



FINANCE AND POLICY COMMITTEE MEETING

MONDAY, JUNE 5, 2023 | 6PM

2nd 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.

**FINANCE AND POLICY COMMITTEE MEETING
JUNE 5, 2023, 6PM
CITY HALL - COUNCIL CHAMBERS
5 E. BUTLER ROAD**

Committee Members: Michael Reynolds (Chair), Carol King, Diane Kuzniar

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| 1. <u>Call to Order</u> | The Honorable Michael Reynolds |
| 2. <u>Public Comment</u> | The Honorable Michael Reynolds |
| 3. <u>Reading and Approval of Minutes</u> | The Honorable Michael Reynolds |
| a. Finance Committee Minutes- May 1, 2023 [Pages 3-4] | |
| 4. <u>Reports or Communications from City Officers</u> | The Honorable Michael Reynolds |
| a. City Administrator Seth Duncan | |
| b. Finance Director Holly Abercrombie | |
| i. Budget Review | |
| c. HR Director Mark Putnam | |
| 5. <u>Unfinished Business</u> | The Honorable Michael Reynolds |
| There is no unfinished business. | |
| 6. <u>New Business</u> | The Honorable Michael Reynolds |
| a. Ordinance 1019- Indigo Point Pump Station Fee
[Pages 5-13] | |
| b. GCRA Requalification [Pages 14-19] | |
| 7. <u>Public Comment</u> | The Honorable Michael Reynolds |
| 8. <u>Committee Concerns</u> | The Honorable Michael Reynolds |
| 9. <u>Adjournment</u> | The Honorable Michael Reynold |

MINUTES
FINANCE AND POLICY COMMITTEE MEETING
MAY 1, 2023, 6PM
CITY HALL - COUNCIL CHAMBERS 5 E. BUTLER ROAD
3rd committee meeting

Committee Members: Carol King and Diane Kuzniar. Chairman Michael Reynolds was not present.

Others present: Finance Director Holly Abercrombie, HR Director Mark Putnam and City Administrator Seth Duncan

1. Call to Order- Chairwoman King

2. Public Comment- None

3. Reading and Approval of Minutes

a. Finance Committee Minutes- April 3, 2023

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

Vote: The vote was unanimous (2-0).

4. Reports or Communications from City Officers

a. City Administrator Seth Duncan- Mr. Duncan reminded committee that public hearings would be held before the Council meeting for the FY 23 Budget Amendment and FY 24 Budget.

Mr. Duncan thanked Mr. Fleahman for his hard work in applying for and receiving the SKIP grant for sewer rehabilitation.

This week is Municipal Clerk's week.

b. Finance Director Holly Abercrombie

i. Budget Review- Ms. Abercrombie reported the budgets look good.

c. HR Director Mark Putnam- Mr. Putnam reported the comp and class changes were made. He thanked Council for the support of the program.

The 2nd employee engagement committee will meet this month to hear suggestions from employees.

5. Unfinished Business- There is no unfinished business.

6. New Business

a. FY 2023 Budget Amendment Ordinance 1017

Throughout the year Council has approved various expenditures, projects, and grants. Staff has accumulated all items to present in one budget amendment.

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

Vote: The vote was unanimous (2-0).

7. Public Comment- None

8. Committee Concerns- None

9. Adjournment- Councilwoman King adjourned the meeting at 8:18 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

FINANCE & POLICY COMMITTEE

AGENDA ITEM

MEETING DATE: June 5, 2023

AGENDA ITEM: 6a

TO: Finance & Policy Committee

FROM: Seth Duncan, City Administrator

SUBJECT: Ordinance Pump Station Fee Indigo Pointe 2023

REQUEST

Council is being asked to approve an Ordinance to establish a Pump Station Fee on additional parcels at Indigo Pointe subdivision.

HISTORY/BACKGROUND

In 2020, Mauldin City Council established an ordinance to assess a fee on an annual basis to developed parcels contained within the Indigo Pointe subdivision for the purpose of maintaining certain sewer capital improvements, including a sewer pump station. The final development plan of this subdivision will consist of 223 detached single-family lots and 92 townhome lots. The initial fee was set at \$135 in Fiscal Year 2020-2021, then lowered to \$100 in FY 2021-2022, and \$73.00 in FY 2022-2023. An additional 93 lots have now been developed and need to be included within the ordinance.

ANALYSIS or STAFF FINDINGS

Staff is presenting an ordinance that will add the Pump Station Fee to 93 additional lots and maintain the fee at \$73.00 per year. The fee will be assessed annually on the property tax bill.

One change being proposed is the elimination of language related to the imposition of lien for nonpayment of the pump station fee. Under previous versions of this ordinance, a section was included that allowed the City to initiate a lien on affected real property if the fee remained unpaid. This was eliminated for two primary reasons including confusing language within the notice requirement and, lack of precedents of implementing such a lien. By removing this requirement, the City will no longer have to mail all affected property owners notice of the lien requirements. This notice was both costly and led to many questions from frustrated and irritated property owners.

Council will continue to amend this ordinance annually until all of the properties have the fee added.

FINCANCIAL IMPACT

Expenses for the maintenance and operation of the Indigo Pointe pump station are included in the FY2023-2024 Budget and would be offset by the revenue collected.

RECOMMENDATION

Staff recommends Council approval of the Ordinance.

AN ORDINANCE

ESTABLISHING A SEWER PUMP STATION FEE FOR ADDITIONAL PARCELS OF THE INDIGO POINT DEVELOPMENT AND FOR CERTAIN PROPERTIES NEAR AND ADJACENT TO THE INDIGO POINT DEVELOPMENT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Mauldin, South Carolina (the “*City*”), a body corporate and politic and a municipal corporation of the State of South Carolina, operates a sewer collection system that serves residents in the City;

WHEREAS, the City has previously entered into a Sewer Infrastructure Agreement (the “*Agreement*”) dated October 9, 2019 with IBI Forrester, LLC (the “*Owner*”) whereby the Owner agreed to acquire and install, at its expense, certain sewer capital improvements, including a sewer pump station (collectively, the “*Sewer Infrastructure*”) as part of its developing an approximately 90 acre tract of land in the City into a residential development consisting of approximately 315 parcels, containing approximately 223 detached single-family lots and 92 townhome lots once completed over one or more phases to be known as Indigo Point (the “*Development*”);

WHEREAS, pursuant to the Agreement, the Sewer Infrastructure, upon completion, was donated to the City, and the City owns and operates the Sewer Infrastructure;

WHEREAS, operating and maintaining the Sewer Infrastructure, as well as capital improvements related to the Sewer Infrastructure, result in the City incurring additional expenses, which the City has determined to fund through the establishment of a sewer pump station fee (the “*Pump Station Fee*”) to be assessed only on the real property parcels (the “*Parcels*”) in the Development, which descriptions of the Parcels are attached hereto and incorporated herein by reference as *Exhibit A*;

WHEREAS, on June 15, 2020 the City enacted an ordinance (the “*2020 Ordinance*”) establishing a Pump Station Fee on certain parcels in the Development, as more particularly described in the 2020 Ordinance;

WHEREAS, on June 21, 2021 the City enacted an ordinance (the “*2021 Ordinance*”) establishing a Pump Station Fee on certain additional parcels in the Development, as more particularly described in the 2021 Ordinance;

WHEREAS, on June 20, 2022 the City enacted an ordinance (the “*2022 Ordinance*”) establishing a Pump Station Fee on certain additional parcels in the Development and on certain other parcels, as more particularly described in the 2022 Ordinance;

WHEREAS, the Developer has created additional Parcels on the Development which have been incorporated into the Development and will now be assessed a Pump Station Fee pursuant to the terms of this Ordinance;

WHEREAS, pursuant to Section 6-1-330 of the Code of Laws of South Carolina, 1976, as amended, the City desires to establish and revise whenever it so wishes or may be required a Pump Station Fee, the revenues of which will be used for the operation, maintenance, renovation and repair of the Sewer Infrastructure as well as the acquisition and construction of related capital improvements;

WHEREAS, given the small number of Parcels in the Development on which the Pump Station Fee will be assessed, having the Pump Station Fee collected by the third-party water provider that currently collects the City's sewer collection fee is impractical and not cost effective;

WHEREAS, on June __, 2023 the City caused to be published a notice of public hearing in the *Greenville News* informing the public of the public hearing to be held at the July 17, 2023 City Council meeting;

WHEREAS, on July 17, 2023 the City Council conducted a public hearing on the establishment of the Pump Station Fee, allowing Parcel owners and the public an opportunity to appear and be heard in person or by counsel before the City Council, prior to the enactment of this Ordinance, at which public hearing the Pump Station Fee was presented, discussed, and made available to the public for inspection; and

WHEREAS, this Ordinance has been approved by a positive majority of the City Council following such public hearing;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MAULDIN, SOUTH CAROLINA, AS FOLLOWS:

SECTION 1. Establishment of Pump Station Fee

The City hereby enacts, as of the date of enactment of this Ordinance, the Pump Station Fee on the Parcels in the Development set forth on the attached ***Exhibit A*** in the amount of \$73.00 per Parcel per year. The Pump Station Fee will be due annually and assessed on each Parcel owner's real property tax bill. The City will inform Greenville County of the amount of the Pump Station Fee in order for Greenville County to place the Pump Station Fee on the Parcels' real property tax bills.

SECTION 2. Authorization

The Mayor and the City Administrator, for and on behalf of the City, acting jointly or individually, are fully empowered and authorized to take such further action as may be reasonably necessary to effect the establishment and implementation of the Pump Station Fee including entering into any agreements as may be needed for the collection of such Fee.

SECTION 3. Severability

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 4. Repealing Clause

All ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistencies.

DONE IN MEETING DULY ASSEMBLED, this 17th day of July, 2023.

CITY OF MAULDIN, SOUTH CAROLINA

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

First Reading: June 19, 2023

Second Reading: July 17, 2023

Public Hearing: July 17, 2023

EXHIBIT A

PROPERTY SUBJECT TO SEWER PUMP STATION FEE

INDIGO POINT SUBDIVISION

The following Parcels more particularly described on the attached Plats (recorded in the Greenville County Register of Deeds' Office on August 4, 2022 at Plat Book 1438, Page 75 ("***Plat No. 1***") and on October 6, 2022 at Plat Book 1444, Page 81 ("***Plat No. 2***")) are subject to the Sewer Pump Station Fee:

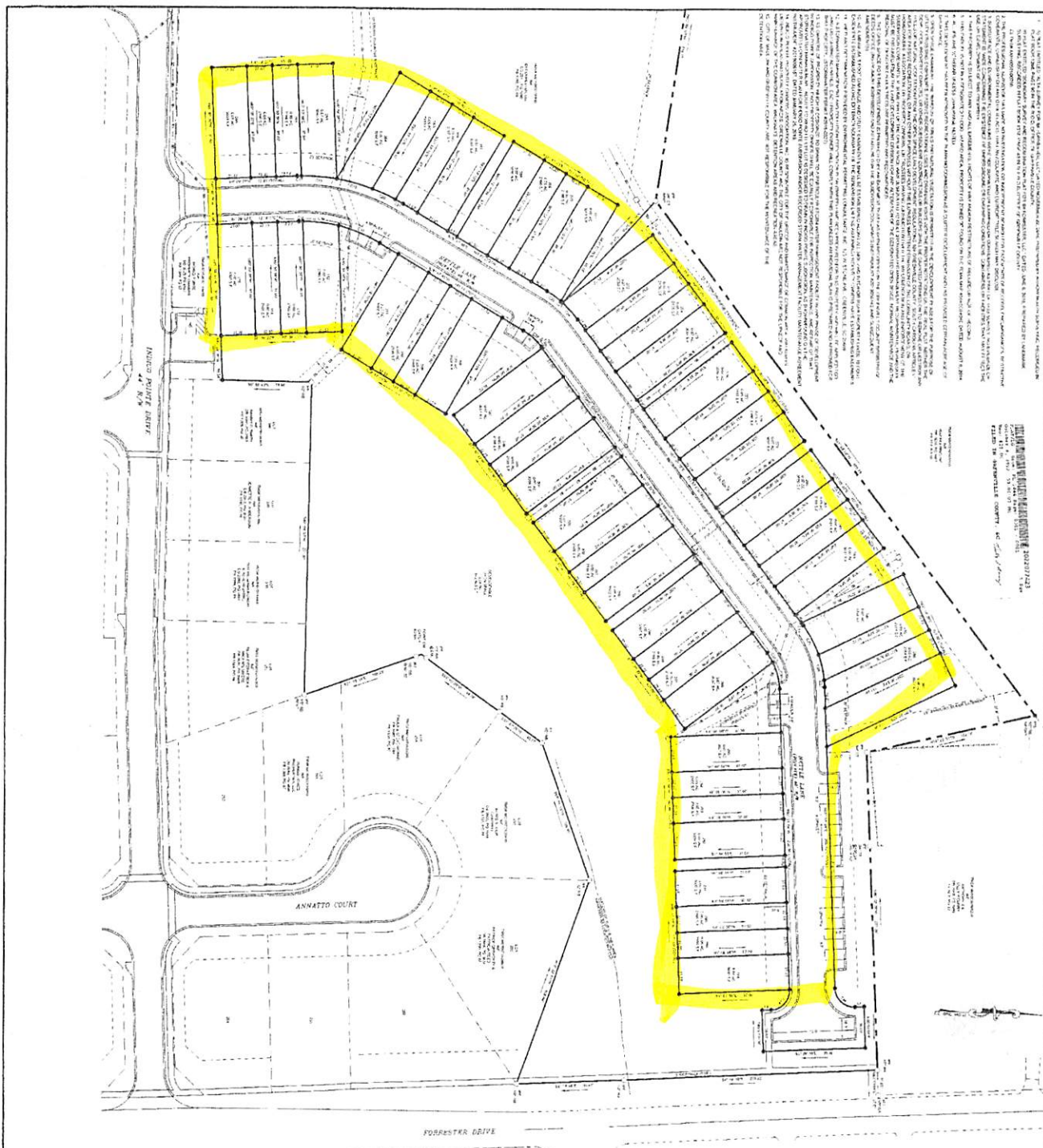
Plat #1 – Parcel Numbers

190 – 226

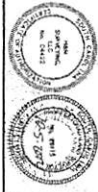
Plat #2 – Parcel Numbers

260 – 315

CERTIFICATE OF ORDINANCE



Lot	Area (Ac.)	Area (Sq. Ft.)
1	0.10	6,912
2	0.10	6,912
3	0.10	6,912
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100	0.10	6,912



CERTIFICATE OF APPROVAL FOR RECORDING

I, **H & M Surveying, LLC**, a duly licensed surveying firm, have surveyed and mapped the above described property in accordance with the provisions of the North Carolina Surveying and Mapping Act of 1991, and the provisions of the North Carolina Surveying and Mapping Act of 1991, and the provisions of the North Carolina Surveying and Mapping Act of 1991.

FINAL PLAT

INDIGO POINTE

PHASE 2, LOTS 1-100

INDIGO POINTE DRIVE

ORIENTAL, NC 28590

DATE: 06/20/22

PROJECT: 2018-132

CERTIFICATE OF ACKNOWLEDGMENT

I, **BRITFORSTER, LLC**, a duly licensed surveying firm, have surveyed and mapped the above described property in accordance with the provisions of the North Carolina Surveying and Mapping Act of 1991, and the provisions of the North Carolina Surveying and Mapping Act of 1991, and the provisions of the North Carolina Surveying and Mapping Act of 1991.

FINAL PLAT

INDIGO POINTE

PHASE 2, LOTS 1-100

INDIGO POINTE DRIVE

ORIENTAL, NC 28590

DATE: 06/20/22

PROJECT: 2018-132

FINANCE & POLICY COMMITTEE

AGENDA ITEM

MEETING DATE: June 5, 2023

AGENDA ITEM: 6b

TO: Finance & Policy Committee

FROM: Seth Duncan, City Administrator

SUBJECT: GCRA Urban County Re-Qualification

REQUEST

Council is being asked to Approve the City of Mauldin's continued participation in Greenville County's Urban County program and Authorize the Mayor to sign the cooperative agreement for Fiscal Years 2024-2026.

HISTORY/BACKGROUND

Every three years, the U.S. Department of Housing and Urban Development (HUD) requires Greenville County to requalify for entitlement status as an urban county and to certify the continuation of Greenville County's Urban County cooperative agreement between the Redevelopment Authority, Greenville County, and the City of Mauldin. In 2104, the City of Mauldin entered into a continuous cooperative agreement to participate in Greenville County's Community Development Block Grant and HOME Investment Partnership Program (HOME). The cooperative agreement has been renewed every three years.

ANALYSIS or STAFF FINDINGS

GCRA has informed the City of Mauldin of its right to opt out of the cooperative agreement. Opting out of the agreement would waive funding from CDBG and HOME program for the agreement period. By signing the agreement and passing the resolution, the City will continue participating in the CDBG and HOME program for Fiscal Years 2024-2026.

FINCANCIAL IMPACT

Opting out of the cooperative agreement will result in less grant funding and program support from CDBG and HOME programs.

RECOMMENDATION

Staff recommends Council approval and continued participation in Greenville County's Urban County program.



GCRA

Greenville County Redevelopment Authority

May 2, 2023

Mayor Terry Merritt
City of Mauldin
PO Box 249
Mauldin, SC 29662

Dear Mayor Merritt:

**RE: Urban County Re-Qualification
Qualifying Period FYs 2024 -2026**

Every three years, the U.S. Department of Housing and Urban Development (HUD) requires Greenville County to requalify for entitlement status as an urban county and to certify the continuation of Greenville County's Urban County cooperative agreement between the Redevelopment Authority, Greenville County, and the City of Mauldin. On August 18, 2014, the City of Mauldin entered into a continuous cooperative agreement to participate in Greenville County's Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME). The cooperative agreement has been renewed every three years. Enclosed is a copy of the executed agreement for your review.

The Greenville County Redevelopment Authority is informing you of the City of Mauldin's right to opt out of the cooperative agreement. If the City of Mauldin would like to continue to participate in Greenville County's Urban County program, please sign below and return this letter to my attention prior to **July 1, 2023**. The cooperative agreement would continue for Fiscal Years (FYs) 2024 - 2026 (July 1, 2024, to June 30, 2027). A template resolution is enclosed for your adoption. The City of Mauldin would not be able to opt out of the agreement within FY 2024 - 2026.

If your city elects not to continue and wishes to opt out of the cooperative agreement and **not** receive funds from the CDBG and HOME program, you must notify us and the HUD Field Office in Columbia by July 1, 2023, in writing terminating the agreement at the end of the current period. With no response to opt out, the cooperative agreement will continue to be in effect for the next three FYs 2024 – 2026.

I appreciate your prompt attention to this matter. If you have any questions, please give me a call at (864) 242-9801 extension 114.

Sincerely,

John Castile
Executive Director

Enclosure

cc: Seth Duncan, City Administrator
Cindy Miller, City Clerk

The City of Mauldin will continue to participate in Greenville County's Urban County Program and the cooperative agreement will continue to be in effect during FYs 2024 - 2026.

Mayor Terry Merritt

Date



RESOLUTION NUMBER _____

A RESOLUTION ALLOWING THE CITY OF MAULDIN TO CONTINUE THE COOPERATIVE AGREEMENT WITH THE COUNTY OF GREENVILLE AND THE GREENVILLE COUNTY REDVELOPMENT AUTHORITY IN ORDER TO MAINTAIN URBAN COUNTY STATUS WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, since 1978 the County of Greenville has joined with the five included small municipalities of Fountain Inn, Greer, Mauldin, Simpsonville, and Travelers Rest, executing a Cooperative Agreement every three years, in order to obtain Urban County status with the United States Department of Housing and Urban Development and be eligible to receive annual Urban County entitlement grants of Community Development Block Grant, HOME Partnership Grant, and Emergency Solutions Grant funds; and

WHEREAS, said partnership has been successful, resulting in the receipt of millions of dollars in grant funds by the County and these municipalities which has been vital in providing and improving housing for low- and moderate-income families in the County and said municipalities as well as the infrastructure, recreation, and social services in their communities and throughout the County; and

WHEREAS, the County and said municipalities have designated the Greenville County Redevelopment Authority as their agent to administer said grant funds; and

WHEREAS, this partnership and arrangement has been beneficial to all parties; and

WHEREAS, it is now time to recertify participation in the continuous Cooperative Agreement for Fiscal Years 2024 - 2026; and

WHEREAS, this Cooperative Agreement shall automatically be renewed for participation in successive three-year qualification periods, unless the County of Greenville or the participating municipalities of Fountain Inn, Greer, Mauldin, Simpsonville, and Travelers Rest elect not to participate in a new qualification period;

NOW, BE IT THEREFORE RESOLVED, that the City of Mauldin shall continue its Cooperative Agreement with the County of Greenville and appoint the Greenville County Redevelopment Authority as its agent for the purpose of administering any grant funds received as a result of said agreement for Fiscal Years 2024 - 2026.

PASSED, ADOPTED AND APPROVED, by the Council of the City of Mauldin on this _____ day of _____ 2023.

Attest:

Terry Merritt, Mayor

Cindy Miller, Municipal Clerk

Reviewed:

Seth Duncan, City Administrator

government has the opportunity to be included for the remaining period of urban county qualification. This written notification must include the deadline for such election and must state that the unit of general local government must notify the county and the HUD Field Office, by letter, of its official decision to be included. If cooperation agreements are necessary, the unit electing to be included in the county for the remainder of the qualification period must also execute, with the county, a cooperation agreement meeting the standards in Section V., Cooperation Agreements. The agreement must be received by the HUD Field Office by the date specified in Section II., Qualification Schedule, paragraph K.

D. Notification of Split Places

Counties seeking qualification as urban counties and having units of general local government with any population located only partly within the county must notify these units of their rights by the date provided in Section II., Qualification Schedule, paragraph B. Specifically, the county must provide the following notifications:

1. Where a split place is partly located within only one urban county, one of the following rules applies:
 - a. If it is a split place in which the county has essential powers, the entire area of the split place will be included in the urban county for the urban county qualification period unless the split place has opted out; or
 - b. If the split place can only be included in the county upon the execution of a cooperation agreement, the entire area of the split place will be included in the urban county for the urban county qualification period upon execution of such an agreement.
2. Where the split place is partially located within two or more urban counties, the split place may elect one of the following:
 - a. to be excluded from all urban counties;
 - b. to be entirely included in one urban county and excluded from all other such counties; or
 - c. to participate as a part of more than one of the urban counties in which it is partially located provided that a single portion of the split place cannot be included in more than one entitled urban county at a time, and all parts of the split place are included in one of the urban counties.

E. Notification of Opportunity to Terminate Agreement

Urban counties that have agreements that will be automatically renewed at the end of the current qualification period unless action is taken by the unit of government to terminate the agreement must, by the date provided in Section II., Qualification Schedule, paragraph E, notify such units that they can terminate the agreement and not participate during the 2024-2026 qualification period.

IV. DOCUMENTS TO BE SUBMITTED TO HUD

Any county seeking to qualify as an urban county for FY 2024-2026 or that wishes to exercise its option to include units of government that are not currently in the urban county's CDBG program must submit the following to the responsible HUD Field Office:

- A. A copy of the letter that notified applicable units of general local government (and a list of applicable units of government) of their right to decide to be excluded from the urban county along with a copy of letters submitted to the county from any such units of general local government requesting exclusion (see Section III., Qualification Actions to Be Taken by County, paragraph B.). This does not apply to an already qualified urban county adding communities.
- B. A copy of the letter from any unit of general local government joining an already qualified county that officially notifies the county of its election to be included (see Section III. paragraph C.).
- C. Where applicable, a copy of the letter from:
 - 1. Any city that may newly qualify as a metropolitan city but seeks to defer that status;
 - 2. Any city currently deferring metropolitan city status that seeks to continue to defer such status;
 - 3. Any city accepting metropolitan city status stating that it will enter into a joint agreement with the urban county and a letter from the county affirming its willingness to enter into a joint agreement with that city; or
 - 4. Any city accepting metropolitan city status that will cease participation in the urban county's CDBG program (See Section II., Qualification Schedule, paragraph G.).
- D. For a county that has cooperation agreements in effect that provide for automatic renewal, a copy of the letter sent by the county that notified affected units of government that the agreement will be renewed unless the county is notified by the unit of government to