioned, withheld or delayed.”.

5. Indemnification. East Butler shall indemnify the City, its officers, officials and employees (collectively “Indemnitees”), and shall hold the Indemnitees harmless from liability on account of property damage, bodily injury, including death, caused by the use of the Parking Area by East Butler, and its tenants, guests, invitees, or agents. If a legal action shall be brought against the City, either independently or jointly with East Butler arising out of the negligent use of the Parking Area by East Butler and its tenants, guests, invitees or agents, East Butler will defend, indemnify and hold the City harmless in any third party action, at the cost of East Butler. If a final, non-appealable judgment is obtained against the City, either independently or jointly with East Butler arising out of the negligent use of the Parking Area by East Butler and its tenants, guests, invitees or agents , East Butler will pay the judgment, including all court costs, and will hold the City harmless therefrom. Notwithstanding the foregoing, this indemnity shall not apply to claims for damages or liability arising out of bodily injury, including death, or property damages caused by, arising out of, or resulting from the negligence or willful misconduct of the City, its officers, official, employees, contractors, or agents.

6. Insurance. East Butler shall obtain and maintain during the term of this Agreement commercial general and automobile liability insurance with minimum coverage of $1,000,000.00 per occurrence, insuring against liability arising under this Agreement, and required limits of insurance may be achieved through a combination of primary and umbrella/excess liability policies and shall name City as an additional insured on this coverage. East Butler shall provide a certificate of insurance or memorandum of insurance indicating such coverage.

7. Miscellaneous Provisions.

a. This Agreement is to be governed, construed and enforced in accordance with the laws of the State of South Carolina.

b. This Agreement contains the sole and entire agreement of the City and East Butler with respect to the matters contemplated hereunder, and no representation, inducement, promise or agreement, oral or written between the City and East Butler which is not incorporated herein shall be of any force or effect. Any amendment to this Agreement shall be in writing and executed by the City and East Butler.

c. Either party may terminate this Agreement without cause with 90 days written notice to the other party. Either party may terminate this Agreement immediately for any breach of this Agreement. This Agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term, unless a party exercises its right to terminate as further described herein.

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

IN WITNESS WHEREOF, the The City and East Butler have affixed their signatures and seals to this document this ____ day of _____, 2022.

IN THE PRESENCE OF:

CITY OF MAULDIN

_____

_____
BY: Terry Merritt
ITS: Mayor

_____

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGEMENT

I, _____, a Notary Public in and for the State of South Carolina, do hereby certify that **Terry W. Merritt, Mayor of the City of Mauldin,** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this _____ day of _____, 2022.

_____
Notary Public for South Carolina
Greenville County
My Commission Expires:_____

IN THE PRESENCE OF:

East Butler Investments, LLC

By: Parker Group Development, LLC

_____

_____
BY: James A. Parker
ITS: Authorized Member

_____

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGEMENT

I, _____, a Notary Public in and for the State of South Carolina, do hereby certify that James A. Parker, as Authorized Member for Parker Group Developments, LLC, the Manager for East Butler Investments, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this _____ day of _____, 2022.

_____
Notary Public for South Carolina
Greenville County
My Commission Expires:_____

EXHIBIT A
(ATTACHED)


110
108
100 A
100 B
100 C
1
5
9
76
E BUTLER RD

ECONOMIC PLANNING & DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

MEETING DATE: January 4, 2022
AGENDA ITEM: 6b

TO: Economic Planning & Development Committee
FROM: City Administrator Brandon Madden
SUBJECT: Agreement – Environmental Services

REQUEST

Approval of an agreement with Terracom to provide technical assistance to the City for Environmental Services for brownfield environmental site assessment and related activities.

HISTORY/BACKGROUND

On October 5, 2021, the City advertised Request for Qualifications No. 2021 – 08 Professional Environmental Services ("RFQ"), soliciting proposals from experienced and qualified firms to provide technical assistance to the City for Environmental Services for Brownfield Environmental Site Assessment and related activities.

The City received a $300,000 Brownfields Assessment Grant from the U.S. Environmental Protection Agency (EPA) for the former site of the Public Works operations on Jenkins St. The grant funds will be utilized to identify and inventory the site, conduct Phase I and Phase II environmental site assessments (ESAs), plan for remediation and reuse of assessed sites, perform outreach activities to involve the community, and provide programmatic support.

ANALYSIS or STAFF FINDINGS

The City received 5 proposals from firms regarding the RFQ. The proposals were evaluated by the RFQ evaluation committee, and Terracom was recommended as the most responsive and responsible bidder.

Staff negotiated the attached agreement with Terracom to provide technical assistance to the City vis-à-vis the brownsfield grant.

FISCAL IMPACT

The funding source for the agreement is the $300,000 Brownfields Assessment Grant the City was awarded by the EPA.

RECOMMENDATION

Staff recommends approval of the agreement.

ATTACHMENTS

ECONOMIC PLANNING & DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

MEETING DATE: January 4, 2022
AGENDA ITEM: 6c

TO: Economic Planning & Development Committee
FROM: City Administrator Brandon Madden
SUBJECT: Resolution to Certify Textile Mill

REQUEST

Approval of a Resolution to certify property at and adjacent to 1 Jenkins Street as an abandoned textile mill site.

HISTORY/BACKGROUND

Pursuant to the South Carolina Textiles Communities Revitalization Act, the rehabilitation, renovation, and redevelopment of abandoned textile mill sites located in South Carolina by a developer are eligible for an incentive in the form of a credit against certain income taxes, license fees or premium taxes, or a credit against local property taxes.

The Parker Group Development, LLC has represented to the City that it is responsible for the rehabilitation of and expenses associated with certain real property located at and around 1 Jenkins Street and desires to take advantage of the aforementioned incentive.

ANALYSIS or STAFF FINDINGS

The Parker Group has applied to the City for a certification of the textile mill site at 1 Jenkins St. Approval of the Resolution certifies:

(1) textile mill site was a textile mill as defined in SC Code Section 12-65-20(3);
(2) textile mill site has been abandoned as defined in SC Code Section 12-65-20(1); and
(3) geographic area of the textile mill site is located within a Distressed Area as designed by the applicable Council of Government and consistent with SC Code Section 12-65-20(4).

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends approval of the Resolution.

ATTACHMENTS

Resolution.

RESOLUTION NO. 2021-_____

STATE OF SOUTH CAROLINA
CITY OF MAULDIN
A RESOLUTION

TO CERTIFY PROPERTY AT AND ADJACENT TO 1 JENKINS STREET, MAULDIN SC AS AN ABANDONED TEXTILE MILL SITE (TAX MAP NUMBERS M003010202901; M003010202900; M003010202700; M003010202300; M003010200600; M003010200700).

WHEREAS, the South Carolina Textiles Communities Revitalization Act (the "Act") was enacted in Title 12, Chapter 65 of the South Carolina Code of laws (2008), as amended, to create an incentive for the rehabilitation, renovation, and redevelopment of abandoned textile mill sites located in South Carolina; and,

WHEREAS, the Act provides that it is necessary to encourage private investment and restore and enhance the tax base of the taxing districts in the areas by the redevelopment of these abandoned textile mill sites; and,

WHEREAS, Section 12-65-30 of the Act provides that a taxpayer who rehabilitates an abandoned textile mill site is eligible either for a credit against certain income taxes, license fees or premium taxes, or a credit against local property taxes; and,

WHEREAS, Parker Group Development, LLC or its affiliates (the "Taxpayer") has represented to the City that it is responsible for the rehabilitation of and expenses associated with certain real property located at and around 1 Jenkins Street in the City of Mauldin, South Carolina (the "City") and further identified as Tax Map Numbers M003010202901; M003010202900; M003010202700; M003010202300; M003010200600; M003010200700 (collectively, the "Property"); and,

WHEREAS, Section 12-65-20(1) of the Act provides that a textile mill is "Abandoned" if at least eighty percent of the textile mill has been nonoperational as a textile mill for a period of at least one year, as further provided for in the Act; and,

WHEREAS, Section 12-65-20(4)(b)(iii) of the Act, as amended, provides for the inclusion of land and improvements which were used directly for textile manufacturing operations or ancillary uses, or were located on the same parcel or a contiguous parcel within one thousand feet of any textile mill structure or ancillary uses, provided the Property is located in a distressed area as designated by the applicable Council of Governments; and,

WHEREAS, the Property is an abandoned cotton gin and was historically used for the manufacturing of cotton, an ancillary use, as further described in supporting documentation (Exhibit A); and,

WHEREAS, an aerial photograph (Exhibit B) shows the property; and,

WHEREAS, the Appalachian Council of Government has certified the Property as being located in a distressed area (Exhibit C) consistent with Section 12-65-20(4)(b)(iii) of the Act; and,

WHEREAS, the Taxpayer desires to rehabilitate the Property; and,

WHEREAS, the Property is located within the City; and,

WHEREAS, pursuant to the Act, a taxpayer may apply to the municipality or county in which the textile mill site is located for a certification of the textile mill site made by ordinance or binding resolution of the governing body of the municipality or county, which certification shall include findings that the:

(1) textile mill site was a textile mill as defined in SC Code Section 12-65-20(3);
(2) textile mill site has been abandoned as defined in SC Code Section 12-65-20(1); and
(3) geographic area of the textile mill site is located within a Distressed Area as designed by the applicable Council of Government and consistent with SC Code Section 12-65-20(4); and,

WHEREAS, the Taxpayer has applied to the City for a certification of the Property as a textile mill site under the Act in order to encourage investment by potential investors in the redevelopment of the Property; and,

WHEREAS, the City wishes to provide the requested certification following due inquiry.

NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF MAULDIN, SOUTH CAROLINA:

Section 1. Taxpayer has submitted to the City a request for a certification of the Property as a textile mill site pursuant to Section 12-65-60 of the Act.

Section 2. Based upon the information provided to it by the Taxpayer, the City hereby certifies pursuant to the Act that:

a. The Property was a textile mill as defined in SC Code Section 12-65-20(3).
b. The Property has been abandoned as defined in SC Code Section 12-65-20(1).
c. The geographic area of the Property is located within a Distressed Area as designed by the applicable Council of Government and consistent with the definition of a textile mill site, as defined in SC Code Section 12-65-20(4).

Section 3. This Resolution provides no property tax relief whatsoever, and the City approves this resolution with the understanding Taxpayer will take any credits against State income taxes; further, the City expresses no opinion regarding the availability of same to Taxpayer beyond the certification contained herein.

Section 4. This Resolution shall become effective upon the date of enactment.

[*Signature pages follow.*]

DONE in meeting duly assembled this ___ day of _____, 20___.

CITY OF MAULDIN

_____

Terry Merritt, Mayor

_____

Brandon Madden, City Administrator

Attest:

_____

Clerk to City Council

Exhibit A

Parker Group Development, LLC Supporting Documentation

cousin Otis White, went with them. He and Otis played on the heavily packed cotton in the wagon while they waited in line to get to the gin. Finally his father pulled the wagon under the shed for the cotton to be unloaded.

A suction pipe about 8" in diameter was under the shed and this pipe suctioned the cotton off the wagon and into the gin. The boys took off their straw hats, filled them with cotton and held them up for the suction to catch the cotton. T. L. Williams, the ginner cautioned the boys to "let the cotton come and stay out of the way", but the boys were having too much fun. Young Lawrence scooped a big hat full of cotton up and held it for the suction and it caught the hat with the cotton. The saw teeth in the gin, that picked seed from the cotton, picked a few holes in the hat before Mr. Williams could shut the gin down and retrieve it. After that Lawrence was called the boy with the holey hat.

On October 9, 1952, the gin was sold to Ninety Six Manufacturing Company. An aerial view photograph of Mauldin taken in 1957 shows the cotton gin still standing. The Mauldin Sanitation Department is located on the cotton gin site.



The 'new' cotton gin with Jessie Caroline Whitt in the foreground.

THE FRANK SHAVER STORE

Frank Shaver, his wife and children lived in Conestee in the early 1900's. A deed recorded in 1911 denotes his property as being "near Conestee Mills". He operated a small wood framed store located on the south side of the bridge over Reedy River near the mill before 1908. While the family lived there, Mrs. Shaver died, leaving nine children.

In August 1910 Greenville County had an abundance of rain for three days causing all the creeks and rivers in the area to swell and overflow their banks. A flood of water washed down Reedy River from Greenville destroying every bridge on the river. Residents here remember the flood being called "The August Freshet" This flood washed away the bridge at Conestee and also Mr. Shaver's store.

That year Mr. Shaver moved with his children to

After Minnie Shaver finished school in Mauldin, she helped her father in the store until she married.

Mr. Shaver operated the store until he retired, then he lived with his son Lawrence until he died.

Frank Shaver's son, Henry operated the store after he married, then became a building contractor. The store was later sold to Will Alexander and torn down sometime after 1942.

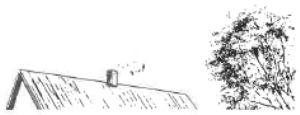


Exhibit B
Aerial Photograph



Exhibit C
Appalachian Council of Governments Certification

APPALACHIAN
COUNCIL OF GOVERNMENTS

J. Philip Land, Jr.
Haynsworth Sinkler Boyd, PA
PO Box 2048
Greenville, SC 29602-2048

November 23, 2020

Dear Philip,

Amendments to the South Carolina Textiles Communities Revitalization Act provide the opportunity for tax credits for certain activities pertaining to a property that is located in a distressed area, as designated by the applicable council of governments. At their regular meeting on October 26, 2018, the Appalachian Council of Governments Board of Directors made these designations for Anderson, Cherokee, Greenville, Oconee, Pickens, and Spartanburg Counties.

Through this correspondence, I am certifying that Greenville County tax parcels M003010202901, M003010202900, M003010202700, M003010202300, M003010200600, and M003010200700 are in a distressed area of the State of South Carolina, as designated by the Board of Directors of the Appalachian Council of Governments.

If we may provide further assistance with this effort, please do not hesitate to let me know.

With regards,

E. Brooke Ferguson
Economic Development Director

30 Century Circle, Greenville, SC, 29607
Phone | 864.242.9733
www.scacog.org