



PUBLIC WORKS COMMITTEE MEETING

MONDAY, DECEMBER 5, 2022 | 6 PM

3rd committee meeting

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

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

**PUBLIC WORKS COMMITTEE MEETING
DECEMBER 5, 2022, 6PM
CITY HALL - COUNCIL CHAMBERS
5 E. BUTLER ROAD**

Committee Members: Jason Kraeling (Chair), Carol King, Michael Reynolds

- | | |
|--|------------------------------|
| 1. <u>Call to Order</u> | The Honorable Jason Kraeling |
| 2. <u>Public Comment</u> | The Honorable Jason Kraeling |
| 3. <u>Reading and Approval of Minutes</u>
a. Public Works Committee Meeting: November 7, 2022 [Pages 3-4] | The Honorable Jason Kraeling |
| 4. <u>Reports or Communications from City Officers</u>
a. Public Works Director Matt Fleahman
Budget Review | The Honorable Jason Kraeling |
| 5. <u>Unfinished Business</u>
There is no unfinished business. | The Honorable Jason Kraeling |
| 6. <u>New Business</u>
a. Maverick Yards Maintenance Agreement [Pages 5-10] | The Honorable Jason Kraeling |
| 7. <u>Public Comment</u> | The Honorable Jason Kraeling |
| 8. <u>Committee Concerns</u> | The Honorable Jason Kraeling |
| 9. <u>Adjournment</u> | The Honorable Jason Kraeling |

MINUTES
PUBLIC WORKS COMMITTEE MEETING
NOVEMBER 7, 2022, 6PM
CITY HALL - COUNCIL CHAMBERS
5 E. BUTLER ROAD
2nd committee meeting

Committee Members present: Jason Kraeling (Chair), Carol King, Michael Reynolds
Others present: PW Director Matthew Fleahman and Interim City Administrator Rebecca Vance

1. Call to Order- Chairman Kraeling
2. Public Comment- Submitted by email (attached)
3. Reading and Approval of Minutes
 - a. Public Works Committee Meeting: September 6, 2022

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

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

4. Reports or Communications from City Officers
 - a. Public Works Director Matt Fleahman
Budget Review- The departments are where they need to be. The vector truck was delivered and the Public Works employees love it. The boom truck was also delivered. The HVAC project continues and several departments have had theirs replaced.

5. Unfinished Business- There is no unfinished business.

6. New Business
 - a. On-Call Sanitary Sewer Engineer Contract- CHA has bought Frazier Engineering. Nothing in the City's contract will change. All employees of Frazier will stay the same. This item needs to be approved for a name change only.

Motion: Councilwoman King made a motion to send this item to Council with Councilman Reynolds seconding.

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

- b. Municipal State Highway Project Agreement- This action would approve and authorize the Municipal State Highway Project Agreement for the Butler Road P030553 repaving project.

Motion: Councilwoman King made a motion to send this item to Council with Councilman Reynolds seconding.

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

7. Public Comment- None

8. Committee Concerns- Councilman Reynolds mentioned committee could look at addressing bulk Items so it will be clear in the ordinance and clear up any confusion.

9. Adjournment- Chairman Kraeling adjourned the meeting at 6:32 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

PUBLIC WORKS COMMITTEE AGENDA ITEM

MEETING DATE: December 5, 2022

AGENDA ITEM: 6a

TO: Public Works Committee

FROM: Public Works Director, Matthew Fleahman

SUBJECT: Maverick Yards Maintenance Agreement

REQUEST

Consideration and action on the Maintenance Agreement for the Maverick Station Common Areas.

HISTORY/BACKGROUND

As part of the redevelopment of the corner of US-276 and East Butler Road, the City retained ownership of the parking lot around Maverick Yards. Improvements were made on behalf of the East Butler Investments LLC to the parking lot and area landscaping. Additional access and parking easements were recorded for this tract as well as the City Hall property.

ANALYSIS or STAFF FINDINGS

Attached is a maintenance agreement between both parties which stipulates that the City will be primarily responsible for performing maintenance on both the parking lot and the landscaped areas. Exhibit A of the Agreement provides the proposed maintenance schedule. In it, the City agrees to at a minimum reseal and restripe the parking lot every 5 years and to repave every 20 years. The maintenance schedule for the landscaped areas has already been implemented by the Public Works Department.

FINANCIAL IMPACT

The cost associated the Public Works Department maintaining the landscaped areas was discussed during the September Committee meeting and has already been implemented. The Public Works Department does not have the ability to repave and/or restripe the parking lot. The potential cost to repave is approximately 150,000 dollars while resurfacing costs are approximately 10,000 dollars.

RECOMMENDATION

No recommendation is provided.

**MAINTENANCE AGREEMENT
(MAVERICK STATION COMMON AREAS)**

THIS MAINTENANCE AGREEMENT (this “Agreement”), dated as of _____, 2022 (the “Effective Date”), is by and between **City of Mauldin, South Carolina**, a South Carolina municipal corporation (the “City”) and **East Butler Investments, LLC**, a South Carolina limited liability company, **Hans Bolli**, and **June A. Bolli** (collectively “Property Owner”, a together with the City, each a “Party” and respectively, the “Parties”).

RECITALS

A. Property Owner is the owner of that certain parcel of land located in Greenville County South Carolina (the “Butler Parcel”), being more particularly shown and described as “Lot 1” on that plat prepared by 3D Land Surveying dated June 19, 2020 and recorded May 25, 2021 in Plat Book 1399 at Page 20 in the Greenville County Register of Deeds Office (hereinafter the “Plat”), to which Plat reference is made for a more particular description of the parcel.

B. City is the owner of a parcel of land in located in Greenville County, South Carolina (the “City Parcel”), shown and described as Lot 2 on the Plat.

C. Certain improvements, including, but not limited to, a parking lot, utility facilities and landscaping beautification has been constructed on the City Parcel to benefit both the Butler Parcel and the City Parcel (the “Common Improvements”). To document the Property Owner’s use and enjoyment of the Common Improvements, the City and Property Owner have entered into (i) that certain Access and Parking Easement Agreement recorded in Deed Book 2626, Page 3103 in the Greenville County Register of Deeds Office; and (ii) that certain Utility Easements Agreement recorded in Deed Book 2651, Page 1770 in the Greenville County Register of Deeds Office (collectively, the “Easement Agreements”).

D. The Parties desire to enter into this agreement to further outline their understanding regarding the ongoing maintenance of the Common Improvements.

NOW, THEREFORE, for and in consideration of the sum of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and made a part of this Agreement.

2. Maintenance of Common of Easements. The City shall be primarily responsible for performing maintenance on the Common Improvements at such maintenance levels as shall be agreed upon from time to time between the Parties and their successors or assigns. Notwithstanding anything contrary herein and as further outlined in the Easement Agreements, the City shall cause the Common Improvements to meet, at a minimum, all applicable governmental ordinances, licenses and permit regulations and requirements applicable to the City Parcel.

3. Maintenance Plan. Subject to any annual budget limitations that may be applicable to the City, the Property Owner and City hereby agree that the Common Improvements shall be maintained as set forth on Exhibit A attached hereto and incorporated herein (as amended from time to time, the “Maintenance Schedule”). Recognizing that the look and appearance of the Common Improvements benefits both Parties equally, the Parties agree to work together in good faith to amend or revise the Maintenance Schedule from time to time as needed to meet any future maintenance needs or changes with respect to the Common Improvements. In the event that the Property Owner determines, in its reasonable discretion, that the City is not maintaining the Common Improvements in accordance with the Maintenance Schedule, the Property Owner may, upon ten (10) days prior written notice to the City, perform supplemental maintenance to the Common Improvements (“Supplement Maintenance Work”). In the event that the Property Owner performs Supplemental Maintenance Work, the City shall reimburse the Property Owner within ten (10) days of submission by the Property Owner to the City of written evidence of the costs and expenses of the Supplemental Maintenance Work. Notwithstanding the performance of Supplement Maintenance Work by the Property Owner, the City shall remain responsible for the maintenance of the Common Improvements in accordance with the then applicable Maintenance Schedule.

4. Binding Nature. It is the intent of the Parties that the obligations set forth in this Agreement shall be binding on any future owners of the Butler Parcel and the City Parcel. In the event of a transfer of the Butler Parcel or the City Parcel, each Party shall provide written notice of such transfer to the other Party.

5. Notices. All notices, requests or other communications permitted or required under this Agreement shall be in writing and shall be effective if given or served by (i) certified or registered U.S. Mail, postage prepaid, return receipt requested, (ii) personal delivery with a signed receipt (iii) a recognized overnight delivery or courier service such as Federal Express or UPS or (iv) electronic transmission (facsimile or email) provided that the transmission is completed no later than 4:00 p.m. EST on a business day followed by a written notice sent within one (1) day by either (i), (ii), or (iii) to the following addresses:

The City: _____, City Administrator
City of Mauldin (SC)
5 E Butler Road
Mauldin, SC 29662
Email: _____

Property Owner: East Butler Investments, LLC
Attn: Drew Parker
147 Welborn Street, Suite A2
Greenville, SC 29601
dparker@parkergroupservices.com

6. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of South Carolina, without regard for its conflict of laws principles.

7. Binding Effect. Each party represents and warrants to the other party that this Agreement constitutes a valid and binding obligation of each party, enforceable against such party in accordance with its terms. This Agreement shall be binding upon, and inure to the benefit of, each party's successors, heirs or permitted assigns.

8. Modification and Termination. Any modification of this Agreement and any termination of the rights, privileges and easements contained herein shall be in writing signed by the then owners of the City Parcel and the Butler Parcel. Nothing contained herein shall be deemed or construed as granting to any tenant, subtenants, or licensee, or any other person or party in possession of any part of the City Parcel or the Butler Parcel other than an owner in fee simple, any standing under this section and such benefits as they may have under this Agreement shall be subject to modification or termination by the owners of the City Parcel or the Butler Parcel.

9. Waiver. No provision of this Agreement shall be deemed to have been waived by a party unless such waiver is in writing and signed by the party against whom enforcement of the waiver is sought.

10. Entire Agreement. Except as provided in the Easement Agreements, this Agreement constitutes the entire agreement and understanding between the parties regarding the maintenance of the Common Improvements and supersedes all prior discussions, negotiations or agreements, whether oral or written, between the parties with respect to the subject matter hereof. There are no representations or warranties of any kind except as expressly set forth herein. Any amendments to this Agreement must be in writing and executed by a duly authorized representative of both parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date set forth above.

CITY OF MAULDIN, South Carolina, a South Carolina municipal corporation

By: _____

Name: Terry W. Merritt

Title: Mayor

EAST BUTLER INVESTMENTS, a South Carolina limited liability company

By: Parker Group Development

Its: Manager

By: _____

Name: James Andrew Parker

Title: Member

June A. Bolli

Hans Bolli

EXHIBIT A

Maintenance Schedule

Parking Lot and Hardscape/Asphalt Areas:

- 1) Blowing and collection of Leaves and other debris/rubbish: Monthly, and no less than weekly in the months of September thru December)
- 2) Snow salt treatments: As needed before and after weather events
- 3) Resealing and Restriping: No longer than once every 5 calendar years (subject to annual budget and City procurement procedures)
- 4) Repaving/Resurfacing: No longer than once every 20 calendar years (subject to annual budget and City procurement procedures)
- 5) Storm Drain Maintenance: Any maintenance as needed to ensure all storm drains are free from obstructions

Landscaping Maintenance:

Mowing and Edging of Turf Areas: The City shall perform mowing and edging of turf areas bi-weekly during spring and summer months and as needed in winter and fall when grass is dormant

Landscaping and Turf Care: The City shall self-perform the below services through its own Public Works Department, or may hire a third part private landscaping company.

Landscape Bed Pre-emergent.	2 granular applications annually. Suppression of common weed growth in all landscape beds. These treatments will be critical to control weeds in the landscape. March and September.
Turf Care Program	7 applications/year. Pre-emergent, Fertilization, and Selective Herbicide Applications. ***Additional fungicides, insecticides, and herbicide treatments may be needed and will be invoiced at time of service per approval from client.
Tree & Shrub Care Program	1 application / year. Organic Fertilization and Bio stimulant Treatment. Dormant Oil Spray for the suppression of armored scale insects. Systemic Insecticide Treatments for season long control of common insect pests. Material to be treated: All perennials, shrubs, and trees 8' and under. (larger trees can be added upon request.)
Mulch and Flower Beds	2 application / year. In any mulched beds, replace mulch twice annually, and keep all landscaped areas to the same standard as is specified within the City permitted and City approved landscaping plan.