



CITY COUNCIL MEETING

MONDAY, FEBRUARY 21, 2022 | 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
FEBRUARY 21, 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. Presentation by Make a Wish

- 3. Reading and Approval of Minutes** Mayor Merritt
 - a. City Council Meeting –January 18, 2022
 - b. Special Called Council Meeting – February 15, 2022

- 4. Public Comment** Mayor Merritt

- 5. Report from City Administrator** City Administrator Brandon
Madden

- 6. Report from Standing Committees**
 - 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 Allgood)

- 7. Unfinished Business** Mayor Merritt

Ordinances – 2nd Reading

 - a. An Ordinance Amending Chapter 38 of the City of Mauldin Code of Ordinances ("Traffic and Vehicles") to Add a New Article Regulating the Operation of Certain Trucks on Designated Streets in the City and other Matters Related Thereto Councilor King

8. New Business

Ordinances – 1st Reading

- | | |
|--|--------------------|
| a. An ordinance to provide for the annexation of property owned by Zenith Holdings, LLC, and located at 220 Fowler Circle (Tax Map Parcel: M007.03-01-010.01) by one hundred percent petition method; and to establish a zoning classification of R15, residential, for said property | Councilor Kuzniar |
| b. An Ordinance to provide for the annexation of property owned by David M. Cumbia and Karen G. Cumbia, and located at 110 Rose Circle (Tax Map Parcel: M013.02-01-014.00 and M013.02-01-014.01) by one hundred percent petition method; and to establish a zoning classification of R12, residential, for said property | Councilor Kuzniar |
| c. An Ordinance approving an Intergovernmental Agreement with the Metropolitan Sewer Subdistrict and Authorizing the Mayor to execute the Agreement | Councilor Kraeling |

Standing Committee Items

- | | |
|---|--------------------|
| d. Fire Station Guaranteed Maximum Price | Councilor King |
| e. 122 Sunset Drive Stormwater Improvements | Councilor Kraeling |
| f. Springfield Park Parking Lot Paving | Councilor Allgood |

9. Public Comment Mayor Merritt

10. Council Concerns Mayor Merritt

11. Adjournment Mayor Merritt

MINUTES
CITY OF MAULDIN
CITY COUNCIL MEETING
JANUARY 18, 2022

Members present: Mayor Terry Merritt, Council Members Taft Matney, Jason Kraeling, Diane Kuzniar, Michael Reynolds and Frank Allgood. Councilwoman Carol King was out due to a family emergency.

Others present: City Administrator Brandon Madden and City Attorney Daniel Hughes

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

2. Proclamations and Presentations
 - a. School Choice Proclamation
Mayor Merritt read the proclamation.

3. Reading and Approval of Minutes
 - a. City Council Meeting –December 20, 2021

Motion: Councilman Matney made a motion to accept the minutes with Councilman Reynolds seconding.

Action: The vote was unanimous (6-0).

- b. Special Called Council Meeting – January 3, 2022

Motion: Councilman Matney made a motion to accept the minutes with Councilman Reynolds seconding.

Action: The vote was unanimous (6-0).

- c. Special Called Council Meeting – January 10, 2022

Motion: Councilman Reynolds made a motion to accept the minutes with Councilman Matney seconding.

Action: The vote was unanimous (6-0).

4. Public Comment

- a. Tracy Jissaume: Thank you for allowing me to speak. My commentary is about the speed humps that are being proposed. I just found out that these are being proposed. I am very passionately, at this point in time, opposed to them. I would like to know if this item could go back to the HOA so we could have a discussion and vote. I really don't feel like they are appropriate for our subdivision. We are very small, and I don't think they would be of benefit. My understanding is that public safety reviewed it for our subdivision and there was not a problem.

Lastly, I have never had a problem. I have been there since 2012. I am not the most tenured in the subdivision, but I am certainly not the newest. I walk my dog repeatedly and have not had any problems. I think it is extremely sad that one of our HOA neighbors have made the distinction that one or two families in the neighborhood are bringing us to this. That is a shame. I don't think bullies should rule. That is my feeling. I think we should take it back to the HOA and figure this out. I live at 209 Forrester Creek Way.

- b. Kim Roberts: My name is Kim Roberts and I live at 121 Forrester Creek Drive. I am one of the neighbors that did sign the petition. I believe the petition has 35 homes on it, which is 66% of the neighborhood. There obviously was a lot of concern. I live in the second home at the, what I call, the three-way intersection. My husband works from home and I am home a lot too with my job, so I do see the need. There are people who go too fast around the corner. There are stop signs there, but they seem to be non-existent to people. We have a lot of children and people who walk their dogs. People speed around the corners without halt. There is a sign that says it is no-throughway, but people don't realize it and by the time people realize it is a dead end, they get frustrated and whip around in my driveway area and zoom up and out of the neighborhood. I have seen that several times and have had to put flags around my driveway, so they don't keep coming up into my curb at my driveway.

So, I do see the need and know there are people who are against it, but would like to work something out to protect our neighborhood.

- c. Cindy Abare: I am also a homeowner. I did sign the petition, but it is more information that I would like. More things have come to light on Nextdoor, and it is not clear how many speed humps, signs, or things of that nature. I think it is important that we know what we signed for. I live at 109 Forrester Creek Drive.
- d. Steve Abare: Ditto what Cindy had to say. We just want to have a safe neighborhood. It is a question of how many speed humps and where they are going to be. As a homeowner, we just want some more information, so we know what the next steps are.
- e. Keith Hardin: I live at 107 Forrester Creek Drive. I circulated the petition and followed the process the way I understood it to get a solution to the speeding I see almost on a daily basis, particularly since I retired at the end of 2020. It is more visible to me. I would like to see this because of children, because of walkers. I am one of several people who seem to keep grandchildren some of the time. I guess we need to move forward to find out what the speed hump solution would be. It was not an HOA action; it was my action. It seemed to have a lot of support, but I know there are a lot of questions. I am not sure exactly what the next step in the process is.

5. Report from City Administrator

Mr. Madden had no report, but did thank the fire, police, and public works departments for their work during the inclement weather.

6. Report from Standing Committees

- a. Finance and Policy (Chairperson Reynolds)- Chairman Reynolds reported that the City is moving through the budget preparation process.

- b. Public Safety (Chairperson King)- In Chairwoman King's absence, Mayor Merritt thanked the fire and police departments for their work during the storm.
 - c. Public Works (Chairperson Kraeling)- Chairman Kraeling thanked public works for their work during the inclement weather.
 - d. Economic Planning & Development (Chairperson Matney)- No report
 - e. Building Codes (Chairperson Kuzniar)- Chairwoman Kuzniar reported 7 new businesses opened in December 2021 and permits and inspections are continuing to increase.
 - f. Recreation (Chairperson Allgood)- No report
7. Unfinished Business

Ordinances – 2nd Reading

- a. An ordinance to rezone property consisting of approximately 0.5 acres located at 301 E. Butler Road (Tax Map Parcel:M004.02- 01-010.01) and providing an effective date

Motion: Chairwoman Kuzniar made a motion to approve this ordinance on final reading with Councilman Matney seconding.

Councilman Allgood asked if this was an existing home or a new build. Mayor Merritt said the applicant owns the existing house and will use this for his office.

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

- b. An amendment to section 3:12.3.8 of the Mauldin Zoning Ordinance to provide a description of moving trucks and trailers

Motion: Chairwoman Kuzniar made a motion to approve this ordinance on final reading with Councilman Matney seconding.

On April 19, 2021, the City Council adopted an amendment to the Mauldin Zoning Ordinance that included a new consolidated table of allowed uses, descriptions for each of the use categories listed in the table, standards for conditional and exception uses, and new building design standards. This amendment included a provision that existing trailer rental activities and operations not in the S-1 district must cease no later than December 31, 2022.

Recently the City provided notice to the trailer/truck rental activities operating outside the S-1 district that they must cease no later than December 31, 2022. In the course of this notice, City staff received a comment that perhaps the City should consider providing clarity about what consists of the trailer/truck rental activities that must cease.

The intent of the sunset provision pertaining to the operation of trailer rentals outside of the S-1 district includes the rental and sale of trucks, trailers, and containers primarily used for moving and hauling goods (e.g., the rental of U-Haul or Penske trucks and trailers). This provision is not

intended to include the rental of personal vehicles, such as pickup trucks, used as personal transportation (e.g., the rental of personal vehicles by companies such as Enterprise).

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

8. New Business

Ordinances – 1st Reading

- a. An Ordinance to Amend Article I of Chapter 34 (Solid Waste Management) of the City of Mauldin Code of Ordinances

Motion: Chairman Kraeling made a motion to send this item back to committee with Councilman Reynolds seconding.

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

- b. An Ordinance Amending Chapter 38 of the City of Mauldin Code of Ordinances ("Traffic and Vehicles") to Add a New Article Regulating the Operation of Certain Trucks on Designated Streets in the City and Other Matters Related Thereto

Motion: Councilman Kraeling made a motion to approve this ordinance on first reading with Councilwoman Kuzniar seconding.

This ordinance addresses cut-through trucks on Hamby Drive.

Councilwoman Kuzniar asked for clarification that this would not apply to moving trucks or trucks with a specific purpose in a neighborhood.

City Attorney Daniel Hughes pointed to a section in the ordinance with definitions for exemptions for trucks with a special purpose such as moving trucks or delivery vehicles. This ordinance applies to semi-trucks that are cutting through using Hamby Drive.

Councilman Allgood asked if this is the first instance of restricting cut-through traffic, or if this is an existing ordinance that Hamby Drive is being added to. Mr. Madden answered that because Hamby Drive is a state-owned road, DOT requires the governing body to pass an ordinance restricting cut-through traffic.

Councilman Reynolds asked if there was any notification the City needed to do for GPS mapping devices. Mr. Madden said he believes that is done automatically, but he would find out.

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

Standing Committee Items

c. Resolution – Memorandum of Understanding

Motion: Chairman Matney made a motion to approve this resolution with Councilman Kraeling seconding.

Councilwoman Kuzniar wants to make sure that when the City has council or committee meetings, the citizens have a place to park, and also there is a place for police vehicles to park. Councilman Kraeling said there is an amended drawing that shows a reserved parking area for police vehicles, and a provision was added into the agreement in Section 2 to ensure that on the 1st and 3rd Mondays of each month there is parking for the meetings.

If there is a special called meeting, 48 hours' notice will be given to the businesses.

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

d. Agreement – Environmental Services

Motion: Chairman Matney made a motion to approve this agreement with Terracom for brownfield environmental assessments. Councilman Kraeling seconded the motion.

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

e. Resolution to Certify Textile Mill

Motion: Chairman Matney made a motion to approve this resolution to certify the abandoned Textile Mill site at and adjacent to 1 Jenkins Street. Councilman Kraeling seconded the motion.

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

f. Utility Easement

Motion: Chairman Matney made a motion to approve this easement regarding 1 East Butler Road, known as Maverick Station. Councilman Kraeling seconded the motion.

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

g. Momentum Construction Contract Amendment

Motion: Chairman Matney made a motion to approve funding in the amount of \$10,000 to cover the costs associated with repairs to the roof of the Cultural Center. Councilman Kraeling seconded the motion.

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

h. Resolution – Construction Manager Contract

Motion: Chairman Kraeling made a motion to approve a Resolution to approve a contract with the Cely Construction to serve as Construction Manager for the design/construction of an entryway for the multi-use trail that will connect to the pedestrian bridge across I-385. Councilman Reynolds seconded the motion.

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

i. Sewer Line Upgrade

Motion: Chairman Kraeling made a motion to approve an upgrade to the 15-inch sewer line at the Bridgeway Station Pedestrian Bridge. Approval is for option 2 not to exceed \$100,000. Councilwoman Kuzniar seconded the motion.

The City will work with Frazier Engineering to solicit bids to do this work. The construction of the pedestrian bridge will begin in March.

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

j. Administrative Judge Appointment

Motion: Councilman Matney made a motion to appoint Cierra Howard as part-time Administrative Judge. Councilman Kraeling seconded the motion.

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

k. Traffic Calming Forrester Creek Drive and Forrester Creek Way

Mayor Merritt read a statement from Chairwoman King in which she requested this item go back to committee for further vetting and she would like to have a public input session with Forrester Creek residents.

Motion: Councilman Kraeling made a motion to send this back to committee and have a public input session. Councilman Allgood seconded the motion.

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

Committee of the Whole

l. Resolution regarding Project Kick

Motion: Councilman Matney made a motion to consider this item informally via committee of the whole. Councilman Reynolds seconded the motion.

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

Motion: Councilman Matney made a motion to adopt this resolution regarding Project Kick. Councilman Kraeling seconded the motion.

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

9. Public Comment- None

10. Council Concerns- Councilman Matney read a text he received saying Mauldin Public Works is the best PW department in the state. They have picked up trash, limbs, leaves and roots and it is very much appreciated.

11. Adjournment- Mayor Merritt adjourned the meeting at 7:58 pm.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

MINUTES
CITY OF MAULDIN
SPECIAL CALLED CITY COUNCIL MEETING FEBRUARY 15, 2022, 6:00 PM
CITY HALL - COUNCIL CHAMBERS 5 E. BUTLER ROAD

Members present: Mayor Terry Merritt, Council members Taft Matney, Carol King, Jason Kraeling, Frank Allgood, and Diane Kuzniar. Councilman Reynolds was not present at the Call to Order, but joined via Zoom during the executive session.

Others present: City Administrator Brandon Madden and PW Director Matt Fleahman

1. Call to Order- Mayor Merritt

- a. Invocation- Councilwoman King
- b. Pledge of Allegiance- Councilwoman King
- c. Welcome- Mayor Merritt

2. New Business

- a. Executive Session to consider an Economic Development Matter related to City Center as allowed by State Statute Section 30-4-70 (a)(2)
- b. Executive Session to consider an Economic Development Matter related to Re-Wa as allowed by State Statute Section 30-4-70 (a)(2)

Motion: Councilman Matney made a motion to move into executive session. Councilwoman King seconded the motion.

Councilman Matney reminded everyone there is a recusal letter on file for him on the matter regarding ReWa.

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

Mayor Merritt reconvened the meeting at 7:47 p.m.

Councilwoman King 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 approve an amendment to the purchase and sale agreement with the Parker Group regarding City Center. Councilwoman King seconded the motion.

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

Motion: Councilman Kraeling made a motion to allow ReWa to continue with the connection to Indigo Pointe pump station.

Councilman Matney recused himself from this vote.

Councilwoman King seconded the motion.

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

Councilman Matney rejoined the meeting.

3. Council Requests

Councilman Matney said while he is disappointed with the 3-2 vote on Project Kick by the County Finance Committee, he is still hopeful for the project and would like the City to continue discussions with the team.

Councilwoman King reminded Council the reveal show for the upcoming season at the Cultural Center will take place this Friday evening.

4. Adjournment- Mayor Merritt adjourned the meeting at 7:51 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

CITY COUNCIL

AGENDA ITEM SUMMARY

MEETING DATE: February 21, 2022
AGENDA ITEM: 7a

TO: City Council
FROM: City Administrator Brandon Madden
SUBJECT: Ordinance Restricting Trucks along Hamby Drive

REQUEST

Approve an Ordinance prohibiting through truck traffic on Hamby Road for dual-wheel pickup trucks and/or vehicles with greater than 6 wheels.

HISTORY/BACKGROUND

Staff received a concern from a resident regarding truck traffic on Hamby Dr. Given that Hamby Dr. is a State-owned road, staff notified SC Department of Transportation of this concern.

Pursuant to SCDOT's review, they have no issues with the City moving forward on prohibiting trucks along Hamby Dr. To effectuate this prohibition, the City will need to pass an ordinance to make the prohibition enforceable and then permit the installation of the signs.

ANALYSIS or STAFF FINDINGS

Attached is the Ordinance restricting through truck traffic on Hamby Road for dual-wheel pickup trucks and/or vehicles with greater than 6 wheels. The Ordinance permits small delivery trucks such as UPS/FedEx to operate without restriction and will not create issues with residents that drive dual-wheel pickup trucks.

Attached is an illustration of the restriction along Hamby Dr.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends approval of the Ordinance on second reading

ATTACHMENTS

Ordinance
Illustration of restriction along Hamby Dr.

ORDINANCE NUMBER _____ - 2022

AN ORDINANCE AMENDING CHAPTER 38 OF THE CITY OF MAULDIN CODE OF ORDINANCES (“TRAFFIC AND VEHICLES”) TO ADD A NEW ARTICLE REGULATING THE OPERATION OF CERTAIN TRUCKS ON DESIGNATED STREETS IN THE CITY AND OTHER MATTERS RELATED THERETO

WHEREAS, §56-5-4220 of the South Carolina Code of Laws provides that municipalities may establish certain traffic limitations pertaining to state highways, upon approval of the South Carolina Department of Transportation (“SCDOT”); and,

WHEREAS, the City of Mauldin seeks to regulate through truck traffic on certain state highways within the City limits, upon approval of the SCDOT; and,

WHEREAS, there has been an increasing number of heavy-duty trucks traveling on Hamby Drive, a road within the city limits of Mauldin that is owned and maintained by the SCDOT; and,

WHEREAS, the City has obtained preliminary approval of the SCDOT to prohibit certain trucks on Hamby Drive as required by S.C. Code §56-5-4220.

NOW THEREFORE BE IT ORDAINED by the Mayor and City Council of the City of Mauldin, South Carolina, in council assembled and by the authority thereof that the Mauldin Municipal Code be amended by adding Article VI (“Through Truck Routes”) to Chapter 38 (“Traffic and Vehicles”) as follows:

Section 1.

ARTICLE VI. – THROUGH TRUCK ROUTES

Sec. 38-172. – Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Person means any individual, or agent, servant, employee, or owner of a corporation or other business entity, driving or operating a truck, as defined in this section, within the City of Mauldin.

Truck means a truck with more than six (6) wheels and does not apply to delivery trucks such as UPS or Fedex or with dual-wheel pickup trucks.

No Through Truck Route means certain streets as designated by appropriate signage by the City Administrator with approval of the South Carolina Department of Transportation for No Through Truck Traffic.

Sec. 38-173. - Observance of Truck Routes required; exceptions.

(a) No person shall operate a truck over and along a NoThrough Truck Route established pursuant to this article unless otherwise provided herein. The following routes shall be designated as no through truck routes:

1. SC Road S-325 (Hamby Drive) as shown on the map attached hereto as Exhibit "A" along with the location of the "Thru Trucks Prohibited" Signs designated as R5-2B-24 as shown on Exhibit "A".

(b) Future additions or modifications to the no through truck routes may be established by Resolution approved by City Council.

(c) This article does not prohibit the operation of a truck making pickups, deliveries, or which have other specific business to a location on a designated route provided that the driver can show proof of said business through documentation.

Sec. 38-174. - Installation of signs.

The Director of Public Works shall cause the No Through Truck routes to be clearly posted, and is hereby authorized to install appropriate signs along designated streets to control Through Truck operations in accordance with the provisions of this article. Signs shall be approved by the South Carolina Department of Transportation. The signs may use the term "thru" in lieu of "through."

Sec. 38-175. - Penalty

Violations of this Article are punishable by a fine of not more than \$200.00 or imprisonment for not more than 10 days or both.

Section 2. Severability

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

Section 3. This ordinance shall become effective upon and after its final passage.

Passed on First Reading: _____

Passed on Second Reading _____

CITY OF MAULDIN, SOUTH CAROLINA

BY: _____
Terry Merritt, Mayor

ATTEST:

Cindy Miller, Municipal Clerk

APPROVED AS TO FORM:

City Attorney



823-325 - NO THRU TRUCKS



CITY COUNCIL AGENDA ITEM

MEETING DATE: February 21, 2022

AGENDA ITEM: 8a

TO: City Council

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

SUBJECT: Annexation of 220 Fowler Circle

AUTHORIZED REP(S):	Zenith Real Estate
OWNER(S):	Zenith Holdings LLC
TAX MAP #(S):	M007.03-01-010.01
LOCATION:	220 Fowler Circle
CURRENT ZONING:	R-S (County)
REQUESTED ZONING:	R-15, Residential
SIZE OF PROPERTY:	Approx. 10.77 acres
CONTIGUITY:	This tract touches the corner of Sunset Park (diagonally across the street) located in the City of Mauldin.

REQUEST

The City of Mauldin has received a signed petition requesting the annexation of a tract of land consisting of one parcel pursuant to South Carolina Code of Laws Section 5-3-150. This petition includes approximately 10 acres owned by Zenith Holdings LLC and is located at 220 Fowler Circle.

The applicant has requested that this tract be zoned R-15, Residential, upon annexation into the City of Mauldin. Zenith Real Estate anticipates developing this property for 28 detached single-family homes with a starting sales price of approximately \$450,000. The applicant expects that NewStyle Communities will be the builder for this project and would establish an age-targeted community for adults ages 55 and up. NewStyle Communities provide maintenance-free all-brick homes. Maintenance of the homes and the community is paid for through the HOA.

BACKGROUND

Zenith Real Estate previously filed an annexation petition for this property signed by the former property owners. At that time Zenith Real Estate requested the property be zoned R-M1 and they expected to develop the property for 50-80 townhomes.

On November 15, 2021, the City Council voted 6-1 to reject this annexation. Some of the concerns expressed at that time included:

- Concern about the City’s responsibility for maintaining and operation a sewer lift station
- Concern about the amount of fees that may need to be levied on property owners to support the ongoing maintenance of the lift station
- Confusion about whether the lift station would serve additional development projects
- Concern about stormwater issues
- Opposition from neighboring property owners along Fowler Circle
- Concern about the fit of townhomes among the adjacent properties along Fowler Circle

UTILITIES AND SERVICES

Sewer is not presently available at this property. Zenith Real Estate expects to construct a new sewer line from W. Butler Road via Rose Circle that will connect to the rear of this property. Due to the topography of the site in relation to the existing sewer line, a lift station will also be needed. There has been no study yet to determine the fee that may need to be levied on the future homeowners in order to be able to support the ongoing costs associated with a lift station.

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 2.9 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. This tract is next to the edge of an area designated for medium-density residential.

Surrounding Development/Zoning

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

Direction	Zoning District(s)	Existing Use(s)
North	R-S (County)	Rural residential
South	R-S (County)	Rural residential
East	R-S (County)	Rural residential
West	R-S (County) / R-M1 (City)	Rural residential / Undeveloped

Property Values

The homes in this project are projected to sell at a price starting at \$450,000. Aside from rural residential properties, the only single-family housing development in close proximity to this tract is the Parkside Villas immediately adjacent to Sunset Park. This range will be above the average price of home sales in Parkside Villas over the last couple of years. See below.

Community	2019		2020		2021	
	No. of Sales	Avg. Price	No. of Sales	Avg. Price	No. of Sales	Avg. Price
Parkside Villas	1	\$164,000	3	\$160,633	6	\$186,966

TIMELINE

On January 21, 2022, staff received a new signed petition for the annexation of this tract.

On February 7, 2022, the Building Codes Committee voted, 3-0, to forward this matter to the City Council with a recommendation of approval.

FISCAL IMPACT

This development is expected to include 28 homes with a selling price starting at \$450,000. The City of Mauldin anticipates owning and maintaining the new streets and the sewer lines and lift station.

City staff project that this development will generate an annual revenue of approximately \$38,000 to \$40,000. The primary annual source of revenue will be real property taxes (approximately \$30,000). Other annual sources of revenue include franchise fees (approximately \$3,500), personal property taxes (approximately \$1,500), State aid to subdivisions (approximately \$1,200), sewer maintenance fees (approximately \$2,000), and other marginal revenues such as homestead exemption reimbursement, permit fees, recreation fees, and trash and recycle container sales.

City staff projects that the cost of providing services to this development of approximately \$32,000 to \$34,000 annually. This does not include the costs of maintaining the sewer lift station which be associated with a separate fee levied on the property owners within this development project.

ATTACHMENTS

Annexation Ordinance (maps and petitions attached therein)
Preliminary Subdivision Layout
Sewer Plan

ORDINANCE ____-2022

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY ZENITH HOLDINGS, LLC, AND LOCATED AT 220 FOWLER CIRCLE (TAX MAP PARCEL: M007.03-01-010.01) BY ONE HUNDRED PERCENT PETITION METHOD; AND TO ESTABLISH A ZONING CLASSIFICATION OF R-15, RESIDENTIAL, FOR SAID PROPERTY

WHEREAS, Zenith Holdings, LLC, the sole owner of record title of a parcel of real property containing 10.77 acres, more or less, located at 220 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 Zenith Holdings, LLC, requesting that the aforementioned property 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, Zenith Holdings, LLC, constitute 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 real property owned by Zenith Holdings, 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 Fowler Circle 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 owned is hereby zoned R-15, Residential.

Terry Merritt, Mayor

ATTEST:

Cindy Miller, Municipal Clerk

First Reading: _____

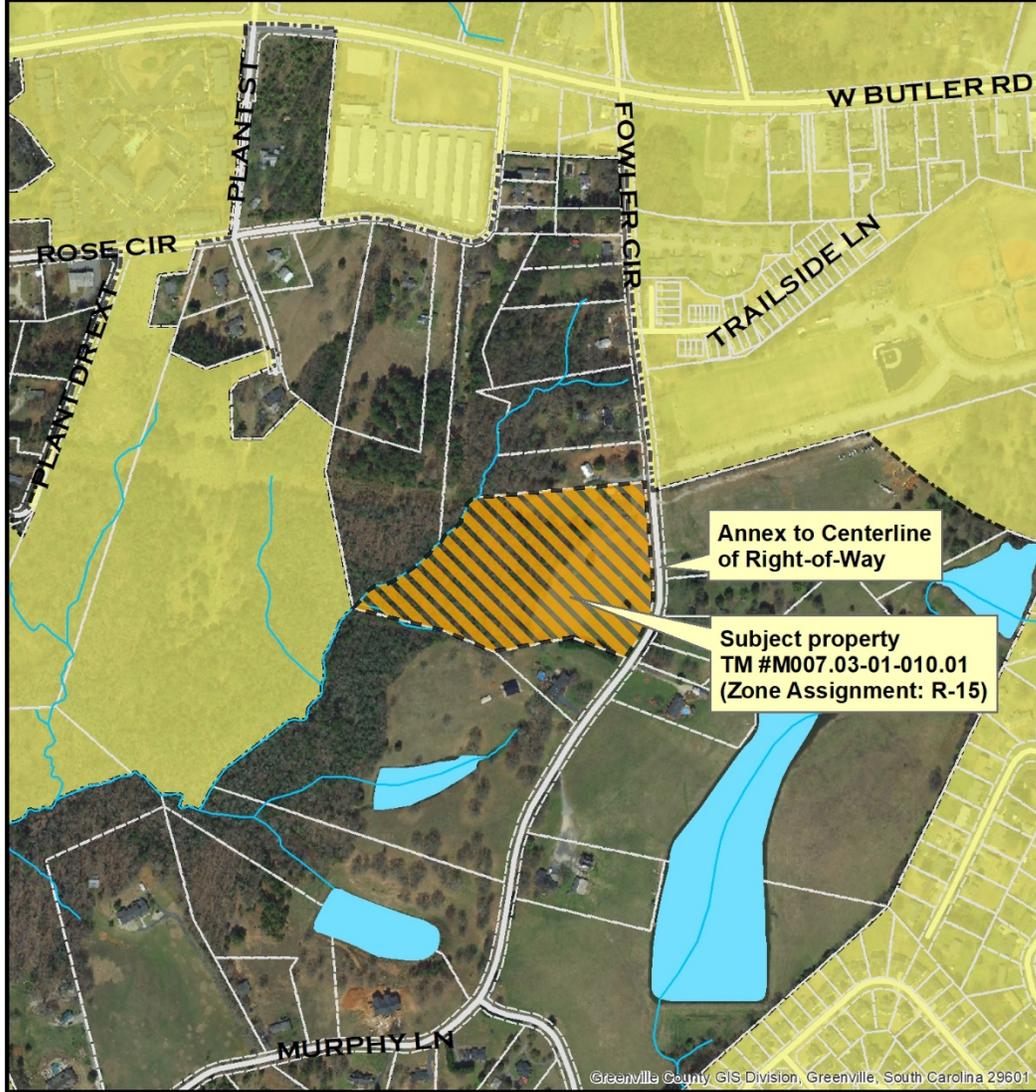
Second Reading: _____

Approved as to Form:

City Attorney

EXHIBIT 1 – ANNEXATION MAP

220 Fowler Circle Annexation Map



Legend

-  Subject Property
-  Mauldin City Limits




0 500 Feet

Created on February 2, 2022

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EXHIBIT 2 – PETITION

DocuSign Envelope ID: 87C8B4B4-7800-443F-AA8B-0E195EB61068

PETITION FOR ANNEXATION OF REAL PROPERTY OWNED BY ZENITH HOLDINGS, LLC, AND LOCATED AT 220 FOWLER CIRCLE (TAX MAP #M007.03-01-010.01) INTO THE CITY OF MAULDIN BY ONE HUNDRED PERCENT (100%) METHOD

Petitioner, Zenith Holdings, 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 10.77 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 their property consisting of 10.77 acres, which is contiguous to the City of Mauldin, into the corporate limits of the City of Mauldin. Petitioner also hereby petitions 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 21st day of January, 2022, 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 R-15, Residential, as depicted in Exhibit C attached hereto.

January 21, 2022
Date

ZENITH HOLDINGS, LLC

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

By: josiah pott
407815866FDA45D

Name: josiah pott

Title: Managing Member / Owner

DocuSigned by:
James Colton Miller
7BB93E5F6A44470
Witness

DocuSigned by:
Christian Balsiger
4EEFEC300CE4410
Witness

EXHIBIT A

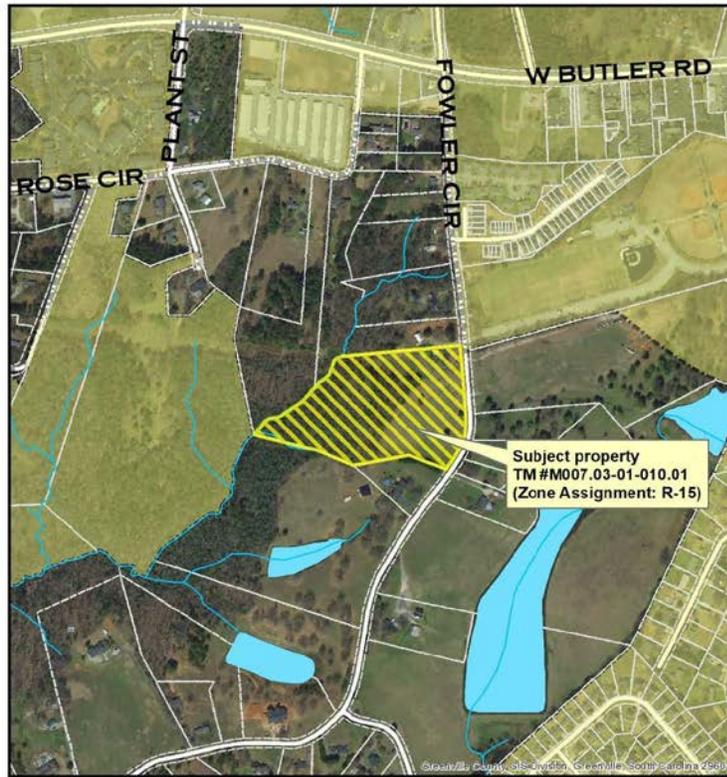
PROPERTY DESCRIPTION

All that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being shown on plat of survey for J. W. Coates by C. O. Riddle, Surveyor, September 23, 1959, beginning at an iron pin located on the Westerly side of a County Road, near a point where a power line begins crossing the lands of J. W. Coates, and running thence South 84-10 West 175 feet to iron pin, thence North 5-50 West 150 feet to iron pin, thence North 84-10 East 175 feet to iron pin on the Westerly side of said County road, thence along the edge of said County Road South 5-50 East to the beginning.

TAX MAP #M007.03-01-010.01

EXHIBIT B

PROPERTY MAP



Legend

-  Subject Property
-  Mauldin City Limits

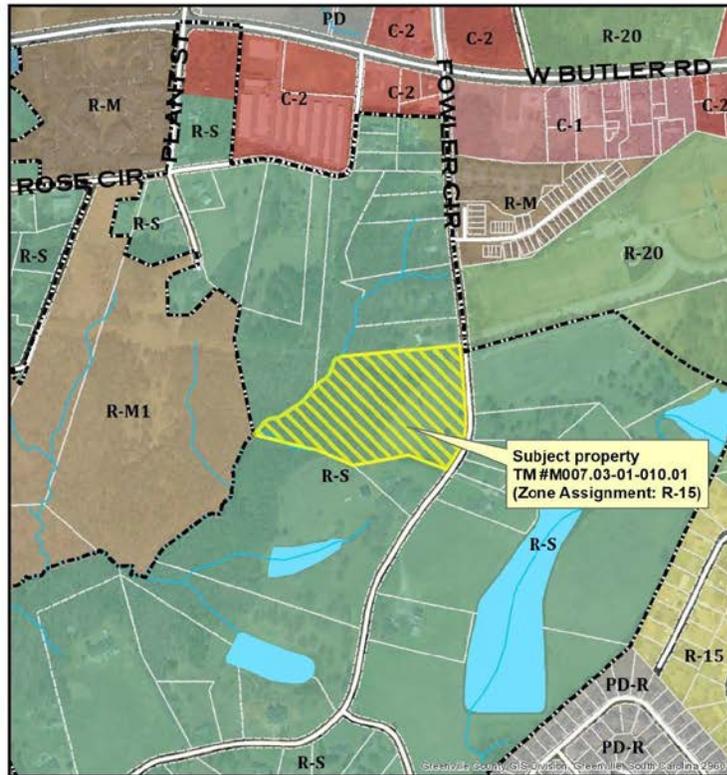


0 600 Feet

Created on January 21, 2022
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EXHIBIT C

ZONING MAP



Legend

- Subject Property
- Mauldin City Limits

N

0 600 Feet

Created on January 21, 2022

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REVISIONS

NO.	DATE	DESCRIPTION	BY

LEGEND

PRELIMINARY
- NOT FOR CONSTRUCTION

**ZENITH
 ROSE @
 PARK**
 SOUTH CAROLINA
 CONCEPTUAL
 PLAN

PROJECT NO.	1200000000
DATE	12/01/2020
SCALE	AS SHOWN
DRAWN BY	ADP
CHECKED BY	ADP
DATE	12/01/2020
PROJECT NO.	1200000000
DATE	12/01/2020
SCALE	AS SHOWN
DRAWN BY	ADP
CHECKED BY	ADP
DATE	12/01/2020

CP-1 1 of 1

CITY COUNCIL AGENDA ITEM

MEETING DATE: February 21, 2022

AGENDA ITEM: 8b

TO: City Council

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

SUBJECT: Annexation of 110 Rose Circle

AUTHORIZED REP(S): Zenith Real Estate

OWNER(S): **David & Karen Cumbia**

TAX MAP #(S): M013.02-01-014.00
M013.02-01-014.01

LOCATION: 110 Rose Circle

CURRENT ZONING: R-S (County)

REQUESTED ZONING: R-12, Residential

SIZE OF PROPERTY: Approx. 11.6 acres

CONTIGUITY: This tract touches the Planters Crossing property on Plant Street Extension and is also adjacent to the Midgard Reliant Self-Storage facility on W. Butler Road located in the City of Mauldin.

REQUEST

The City of Mauldin has received a signed petition requesting the annexation of a tract of land consisting of two parcels pursuant to South Carolina Code of Laws Section 5-3-150. This petition includes approximately 11.6 acres owned by David & Karen Cumbia and is located at 110 Rose Circle.

The applicant has requested that this tract be zoned R-12, Residential, upon annexation into the City of Mauldin. (Note: The applicant originally requested the tract be zoned R-M1 but has since amended their request.) Zenith Real Estate has this property under contract for purchase. Zenith Real Estate anticipates developing this property for 34 detached single-family homes with a starting sales price of approximately \$450,000 (this is up from the 32 homes that would sell in the \$300,000s as was reported in November). The applicant expects that NewStyle Communities will be the builder for this project and would establish an age-targeted community for adults ages 55 and up. NewStyle Communities provide maintenance-free all-brick homes. Maintenance of the homes and the community is paid for through the HOA.

BACKGROUND

This annexation was introduced to the Building Codes Committee on November 1, 2021. The annexation was held in committee while the City awaited the outcome of the annexation petition at 220 Fowler Circle, which is also a Zenith Real Estate project.

At the February 7, 2022, Building Codes Committee meeting, the applicant amended the request for the zoning of this property from R-M1 to R-12. The reason for this amendment is that the R-12 allows the applicant to develop this property according to their plans while prohibiting higher density residential uses that might be cause for concern.

UTILITIES AND SERVICES

Sewer is not presently available at this property. Zenith Real Estate expects to construct a new sewer line from W. Butler Road via Rose Circle that will connect to this property. Due to the topography of the site in relation to the existing sewer line, a lift station will also be needed. There has been no study yet to determine the fee that may need to be levied on the future homeowners in order to be able to support the ongoing costs associated with a lift station. This lift station would be shared with their proposed development at 220 Fowler Circle.

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-12 District

The R-12 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 12,000-square foot lot (comparable density of 3.6 units per acre)

Comprehensive Plan Analysis

The designation of this tract in the Future Land Use Map of the Comprehensive Plan calls for multi-family residential including apartments, condominiums, and duplexes. The intended development of this tract by Zenith Real Estate is a lower density than what is designated in the Comprehensive Plan.

Surrounding Development/Zoning

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

Direction	Zoning District(s)	Existing Use(s)
North	C-2 (City)	Self-storage facility
South	R-S (County) (R-M1 pending annexation by City)	Rural residential (Townhome development proposed for pending annexation by City)
East	R-S (County)	Rural residential
West	R-S (County) / R-M1 (City)	Rural residential / Undeveloped

Property Values

The homes in this project are projected to sell at a price starting at \$450,000. Aside from rural residential properties, there are no other existing residential development projects or communities in the vicinity of this tract aside from the Gleneagle Apartments at 1011 W. Butler Road.

TIMELINE

On September 30, 2021, staff received the signed petition for the annexation of this tract.

On November 1, 2021, the Building Codes Committee voted to hold this item in committee.

On February 7, 2022, the Building Codes Committee voted, 3-0, to forward this matter to the City Council with a recommendation of zoning this property R-12 upon annexation.

FISCAL IMPACT

This development is expected to include 34 homes with a selling price starting at \$450,000. The City of Mauldin anticipates owning and maintaining the new streets and the sewer lines and lift station.

City staff project that this development will generate an annual revenue of approximately \$46,000 to \$48,000. The primary annual source of revenue will be real property taxes (approximately \$36,000). Other annual sources of revenue include franchise fees (approximately \$4,000), personal property taxes (approximately \$2,000), State aid to subdivisions (approximately \$1,500), sewer maintenance fees (approximately \$2,500), and other marginal revenues such as homestead exemption reimbursement, permit fees, recreation fees, and trash and recycle container sales.

City staff projects that the cost of providing services to this development of approximately \$38,000 to \$40,000 annually. This does not include the costs of maintaining the sewer lift station which be associated with a separate fee levied on the property owners within this development project.

ATTACHMENTS

Annexation Ordinance (maps and petitions attached therein)
Preliminary Subdivision Layout

ORDINANCE ____-2022

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY DAVID M. CUMBIA AND KAREN G. CUMBIA, AND LOCATED AT 110 ROSE CIRCLE (TAX MAP PARCELS: M013.02-01-014.00 AND M013.02-01-014.01) BY ONE HUNDRED PERCENT PETITION METHOD; AND TO ESTABLISH A ZONING CLASSIFICATION OF R-12, RESIDENTIAL, FOR SAID PROPERTY

WHEREAS, David M. Cumbia and Karen G. Cumbia are the sole owner of record title of parcels of real property containing 11.6 acres, more or less, located at 110 Rose 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. Cumbia and Karen G. Cumbia requesting that the aforementioned property 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. Cumbia and Karen G. Cumbia constitute 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-12, 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 real property owned by David M. Cumbia and Karen G. Cumbia, 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 Rose Circle 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 owned is hereby zoned R-12, Residential.

Terry Merritt, Mayor

ATTEST:

Cindy Miller, Municipal Clerk

First Reading: _____

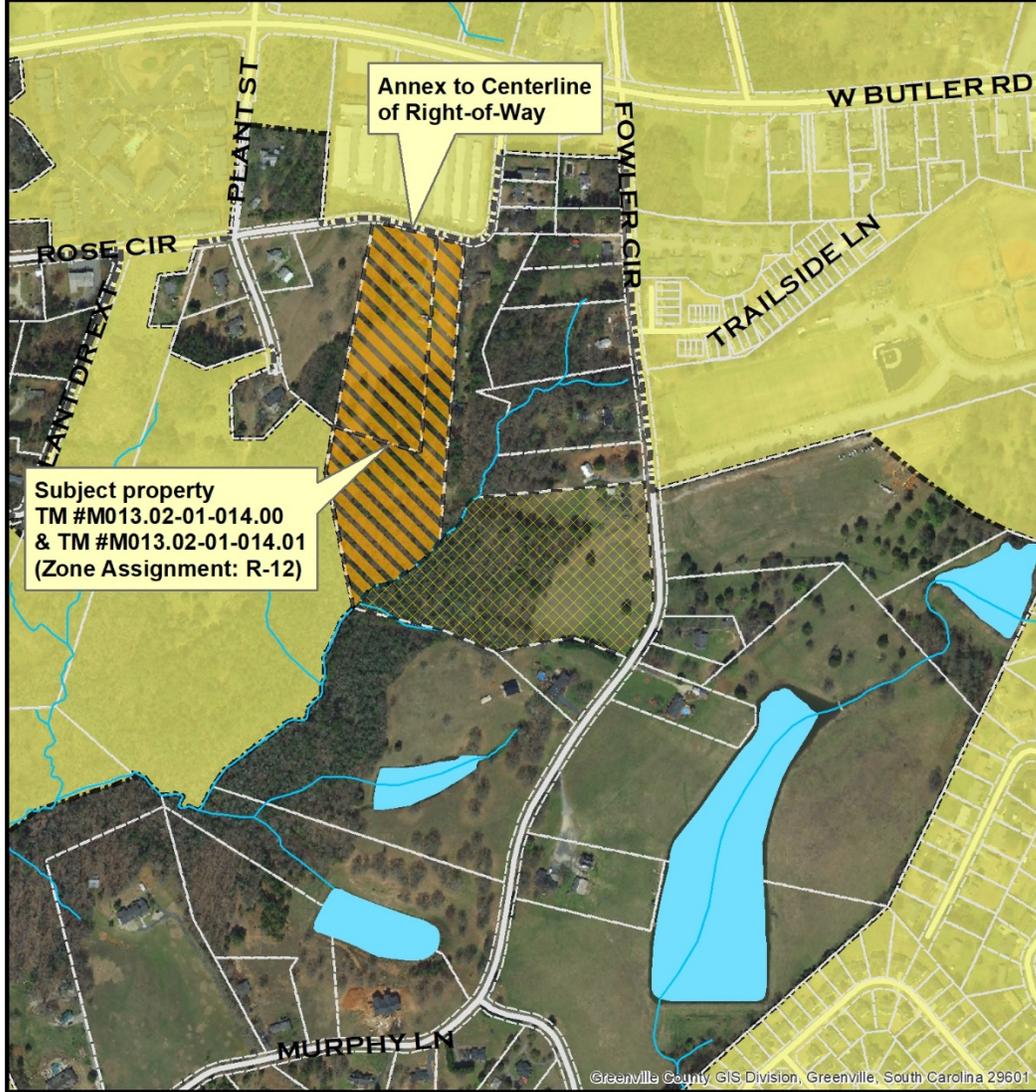
Second Reading: _____

Approved as to Form:

City Attorney

EXHIBIT 1 – ANNEXATION MAP

110 Rose Circle Annexation Map



Legend

-  Subject Property
-  Pending Annexation
-  MAULDIN




0 500 Feet

Created on October 26, 2021

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EXHIBIT 2 – PETITION

PETITION FOR ANNEXATION OF REAL PROPERTY OWNED BY DAVID M. CUMBIA AND KAREN G. CUMBIA, AND LOCATED AT 110 ROSE CIRCLE (TAX MAP #M013.02-01-014.00 AND #M013.02-01-014.01) INTO THE CITY OF MAULDIN BY ONE HUNDRED PERCENT (100%) METHOD

Petitioners, David M. Cumbia and Karen G. Cumbia, 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 two parcels of real property in Greenville County containing approximately 11.6± acres, more particularly described in the property description attached hereto marked as Exhibit A, and the Property Map attached hereto marked as Exhibit B.

Petitioners hereby petition to annex their property consisting of 11.6± 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-11~~ Residential, as depicted in Exhibit C attached hereto, on the Official Zoning Map of the City of Mauldin.

2-8-22
DC
R-12 KC 2/8/22

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 28th day of September, 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-11~~ Residential, as depicted in Exhibit C attached hereto.

R-12 DC 2-8-22
KC 2/8/22

9-28, 2021
Date

By: David M. Cumbia
David M. Cumbia

Karen G. Cumbia
Witness

Karen G. Cumbia
Karen G. Cumbia

David M. Cumbia
Witness

EXHIBIT A

PROPERTY DESCRIPTION

All that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being shown on plat entitled "Survey for David M. Cumbia and Karen G. Cumbia" (5.0± acres) by R. B. Bruce, RLS, dated December 11, 1985, as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 12-E at Page 62, reference being made hereto to said plat for the exact metes and bounds.

ALSO, all that piece parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being shown on plat entitled "Survey for David M. Cumbia and Karen G. Cumbia" (6.6± acres) by R. B. Bruce, RLS, dated December 11, 1985, as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 12-E at Page 63, reference being made hereto to said plat for the exact metes and bounds.

TAX MAP #M013.02-01-014.00 and #M013.02-01-014.01

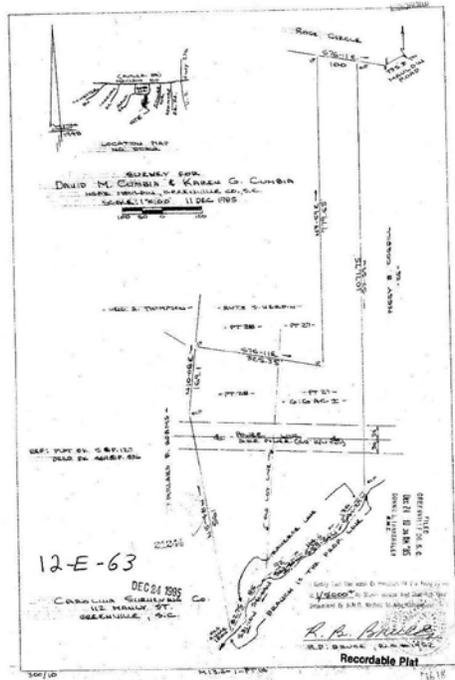
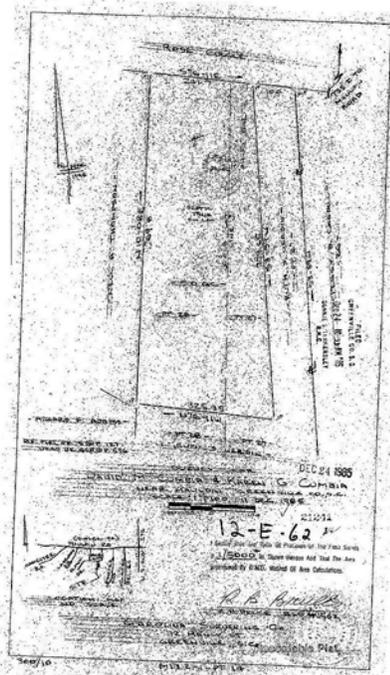
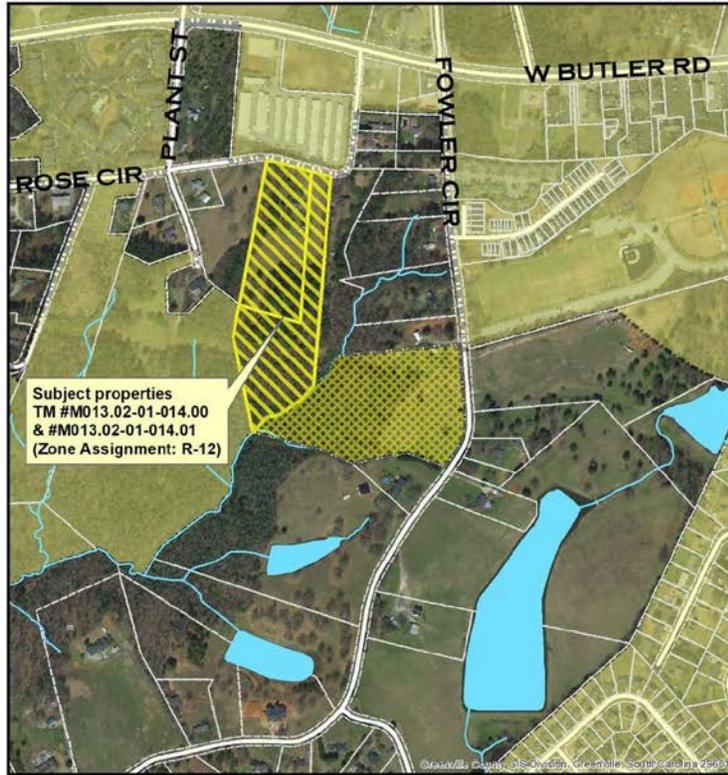


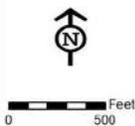
EXHIBIT B

PROPERTY MAP



Legend

- Subject Property
- Pending Annexation
- Mauldin City Limits



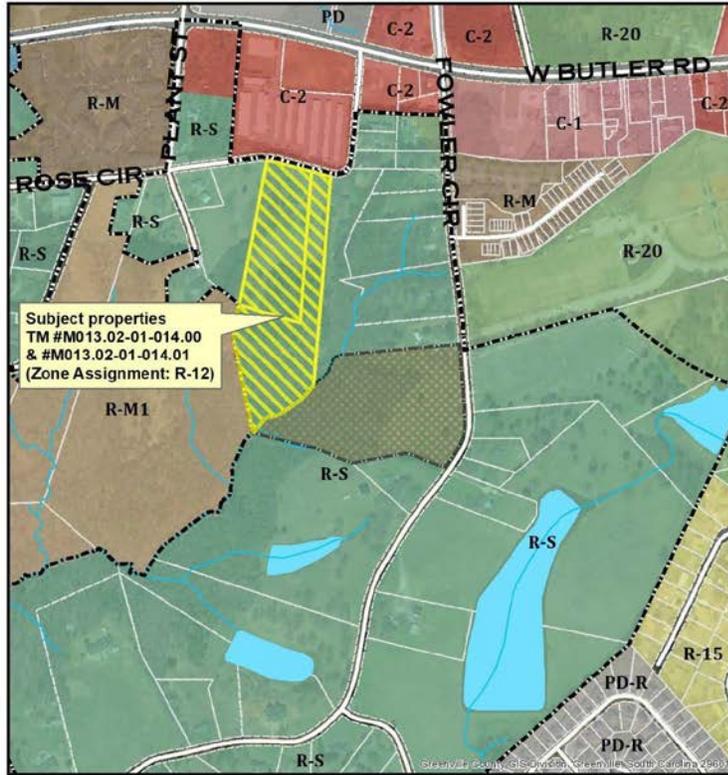
Created on September 27, 2021

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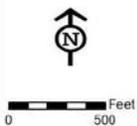
EXHIBIT C

ZONING MAP



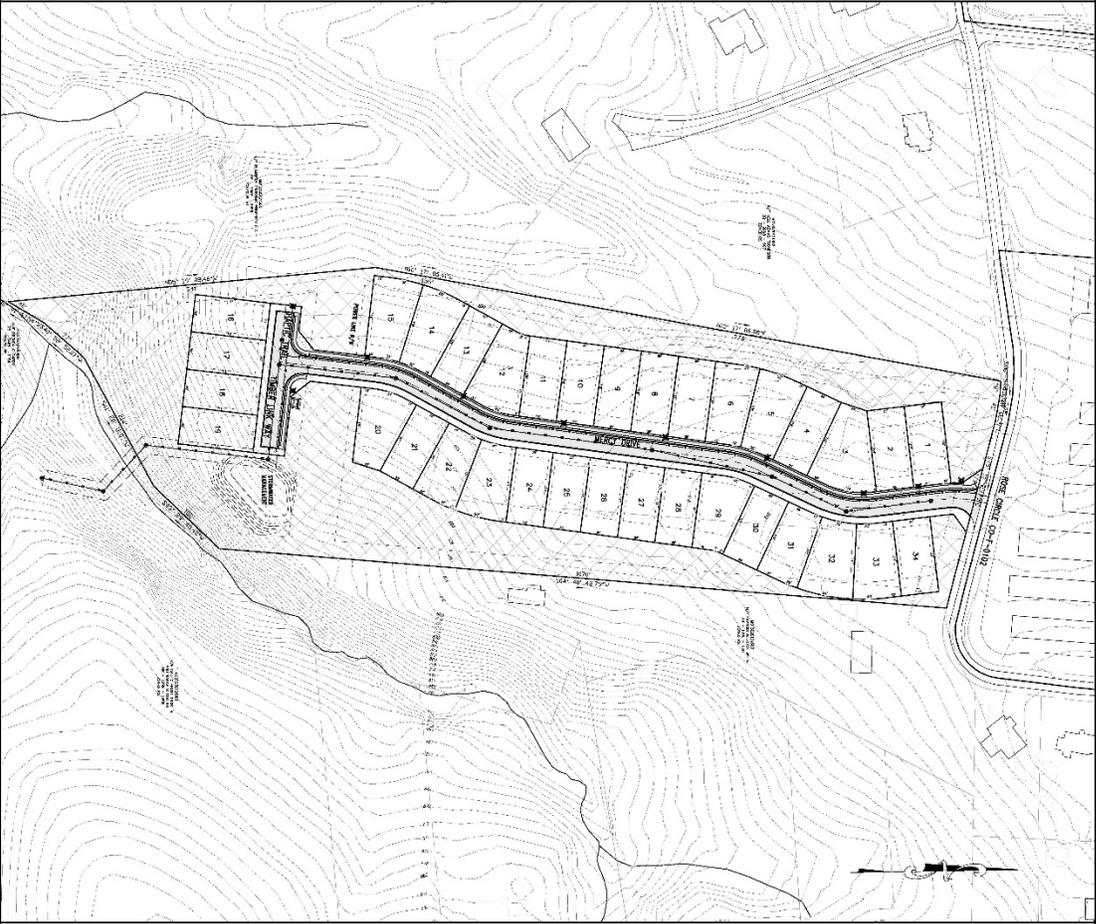
Legend

- Subject Property
- Pending Annexation
- Mauldin City Limits



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- NOTES:
1. THE SUBDIVISION BOUNDARY COORDINATES AND MONITORING POINTS ARE AS SHOWN ON THIS PLAN.
 2. THE PROPERTIES WILL BE BLENDED INTO ADJACENT AND ZONED RESIDENTIAL (R-10 OR SIMILAR) AND 4.5% SLACK IS PROVIDED FROM ALL EXISTING HIGHWAY LINES.
 3. ALL UTILITIES ARE SHOWN AS LOCATED ON THE RECORD PLANS FOR THE ADJACENT PROPERTIES.
 4. LOT STRENGTHS ARE PROVIDED FOR FRONT YARD, SIDE YARD, REAR YARD, FRONT AND REAR.
 5. ALL LOT STRENGTHS ARE APPROXIMATE.
 6. PUBLIC ROADS ARE SHOWN AS LOCATED ON THE RECORD PLANS FOR THE ADJACENT PROPERTIES.
 7. ALL PUBLIC ROADS ARE TO BE MAINTAINED AND NOT PART OF ANY ROAD, DRIVE AND OUTLET.
 8. ALL PUBLIC ROADS ARE TO BE MAINTAINED AND NOT PART OF ANY ROAD, DRIVE AND OUTLET.
 9. 5' SIDEWALKS PROVIDED ALONG THE PUBLIC ROAD.
 10. ALL SIDEWALKS ARE TO BE MAINTAINED AND NOT PART OF ANY ROAD, DRIVE AND OUTLET.
 11. 5' SIDEWALKS PROVIDED ALONG THE PUBLIC ROAD.
 12. ALL SIDEWALKS ARE TO BE MAINTAINED AND NOT PART OF ANY ROAD, DRIVE AND OUTLET.
 13. PUBLIC UTILITIES ARE SHOWN AS LOCATED ON THE RECORD PLANS FOR THE ADJACENT PROPERTIES.
 14. ELECTRICAL SERVICE TO EACH LOT SHALL BE PROVIDED BY EACH POWER POLE AND SHALL BE PROVIDED BY THE UTILITY COMPANY.
 15. SEWER SERVICE TO EACH LOT SHALL BE PROVIDED BY EACH POWER POLE AND SHALL BE PROVIDED BY THE UTILITY COMPANY.
 16. WATER SERVICE TO EACH LOT SHALL BE PROVIDED BY EACH POWER POLE AND SHALL BE PROVIDED BY THE UTILITY COMPANY.
 17. GAS SERVICE TO EACH LOT SHALL BE PROVIDED BY EACH POWER POLE AND SHALL BE PROVIDED BY THE UTILITY COMPANY.
 18. TELEPHONE SERVICE TO EACH LOT SHALL BE PROVIDED BY EACH POWER POLE AND SHALL BE PROVIDED BY THE UTILITY COMPANY.
 19. ALL UTILITIES ARE TO BE PROVIDED BY THE UTILITY COMPANY.
 20. THE SUBDIVISION BOUNDARY COORDINATES AND MONITORING POINTS ARE AS SHOWN ON THIS PLAN.
 21. THE PROPERTIES WILL BE BLENDED INTO ADJACENT AND ZONED RESIDENTIAL (R-10 OR SIMILAR) AND 4.5% SLACK IS PROVIDED FROM ALL EXISTING HIGHWAY LINES.
 22. ALL UTILITIES ARE SHOWN AS LOCATED ON THE RECORD PLANS FOR THE ADJACENT PROPERTIES.
 23. LOT STRENGTHS ARE PROVIDED FOR FRONT YARD, SIDE YARD, REAR YARD, FRONT AND REAR.
 24. ALL LOT STRENGTHS ARE APPROXIMATE.
 25. PUBLIC ROADS ARE SHOWN AS LOCATED ON THE RECORD PLANS FOR THE ADJACENT PROPERTIES.
 26. ALL PUBLIC ROADS ARE TO BE MAINTAINED AND NOT PART OF ANY ROAD, DRIVE AND OUTLET.
 27. ALL PUBLIC ROADS ARE TO BE MAINTAINED AND NOT PART OF ANY ROAD, DRIVE AND OUTLET.
 28. 5' SIDEWALKS PROVIDED ALONG THE PUBLIC ROAD.
 29. ALL SIDEWALKS ARE TO BE MAINTAINED AND NOT PART OF ANY ROAD, DRIVE AND OUTLET.
 30. 5' SIDEWALKS PROVIDED ALONG THE PUBLIC ROAD.
 31. ALL SIDEWALKS ARE TO BE MAINTAINED AND NOT PART OF ANY ROAD, DRIVE AND OUTLET.
 32. PUBLIC UTILITIES ARE SHOWN AS LOCATED ON THE RECORD PLANS FOR THE ADJACENT PROPERTIES.
 33. ELECTRICAL SERVICE TO EACH LOT SHALL BE PROVIDED BY EACH POWER POLE AND SHALL BE PROVIDED BY THE UTILITY COMPANY.
 34. SEWER SERVICE TO EACH LOT SHALL BE PROVIDED BY EACH POWER POLE AND SHALL BE PROVIDED BY THE UTILITY COMPANY.
 35. WATER SERVICE TO EACH LOT SHALL BE PROVIDED BY EACH POWER POLE AND SHALL BE PROVIDED BY THE UTILITY COMPANY.
 36. GAS SERVICE TO EACH LOT SHALL BE PROVIDED BY EACH POWER POLE AND SHALL BE PROVIDED BY THE UTILITY COMPANY.
 37. TELEPHONE SERVICE TO EACH LOT SHALL BE PROVIDED BY EACH POWER POLE AND SHALL BE PROVIDED BY THE UTILITY COMPANY.
 38. ALL UTILITIES ARE TO BE PROVIDED BY THE UTILITY COMPANY.

LOT INCORPORATION			
LOT	SQUARE FEET	LOT	SQUARE FEET
1	6,300	16	6,100
2	6,300	17	6,100
3	6,300	18	6,100
4	6,300	19	6,100
5	6,300	20	6,100
6	6,300	21	6,100
7	6,300	22	6,100
8	6,300	23	6,100
9	6,300	24	6,100
10	6,300	25	6,100
11	6,300	26	6,100
12	6,300	27	6,100
13	6,300	28	6,100
14	6,300	29	6,100
15	6,300	30	6,100
16	6,300	31	6,100
17	6,300	32	6,100
18	6,300	33	6,100
19	6,300	34	6,100



REVISIONS

NO.	DATE	DESCRIPTION
3	NOV. 26, 2021	ISSUED AS PER CLIENT
2	NOV. 17, 2021	RESUBMITTED TO GREENVILLE COUNTY
1	OCT. 15, 2021	SUBMITTED TO GREENVILLE COUNTY

PRELIMINARY PLAT

HAWK HAVEN

NEWSTYLE COMMUNITIES, INC.
 2125 SOUTHWOOD DRIVE
 GREENVILLE, SC 29615

ARBOR LAND DESIGN
 1118 COLONIAL CIRCLE (PUBLISHED)
 GREENVILLE, SC 29615

ARBOR LAND DESIGN, LLC
 1118 COLONIAL CIRCLE
 GREENVILLE, SC 29615

DATE: 10/14/2021
 DRAWN BY: JMS
 CHECKED BY: JMS
 SCALE: AS SHOWN

CITY COUNCIL

AGENDA ITEM SUMMARY

MEETING DATE: February 21, 2022
AGENDA ITEM: 8c

TO: City Council
FROM: City Administrator Brandon Madden
SUBJECT: Intergovernmental Agreement with MetroConnects

REQUEST

Approval of an intergovernmental agreement with MetroConnects regarding sewer service and annexation.

HISTORY/BACKGROUND

Periodically, the City annexes property into its jurisdictional boundaries that in some instances are developed for commercial, residential, and industrial projects. In some instances, the annexed properties are in the sewer service area of MetroConnects. Thus, the determination of the sewer provider (City of Mauldin or MetroConnects) for the developments is warranted.

ANALYSIS or STAFF FINDINGS

The attached intergovernmental agreement details the process by which the sewer service provider is determined when property is annexed into the City.

FISCAL IMPACT

This fiscal impact can be measured in terms of potential revenue loss and/or gain as a result of the City serving or not serving as the sewer service provider when property is annexed into the City.

RECOMMENDATION

Staff recommends approval of the intergovernmental agreement and ordinance.

ATTACHMENTS

Intergovernmental agreement and ordinance

**INTERGOVERNMENTAL AGREEMENT
REGARDING SEWER SERVICE AND ANNEXATION**

THIS INTERGOVERNMENTAL AGREEMENT REGARDING SEWER SERVICE AND ANNEXATION (the “Annexation Agreement”) is made and entered into as of this ___ day of _____, 2022 (the “Effective Date”) by and between **THE CITY OF MAULDIN, SOUTH CAROLINA**, a municipal corporation existing under the laws of the State of South Carolina (the “City”) and **METROPOLITAN SEWER SUBDISTRICT**, a special purpose district, organized and existing under the laws of the State of South Carolina (“Metropolitan”).

RECITALS:

A. Metropolitan owns the Metropolitan System (as defined below) providing sanitary sewer collection service within the Metropolitan Boundaries (as defined below), as established pursuant to Act No. 687 of 1969, as amended, as subsequently adjusted pursuant to South Carolina law (the “Enabling Act”). In connection with its operations, Metropolitan issued its Sewer System Revenue Bond, Series 2019 (the “2019 Bond”), dated December 17, 2019, that is guaranteed by the United States Department of Agriculture, Rural Development and secured by a pledge of and lien upon the revenues of the System. In connection with the 2019 Bond, Metropolitan is subject to the rights and protections under 7 U.S.C. § 1926(b), which prevent any curtailment of the Metropolitan service territory due to annexation.

B. The City has periodically annexed certain properties within the Metropolitan Boundaries to which Metropolitan is authorized to provide Metropolitan Services under the Enabling Legislation. The City and Metropolitan have not previously entered into a plan pursuant to Sections 5-3-310 through 5-3-315 of the Code of Laws of South Carolina 1976, as amended (the “Annexation Statutes”), which is required in order for the City to displace Metropolitan as the sanitary sewer collection service provider within the Metropolitan Boundaries and remove such properties from the Metropolitan Boundaries.

C. Recognizing Metropolitan’s rights and protections under 7 U.S.C. § 1926(b), Metropolitan and the City desire to enter into this Annexation Agreement to establish a clear understanding regarding the provision of sanitary sewer collection services to properties within the Metropolitan Boundaries that are annexed into the corporate limits of the City. Metropolitan and the City further desire that this Annexation Agreement serve as an annexation plan pursuant to the Annexation Statutes, pursuant to which the City and Metropolitan may provide sanitary sewer collection services with respect to certain properties within the Metropolitan Boundaries.

NOW, THEREFORE, and in consideration of the premises set forth in the recitals above, and the mutual covenants and obligations contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and Metropolitan agree as follows:

1. Definitions. In addition to any words and terms elsewhere defined in this Annexation Agreement, the following words and terms as used in this Annexation Agreement shall have the following meanings unless some other meaning is plainly intended:

“City Limits” means the corporate boundaries of the City, as they may be expanded through annexation or otherwise over time.

“City System” means the system of Sanitary Sewer Collection Lines and appurtenances connected thereto that are owned and operated by the City, which shall include those Sanitary Sewer Collection Lines and appurtenances existing as of the Effective Date of this Annexation Agreement and those installed, constructed, modified, improved, or replaced thereafter.

“Metropolitan Boundaries” means the area in which Metropolitan is authorized to provide the Metropolitan Services pursuant to the Enabling Legislation, as such area may have been modified or may be further modified from time to time in accordance with South Carolina law.

“Metropolitan Customer” means any Greenville County property that receives Sewer Service from Metropolitan or is located within the current, future or former boundaries of Metropolitan.

“Metropolitan Policies” means those policies, procedures, practices, standards, capacity requirements, permitting procedures, regulations, and other requirements for connection to the Metropolitan System or the provision of Metropolitan Service, as adopted by Metropolitan and as they may be supplemented or amended from time to time.

“Metropolitan Service” means the collection of sewage and the transmission by and through the Metropolitan System to the ReWa System.

“Metropolitan System” means the system of Sanitary Sewer Collection Lines and appurtenances connected thereto that are owned and operated by Metropolitan, which shall include those Sanitary Sewer Collection Lines and appurtenances existing as of the Effective Date of this Annexation Agreement and those installed, constructed, modified, improved, or replaced thereafter.

“Metropolitan User Charge” means, as for each Metropolitan Customer, a monthly fixed service charge and volumetric flow charge based on water consumption in the amount equal to the charge that would be applicable to such Metropolitan Customer based upon the schedule of Metropolitan User Charges established by Metropolitan from time to time.

“ReWa System” means the system of Sanitary Sewer Collection Trunk Lines and appurtenances thereto that are owned and operated by Renewable Water Resources, or any successor entity.

“Sanitary Sewer Collection Line” means any lateral or collection line used for the purposes of collecting and transmitting sanitary sewage.

“Sewer Service” means the collection of sewage and the transmission by and through the Metropolitan System or the City System, as applicable, to the ReWa System.

2. Determination of Sewer Service Provider. When the City determines that a property will be annexed into the City and that property is currently within the Metropolitan Boundaries, the City shall provide Metropolitan with written notice immediately after the property is annexed along with a copy of the annexation ordinance. Metropolitan and the City shall thereafter determine which entity shall provide Sewer Service to the subject property, which determination shall be made based upon the following factors: (i) if customers located on the subject property are then currently provided with Sewer Service by the City, the City shall continue to be the Sewer Service provider; (ii) if customers located on the subject property are then currently provided with Sewer Service by Metropolitan, Metropolitan shall continue to be the Sewer Service provider; (iii) if the subject property is then unserved by the City or Metropolitan and, through the application of best engineering practices and the lowest cost to connect such property to Sanitary Sewer Collection Lines, the Sanitary Sewer Collection Line serving the subject property would connect directly to the City System, the City may elect to provide Sewer Service to the subject property; and (iv) in all other instances Metropolitan may elect to provide Sewer Service to the subject property pursuant to the Metropolitan Policies. If either the City or Metropolitan declines in writing to provide Sewer Service to any property pursuant to clauses (iii) or (iv) of the preceding sentence, respectively, the other party may elect to provide Sewer Service to such property. In no case shall any provision of this Annexation Agreement be construed as creating an obligation of either party to provide Sewer Service to any property or customer.

3. Standards for New Connections and Development within Annexed Areas. The City hereby acknowledges and agrees that all new connections and development for property annexed into the City that will receive Sewer Service from Metropolitan shall be subject to the then current Metropolitan Policies. In connection therewith, City shall not issue any sewer connection permits for property that will connect to the Metropolitan System. The City will adopt appropriate procedures to prevent the issuance of any such sewer connection permits.

4. Default and Dispute Resolution. In the event either party determines the other party has failed to comply with the terms and conditions of this Annexation Agreement, such party shall provide written notice on non-compliance to the other party providing with reasonable specificity the facts which show non-compliance. The party on notice shall have thirty (30) days within which to (i) identify, in writing, the course of action it shall take to come into compliance and the time period within which such course of action shall be executed, or (ii) refute with reasonable specificity the noticing party’s statement on non-compliance. The noticing party shall then have thirty (30) days within which to accept the response or to engage the party on notice in negotiation. By mutual written consent the parties may extend the time period for negotiation or consideration of such matter. The resolution of any such matter in dispute shall be memorialized in writing by the parties. In the event that the parties are not able, pursuant to this Section 4, to arrive at a mutually agreeable resolution to any matter in dispute within time provided for therein, or any mutually agreed upon extension thereof, either party may invoke this provision of

mandatory mediation by delivering written notice to that effect to the other party by certified mail or hand delivery supported by affidavit of the delivering person. The parties shall mutually agree upon a mediator or, in the event the parties are unable to mutually agree upon a mediator, request the Administrative Judge for the Court of Common Pleas of Greenville County to make such a selection. The mediator shall convene a mediation session within fifteen days of the selection, or as soon thereafter as the mediator determines to be feasible and without undue delay. Any agreed upon resolution or method of compliance shall be reduced to writing and signed by the authorized officer of each party. Each party will pay one-half of the mediator's fee. In the event that the parties are unable to reach a mutually agreeable resolution through mediation, either party may seek any remedy available to such party, in law or equity, by filing an action in the Court of Common Pleas of Greenville County.

5. Service Calls. In the event that the City receives any service call related to a Metropolitan Customer or any portion of the Metropolitan System, the City shall immediately refer the caller to Metropolitan. Metropolitan shall respond to such call in the normal course of business. In the event that the Metropolitan System receives any service call related to a City customer or any portion of the City, the Metropolitan system shall immediately refer the caller to the City. The City shall respond to such call in the normal course of business.

6. Good Operating Condition of Sanitary Sewer Collection Lines. Metropolitan agrees to maintain the portions of the Metropolitan System located within the City Limits in good operating condition in accordance with engineering standards generally used within the sewer utility industry and in compliance with all appropriate regulatory agencies, including but not limited to, SCDHEC and the United States Environmental Protection Agency.

7. Recitals Pursuant to the Annexation Statutes.

(a) The provisions of this Annexation Agreement do not require the divestment by the City or Metropolitan of any asset, including any portion of the City System or the Metropolitan System, respectively.

(b) The parties acknowledge and agree that Metropolitan will not experience any loss of the revenues of the Metropolitan System by virtue of the City providing Sewer Service to the City Parcels, and therefore no payments are required pursuant to Section 5-3-312(3) of the Annexation Statutes. The parties further acknowledge and agree that Metropolitan will not experience any loss of the revenues of the Metropolitan System through the application of the factors set forth at Section 2 of this Annexation Agreement to determine the Sewer Service provider of any property to be annexed by the City, and therefore the parties do not anticipate that any payments pursuant to Section 5-3-312 of the Annexation Statutes will be required going forward.

(c) This Annexation Agreement does not contemplate the disconnection or reintegration of any portion of the Metropolitan System, therefore, the City has no responsibility pursuant to Section 5-3-312(4) of the Annexation Statutes to bear the cost of any such disconnection or reintegration.

(d) Metropolitan hereby represents that the provisions of this Annexation Agreement do not impair the rights of its bondholders; do not impair the statutory liens of bondholders on the Metropolitan System pursuant to Section 6-21-300 of the Code of Laws of South Carolina 1976, as amended; will not cause the acceleration of the requirement to repay any of its bonded indebtedness; and will not violate the conditions of any of its grants.

(e) The City hereby represents that the provisions of this Annexation Agreement do not impair the rights of its bondholders; do not impair the statutory liens of bondholders on the City System pursuant to Section 6-21-300 of the Code of Laws of South Carolina 1976, as amended; will not cause the acceleration of the requirement to repay any of its bonded indebtedness; and will not violate the conditions of any of its grants.

(f) The parties acknowledge and agree that the provisions of this Annexation Agreement will not require that the residents in the annexed area be taxed or assessed by both the City and Metropolitan for the provision of Sewer Service.

8. Term. The term of this Annexation Agreement shall commence as of the Effective Date and shall expire upon the date of the maturity, or redemption prior to maturity, of the Series 2019 Bond.

9. Authorization. Each of the parties hereto hereby represents and warrants that all appropriate action has been taken by their respective governing bodies to authorize the execution of and the performance of the obligations set forth in this Annexation Agreement and that the persons executing this Annexation Agreement on behalf of each party has been duly authorized to do so.

10. Third-Party Beneficiaries. This Annexation Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the parties and their respective successors and assigns. There shall be no third-party beneficiaries of this Annexation Agreement.

11. Entire Agreement and Modification. This Annexation Agreement constitutes the entire agreement between the parties. All prior representations and discussions have been merged into this document and no provision shall survive the execution of the Annexation Agreement unless it is contained herein. This Annexation Agreement may not be amended except in a writing with a document signed by both parties and with a formality of execution the same as this Annexation Agreement.

12. Severability. In the event any provision of this Annexation Agreement, or the actions taken to adopt this Annexation Agreement, are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13. Counterparts. This Annexation Agreement may be signed in counterparts by any one or more of the parties or signatories hereto, and each such counterpart shall be deemed an original and part of a single instrument for all purposes.

IN WITNESS WHEREOF, Metropolitan Sewer Subdistrict has caused this Annexation Agreement to be signed in its name by its duly authorized officers as of the date first hereinabove written.

**METROPOLITAN SEWER
SUBDISTRICT d/b/a
METROCONNECTS**

By: _____
Chairman, Board of Commissioners

ATTEST:

Secretary, Board of Commissioners

IN WITNESS WHEREOF, the City of Mauldin has caused this Annexation Agreement to be signed in its name by its duly authorized officers as of the date first hereinabove written.

**CITY OF MAULDIN, SOUTH
CAROLINA**

By: _____
Mayor

ATTEST:

By: _____
Clerk to City Council

107801607

ORDINANCE _____-2022

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE METROPOLITAN SEWER SUBDISTRICT AND
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

WHEREAS, the City of Mauldin (“City”) and the Metropolitan Sewer Subdistrict (“Metro”) both provide sewer service within and in the vicinity of the City; and,

WHEREAS, the City and Metro have never entered into a formal written Agreement to provide procedures to be followed to determine which entity will provide sewer service in this area; and,

WHEREAS, the parties have reached an Agreement addressing these matters, a copy of which is attached hereto (“Agreement”) establishing procedures to be followed when sewer service is needed; and,

WHEREAS, the Mayor and Council find and determine that the Agreement is in the best interests of the citizens and residents of the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL
AS FOLLOWS:**

1. The Mayor and Council hereby approve the Agreement attached to this Ordinance and hereby authorize the Mayor to execute the Agreement on behalf of the City of Mauldin.

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

Passed on First Reading: _____

Passed on Second Reading: _____

CITY OF MAULDIN, SOUTH CAROLINA

BY: _____

Terry Merritt, Mayor

ATTEST:

Cindy Miller, Municipal Clerk

APPROVED AS TO FORM:

City Attorney

CITY COUNCIL

AGENDA ITEM SUMMARY

MEETING DATE: February 21, 2022
AGENDA ITEM: 8d

TO: City Council
FROM: City Administrator Brandon Madden
SUBJECT: Guaranteed Maximum Price Amendment for Fire Station

REQUEST

Approval of the guaranteed maximum price (GMP) amendment for the construction of the Fire Station.

HISTORY/BACKGROUND

During the October 18, 2021 meeting, City Council approved the contract Cloverleaf Group, LLC to serve as the Construction Manager At Risk (CMAR) to provide preconstruction and construction services for the construction of a new Fire Station and Police Department Sub-station.

ANALYSIS or STAFF FINDINGS

The City's architectural firm, Stewart Cooper Newell (SCN), and Cloverleaf have developed a GMP for the construction of the new Fire Station and Police Department Sub-station.

The attached GMP is being presented for City Council approval. SCN and Cloverleaf will be in attendance to present the GMP and answer questions.

FISCAL IMPACT

The fiscal impact is the total cost of the GMP.

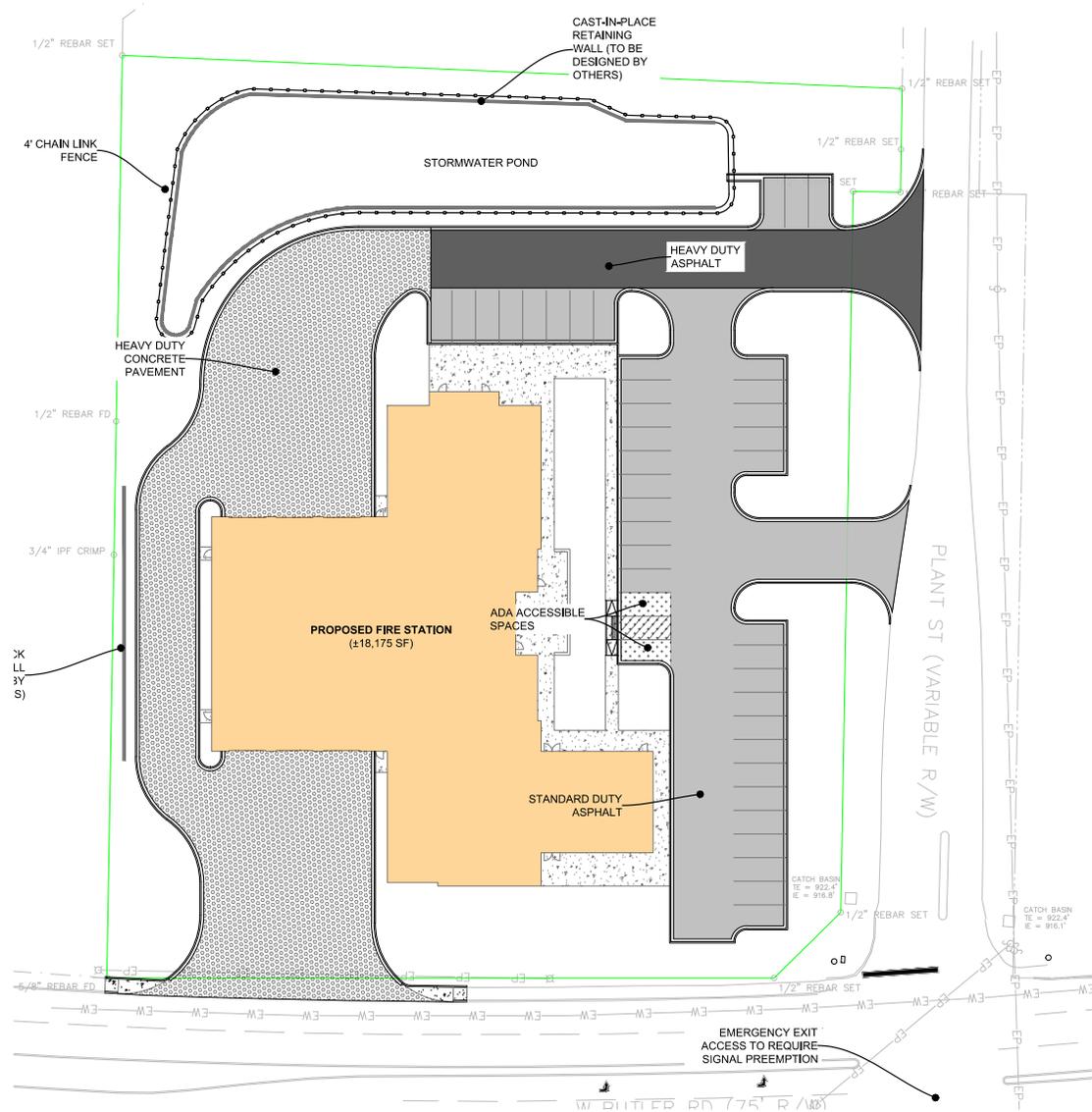
RECOMMENDATION

Staff recommends approval of the GMP.

ATTACHMENTS

GMP

CITY OF MAULDIN FIRE STATION HEADQUARTERS SITE PLAN



CITY OF MAULDIN FIRE STATION HEADQUARTERS FRONT ELEVATION



CITY OF MAULDIN FIRE STATION HEADQUARTERS PERSPECTIVE



CITY COUNCIL AGENDA ITEM

MEETING DATE: February 21, 2022
AGENDA ITEM: 8e

TO: City Council
FROM: Public Works Director Matthew Fleahman
SUBJECT: 122 Sunset Drive Stormwater Improvements

REQUEST

To inform the Council that a request has been made in accordance with City Ordinances Section 36-32(d) for Public Works to pipe a roadside ditch and request authorization to complete the construction project via approval of the attendant agreements.

HISTORY/BACKGROUND

Ms. Cindy Ward at 122 Sunset reached out the Public Works Department in the Fall of 2021 and requested that the roadside ditch be hand dug and opened back up. Street Division staff completed the work by hand digging approximately 440 linear feet of ditch line. In December 2021, Ms. Ward contacted the Department again and asked if the ditch could be piped. Department staff visited the site, took measurements, requested quotes on materials, and generated a proposal for Ms. Ward. On January 26, 2022 Ms. Ward reached out to the Department and asked to move forward with the project (Attached).

ANALYSIS or STAFF FINDINGS

Section 36-32(d) of the City Ordinances allows for the Public Works Department to pipe a roadside ditch for a resident, "provided that the affected property owner provides all necessary pipe, and catch basin materials on the site." For your convenience, a copy of this section is attached. The City issued a letter to the property owner on December 9, 2021 identifying the costs associated with piping both ditches (Sunset and Pinecrest Drive) as well as the cost to just pipe the ditch on Sunset Drive. Ms. Ward has selected to pipe both ditches. The City has performed similar work at other locations around the City and typically requires the resident to pay for the materials and execute a hold harmless agreement. In this project, all work will be completed within the City owned right of way, so no easement will be required.

TIMELINE

Once the materials are received and paid for, a hold harmless executed, an agreement executed, and a utility locate request called in, Public Works expects the work to last 5 to 7 working days.

RECOMMENDATION

Staff recommends the City Council approve the project and the attendant agreements.

ATTACHMENTS

Agreement

Correspondence with Ms. Ward

Cost Detail

State of South Carolina)
)
County of Greenville) **City Right-of-Way and Property**
 Roadside Ditch Agreement
 Tax Map No. M008010103000

This Agreement is entered into this ____ day of _____, 2022 by and between Cindy D. Ward and Douglas A. Ward (hereinafter “Landowners”) with an address of 122 Sunset Drive, Mauldin, SC 29662, the owners of property identified by Greenville County Tax Map No. M008010103000 (hereinafter “the Property”), and the City of Mauldin, a Municipal Corporation and political subdivision of the State of South Carolina (hereinafter referred to as City).

WHEREAS, the Landowners have requested that the roadside ditch along the Property be piped by the City; and,

WHEREAS, pursuant to Section 36-32(d) of the Mauldin City Code of Ordinances, “the City may provide labor, equipment and cover material to pipe roadside ditches on city roads, provided that the affected property owner provides all necessary pipe, and catch basin materials on the site, but if piping a roadside ditch on a city road or bridge will materially benefit the road or bridge, the city council may approve provision of the necessary materials at the city's expense”; and,

WHEREAS, the City issued a letter to the Landowners on December 9, 2021, attached hereto as a reference, identifying a cost of \$9,253.00 (Nine Thousand Two Hundred and Fifty-Three and 00/100ths Dollars) to provide the necessary pipe and catch basin materials on the site, and for piping the roadside ditch identified in the December 9, 2021 letter as Table 1- 122 Sunset Drive Whole Ditch Piping; and,

WHEREAS, the Landowners have agreed to pay the City for the cost in the amount of \$9,253.00 for “Whole Ditch Piping.”

NOW, THEREFORE, for and in consideration of the payment of Nine Thousand Two Hundred and Fifty-Three and 00/100ths Dollars) from the Landowners to the City, the City and Landowner hereby agree as follows:

1. City Responsibilities:

The City will provide labor, equipment, and cover material to pipe the roadside ditches on Sunset Drive and Pinecrest Drive consistent with the terms of the December 9, 2021 letter attached hereto.

2. Landowner Responsibilities:

The Landowners agree to pay the City \$9,253.00 for the necessary pipe and catch basin materials on the site, and for piping the roadside ditch as identified in the December 9, 2021 letter as Table 1 – 122 Sunset Drive Whole Ditch Piping.

Furthermore, the Landowners agree to hold harmless and indemnify the City pursuant to the Hold Harmless and Indemnification agreement attached hereto, the terms of which are incorporated herein as if set forth verbatim.

(Signatures contained on the next page)

by Terry Merritt, Mayor for the City of Mauldin.

Notary Public for South Carolina
My Commission Expires: _____

(Notary's Printed Name)

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

WHEREAS, _____ (Owners) desire to,
have approximately 440-linear feet of 12-inch storm water pipe and all associated appurtenances installed in the roadside ditch from the City of Mauldin and more particularly described as 122 Sunset Drive, Mauldin South Carolina (address).

NOW THEREFORE _____, agree to Indemnify and Hold harmless the City of Mauldin, its agents and employees from and against any and all claims, damages, losses or expenses, including attorney's fees arising out of the installation of stormwater pipe and associated excavation in which bodily injury, illness, death or property damage is sustained by anyone whether by permission or otherwise. IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, __2022.

Signature of Participant

Date

Signature of Participant

Date

Phone Number

Witness

Date

Matthew Fleahman

From: Cindy Ward <cdward020@gmail.com>
Sent: Wednesday, January 26, 2022 10:01 AM
To: Matthew Fleahman
Subject: Re: City of Mauldin Ditch Work
Attachments: image001.png

Matthew,

We want to proceed with the project. Please advise if the pricing has changed along with next steps to sign the agreement and payment.

Thank you,

Cindy Ward
303-912-7499

On Wed, Dec 22, 2021, 8:38 AM Matthew Fleahman <MFleahman@mauldincitysc.com> wrote:

Cindy,

- The OD of 12 inch pipe is approximately 14.5 inches. It may slide through the 15-inch driveway pipe if there is no deflection of the existing pipe. We would not know until we try.
- At the Corner, a catch basin is required because you will have the intersection of the pipe under the roadway and the pipes installed in the ditches. Due to the depth, PW will construct the basin by laying brick and pouring a concrete bottom (we will absorb these costs), the cost of the basin lid will be on the property owner.
- Final grade can be whatever you decide. We will be trucking in dirt and can put as much or as little as you want.
- The catch basin (mentioned above) will be at the corner of the property and will rest entirely within the City's Right-of-Way.

Kind Regards,

Matthew

Matthew D. Fleahman

Director

Public Works Dept.

City of Mauldin

700 East Standing Springs Road

Simpsonville, SC 29680

P.O. Box 249

Mauldin, SC 29662

(864) 289-8904

MFleahman@mauldincitysc.com

www.cityofmauldin.org



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From: Cindy Ward <cdward020@gmail.com>

Sent: Tuesday, December 21, 2021 4:40 PM

To: Matthew Fleahman <MFleahman@mauldincitysc.com>

Cc: Gary Dean <gdean@mauldincitysc.com>; Holly Abercrombie <habercrombie@mauldincitysc.com>

Subject: Re: City of Mauldin Ditch Work

Matt,

Thank you for the information. It was more than we were hoping, but we are still interested in pursuing.

What is the o.d. of the 12" pipe? Can it slide through the current concrete culvert to minimize the number of reducers required?

On our costs, 1 item states 4x4x2 basin and lid. What is the basin?

Please confirm that the dirt level along Sunset Drive can have a slightly raised berm to prevent water from flowing into our yard from the street.

Will the catch basin be entirely on city property or encroach onto our property?

Hope you have a great holiday.

Thank you,

Cindy Ward

On Thu, Dec 9, 2021, 9:56 AM Matthew Fleahman <MFleahman@mauldincitysc.com> wrote:

Cindy,

Attached you will find a response to the ditch work request from December 3, 2021. If you have any questions, please feel free to contact me.

Kind Regards,

Matthew

Matthew D. Fleahman

Director

Public Works Dept.

City of Mauldin

700 East Standing Springs Road

Simpsonville, SC 29680

P.O. Box 249

Mauldin, SC 29662

(864) 289-8904

MFleahman@mauldincitysc.com

www.cityofmauldin.org

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December 9, 2021

Cindy Ward
122 Sunset Drive
Mauldin, South Carolina 29662

RE: Quote to pipe roadside ditch

Cindy,

The Public Works Department received a request on December 3, 2021 to determine the costs associated with piping the roadside ditch at 122 Sunset Drive. In accordance with the City of Mauldin's Stormwater Policy (<https://cityofmauldin.org/wp-content/uploads/2020/12/Storm-Water-Policy.pdf>), "The City may provide labor, equipment, and cover material to pipe roadside ditches on city roads, provided that the affected property owner provides all necessary pipe, and catch basin materials on the site..." City staff visited the site on December 6, 2021 to determine an initial design and to take measurements. Material quotes were solicited from City approved vendors and a total cost estimate was generated. Attached you will find the material costs from the lowest priced vendor as well as a summary table of all required materials (Table 1).

During the initial request on December 3, 2021, you had indicated that you would also like to see a cost estimate for only half of the property. Attached you will also find a summary table for costs associated with piping the ditch on Sunset Drive (Table 2). It is important to note that in either scenario, a catch basin will be required at the intersection of Sunset Drive and Pinecrest Drive. This required is essential due the preexisting stormwater pipe that terminates at the intersection of Sunset Drive and Pinecrest Drive on the southwest corner of your property. The cost of the lid is included in both quotes; however, the cost of the basin will be paid for by the City of Mauldin.

If you decide to move forward in the process the City will required that you pay for the materials in full and executed a hold harmless agreement with the City. If you have any questions please feel free to contact me.

Sincerely,

Matthew Fleahman

Matthew Fleahman
Director of Public Works

Table 1
122 Sunset Drive Whole Ditch Piping
6-Dec-21

Material	Amount	Cost	Total Cost
12-inch HDPE	440 feet	\$15.83	\$6,965.20
12x12 Marmac Coupling	2	\$62.50	\$125.00
12x15 Marmac Coupling	3	\$66.35	\$199.05
4x4x2 basin and lid	1	\$285.00	\$285.00
stone	4 tons	\$60.00	\$240.00
15x12 Reducer	3	\$305.00	\$915.00
		Sum:	\$8,729.25

tax:	\$523.76
Total Cost:	\$9,253.01

Table 2
122 Sunset Drive Ditch Piping
6-Dec-21

Material	Amount	Cost	Total Cost
12-inch HDPE	220	\$15.83	\$3,482.60
12x12 Marmac Coupling	1	\$62.50	\$62.50
12x15 Marmac Coupling	2	\$66.35	\$132.70
4x4x2 basin and lid	1	\$285.00	\$285.00
stone	2 tons	\$60.00	\$120.00
15x12 Reducer	2	\$305.00	\$610.00
		Sum:	\$4,692.80

tax:	\$281.57
Total Cost:	\$4,974.37

QUOTE



a **MORSCO** brand

Due to the continued cost and supply challenges in the DUCTILE IRON PIPE, PVC and HDPE markets, the pricing of these products will be based solely on the availability at the time of shipment. Also, given the volatility in these markets we will not be responsible for product availability and shipment delays, as they are out of our control. Bid prices should be considered an estimate, materials will only be priced at time of shipment until the current supply chain challenges are resolved. These terms are in leu of our standard terms.
We appreciate your partnership.

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
208939	FORTILINE GREENVILLE	6144085	12/06/21	1

CUSTOMER	PROJECT INFORMATION
CITY OF MAULDIN PO BOX 249 MAULDIN, SC 29662	STORMWATER MATERIAL QUOTE

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			***** GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE PRICES BELOW ARE TO BE USED AS AN ESTIMATE FOR BID PURPOSES ONLY *****		
40	440	FT	12" N12 HP PIPE IB	15.8300	6,965.20
50	2	EA	12" MAR MAC COUPLING 1267RC	62.5000	125.00
60	3	EA	15" MAR MAC COUPLING 1567RC	66.3500	199.05
70	1	EA	52"X52"X6" CB LID SOLID	285.0000	285.00
100	3	EA	15"X12" N12 REDUCER PE 1574AN	305.0000	915.00
				Subtotal:	8,489.25
				Tax:	509.36
				Bid Total:	8,998.61

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By SDM 12/07/21 12:32:03

CITY COUNCIL

AGENDA ITEM SUMMARY

MEETING DATE: February 21, 2022
AGENDA ITEM: 8f

TO: City Council
FROM: Recreation Director Bart Cumalander
SUBJECT: Springfield Park Parking Lot Paving Project

REQUEST

Approval of a change order for the Springfield Park Parking Lot Paving Project in the amount of \$268,620.

HISTORY/BACKGROUND

The City issued a solicitation for Request for Proposals (RFP) from qualified contractors to repave the parking lot with new asphalt at Springfield Park. The RFP was issued on August 26, 2021 and closed on September 26, 2021.

During its October 18, 2022 meeting, City Council approved awarding the Springfield Park parking lot paving project to Panagakos Asphalt Paving, Inc in the amount of \$225,000.

ANALYSIS or STAFF FINDINGS

Panagakos commenced the project on January 26, 2022. After removing the existing asphalt, Panagakos observed that the condition of the subgrade was extremely poor. Panagakos, in coordination with the City's Public Works Department, conducted a proof roll of the parking lot.

A proof roll is an assessment of the subgrade layer prior to installing overlying pavement layers. The subgrade proof roll is a visual assessment to determine if it will enable the construction of the subsequent pavement layers. The assessment is conducted using a tandem axle dump truck, and the impact of the truck rolling over the subgrade provides visual evidence of the condition of the subgrade.

The result of the proof roll of the current subgrade of the parking lot was unsuccessful. This means that the subgrade is not stable enough to allow for asphalt to be laid over it to be warranted by Panagakos and would result in cracking, relatively soon, in high traffic areas.

As a result, an independent geotechnical firm inspected the subgrade, and recommended options for stabilizing the subgrade so that it would pass the proof roll prior to being paved. Attached is their assessment.

The poor condition of the subgrade is likely a result of:

- Age of the parking lot which, was originally paved in 1970s
- Deferred maintenance on the lot as the last time the lot was repaved was in 1978-79
- Infiltration of surface stormwater through the cracks in the asphalt

FISCAL IMPACT

The cost for the change order provided by Panagakos for option #1 is \$268,620 and the cost for option #3 is \$191,700. Option #2 is not recommended by Panagakos as it only involves undercutting the drive lanes but does not involve the parking areas. These parking areas also did not pass both proof rolls. In their current state the parking areas are not sufficient for paving. Funding is available to cover the cost of this change order in the Hospitality & Accommodations Tax Fund Balance.

RECOMMENDATION

Staff recommends approval of the change order which is commensurate with option #3 from the BLE assessment. Contributing to this recommendation are the following factors:

- The City has made significant investments to the playgrounds at Springfield Park in the last two fiscal years, totaling over \$500K.
- The City resurfaced the Springfield Park basketball court and added new fencing around the park last year, totaling approximately \$10K
- The City recently completed a major stormwater project for the lower section of Springfield Park, totaling approximately \$30K.

Given the foregoing investments at Springfield Park, improving the subgrade of the parking lot to properly resurface the parking lot continues the City's ongoing investments into its parks.

ATTACHMENTS

Panakagos original proposal

Panakagos change orders for options #1 & #3 from the BLE assessment report

BLE assessment report

PANAGAKOS ASPHALT PAVING, INC.

P.O. Box 25187, Greenville, S.C. 29616
Phone: 864-277-7860: Fax: 864-422-8749

CHANGE ORDER REQUEST

To: City of Mauldin

DATE: 2/10/2022

Project: Springfield Park Parking Lot Improvements

Panagakos Asphalt Paving, Inc. proposes to furnish all equipment, labor, and materials to accomplish the following work in accordance with your inquiry.

Item	Description	Amount
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Soil Cement Option - Per BLE Recommendation

1. Mix existing base material to a depth of 10" with 25# - 30# cement per square yard
2. Fine grade base material

Total: \$191,700.00

- * Panagakos will work at the direction of Owner's Rep. / Soils Engineer
- * No curing method is included in this proposal
- * Reflective cracking may occur

NOTES, TERMS, AND CONDITIONS

1. Public utilities will be located by appropriate service provider. Owner is to locate all owner owned utilities. Any work to relocate or repair utilities must be done by others and paid for by the owner.
2. Only the work and materials listed above are included in this proposal.
3. Dewatering of any form is NOT included in this proposal.
4. Soil testing is not included.
5. **Unless there is at least a 1% fall on the areas to be paved we do not guarantee that water will drain from pavement.**
6. Panagakos will not be responsible for any fees or permits that are required for this work.
7. Full payment is due at completion of project.
8. This proposal may be withdrawn if not accepted within 30 days.
9. All work in this proposal will be completed in one (1) mobilization & during normal business hours.
10. Upon acceptance, this proposal becomes a binding contract between Panagakos Asphalt Paving, Inc. and City of Mauldin. In the event of a disagreement between any other contract documents and this proposal then this proposal will govern.

Sincerely:
Panagakos Asphalt Paving, Inc.

Travis Spain

ACCEPTANCE:
The above offer is hereby accepted, and Panagakos Asphalt Paving is authorized to do the work as specified.

COMPANY: _____

BY: _____
Signature (Title)

DATE: _____

PANAGAKOS ASPHALT PAVING, INC.

P.O. Box 25187, Greenville, S.C. 29616
Phone: 864-277-7860: Fax: 864-422-8749

CHANGE ORDER REQUEST

To: City of Mauldin

DATE: 2/1/2022

Project: Springfield Park Parking Lot Improvements

Panagakos Asphalt Paving, Inc. proposes to furnish all equipment, labor, and materials to accomplish the following work in accordance with your inquiry.

Item	Description	Amount
<u>Undercut of Existing Soft & Yielding Soils - BLE Recommendation #1</u>		
1.	Remove existing to a depth of 12" and haul off site.	
2.	Install 8" of Surge Stone - 2,904 tons @ \$65.00 per ton	
3.	Install 4" of Crusher Run Stone - 1,452 tons @ \$55.00 per ton	
4.	Proof roll base material with Owner/Owners Rep. prior to paving	
		Estimated Total: \$268,620.00

* Panagakos will work at the direction of Owner's Rep. / Soils Engineer

* Actual change order amount will be determined by total amount of material installed.

NOTES, TERMS, AND CONDITIONS

- Public utilities will be located by appropriate service provider. Owner is to locate all owner owned utilities. Any work to relocate or repair utilities must be done by others and paid for by the owner.
- Only the work and materials listed above are included in this proposal.
- Dewatering of any form is NOT included in this proposal.
- Soil testing is not included.
- Unless there is at least a 1% fall on the areas to be paved we do not guarantee that water will drain from pavement.**
- Panagakos will not be responsible for any fees or permits that are required for this work.
- Full payment is due at completion of project.
- This proposal may be withdrawn if not accepted within 30 days.
- All work in this proposal will be completed in one (1) mobilization & during normal business hours.
- Upon acceptance, this proposal becomes a binding contract between Panagakos Asphalt Paving, Inc. and City of Mauldin. In the event of a disagreement between any other contract documents and this proposal then this proposal will govern.

Sincerely:
Panagakos Asphalt Paving, Inc.

Travis Spain

ACCEPTANCE:

The above offer is hereby accepted, and Panagakos Asphalt Paving is authorized to do the work as specified.

COMPANY: _____

BY: _____

Signature (Title)

DATE: _____



DAILY FIELD REPORT

PROJECT: Springfield Park	TRAVEL TIME: 0.50
LOCATION: Mauldin, SC	TIME ON SITE: 0.75
CLIENT: City of Mauldin	TOTAL TIME: 1.25
CONTRACTOR: Panagakos	STANDBY TIME:
BLE PROJECT NO.: 0	

WEATHER: PARTLY CLOUDY	SITE CONDITIONS: DRY	TYPE OF INSPECTION (S): PROOFROLLING
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BLE representative visited the site to observe subgrade conditions and a proofroll for the Springfield Park parking lot. Subgrade soils were probed and observed using a hand auger in addition to a proofroll performed using a tandem axle dump truck. Soft/unstable subgrade soils were observe throughout the parking area with ruts reaching 2 inches in depth in the most severe locations. Damp soils were observed underneath the existing stone base. Areas of the stone base were observed to be cracking during the proofroll which indicates movement within the underlying soils. Depending on the direction on repairs, BLE can re-visit to help try and provide quantities along with Panakagos of repairs. Depending upon the City's budget, there are several options to partially or fully stabilize the subgrade:

- 1) Isolate and stabilize the areas where pumping and rutting are most severe. Undercut and remove approximately 12 inches of subgrade and replace with 6 to 8 inches of surge stone, capped off with 4 to 6 inches of crushed stone base. This option must weigh the risk of destabilizing additional areas of the parking lot under construction equipment loads during export and import activities. The contractor would need to try and keep construction traffic within same travel areas to help minimize additional damage. This method would only address the significant areas of pumping and would not address all areas in order to help with the project costs. The owner would more than likely need to take responsibility of the asphalt pavement warranty.
- 2) Isolate and stabilize only the driving lanes where pumping and rutting are most severe. This again would involve undercutting up to 12 inches of subgrade and replacing with 6 to 8 inches of surge, capped off with 4 to 6 inches of crushed stone base. The paving contractor will most likely not warranty the asphalt if this option is selected. Again, this option could be considered if budgeting is a concern.
- 3) The final options would be to either remove the upper stone base (where present), undercut the wet soils, and then backfill with the existing stone and new stone base. In addition, the parking lot could be stabilized by soil cementing. This option will provide a uniform, weather-sensative, reliable paving surface. This operation minimizes the risk of destabilizing additional areas of the parking lot while also having weather resistant qualities once in place. BLE can provide further recommendations on depth and quantity of cement should Mauldin choose this option.

DEFICIENCY NOTED:	CORRECTED:	REINSPECTION REQUIRED:
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REVIEWED BY: D Nease	DATE: 01/31/22	INSPECTOR: Daniel Brown
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DAILY FIELD REPORT

PROJECT: Springfield Park

LOCATION: Mauldin, SC

CLIENT: City of Mauldin

BLE PROJECT NO.: 0



DAILY FIELD REPORT

PROJECT: Springfield Park
LOCATION: Mauldin, SC
CLIENT: City of Mauldin
BLE PROJECT NO.: 0



