



ECONOMIC PLANNING & DEVELOPMENT COMMITTEE MEETING

TUESDAY, SEPTEMBER 5, 2023 | 6 PM

1st Committee Meeting

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

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

**ECONOMIC PLANNING & DEVELOPMENT COMMITTEE MEETING
SEPTEMBER 5, 2023, 6PM
CITY HALL - COUNCIL CHAMBERS**

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

- | | |
|--|-------------------------|
| 1. <u>Call to Order</u> | Chairperson Taft Matney |
| 2. <u>Public Comment</u> | Chairperson Taft Matney |
| 3. <u>Reading and Approval of Minutes</u>
a. Economic Development Committee Minutes
August 7, 2023 [Pages 3-4] | Chairperson Taft Matney |
| 4. <u>Reports or Communications from City Officers</u>
a. Community Development Director J.R. Charles | Chairperson Taft Matney |
| 5. <u>Unfinished Business</u>
There is no unfinished business. | Chairperson Taft Matney |
| 6. <u>New Business</u>
a. Alston Townes Trail Development Agreement [Pages 5-19] | Chairperson Taft Matney |
| 7. <u>Public Comment</u> | Chairperson Taft Matney |
| 8. <u>Committee Concerns</u> | Chairperson Taft Matney |
| 9. <u>Adjournment</u> | Chairperson Taft Matney |

MINUTES
ECONOMIC PLANNING & DEVELOPMENT COMMITTEE MEETING
AUGUST 7, 2023, 6PM
CITY HALL - COUNCIL CHAMBERS
5 E. BUTLER ROAD
1st COMMITTEE MEETING

Committee Members present: Taft Matney (Chair), Jason Kraeling, Diane Kuzniar
Others present: Community Development Director J.R. Charles and City Administrator Seth Duncan

1. Call to Order- Chairman Matney

2. Public Comment- None

3. Reading and Approval of Minutes

a. Economic Development Committee Minutes July 3, 2023

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

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

4. Reports or Communications from City Officers

a. Community Development Director J.R. Charles

Mr. Charles reported programming revenue returned about 36% of the money that the City had expended. The BBQ competition is coming up September 15-16, 2023.

A ribbon cutting for the pedestrian bridge will be planned to coincide with the grand opening of some of Bridgeway's retail and restaurants.

Maverick Yards has submitted a reimbursement request.

The newest art installation for the public art trail will begin soon. The theme for this year is "Soaring Energy." A call for artists was sent out today.

Chairman Matney thanked the department for their help with Amp'd Up Fridays. He has heard nothing but compliments on how well the evenings went.

b. Capital Projects Update- Seth Duncan

Mr. Duncan reported CoTransCo has completed right-of-way acquisition, final

engineering, and has bid out the Jenkins St./Jenkins Court Streetscape project. Bids did come in within expectations, but were higher than previously projected. The City is working with the railroad and Duke Energy on this project.

Right-of-way acquisition along E. Butler Road has begun. Staff has been presented with the latest drawings and points of right-of-way conflict along City owned property. The largest point of potential conflict will be the loss of parking at Maverick Station due to lane widening. Staff is already reviewing potential contingencies to discuss with Council. The next step is for the company engaged in right-of-way acquisition to seek an appraisal and provide this information to the City.

5. Unfinished Business- There is no unfinished business.

6. New Business

a. MASC Grant Match for City Center Village Master Plan

The MASC offers a Hometown Economic Development Grant for economic development programs. As City Center Village evolves with the new developments, City staff would like to create an updated master plan for the development in partnership with a community development consulting firm. The MASC Grant will provide up to \$25,000 for economic development projects, and the application requires two things: a signed resolution by the City Council supporting the application, and a commitment to the grant match, which accounts for 15-percent of the requested grant (i.e. a \$25,000 grant requires a \$3,750 match.)

The Community Development Department has an existing line item for Special Projects that can supply the \$3,750 grant match.

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

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

7. Public Comment- None

8. Committee Concerns- None

9. Adjournment- Chairman Matney adjourned the meeting at 6:16 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

ECONOMIC PLANNING & DEVELOPMENT COMMITTEE AGENDA ITEM

MEETING DATE: September 5, 2023

AGENDA ITEM: 6a

TO: Economic Planning & Development
FROM: JR Charles, Community Development Director
SUBJECT: Allston Townes Trail

REQUEST

The EPD Committee is being asked to consider forwarding a development agreement with a positive recommendation to full Council for the development of a multipurpose trail at Allston Townes subdivision.

HISTORY/BACKGROUND

Allston Townes, LLC is in the process of developing a townhome subdivision at the corner of Green Street and Murray Drive. As part of the development, the developer intends to provide a right-of-way for future Swamp Rabbit Trail access. In order to take advantage of permitting, land disturbance, mobilization and other activities associated with the development, staff approached the developer about installing the trail segment concurrently with subdivision development. The agreement that follows outlines roles and responsibilities, reimbursement processes, and other standard agreement requirements.

ANALYSIS or STAFF FINDINGS

One of the City's primary goals is to connect the Swamp Rabbit Trail with BridgeWay Station. To this effort, staff remain committed to finding win-win opportunities to leverage new development opportunities and other partnerships to extend trail segments in order to accomplish Council's goal. The proposed trail segment and development agreement will provide for the installation of a 1,450' segment of 12' wide multipurpose trail parallel to the railroad right-of-way as part of a new subdivision development.

As part of the development agreement, the City commits to reimbursing the developer for the trail installation in an amount up to \$115,000. Funding will be provided as a combination of budgeted funds and use of fund balance. Staff's proposed funding plan is as follows:

Expense		Source	
Trail Reimbursement	\$115,000	FY 2023-2024 Budget	\$39,000
		H&A Tax Fund Balance	\$76,000

As of August 2023, the H&A Tax Fund Balance is estimated to be approximately \$2.165 million.

RECOMMENDATION

Staff recommends the EPD Committee make a positive recommendation to full Council and authorize the execution of the development agreement.

ATTACHMENTS

- Allston Townes Trail Segment Agreement
- Allston Townes Trail Portion Estimate (SEG Estimate)
- Site Map

STATE OF SOUTH CAROLINA)	CITY OF MAULDIN AND ALLSTON
)	TOWNES, LLC DEVELOPMENT
COUNTY OF GREENVILLE)	AGREEMENT (MAULDIN TRAIL)
)	
CITY OF MAULDIN)	

This Development Agreement (the “Agreement”) by and between Allston Townes, LLC a South Carolina limited liability company (the “Owner”), and the City of Mauldin, a political subdivision and municipal corporation organized and existing under the laws of South Carolina (the “City”), is entered into this _____ day of _____, 2023.

WHEREAS, Allston Townes, LLC (the “Owner”) intends to develop a multipurpose trail segment in the City (the “Trail”) on those certain tracts or parcels of land along Green Street located in the City as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “Property”);

WHEREAS, as part of a larger trail system, the Trail will serve a vital role in connecting the City’s trail segments to other trails including the Swamp Rabbit Trail; and

WHEREAS, the Owner and the City desire to cooperate in the construction of the Trail to permit public pedestrian and bicycle travel between ICAR and Bridgeway Station; to establish the procedures under which the Trail will be designed, approved and constructed; and the conditions under which the City will reimburse the Owner for approved expenditures associated with the Trail; and

WHEREAS, the City is committed to building trails and trail segments for the purpose of outdoor recreation and enhancing the quality of life for residents and visitors, and the City envisions a network of trails that connect to the Swamp Rabbit Trail and other trail systems.

NOW THEREFORE, for good and valuable consideration, including the mutual exchange of promises set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledge, the parties covenant with one another to perform as follows:

1. Owner Commitments and Responsibilities. Pursuant to the terms of this Agreement, the Owner shall:
 - a. Retain licensed engineers and contractors to design and construct the Trail.
 - b. The Trail shall be constructed to the Swamp Rabbit Trail specifications, attached hereto as Exhibit B and incorporated herein by reference (the “Trail Specifications”). The Trail will be a minimum width of 11’ in all locations and shall begin at the entrance to the Owner’s subdivision to be developed on the Property and shall terminate at the creek, as shown on Exhibit C, attached hereto and incorporated herein by reference.
 - c. Upon completion of the plans for the Trail by Bluewater Civil Design, LLC (the “Trail Plans”) and approval of the Trail Plans by the City, Owner shall provide the

City with a detailed cost estimate for the development of the Trail pursuant to the approved Trail Plans (the "Trail Budget").

- d. Once the Trail Budget is approved by Owner and the City, the parties shall execute an amendment to this Agreement incorporating the Trail Plans and the Trail Budget as part of this Agreement and adding them as exhibits. Owner shall complete the development of the Trail in substantial conformity with the Trail Plans. Any material change to the Trail Plans or the Trail Budget shall require a change order executed by the City.
- e. With the cooperation and assistance of the City, Owner will be responsible for obtaining the required permits for the development of the Trail.

2. City Contributions and Commitments:

- a. *Project Participation.* Subject to Paragraph 2(b) below, the City will reimburse the Owner for the actual substantiated cost of the design of the Trail in an amount up to, but not to exceed, ONE HUNDRED FIFTEEN-THOUSAND DOLLARS and 00/100 (\$115,000) and reimburse Owner for the approved Trail Budget (each a "Reimbursement Payment") on a monthly basis.
- b. *Draw Requests and Reimbursement Contingencies.* No Reimbursement Payment will be provided to the Owner without an itemized invoice of the actual costs incurred for the design and construction of the Trail (each a "Draw Request") that complies with the terms of Procurement attached hereto as Exhibit D and incorporated herein by reference (the "Procurement Terms") and the City has confirmed that the work has been completed in substantial compliance with the Trail Plans. Each Draw Request shall include the schedule of values submitted by any design professional or any contractor performing design, construction or other services necessary for the completion of the Trail. Actual costs do not include any of the following actual or allocated costs: personnel costs or overhead costs of the Owner; however, actual costs shall include the carrying costs of the Property, including but not limited interest expenses and property taxes. Each Draw Request shall contain only the costs associated with the Trail as described in Exhibit E.
- c. *Timing for Payment.* Owner shall be permitted to submit Draw Requests on a monthly basis to the City under this Agreement, which the City will pay within twenty-five (25) days of the submission of each Draw Request provided the Draw Request complies with the requirements of Section 2(b) above.
- d. *Project Administrator.* The City will assign a project Administrator to assist the Owner in the construction of the Trail, including but not limited to obtaining City permits, and serve as a liaison between the Owner and the City.
- e. *City Maintenance Obligations.* The Trail shall be dedicated to and accepted by the City upon completion of the Trail. **The Trail shall not be open to or used by the public until dedication of the Trail to the City.** Thereafter, the City shall be solely responsible for the maintenance of the Trail.

3. Reimbursements Subject to Standard of Reasonableness. Those costs which are to be reimbursed or paid as consideration by the City must be reasonably incurred and substantiated in accordance with the Procurement Terms. Any Draw Request submitted

in line with the Trail Budget shall be deemed “reasonable” as the term is used in this Section.

4. Compliance with Law. The design and construction of the Trail shall be performed in a good, safe and workmanlike manner and in accordance with all applicable laws, rules, orders, ordinances, regulations and legal requirements of all governmental entities, agencies or instrumentalities relating to the development, use or condition of the Property and any improvements constructed hereon including, without limitation, Titles II and III of the Americans with Disabilities Act (as amended), and all building code and zoning requirements in effect at the time of development of the Trail. Compliance with the law during the operation of the Trail shall be the sole responsibility of the City.
5. Assignment. The Owner is not authorized to assign its rights and obligations under the Agreement to third parties without first having received from the City a written consent, which consent shall not be unreasonably withheld, executed with the same formality of the Agreement.
6. Indemnification by Owner. The Owner shall indemnify and hold the City, its officers, agents, employees and representatives (the "City Indemnified Parties") free and harmless from any liability sustained by the City Indemnified Parties to the extent caused by Owner's gross negligence or willful misconduct in the performance of Owner's duties and responsibilities under the terms and conditions of this Agreement, save and except claims for damages arising through the gross negligence or willful misconduct of the City. The Owner shall defend, at its expense, including attorneys' fees, the City Indemnified Parties in any legal action in which Owner is obligated to indemnify the City Indemnified Parties as set forth in the preceding sentence. The City may in its discretion participate in the defense of any such legal action. The terms of this Section 6 shall survive for 180 days after dedication of the Trail to the City.
7. Environmental Indemnification by Owner. The Owner shall indemnify and hold the City Indemnified Parties free and harmless from any liability, based or asserted, upon any act or omission of the Owner and its officers and employees, for any violation of any federal, state or local law, ordinance or regulation relating to hazardous or toxic materials, industrial hygiene, or environmental conditions created by the Owner or its officers and employees after the Effective Date on, under or about the Trail that Owner owns or controls at the time of occurrence, including, but not limited to, soil and groundwater conditions, and the Owner shall defend, at its expense, including attorneys' fees, the City Indemnified Parties in any action based or asserted upon any such alleged act or omission. The City may in its discretion participate in the defense of any such action.
8. Modification. No modification, amendment or waiver of any provision of the Agreement shall be binding upon the parties unless the same is first reduced to writing in a document having the same formality as the Agreement and executed by the duly authorized officer for each party. Minor modifications can be made by the City Administrator on behalf of the City, it being agreed that reasonable extensions of time may be granted without City Council approval.

9. Merger of Negotiations. This Agreement constitutes the entire agreement between the parties. All prior negotiations and representations of both parties with respect to the Trail are merged into the Agreement, and no prior statement, whether written or oral, with respect to the Trail shall be binding upon either party unless reduced to writing and contained in the Agreement.
10. Applicable Law. The Agreement shall be subject to, and interpreted under, the laws of the State of South Carolina. Any dispute arising out of, or related in any manner to the Agreement or the Project must be brought in the Greenville County Court of Common Pleas following the exhaustion of any and all available administrative remedies.
11. Execution Required. This Agreement shall be null and void if not executed by the Owner and presented to the City within ninety (90) days of passage of the adopting ordinance.
12. No Joint Venture. The parties acknowledge the City is acting solely in a governmental capacity in expanding/enhancing the City's public infrastructure and spaces, in approving the Agreement and in providing any other approvals related to the Trail. Accordingly, the parties further acknowledge that no joint venture is intended or created between the Owner (or Affiliate of the Owner) and the City, and the parties expressly disclaim the same.
13. Notice. All notices and communications hereunder shall be in writing and shall be delivered personally, overnight mail or sent by certified mail, return receipt requested, addressed to the parties as follows:

CITY:
City of Mauldin
Attention: City Administrator
5 East Butler Road
Mauldin, SC 29662

OWNER:
Allston Townes, LLC
Attention: Spencer Elliott
12 Algonquin Trail
Greenville, SC 29607

14. Miscellaneous. If any part or provision of this Agreement is held invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining parts and provisions of this Agreement. The waiver of a breach of this Agreement by either party shall not operate as a waiver of any subsequent breach, and no delay in acting with regard to any breach of this Agreement shall be construed to be a waiver of the breach. Headings are inserted for convenience only and shall not be considered for any other purpose. All exhibits referenced above (including all attachments thereto) are attached hereto and incorporated herein as part of the Agreement.

15. Survival. Any provision herein contained which by its nature and effect is required to be observed, kept or performed after the completion and acceptance of the Trail by the City, shall survive and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed unless otherwise noted in this Agreement.

16. Dispute Resolution. In the event of a dispute between the parties regarding this Agreement, the parties agree to submit the dispute to mediation pursuant to the South Carolina of Alternative Dispute Resolution with the parties bearing their own attorney's fees and costs related thereto. If the dispute cannot be resolved through mediation, and the dispute is litigated, the parties consent to jurisdiction in the Greenville County Court of Common Pleas. The parties further agree that the prevailing party in litigation shall be entitled to recover its attorney's fees and costs from the non-prevailing party.

WHEREFORE, in consideration of the foregoing, the parties do bind themselves by terms and conditions of the Agreement by providing below the signature of their authorized officers.

WITNESSES:

ALLSTON TOWNES, LLC

BY: _____

ITS: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____ as _____ of Allston Townes, LLC.

Notary Public for South Carolina
My Commission Expires: _____

Printed Name of Notary

WITNESSES:

CITY OF MAULDIN

BY: _____

ITS: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____ as _____ of City of Mauldin.

Notary Public for South Carolina
My Commission Expires: _____

Printed Name of Notary

DRAFT

EXHIBIT A
OWNER'S PROPERTY

TMS# M002010201004 and M008040100400

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, WITH ALL BUILDINGS AND IMPROVEMENTS THEREON OR HEREINAFTER CONSTRUCTED THEREON, SITUATE, LYING AND BEING IN THE TOWN OF MAULDIN, COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA, BEING SHOWN AND DESIGNATED AS PART LOT 2 PARCEL "C", ON PLAT ENTITLED "SURVEY FOR ERNEST H. RAINES. SR. AND DORA JEAN RAINES" PREPARED BY CAROLINA SURVEYING CO., DATED JUNE 22, 1995 AND RECORDED JULY 28, 1995 IN PLAT BOOK 30-Q AT PAGE 43. FOR A MORE PARTICULAR DESCRIPTION AS TO METES AND BOUNDS, COURSES AND DISTANCES, REFERENCE IS HEREBY MADE TO AFORESAID PLAT OF RECORD.

ALSO:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, WITH ALL BUILDINGS AND IMPROVEMENTS THEREON OR HEREINAFTER CONSTRUCTED THEREON, SITUATE, LYING AND BEING IN THE TOWN OF MAULDIN, COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA, BEING SHOWN AND DESIGNATED AS PARCEL "B", ON PLAT ENTITLED "SURVEY FOR ERNEST H. RAINES, SR. AND DORA JEAN RAINES" PREPARED BY CAROLINA SURVEYING CO., DATED 6-22-95 AND RECORDED 7-28-85 IN PLAT BOOK 30-Q AT PAGE 43. FOR A MORE PARTICULAR DESCRIPTION AS TO METES AND BOUNDS, COURSES AND DISTANCES, REFERENCE IS HEREBY MADE TO AFORESAID PLAT OF RECORD.

TMS# M002010201004

PROPERTY TO BE PURCHASED WITH NEW SURVEY TO BE OBTAINED AT CLOSING.

M008040100400

EXHIBIT B
SWAMP RABBIT TRAIL SPECIFICATIONS

DRAFT

EXHIBIT C
SITE LAYOUT

DRAFT

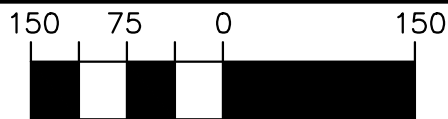
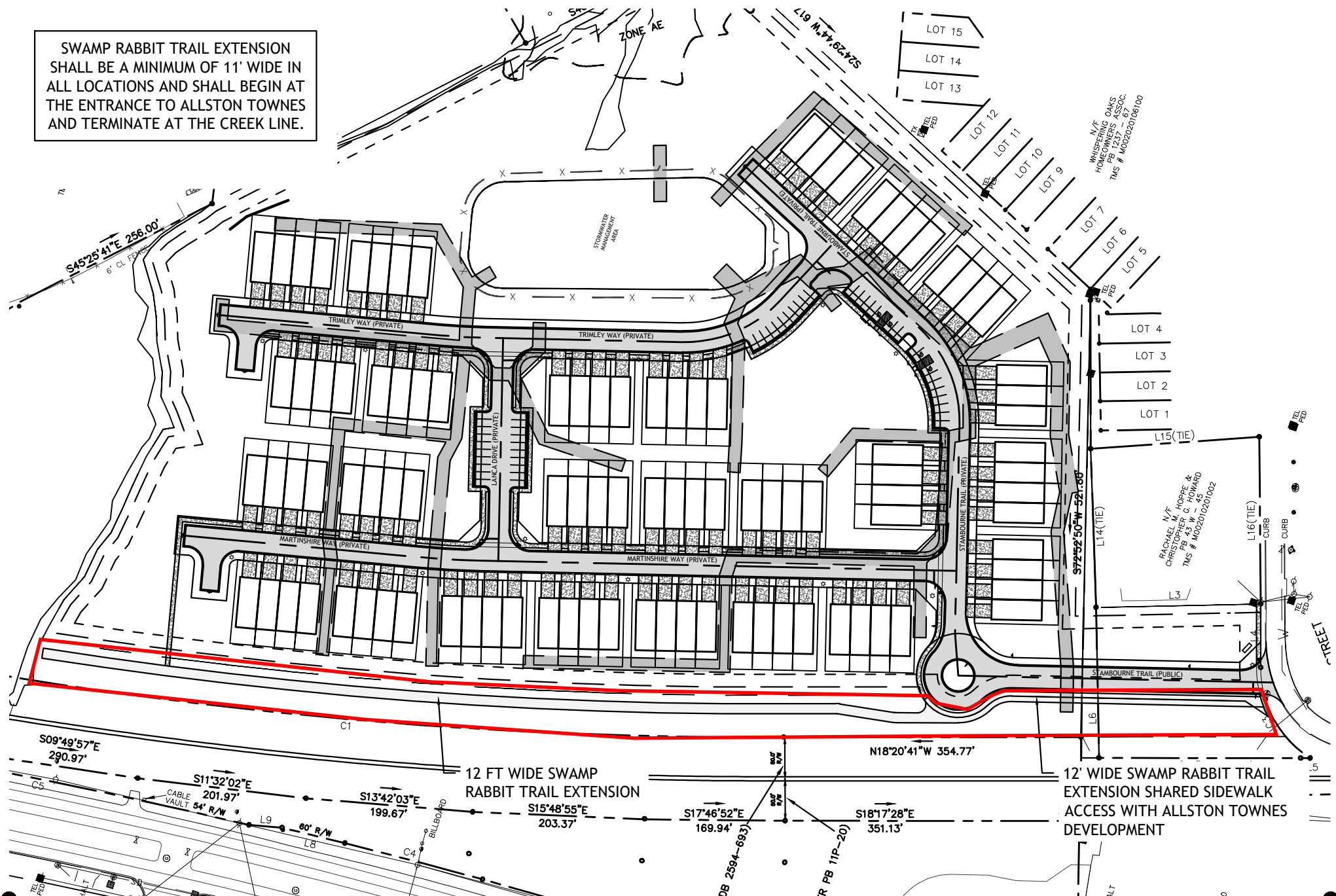
EXHIBIT D
CITY OF MAULDIN PROCUREMENT PROCEDURES FOR PUBLIC/PRIVATE
PARTNERSHIPS

Development Agreements. Whenever the city enters into a development agreement with a private developer, private property owner, or other private party or entity (hereinafter "private developer") which involves the installation of public infrastructure improvements or public services or a combination thereof then, in order to achieve efficiencies for such projects and to avoid delay in the completion of the respective projects, the city may enter into a written agreement with a private developer which permits the private developer's procurement practices to be utilized to procure the public infrastructure and/or public services to be provided by the city provided that the procurement practices ensure that the costs to the city are reasonable. Any such arrangement must be designed to secure the greatest value with the most efficient means available in accordance with reasonable business standards in order to ensure that the public investment associated with the project is reasonable and benefits the public, the city, its citizens and the private developer. Any written agreement relating to such projects must provide for the city's consent and approval of the procurement practices for the infrastructure, materials, or services to be paid for by the city and be subject to audit by the city. Such practices must assure adherence to principals of fairness, efficiency, and value for the use of public funds to benefit the public. The procurement process utilized by the private developer must include a competitive bid procedure which will ensure that the costs to the city are reasonable and will secure the greatest value for the public investment. The city will designate a representative to participate in the procurement process from its inception until the conclusion of the project. In this respect, the city shall retain the right to reject any proposals obtained for the infrastructure, materials, or services to be provided by the city. To the extent performance bonds or payment bonds are required by the general law of this state for public subdivisions, these practices shall assure their use for public improvements funded by the city.

**ALLSTON TOWNES TRAIL
REIMBURSEMENT SCHEDULE**

Scope	Description	Reimbursement
Trail Construction	Includes mobilization, staking, erosion control, clearing, demo, grading, as-built surveys and inspections	\$ 14,000.00
Trail Materials	Materials and labor as quoted by SEC Construction.	\$ 98,900.00
Trail Contingency	Contingency for unforeseen conditions.	\$ 2,100.00
Total Reimbursement		\$ 115,000.00

SWAMP RABBIT TRAIL EXTENSION
SHALL BE A MINIMUM OF 11' WIDE IN
ALL LOCATIONS AND SHALL BEGIN AT
THE ENTRANCE TO ALLSTON TOWNES
AND TERMINATE AT THE CREEK LINE.



scale: 1" = 150'



Bluewater Civil Design, PLLC
718 Lowndes Hill Road
Greenville, SC 29607
www.bluewatercivil.com
info@bluewatercivil.com

date: 8/29/23

EXHIBIT C



ESTIMATE

Number: 1

Date: 8/14/2023

PO Box 26736
Greenville SC 29616

Allston Townes Swamp Rabbit Trail

<u>Description</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
2125 Sy of Walking Trail			
Clear for trail	1	\$ 3,500.00	\$ 3,500.00
Fine grade for trail	2125	\$ 3.00	\$ 6,375.00
Backfill and grass edges	2125	\$ 2.00	\$ 4,250.00
6" Stone	2125	\$ 19.91	\$ 42,308.75
2" Asphalt	2125	\$ 19.98	\$ 42,457.50
		Total:	\$ 98,891.25
		Net Due:	\$ 98,891.25