



# CITY COUNCIL MEETING

---

**MONDAY, SEPTEMBER 18, 2023 | 7:00 PM**

**City Council will meet 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  
COUNCIL MEETING AGENDA  
SEPTEMBER 18, 2023  
CITY HALL COUNCIL CHAMBERS, 5 E. BUTLER ROAD**

- |   |                    |
|---|--------------------|
| <b>1. Call to Order</b>   | Mayor Merritt      |
| a. Welcome  |                    |
| b. Invocation   |                    |
| c. Pledge of Allegiance   |                    |
| <br><b>2. Proclamations and Presentations</b>   | Mayor Merritt      |
| a. Constitution Week Proclamation   |                    |
| <br><b>3. Reading and Approval of Minutes</b>   | Mayor Merritt      |
| a. City Council Meeting- August 21, 2023  |                    |
| <br><b>4. Public Comment</b>  | Mayor Merritt      |
| <br><b>5. Report from City Administrator</b>  | City Administrator |
| <br><b>6. Report from Standing Committees</b>   |                    |
| 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)   |                    |
| <br><b>7. Unfinished Business-<br/>    Ordinances- 2<sup>nd</sup> Reading</b>   | Mayor Merritt      |
| a. Ordinance 1021- An ordinance to provide for the annexation of property owned by Charles Michael Hendrix, and located at 2114 and 2118 Standing Springs Road (tax map parcels: 0583.02-01-009.02 and 0583.02-01-009.03 by one hundred percent petition method; and to establish a zoning classification of R-10, Residential, for said property | Chairwoman Kuzniar |
| b. Ordinance 1022- An ordinance to rezone property consisting of approximately 6 acres located at Ashmore Bridge Road and Fork Shoals Road (portions of tax map parcel #0411.00-01-001.00 and all of lots 678 thru 694 of Arden Woods Phase 6) and providing an effective date  | Chairwoman Kuzniar |

**8. New Business**

Mayor Merritt

**Ordinances – 1st Reading**

None

**Standing Committee Items**

a. Planning Commission Appointment ]

Chairwoman Kuzniar

b. Resolution- Transfer of Assets from ReWa to City of Mauldin

Chairman Kraeling

c. Mauldin Fire Department State Appropriation Budget

Chairwoman King

d Senior Center State Appropriation Budget

Chairman Allgood

e. Allston Townes Trail Development Agreement

Chairman Matney

**9. Public Comment**

Mayor Merritt

**10. Council Concerns**

Mayor Merritt

**11. Adjournment**

Mayor Merritt



**WHEREAS:** The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

**WHEREAS:** September 17, 2023, marks the two hundred and thirty-sixth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS:** It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

**WHEREAS:** Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

**NOW, THEREFORE I,** Terry Merritt , Mayor of the City of Mauldin, South Carolina, do hereby proclaim the week of September 17 through 23 as

#### **CONSTITUTION WEEK**

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

---

Mayor Terry Merritt

**MINUTES  
CITY OF MAULDIN  
COUNCIL MEETING  
AUGUST 21, 2023  
CITY HALL COUNCIL CHAMBERS, 5 E. BUTLER ROAD**

Members present were Mayor Terry Merritt, Council members Taft Matney, Carol King, Jason Kraeling, Frank Allgood, Michael Reynolds, and Diane Kuzniar.

Others present were City Administrator Seth Duncan and City Attorney John Duggan.

**1. Call to Order-**Mayor Merritt

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

**2. Proclamations and Presentations-** The Mayor read the proclamations and presented plaques.

- a. Retirement Presentations-  
Captain Kara Boyd
- b. MHS Wrestling Proclamations-  
Peyton Fisher  
Bianca Connell

**3. Reading and Approval of Minutes**

- a. City Council Meeting- July 17, 2023  
The minutes were approved by unanimous consent.

**4. Public Comment-** None

**5. Report from City Administrator**

Mr. Duncan reported the bridge naming has received more than 2,000 responses from the public. Submissions will be accepted until September 5 at noon.

The Mauldin Cultural Center will host an Open House on Thursday, August 24th from 5:00-7:00PM. The event will allow residents to learn more about what the Cultural Center has to offer, and see what's coming up next for events and theater.

Hunchback of Notre Dame tickets are on sale. The show will debut on Thursday, September 21 and will run two weekends: Sept 21-24 and Sept 28-Oct 1.

The City of Mauldin's 13th Annual Sooie BBQ Cook-Off is right around the corner. This year's event will start Friday, September 15 at 6:00PM and run through Saturday, September 16.

Wendy Badgley has been hired as the City's next Senior Center Manager.

## **6. Report from Standing Committees**

- a. Finance and Policy (Chairperson Reynolds)- Chairman Reynolds reported the Finance Department has received the annual financial report award.
- b. Public Safety (Chairperson King)- Fire Department HQ is about a month away from opening.
- c. Public Works (Chairperson Kraeling)- The two new sidearm trucks have come in.
- d. Economic Planning & Development (Chairperson Matney)- None
- e. Building Codes (Chairperson Kuzniar)- A Table 301 restaurant has been permitted for Bridgeway Station.
- f. Recreation (Chairperson Allgood)- None

## **7. Unfinished Business-**

Ordinances- 2nd Reading

- a. Ordinance 1020- Business License Incentive Program Ordinance Change

**Motion:** Chairman Matney made a motion to pass this ordinance to encourage and incentivize private capital investment of corporate and regional headquarters within the City and to authorize alternative abatement incentive programs for economic development projects on final reading with Councilman Kraeling seconding.

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

- b. Ordinance 1021- An ordinance to provide for the annexation of property owned by Charles Michael Hendrix, and located at 2114 and 2118 Standing Springs Road (tax map parcels: 0583.02-01-009.02 and 0583.02-01-009.03 by one hundred percent petition method; and to establish a zoning classification of R-10, Residential, for said property

The applicant has requested this reading be delayed until the September Council meeting.

**Motion:** Chairwoman Kuzniar made a motion to hold this item in Council until next month. Councilman Matney seconded the motion.

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

## 8. New Business

### Ordinances – 1st Reading

- a. An ordinance to rezone property consisting of approximately 6 acres located at Ashmore Bridge Road and Fork Shoals Road (portions of tax map parcel #0411.00-01-001.00 and all of lots 678 thru 694 of Arden Woods Phase 6) and providing an effective date

**Motion:** Chairwoman Kuzniar made a motion to accept this ordinance on first reading. Councilman Reynolds seconded the motion.

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

### Standing Committee Items

- b. MASC Grant Match for City Center Village Master Plan

**Motion:** Chairman Matney made a motion to adopt the resolution supporting the City of Mauldin's application for a Hometown Economic Development Grant sponsored by the Municipal Association of South Carolina and authorize the mayor to execute the resolution. Councilman Kraeling seconded the motion.

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

- c. SRO Memorandum of Understanding with Greenville County

**Motion:** Chairwoman King made a motion to pass the agreement with Greenville County for SROs with Councilman Kraeling seconding.

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

- d. Stormwater Intergovernmental Agreement

Authorization is requested to the Intergovernmental Agreement for Roles and Responsibilities under NPDES Municipal Stormwater Permit between the City of Mauldin and Greenville County.

**Motion:** Chairman Kraeling made a motion to approve the intergovernmental agreement with Councilwoman King seconding.

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

e. Jenkins Streetscaping Funding Appropriation

**Motion:** Chairman Kraeling made a motion to appropriate an additional \$1,531,573 from the Capital Fund Fund Balance for the streetscape project on Jenkins Street and Jenkins Court in accordance with GLDTC Project Agreement 586. Councilwoman King seconded the motion.

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

f. Sewer Rehabilitation Program- Amendment 5 with CHA

**Motion:** Chairman Kraeling made a motion to approve amendment 5 to the agreement dated March 17, 2015 between the City of Mauldin and Frazier Engineering, P.A , now CHA Consulting Inc. Councilwoman King seconded the motion.

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

g. Keller Williams Real Estate Business License Late Fee

Mayor Merritt said our process is clear and they knew the Business license fee was due. There should be no waiver. He would rather go through the legal process.

Chairman Reynolds does not disagree but is looking at keeping a relationship with a long-term business.

Councilman Kraeling said he would like legal advice on this matter before making a decision.

**Motion:** Chairman Reynolds made a motion to approve a partial wavier of late fees. He recommended waiving all late fees except for the month of May 2023, which would be 5%. Councilman Allgood seconded the motion.

**Vote:** The vote was 4-3 with Councilwoman Kuzniar, Councilman Kraeling and Mayor Merritt dissenting.

h. Senior Center and Sports Center Copier Contract

**Motion:** Chairman Reynolds made a motion to add the three Recreation Department copiers onto the existing lease with Dex Imaging. Councilwoman King seconding the motion.

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



i. FY 23 Surplus Projection Plan

**Motion:** Councilman Reynolds made a motion to approve FY2023 Surplus Projection Plan as submitted. Councilwoman King seconded the motion. Councilwoman King asked that staff look at updating our policy as it pertains to comp time.

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

Committee of the Whole

- j. (Amendment to) a Resolution Authorizing the Mayor and City Council to execute an American Rescue Plan Act (ARPA) Stormwater Infrastructure Program Subrecipient Agreement between the City of Mauldin and the South Carolina Office of Resilience to fund a Stormwater Infrastructure Improvement Project that will mitigate the impact of future disasters.

**Motion:** Councilwoman King made a motion to consider this item informally with Councilman Reynolds seconding.

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

The City was awarded 1,166,153.50 dollars from the South Carolina Office of Resilience which has been funded through the American Rescue Plan Act Stormwater Infrastructure Program (ASIP). A municipal match of 676,153.50 is required by the City for this project. The remaining funds removed from the municipal match will be paid out of ARPA funds under the City's existing contract with KCI.

**Motion:** Councilman Kraeling made a motion to amend the resolution with Councilman Reynolds seconding.

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

**9. Public Comment**

Rollie Hyust- 104 Swinton Drive. Mr. Hyust thanked Council and the Administrator for obtaining the grant for sidewalks. He is concerned about the bridge on Miller Road. Students are having to walk in the road to get home from school because of the overgrowth on the sides of the road. Mr. Hyust asked if the City could communicate with DOT on getting the road cleaned up on both sides.

- 10. Council Concerns-** Mr. Allgood asked if the bridge Mr. Hyust referenced is the one near the Great Wall and was answered yes.

**11. Adjournment-** Mayor Merritt adjourned the meeting at 8:00 p.m.

Respectfully Submitted,  
Cindy Miller  
Municipal Clerk

# CITY COUNCIL AGENDA ITEM

**MEETING DATE:** September 18, 2023

**AGENDA ITEM:** 7a

---

**TO:** Building Codes Committee

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

**SUBJECT:** Annexation of 2114-2118 Standing Springs Road  
\*\*\*2<sup>nd</sup> Reading\*\*\*

---

**AUTHORIZED REP(S):** SVN Blackstream • Bluewater Civil Design, LLC

**OWNER(S):** Charles Michael Hendrix

**TAX MAP #(S):** 0583.02-01-009.02  
0583.02-01-009.03

**LOCATION:** 2114-2118 Standing Springs Road

**CURRENT ZONING:** R-12 (County)

**REQUESTED ZONING:** R-10, Residential

**SIZE OF PROPERTY:** Approx. 16.7 acres

**CONTIGUITY:** This tract touches the Meadow Springs community on Standing Springs Road and is also adjacent to the Chestnut Ridge/Chestnut Reserve subdivision development on Fork Shoals 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 16.7 acres owned by Charles Michael Hendrix and is located at 2114 and 2118 Standing Springs Road.

The applicant has requested that this tract be zoned R-10, Residential, upon annexation into the City of Mauldin. SVN Blackstream is seeking to add this tract to their Chestnut Reserve subdivision development (previously known as Section II and Section III of Chestnut Ridge). While this tract will add to the overall acreage of the Chestnut Ridge subdivision project, the applicant will not add any new homes to this project. In fact, the applicant is proposing to reduce the number of homes in Section II and Section III from 351 detached single-family homes to 347 detached single-family homes. The total number of homes associated with Chestnut Ridge would be reduced from 711 homes to 707 homes. The developer is also intending to add a street connection between the Meadow Springs community and the Chestnut Ridge subdivision. The

website for the builder, D.H. Horton, currently lists homes in Section I from the low \$300,000's to high \$300,000's.

Below is the timeline for the Chestnut Ridge project which has just now begun building homes in Section I.

Feb – Jun 2019	Section I Annexed 108 acres	
Sep 2019	Section I Subdivision Approved 379 lots	379 TOTAL LOTS
Jan 2021	Section II Annexed 62 acres	
Apr 2021	Section II Subdivision Approved 212 lots (Section I reduced by 19 lots)	572 TOTAL LOTS
Oct 2021	Section III Annexed 33 acres	
Jan 2022	Section III Subdivision Approved 141 lots (Section II reduced by 2 lots)	711 TOTAL LOTS

## UTILITIES AND SERVICES

---

All utilities are available including water and sewer. The developer is extending sewer to this property via the sewer extension installed for the Chestnut Ridge development project. The sewer lines for Chestnut Ridge and Chestnut Reserve will be owned and maintained by MetroConnects.

The tract is currently located in the South Greenville Fire District. The South Greenville Fire District has a station located approximately ¼-mile from the Chestnut Reserve development project. On February 18, 2019, the City Council approved an automatic aid agreement with the South Greenville Fire District that will trigger fire response to this tract from the South Greenville Fire District. Upon annexation, this tract will be transferred into the Mauldin Fire District.

## PLANNING AND ZONING

---

### *About the R-10 District*

The R-10 zoning designation is a medium density residential district intended to provide single-family living and also encourage diverse functioning neighborhoods that may include various types of residential development with the purpose of providing a balanced and attractive residential area.

R-10 Zoning allows a minimum 10,000-square foot lot for detached single-family homes. Attached single-family homes and cluster housing developments can be developed at a maximum density of 4.4 units per acre.

### *Comprehensive Plan Analysis*

This tract is beyond the planning area delineated in the Future Land Use Map of the Comprehensive Plan. However, similar areas mingled among residential areas typically depict low- to medium-density residential future land uses.

### ***Surrounding Development/Zoning***

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

<b>Direction</b>	<b>Zoning District(s)</b>	<b>Existing Use(s)</b>
<b>North</b>	R-10 (City)	Meadow Springs subdivision
<b>South</b>	R-S (County) R-10 (City)	Rural residential Chestnut Ridge/Reserve subdivision
<b>East</b>	R-M20 (County)	Ashmore Springs subdivision
<b>West</b>	R-10 (City)	Chestnut Reserve subdivision

### ***Property Values***

The homes in this project are projected to sell at a price starting in the \$300,000's. This is consistent or higher than the home sales in the surrounding area. See below.

Community	2022		2023	
	No. of Sales	Avg. Price	No. of Sales	Avg. Price
Ashmore Springs	13	\$249,415	1	\$187,000
Oak Knoll	5	\$256,800	1	\$277,000
River Run	4	\$237,750	2	\$268,500

### **TIMELINE**

On June 6, 2023, staff received the signed petition for the annexation of this tract.

On July 3, 2023, the Building Codes Committee forwarded this matter to City Council with a recommendation of approval by a vote of 3-0.

On July 17, 2023, the City Council approved this annexation on first reading.

On August 21, 2023, the City Council approved the applicant's request to delay 2<sup>nd</sup> reading of this matter until September.

### **STAFF RECOMMENDATION**

The addition of this tract to provide more open space will create for improved design and a better community at the proposed Chestnut Reserve subdivision project. For this reason, staff supports the annexation of this tract.

### **ATTACHMENTS**

Annexation Ordinance (maps and petitions attached therein)

**ORDINANCE \_\_\_\_-2023**

**AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF  
PROPERTY OWNED BY CHARLES MICHAEL HENDRIX,  
AND LOCATED AT 2114 AND 2118 STANDING SPRINGS  
ROAD (TAX MAP PARCELS: 0583.02-01-009.02 AND  
0583.02-01-009.03) BY ONE HUNDRED PERCENT  
PETITION METHOD; AND TO ESTABLISH A ZONING  
CLASSIFICATION OF R-10, RESIDENTIAL, FOR SAID  
PROPERTY**

WHEREAS, Charles Michael Hendrix is the sole owner of record title of parcels of real property containing 16.7 acres, more or less, located at 2114 and 2118 Standing Springs Road, 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 Charles Michael Hendrix 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, Charles Michael Hendrix 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-10, 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 ordered and ordained by the City Council of the City of Mauldin, South Carolina, in council assembled and by the authority thereof:

1. ANNEXATION: The real property owned by Charles Michael Hendrix, 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 Standing Springs Road 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-10, Residential.

---

Terry Merritt, Mayor

ATTEST:

---

Cindy Miller, Municipal Clerk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Approved as to Form:

---

City Attorney

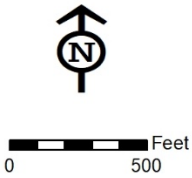
**EXHIBIT 1 – ANNEXATION MAP**

**2114-2118 Standing Springs Rd Annexation Map**



**Legend**

- Subject Property
- Mauldin



Created on June 28, 2023

Reproduction of this map is prohibited without permission from the City of Mauldin.

**DISCLAIMER:** The information contained herein is for reference purposes only. The City of Mauldin makes no warranty, express or implied, nor any guarantee as to information provided herein. The City of Mauldin explicitly disclaims all presentations and warranties. The City of Mauldin assumes no liability for any errors, omissions, or inaccuracies in the information provided herein.



## EXHIBIT 2 – PETITION

PETITION FOR ANNEXATION OF REAL PROPERTY OWNED  
BY CHARLES MICHAEL HENDRIX, AND LOCATED AT 2114  
STANDING SPRINGS ROAD AND 2118 STANDING SPRINGS  
ROAD INTO THE CITY OF MAULDIN BY ONE HUNDRED  
PERCENT (100%) METHOD

Charles Michael Hendrix 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 two parcels of real property in Greenville County containing approximately 16.7 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 16.7 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-10, 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 31 day of MAY, 2023 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 tracts the zoning classification of R-10, Residential, as depicted in Exhibit C attached hereto.

May 31, 2023  
Date

Charles Michael Hendrix  
Charles Michael Hendrix

Helen Hendrix  
Witness

[Signature]  
Witness

## PROPERTY DESCRIPTION

-- AND --

-- AND --

TAX MAP #0583.02-01-009.03



EXHIBIT B

PROPERTY MAP

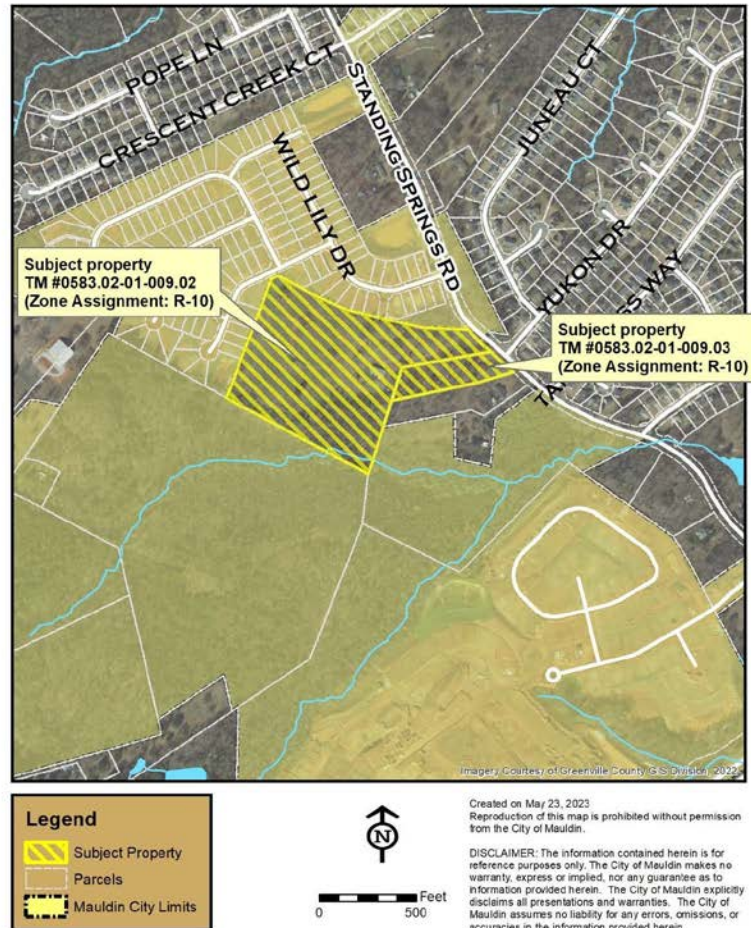
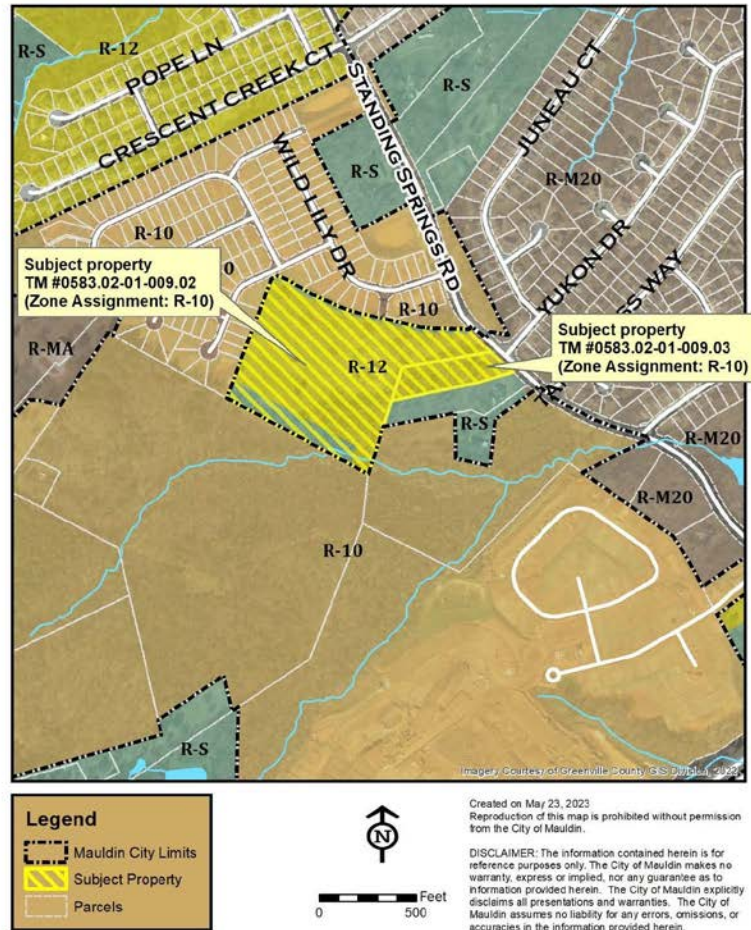


EXHIBIT C

ZONING MAP



# CITY COUNCIL AGENDA ITEM

**MEETING DATE:** September 18, 2023

**AGENDA ITEM:** 7b

**TYPE OF ITEM:** Zoning Map Amendment

---

**TO:** City Council

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

**SUBJECT:** **Expand C-2 Zoning at Arden Woods Commercial Outparcel**  
**\*\*\*2<sup>nd</sup> Reading\*\*\***

---

<b>OWNER(S):</b>	<b>John Beeson • Mark III Properties, LLC</b>
<b>AUTHORIZED REP(S):</b>	Paul Harrison • Bluewater Civil Design, LLC
<b>TAX MAP NUMBER(S):</b>	0411.00-01-001.00, et. al.
<b>LOCATION:</b>	Ashmore Bridge Road and Fork Shoals Road
<b>CURRENT ZONING:</b>	R-M, Residential & C-2, Commercial
<b>REQUESTED ZONING:</b>	Expand the C-2 zoning
<b>SIZE OF PROPERTY:</b>	Approx. 6 acres affected

---

## REQUEST

The City of Mauldin has received a signed petition requesting the expansion of the commercial zoning for a tract of land pursuant to Section 4:2 of the Mauldin Zoning Ordinance. This petition includes expanding the existing C-2, commercial, zoning at the Arden Woods commercial outparcel located at Fork Shoals Road and Ashmore Bridge Road by approximately 6 acres. This expansion will make way for the development of a grocery store yet to be disclosed.

---

## HISTORY/BACKGROUND

This tract was annexed into the City of Mauldin on May 20, 2019. At that time approximately 8 acres was zoned C-2 at the intersection of Ashmore Bridge Road and Fork Shoals Road, while the remainder of the property was zoned R-M. The preliminary plat for the Arden Woods subdivision was conditionally approved by the Planning Commission on November 19, 2019. This subdivision was approved for up to 806 lots (415 detached single-family homes and 391 attached single-family homes). The final design for this subdivision project included 715 lots (388 detached single-family homes and 327 attached single-family homes).

On December 20, 2021, a 3-acre tract on the north side of Ashmore Bridge Road at Arden Woods was rezoned from C-2 to R-M to accommodate the amenity area for the neighborhood. This rezoning brought



the commercial acreage down from 8 acres to 5 acres. That request at that time also initially included expanding the C-2 zoning on the south side of Ashmore Bridge Road at Arden Woods. However, at the request of the applicant, that portion was left off the final rezoning ordinance approved by City Council. The reason this was removed from petition was because it was somewhat premature at the time—the applicant had engaged in discussions with prospective commercial developers but did not know yet the precise amount of acreage that would be needed for the commercial development.

This current proposed expansion of the C-2 at the intersection of Fork Shoals Road and Ashmore Bridge Road will entail rezoning an additional 6 acres of land to the C-2 zoning district, bringing the amount of commercial area at Arden Woods back up to approximately 10.8 acres. To accommodate this commercial expansion, the number of lots in the Arden Woods subdivision will decrease by 17 townhome lots. This will lower the overall residential unit count at Arden Woods from 715 lots to 698 lots (388 detached single-family lots and 310 attached single-family lots).

## **PUBLIC HEARING**

---

The Planning Commission held a public hearing on July 25, 2023. There were no public comments offered at this hearing.

## **ZONING ANALYSIS**

---

### ***Existing Zoning Classifications***

The ***R-M district*** is established to provide for a full range of medium- to high-density multi-family housing types along with single-family detached and attached residences. Other uses include recreational, religious, and educational facilities normally required to provide an orderly and attractive residential area. This district is intended to function as a transition between single-family residential districts and commercial districts where certain land uses may not be compatible.

The ***C-2 district*** is established to promote accessible and central concentrations of business activities and commercial establishments offering both retail goods and services to people from throughout the community. This district is intended to serve both pedestrians as well as people who travel by automobile. Therefore, this district is located along major roadways, and businesses are encouraged to locate in close proximity to one another. Where necessary, adjacent residential areas are protected through landscaping and site design.

### ***Surrounding Development/Zoning***

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

<b>Direction</b>	<b>Zoning District(s)</b>	<b>Existing Use(s)</b>
<b>North</b>	R-M (City)	Arden Woods subdivision
<b>South</b>	R-M (City)	Arden Woods subdivision
<b>East</b>	R-M (City)	Arden Woods subdivision
<b>West</b>	C-2 (City)	Under construction for Spinx gas station

### ***Comprehensive Plan Analysis***

This portion of the property fronting Fork Shoals Road is designated as a “community corridor” in the future land use map of the comprehensive plan. A community corridor is described in the comprehensive

plan as intended for commercial uses, including professional offices, office parks, mixed-use developments, restaurants, and small retail centers.

## REVIEW CRITERIA

---

The Mauldin Zoning Ordinance does not contain any specified criteria that should be considered by the Planning Commission when reviewing requests for rezoning. However, the following criteria are typical of those used by other jurisdictions.

- A. Consistency with the Comprehensive Plan or, if conditions have changed since the Comprehensive Plan was adopted, consistency with the overall intent of the Plan, recent development trends, and the general character of the area;
- B. Suitability of the site's physical, geological, hydrological and other environmental features to support the breadth and intensity of uses that could be developed in the proposed zoning district;
- C. Compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning districts in terms of suitability of location, impacts on the environment, noise, density, nature of use, traffic impacts, aesthetics, ability to develop adjacent properties under existing zoning, and potential influence on property values;
- D. Capacity of public infrastructure and services to sufficiently accommodate all potential uses allowed in the proposed district without compromising public health, safety or welfare; and
- E. Public need for the potential uses permitted in the requested zoning district.

## STAFF FINDINGS

---

Based on the above criteria, staff provides the following findings for consideration of the proposed request.

A. ***Comprehensive Plan Consistency***

The Comprehensive Plan supports the expansion of the C-2 zoning at this tract.

B. ***Suitability of the Site***

There are not any apparent floodplains, wetlands, or steep topography on this site. The site appears suitable for development.

C. ***Compatibility of the Development***

The Fork Shoals Road corridor is currently undergoing increasing residential development. This increased residential growth is starting to become attractive for commercial interests. This tract was planned since it was annexed to include commercial outparcels at the intersection of Ashmore Bridge Road and Fork Shoals Road.

D. ***Infrastructure Capacity***

All utilities, including water and sewer, are available on site.

E. ***Public Need***

As the population continues to grow in and around the City of Mauldin, there is an increased need for businesses that provide commercial products and services for the growing population. This rezoning will help to provide additional commercial development opportunities in a growing area that currently lacks commercial opportunities.



## **TIMELINE**

---

In June, 2023, the applicant made application to the City of Mauldin for this rezoning.

On July 25, 2023, the Planning Commission voted 4-0 to recommend approval of this rezoning.

On August 7, 2023, the Building Codes Committee voted 3-0 to forward this rezoning to City Council with a recommendation of approval.

On August 21, 2023, the City Council approved this rezoning on first reading.

## **STAFF RECOMMENDATION**

---

Considering the amount of growth in the Fork Shoals Road and Ashmore Bridge Road areas, in City staff's opinion there is a great need for a grocery store and other commercial opportunities at this location. Therefore, staff fully supports and recommends approval of this rezoning.

## **PLANNING COMMISSION RECOMMENDATION**

---

On July 25, 2023, the Planning Commission voted 4-0 to recommend approval of this rezoning.

## **ATTACHMENTS**

---

Proposed Ordinance (map and boundary survey included therein)

**ORDINANCE # \_\_\_\_\_**

AN ORDINANCE TO REZONE PROPERTY CONSISTING OF APPROXIMATELY 6 ACRES LOCATED AT ASHMORE BRIDGE ROAD AND FORK SHOALS ROAD (PORTIONS OF TAX MAP PARCEL #0411.00-01-001.00 AND ALL OF LOTS 678 THRU 694 OF ARDEN WOODS PHASE 6) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Mark III Properties, LLC, has petitioned the City of Mauldin to expand the C-2, Commercial, zoning by +/- 6 acres; and

WHEREAS, a rezoning of the parcel is in keeping with the City of Mauldin 2014 Comprehensive Plan Update; and

WHEREAS, the site is suitable for the types of uses that could be developed under the new zoning district; and

WHEREAS, the potential uses permitted in the new zoning district meet a public need and are not detrimental to the public health, safety, and welfare; and

WHEREAS, the Mauldin Planning Commission held a public hearing advertised in accordance with City ordinances on July 25, 2023 and has given favorable recommendation to the zoning application; and

NOW THEREFORE BE IT ORDERED AND ORDAINED by the City Council of the City of Mauldin, South Carolina, in council assembled and by the authority thereof:

**Section 1.** That the zoning of property described in zoning docket PC-2023-04-RZ and a portion of Greenville County Tax Map Parcel 0411.00-01-001.00 and all of lots 678 thru 694 of Arden Woods Phase 6 be rezoned by expanding the C-2 zoning on the south side of Ashmore Bridge Road at Fork Shoals Road in accordance with the attached Exhibit 1 and 2 hereby incorporated into this ordinance.

**Section 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

ATTEST:

BY: \_\_\_\_\_  
Terry Merritt, Mayor

\_\_\_\_\_  
Cindy Miller, Municipal Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
City Attorney

## EXHIBIT 1

### Arden Woods Commercial Outparcel Rezoning Map



**Legend**

-  Mauldin City Limits
-  Expanded C-2 Zoning



0 200 Feet

Created on July 13, 2023

Reproduction of this map is prohibited without permission from the City of Mauldin.

**DISCLAIMER:** The information contained herein is for reference purposes only. The City of Mauldin makes no warranty, express or implied, nor any guarantee as to information provided herein. The City of Mauldin explicitly disclaims all presentations and warranties. The City of Mauldin assumes no liability for any errors, omissions, or inaccuracies in the information provided herein.



# CITY COUNCIL AGENDA ITEM

**MEETING DATE:** September 18, 2023

**AGENDA ITEM:** 8a

---

**TO:** City Council

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

**SUBJECT:** Appointment to Planning Commission

---

## **APPLICATION FOR PLANNING COMMISSION**

---

There is currently one open seat (Seat #5) on the Planning Commission. The City recently received two applications for consideration for appointment to the Planning Commission: Jon Statom and Dan Chism. After interviewing both applicants, the Committee has voted 3-0 to recommend Mr. Dan Chism for appointment to the Planning Commission.

***Standing Committee Recommendation:*** On September 5, 2023, the Building Codes Committee forwarded this matter to the City Council with a recommendation to appoint Mr. Dan Chism to the Planning Commission by a vote of 3-0.

# CITY COUNCIL AGENDA ITEM

**MEETING DATE:** September 18, 2023

**AGENDA ITEM:** 8b

---

**TO:** City Council

**FROM:** Public Works Director, Matthew Fleahman

**SUBJECT:** Transfer of Assets – Pine Forest Gravity Main

---

## REQUEST

---

Authorization is requested to execute the Right-of-Way (ROW) Assignment of Facilities and the Quit-Claim Deed for the transfer of assets from Renewable Water Resources (REWA) to the City of Mauldin.

## HISTORY/BACKGROUND

---

During the design phase of the Indigo Pointe Subdivision, REWA required that the developer upsize the associated pump station to accommodate the flow from approximately 100 homes in the Pine Forest Subdivision. This upsizing allowed REWA to decommission a pump station in the Pine Forest Subdivision once a gravity connection to the Indigo Pointe was made.

## ANALYSIS or STAFF FINDINGS

---

During the 2021 calendar year REWA worked with MetroConnects and the City of Mauldin to design a series of new gravity mains and manholes to redirect flow into the City's collection system network. Construction activities began in 2022 and finished by the end of the year. Approximately 290 linear feet of new sewer main and one manhole was installed to connect to the City's system.

All appropriate sewer system tests were conducted and passed under the supervision of City staff. The City's system started accepting flows at the end of 2022 and no issues have been noted to date. The final step in the process is to transfer ownership of these assets from REWA to the City of Mauldin. The new line bisect two individual parcels, so two separate documents are necessary for the ROW assignment.

## FINANCIAL IMPACT

---

The City of Mauldin did not contribute to the construction of these assets; however, pump station fees have been levied on the homes tributary to this line and will contribute to the sewer enterprise fund.

## RECOMMENDATION

---

Staff recommends the City Council execute these documents.

## RIGHT OF WAY AND ASSIGNMENT OF FACILITIES

**PROJECT: PINE FOREST PUMP STATION  
ELIMINATION**

**STATE OF SOUTH CAROLINA               )**  
**)**  
**COUNTY OF GREENVILLE              )**

**Greenville County Block Book Designation as of:**  
**District                  Sheet                  Block                  Lot**  
**Block Book: M009.04-01-040.00**

1. **KNOW ALL MEN BY THESE PRESENTS:** That **Renewable Water Resources**, a body politic under the laws of South Carolina, **Grantor**, in consideration of **\$10.00 (Ten and no/100ths Dollars)** and other valuable consideration, paid by **City of Mauldin**, hereinafter called the **Grantee**, its successors and assigns, receipt of which is hereby acknowledged, do hereby grant and convey unto the said Grantee a right of way in and over my (our) tract(s) of land situate in the above State and County and deed to which is recorded in the office of the ROD, of said State and County in Book 1637, Page 871 (see also Resolution recorded in the office of the Register of Deeds, of said State and County in Book 2363, Page 4535), encroaching on my (our) land a distance of 165.5 linear feet, more or less, and being on that portion of my (our) said land 25 feet wide. The area in the permanent right of way is 4,282 square feet, more or less. The area conveyed is shown on **Exhibit "A"** attached hereto and made a part hereof by reference and shown on a print on file in the offices of Renewable Water Resources.

The Grantor(s) herein by these presents warrants that they are legally qualified and entitled to grant a right of way with respect to the lands described herein and that there are no liens, mortgages, or other encumbrances to a clear title to these lands.

2. Grantor desires to transfer its ownership rights in and to the to 165.5 linear feet of eight-inch (8") PVC sanitary sewer line to the existing manhole, together with all other valves, fixtures appurtenances up to the manhole, with the exception that such existing manhole described on Exhibit A as "EXIST. MANHOLE TO REMAIN WITH METROCONNECTS" is to remain owned by MetroConnects (the "Transferred Sewer Facilities") as more particularly shown and described on Exhibit "A".

3. Grantor hereby further quit claims, assigns, conveys, sells and transfers all of its right, title and interest in and to the Transferred Sewer Facilities to Grantee, its successors and assigns.

4. Grantee hereby accepts and confirms transfer of the Transferred Sewer Facilities and assumes all rights and obligations to service, maintain, repair and replace the sanitary sewer lines and appurtenances thereof that comprise the Transferred Sewer Facilities.

The expression or designation "Grantor" wherever used herein shall be understood to include the Mortgagee, if any there be.

5. The right of way is to and does convey to the Grantee, its successors and assigns the following: The right and privilege of entering the aforesaid strip of land, and to construct, maintain and operate within the limits of same, pipe lines, manholes, and any other adjuncts deemed by the Grantee to be necessary for the purpose of conveying sanitary sewage and industrial wastes, reclamation and transportation of water and electronic data transmission, telecommunications, including fiber optics, and to make such relocations, changes, renewals, substitutions, replacements and additions of or to the same from time to time as said Grantee may deem desirable; the right at all times to cut away and keep clear of said uses any and all vegetation including but not limited to branches, limbs or other outgrowth that projects onto the right of way which might, in the opinion of Grantee, endanger or injure the uses or appurtenances, or interfere with their proper operation or maintenance to the easement, the right of ingress to and egress from said strip of land across the land referred to above for the purpose of exercising the rights herein granted; provided that the failure of Grantee to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time and from time to time to exercise any or all of same. No building shall be erected over underground use nor so close thereto as to impose any load thereon.

6. It is Agreed: That Grantor, its successors and assigns, may plant crops, maintain fences and use this strip of land, provided: That crops shall not be planted over any pipes or other underground facilities where the tops of the pipes are less than eighteen (18) inches under the surface of the ground; that the use of said strip of land by Grantor shall not, in the reasonable opinion of Grantee, interfere or conflict with the use of said strip of land by Grantee for the purposes herein mentioned, and that no use shall be made of the said strip of land that would, in the reasonable opinion of Grantee, injure, endanger or render inaccessible the usage of the right of way or their appurtenances.

7. It is further agreed: That in the event a building or other structure should be erected contiguous to said pipe line, no claim for damages shall be made by Grantor, its heirs or assigns, on account of any damage that might occur to such structure, building or contents thereof due to the operation or maintenance, or negligence of operation or maintenance, of said pipe lines or their appurtenances, or any accident or mishap that might occur therein or thereto.



IN WITNESS WHEREOF the hand and seal of the Grantor(s) herein and of the Mortgagee, if any, has hereunto been set this \_\_\_\_\_ day of \_\_\_\_\_, 2023 A.D.

SIGNED, sealed and delivered in the presence of:

RENEWABLE WATER RESOURCES

\_\_\_\_\_  
Witness #1  
Print Name: \_\_\_\_\_

\_\_\_\_\_(SEAL)  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Witness #2  
Print Name: \_\_\_\_\_

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF GREENVILLE     )                   ACKNOWLEDGMENT

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, certify that Renewable Water Resources by its duly authorized officer, personally appeared before me this day and acknowledged execution of the foregoing instrument on behalf of said entity.

WITNESS my hand and official stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public for South Carolina  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



IN WITNESS WHEREOF the hand and seal of the Grantee has hereunto been set this \_\_\_\_\_ day of \_\_\_\_\_, 2023 A.D.

SIGNED, sealed and delivered in the presence of:

CITY OF MAULDIN

\_\_\_\_\_  
Witness #1

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2

Print Name: \_\_\_\_\_

\_\_\_\_\_(SEAL)  
By:\_\_\_\_\_  
Its:\_\_\_\_\_

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF GREENVILLE     )

ACKNOWLEDGMENT

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, certify that City of Mauldin by its duly authorized officer, personally appeared before me this day and acknowledged execution of the foregoing instrument on behalf of said entity.

WITNESS my hand and official stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public for South Carolina  
Print Name:\_\_\_\_\_  
My Commission Expires:\_\_\_\_\_



IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this date and year first above written.

RENEWABLE WATER RESOURCES

\_\_\_\_\_(SEAL)  
Witness #1

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Witness #2

Print Name: \_\_\_\_\_

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF GREENVILLE     )

ACKNOWLEDGMENT

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, certify that Renewable Water Resources by its duly authorized officer, personally appeared before me this day and acknowledged execution of the foregoing instrument on behalf of said entity.

WITNESS my hand and official stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

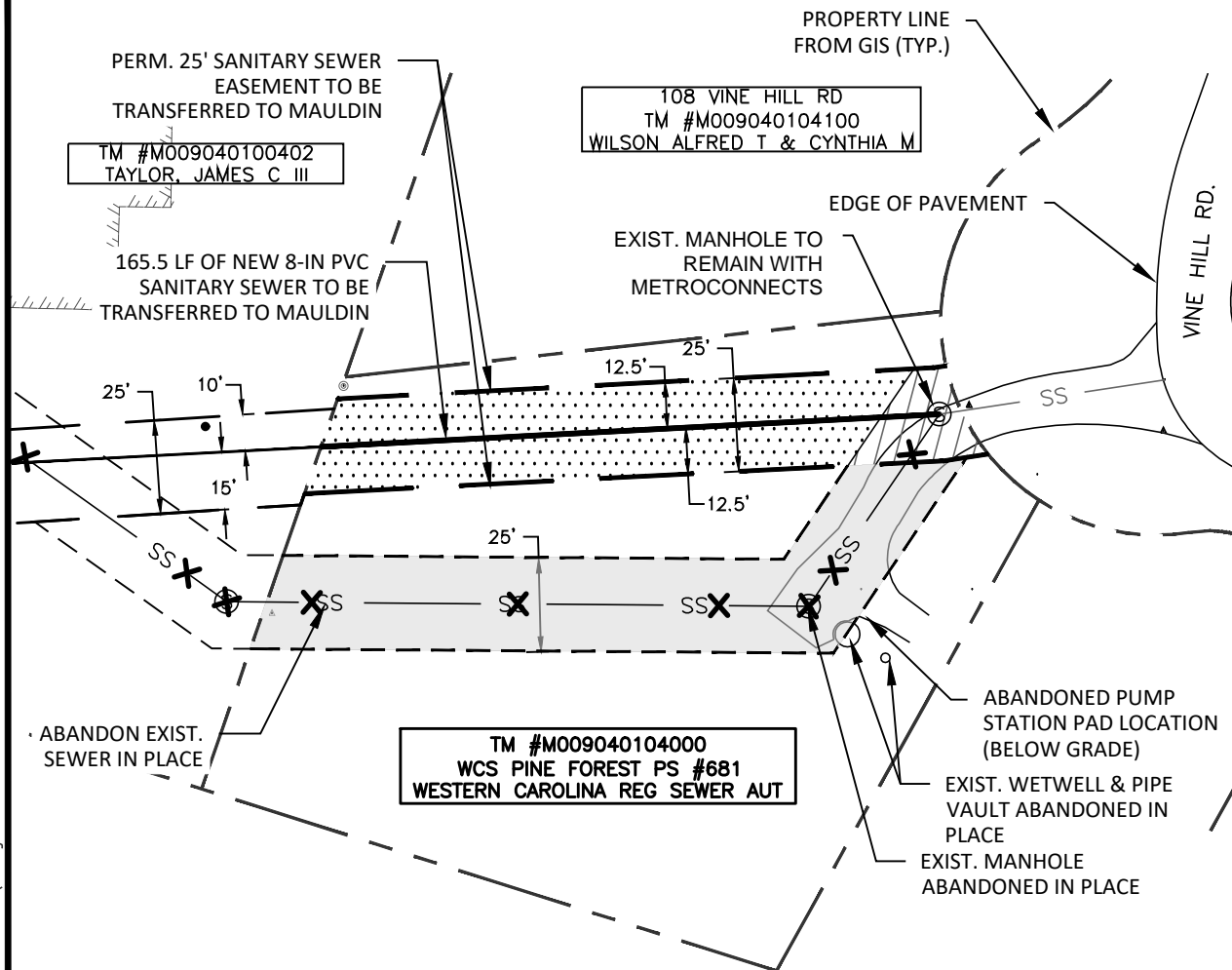
\_\_\_\_\_  
Notary Public for South Carolina  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**EXHIBIT A**

Transferred Sewer Facilities and Easement

(See Attached Drawing)



## EASEMENT EXHIBIT

### NOTE:

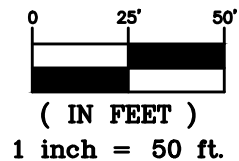
THIS EXHIBIT IS BASED ON UTILITY LINE SURVEY AND FROM MAP COMPILATIONS. NO PROPERTY SURVEY PERFORMED.

THIS RIGHT-OF-WAY AMENDS THE EXISTING RIGHT-OF-WAY AND RIGHT-OF-WAY OF THE GRANTEE BY RELOCATION OF SAID EXISTING RIGHT-OF-WAY TO THAT PORTION AS SHOWN ON THIS DRAWING.

PARCEL: IN THE RIGHT OF WAY FOR SR-326 AT TM #M009040104000

LINEAR FEET OF PERMANENT RIGHT-OF-WAY THROUGH PROPERTY = 165.5 LF  
LINEAR FEET OF PROPOSED TEMPORARY EASEMENT = 0.0± LF

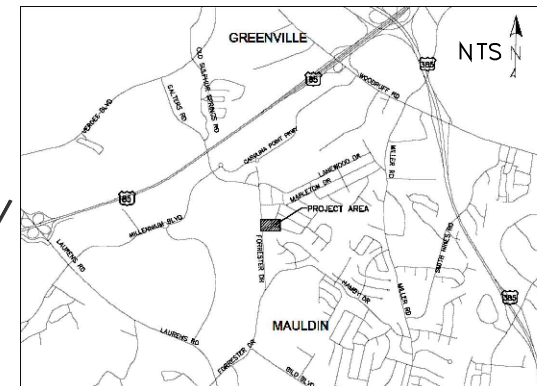
## GRAPHIC SCALE



## EASEMENT DETAILS

- 3,730± SF PERMANENT EASEMENT
- 552± SF EXIST. PERMANENT EASEMENT THAT WILL REMAIN
- 4,792± SF ABANDONED EASEMENT (RETURNED TO OWNER)

## LOCATION MAP



## LEGEND

	PROPERTY LINE
	EDGE OF PAVEMENT
	ROAD RIGHT-OF-WAY
	PERMANENT EASEMENT
	EXISTING SEWER RIGHT-OF-WAY
	EXISTING MANHOLE
	EXISTING SANITARY SEWER
	NEW SANITARY SEWER
	NEW SANITARY SEWER MANHOLE

Gavel & Dorn Engineering, PLLC

1200 Woodruff Rd. Suite C7  
Greenville, SC 29607

864-412-8760

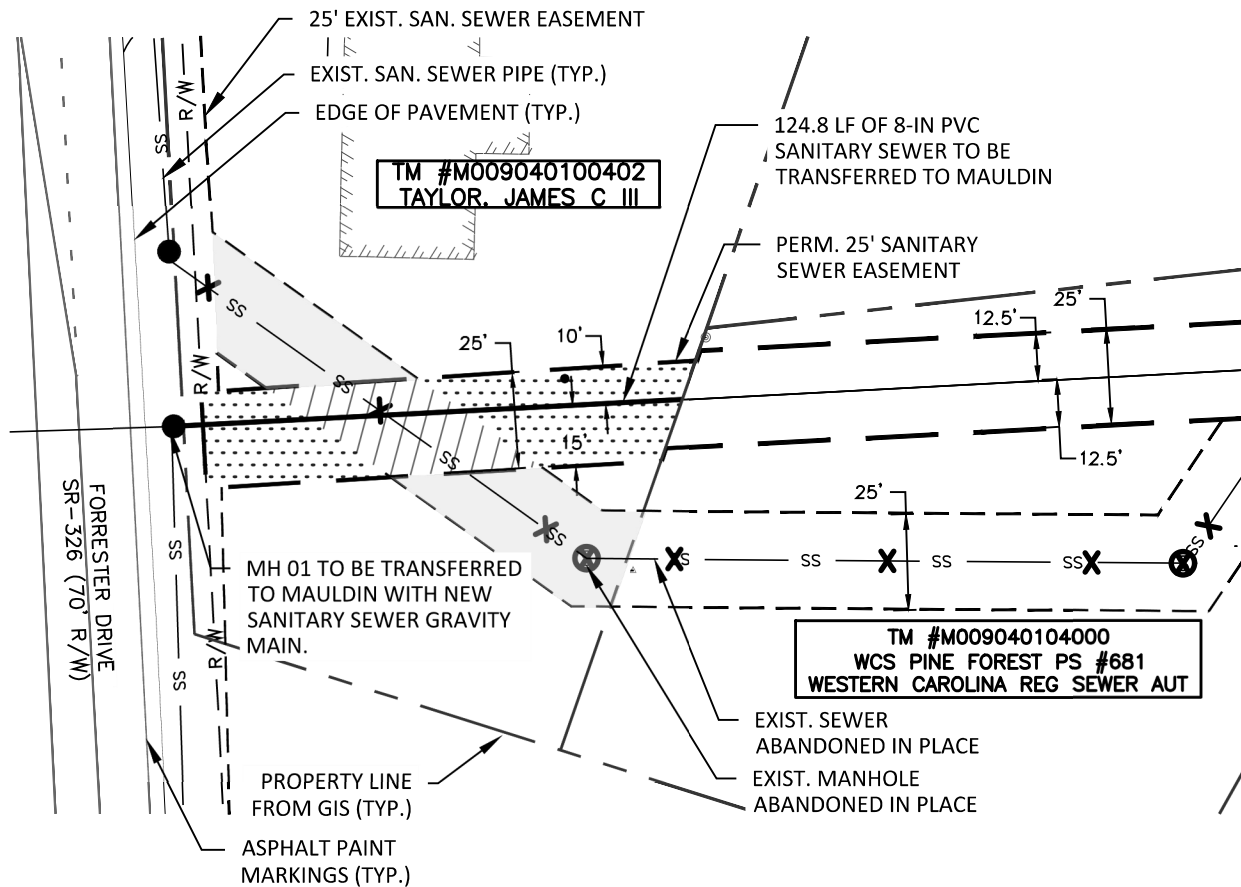


RENEWABLE WATER RESOURCES  
SANITARY SEWER MAIN  
RIGHT-OF-WAY ACQUISITION  
PINE FOREST PUMP STATION ELIMINATION PROJECT  
OWNER: ReWa / CITY OF MAULDIN

FILENAME: TAYLOR EASEMENT

SCALE: 1" = 50'

DATE: 05/16/2023



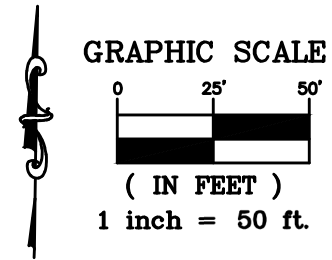
## EASEMENT EXHIBIT

NOTE:  
THIS EXHIBIT IS BASED ON UTILITY LINE SURVEY AND FROM MAP COMPILATIONS.  
NO PROPERTY SURVEY PERFORMED.

THIS RIGHT-OF-WAY AMENDS THE EXISTING RIGHT-OF-WAY AND RIGHT-OF-WAY OF THE GRANTEE BY RELOCATION OF SAID EXISTING RIGHT-OF-WAY TO THAT PORTION AS SHOWN ON THIS DRAWING.

PARCEL: IN THE RIGHT OF WAY FOR SR-326 AT TM #M009040100402

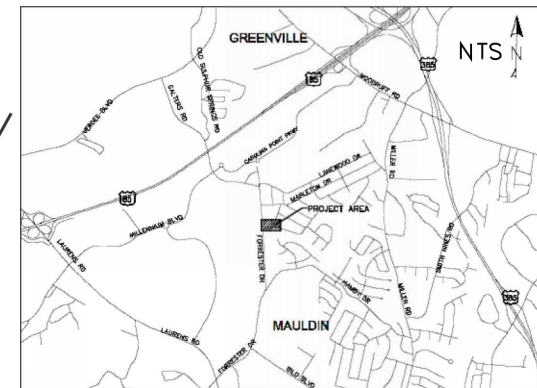
LINEAR FEET OF PERMANENT RIGHT-OF-WAY THROUGH PROPERTY = 129.0 LF  
LINEAR FEET OF PROPOSED TEMPORARY EASEMENT = 0.0± LF



## EASEMENT DETAILS

- 2,009± SF PERMANENT EASEMENT
- 989± SF EXIST. PERMANENT EASEMENT THAT WILL REMAIN
- 2,253± SF ABANDONED EASEMENT (RETURNED TO OWNER)

## LOCATION MAP



## LEGEND

	PROPERTY LINE
	EDGE OF PAVEMENT
	ROAD RIGHT-OF-WAY
	PERMANENT EASEMENT
	EXISTING SEWER RIGHT-OF-WAY
	EXISTING MANHOLE
	EXISTING SANITARY SEWER
	NEW SANITARY SEWER
	NEW SANITARY SEWER MANHOLE

Gavel & Dorn Engineering, PLLC  
1200 Woodruff Rd. Suite C7  
Greenville, SC 29607  
864-412-8760

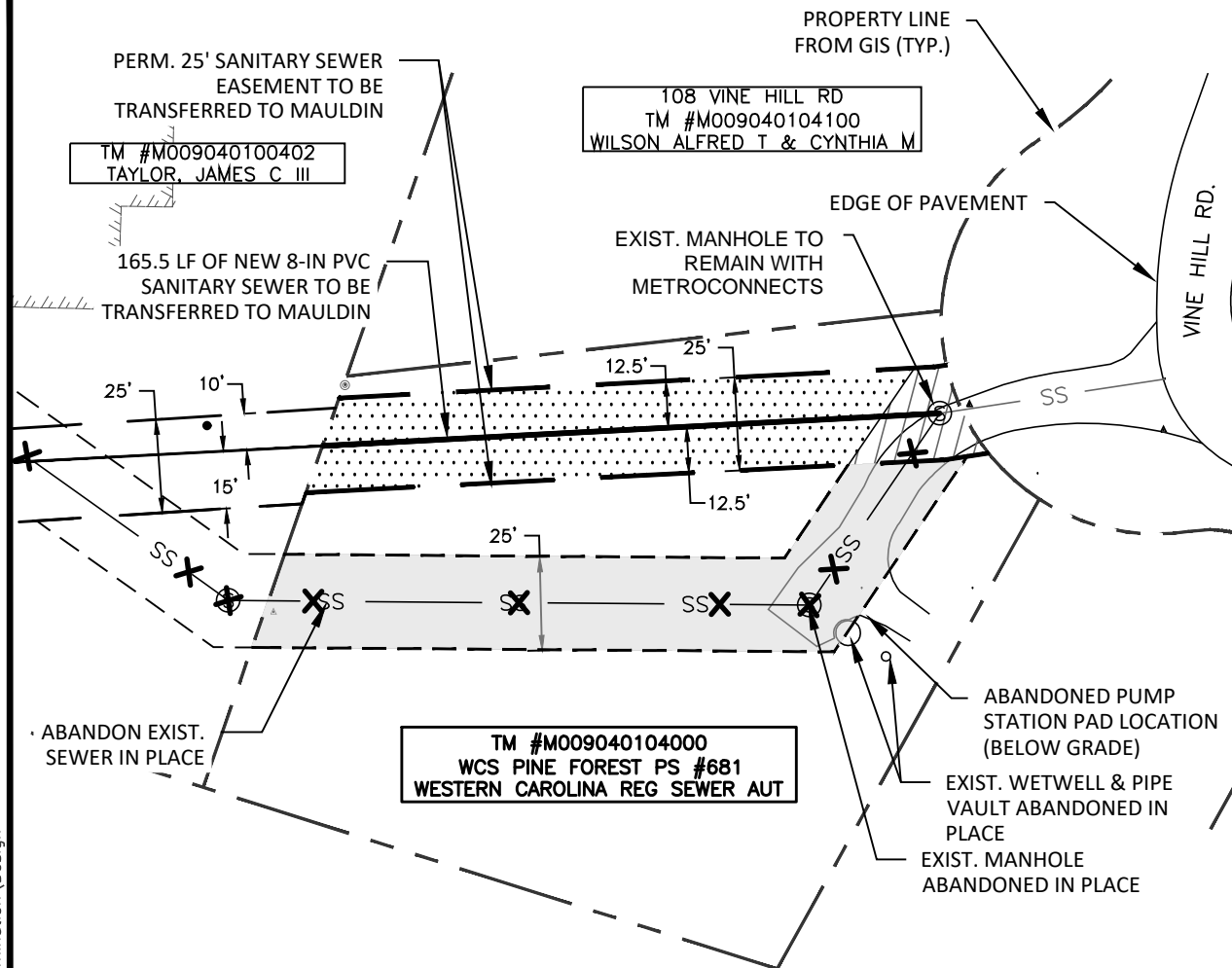


RENEWABLE WATER RESOURCES  
SANITARY SEWER MAIN  
RIGHT-OF-WAY ACQUISITION  
PINE FOREST PUMP STATION ELIMINATION PROJECT  
OWNER: MAULDIN / TAYLOR, JAMES C.

FILENAME: TAYLOR EASEMENT

SCALE: 1" = 50'

DATE: 05/16/2023



## EASEMENT EXHIBIT

### NOTE:

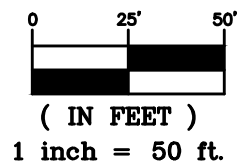
THIS EXHIBIT IS BASED ON UTILITY LINE SURVEY AND FROM MAP COMPILATIONS. NO PROPERTY SURVEY PERFORMED.

THIS RIGHT-OF-WAY AMENDS THE EXISTING RIGHT-OF-WAY AND RIGHT-OF-WAY OF THE GRANTEE BY RELOCATION OF SAID EXISTING RIGHT-OF-WAY TO THAT PORTION AS SHOWN ON THIS DRAWING.

PARCEL: IN THE RIGHT OF WAY FOR SR-326 AT TM #M009040104000

LINEAR FEET OF PERMANENT RIGHT-OF-WAY THROUGH PROPERTY = 165.5 LF  
LINEAR FEET OF PROPOSED TEMPORARY EASEMENT = 0.0± LF

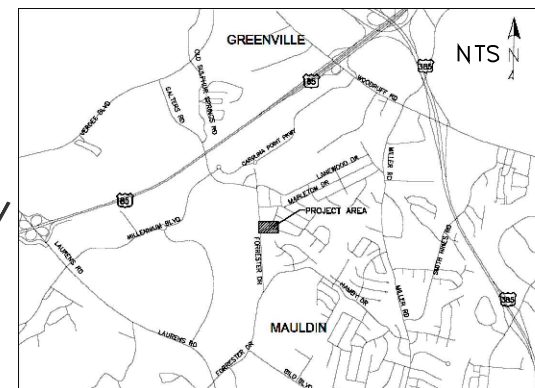
## GRAPHIC SCALE



## EASEMENT DETAILS

- 3,730± SF PERMANENT EASEMENT
- 552± SF EXIST. PERMANENT EASEMENT THAT WILL REMAIN
- 4,792± SF ABANDONED EASEMENT (RETURNED TO OWNER)

## LOCATION MAP



## LEGEND

- PROPERTY LINE
- EDGE OF PAVEMENT
- ROAD RIGHT-OF-WAY
- PERMANENT EASEMENT
- EXISTING SEWER RIGHT-OF-WAY
- EXISTING MANHOLE
- EXISTING SANITARY SEWER
- NEW SANITARY SEWER
- NEW SANITARY SEWER MANHOLE

Gavel & Dorn Engineering, PLLC  
1200 Woodruff Rd. Suite C7  
Greenville, SC 29607  
864-412-8760



RENEWABLE WATER RESOURCES  
SANITARY SEWER MAIN  
RIGHT-OF-WAY ACQUISITION  
PINE FOREST PUMP STATION ELIMINATION PROJECT  
OWNER: ReWa / CITY OF MAULDIN

FILENAME: TAYLOR EASEMENT

SCALE: 1" = 50'

DATE: 05/16/2023



# CITY COUNCIL AGENDA ITEM

**MEETING DATE:** September 18, 2023

**AGENDA ITEM:** 8c

---

**TO:** City Council

**FROM:** Seth Duncan, City Administrator and Brian McHone, Fire Chief

**SUBJECT:** Fire Stations State Appropriations Budget

---

## REQUEST

---

Council is asked to consider approving a capital improvement plan for fire station capital improvements to be funded by appropriations from the FY2023-2024 SC State Budget.

## HISTORY/BACKGROUND

---

As part of the State of South Carolina 2023-2024 Fiscal Year Budget, appropriations were made to the City of Mauldin Fire Department for various capital improvements. Funding is being provided by Labor, Licensing, and Regulation and totals \$250,000. As part of the City's request for the funds, the City identified specific capital items to be purchased, upgraded, or improved including washer/extractor, station generator, various facility repairs and more.

## ANALYSIS or STAFF FINDINGS

---

The following narrative summarizes conservative estimates for the projects identified in the City's original request and requests from staff that fall under the "other facility repairs and improvements." Below is a summary table for each item.

Item	Cost	Location
Washer/Extractor	\$25,000	HQ
Hose Dryer	\$30,000	HQ
Plymovent	\$50,000	HQ
Interior Improvements	\$15,000	Station 1
Exterior Improvements	\$10,000	Station 1
Station Generator Replacement	\$90,000	Station 2
Exterior Improvements	\$30,000	Station 2

### New Headquarters Capital

The department seeks to upgrade several pieces of outdated equipment for the new station including the washer/extractor, hose dryer, and plymovent system.

### Station 1 Upgrades/Improvements

At Station 1, the department seeks to make improvements inside and out. Interior improvements will be to remove old wallpaper, painting throughout, trim work, kitchen improvements, and more. On the exterior,

the department will reface the building, address some trim work and the like. The department seeks to allocate \$15,000 for interior improvements and \$10,000 for exterior work.

**Station 2 Upgrades/Improvements**

At Station 2, the department would like to replace the generator for the entire station and make exterior improvements. Outside, the department will repaint the exterior and make any needed repairs to the stucco. Staff anticipates the generator and installation could cost as much as \$90,000 and would like to allocate \$30,000 for Station 2 exterior improvements.

**RECOMMENDATION**

---

Staff recommends Council approve the capital expenditures with funding provided via state appropriations.

# CITY COUNCIL AGENDA ITEM

**MEETING DATE:** September 18, 2023

**AGENDA ITEM:** 8d

---

**TO:** City Council

**FROM:** Seth Duncan, City Administrator and Bart Cumalander, Recreation Director

**SUBJECT:** Senior Center State Appropriations Budget

---

## REQUEST

---

City Council is being asked to consider approving a capital improvement plan for the Senior Center to be funded by appropriations from the FY2023-2024 SC State Budget.

## HISTORY/BACKGROUND

---

As part of the State of South Carolina 2023-2024 Fiscal Year Budget, appropriations were made to the City of Mauldin's Ray Hopkins Senior Center for various capital improvements. Funding is being provided by the Department on Aging and totals \$250,000. As part of the City's request for the funds, the City identified specific capital items to be addressed in the facility. These items included roof repairs, multipurpose court improvements, walking trail improvements, the Americans with Disabilities Act (ADA) bathroom conversion, and other facility amenities/improvements.

## ANALYSIS or STAFF FINDINGS

---

The following narrative summarizes conservative estimates for the projects identified in the City's original request and requests from staff that fall under the "other facility amenities." Below is a summary table for each item. Due to the varying scope of work for the projects, the City will post Request for Quotations (RFQs) for these items independently.

<b>Project</b>	<b>Cost</b>
Roof Replacement	\$90,000.00
Multipurpose Court Renovation	\$35,000.00
Walking Trail Renovation	\$10,000.00
ADA Bathroom Conversion	\$20,000.00
Flooring Replacement	\$15,000.00
Door Replacement	\$40,000.00
Interior Painting	\$10,000.00
Water fountain upgrades	\$4,000.00
Contingency	\$25,000.00

### **Roof Replacement**

The roof for the facility is approximately 18,500 square feet and is comprised of both a flat membrane system and asphalt shingles. Using comparable quotes from recent roof replacement around the City, an

estimate of 90,000 dollars is projected. Both systems will be replaced, vents will be repaired/replaced, new flashings installed, and metal lattice installed on the soffits to prevent rodent entry.

### **Multipurpose Court Renovation**

The existing outdoor basketball court will be renovated to allow for outside pickleball activities and basketball usage. The Public Works Department will have to remove both trees on the exterior of the court due to the damage each root system has caused. The court will be removed and base material will be rolled and compacted. At a minimum, four inches of asphalt consisting of binder and surface (installed in lifts) will be put down. Once cured, an epoxy play surface will be painted on asphalt court. Utilizing recent paving activities for the City, an estimated cost for this project would be 35,000 dollars.

### **Walking Trail Renovation**

The remaining portion of the walking trail not recently renovated will be removed and replaced with a minimum of four inches of asphalt consisting of binder and surface (installed in lifts). Based on the recent paving activities within the City, it is estimated that the cost for this activity would be 10,000 dollars.

### **ADA Bathroom Conversion**

A total of ten toilets and stalls would be upgraded to comply with ADA standards. Horizontal and vertical grab bars will be installed where necessary. Stalls will be replaced along with all toilets to adhere to the current ADA standards. The estimated cost for this activity is approximately 20,000 dollars.

### **Flooring Replacement**

Staff recommended replacing all carpet on the upper level with vinyl plank flooring. The replacement would allow for uniformed flooring across the level and would be resistant to stains. Based on an estimated 5000 square feet of area, the cost to do the flooring would be approximately 15,000 dollars.

### **Door Replacement**

On the lower level, three sets of doors are in need of replacement. Two sets are in the gymnasium, and one set is the outward facing entrance on Corn Road. This entrance does not currently adhere the ADA accessibility standards and will be replaced with electronically activated ADA compliant swing doors. Due to its current configuration of four glass doors, glass panes will have to be installed on either side of the new ADA compliant entrance. The estimated cost of this renovation is 40,000 dollars.

### **Interior Painting**

It is anticipated that with vast assortment of projects occurring within the facility, that damage to the interior will be observed. Once all activities are completed, it is recommended that all portions of renovations receive a new coat of paint. The estimated cost for this activity is 10,000 dollars.

### **Water Fountain Upgrades**

The Public Works Department has been actively replacing all water fountains within the City to a standard Elkin Water bottle filler design. This standardization allows for easier repairs and a reduced parts inventory. Two water fountains in the facility are still of the older design and shall be upgraded to the City's standard bottle filler design. The estimated cost for this upgrade is 4,000 dollars.

### **Contingency**

The total cost for the projects presented is identified as 224,000 dollars. Due to price variability and the conservative nature of how these estimates were generated, a 10% contingency is recommended. In the case that total costs come in less than the estimates, staff will work to identify additional capital projects for the facility.

## **RECOMMENDATION**

---

Staff recommends Council authorize the above capital expenditures funded via state appropriations.

# CITY COUNCIL AGENDA ITEM

**MEETING DATE:** September 18, 2023

**AGENDA ITEM:** 8e

---

**TO:** City Council

**FROM:** JR Charles, Community Development Director

**SUBJECT:** Allston Townes Trail

---

## REQUEST

---

Council is being asked to consider a development agreement for the installation 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 Council approve 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 (\$115,000.00) ( “Reimbursement Payment”) on a monthly basis pursuant to the allocations set forth in the Reimbursement Schedule attached hereto as Exhibit E.
- 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”), the Reimbursement Schedule attached hereto as Exhibit E, and confirmation by the City 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. Each Draw Request shall contain only the costs associated with the Trail.
- 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.

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.

WITNESSES:

BY:

ITS:

## ACKNOWLEDGEMENT

Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

WITNESSES:

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



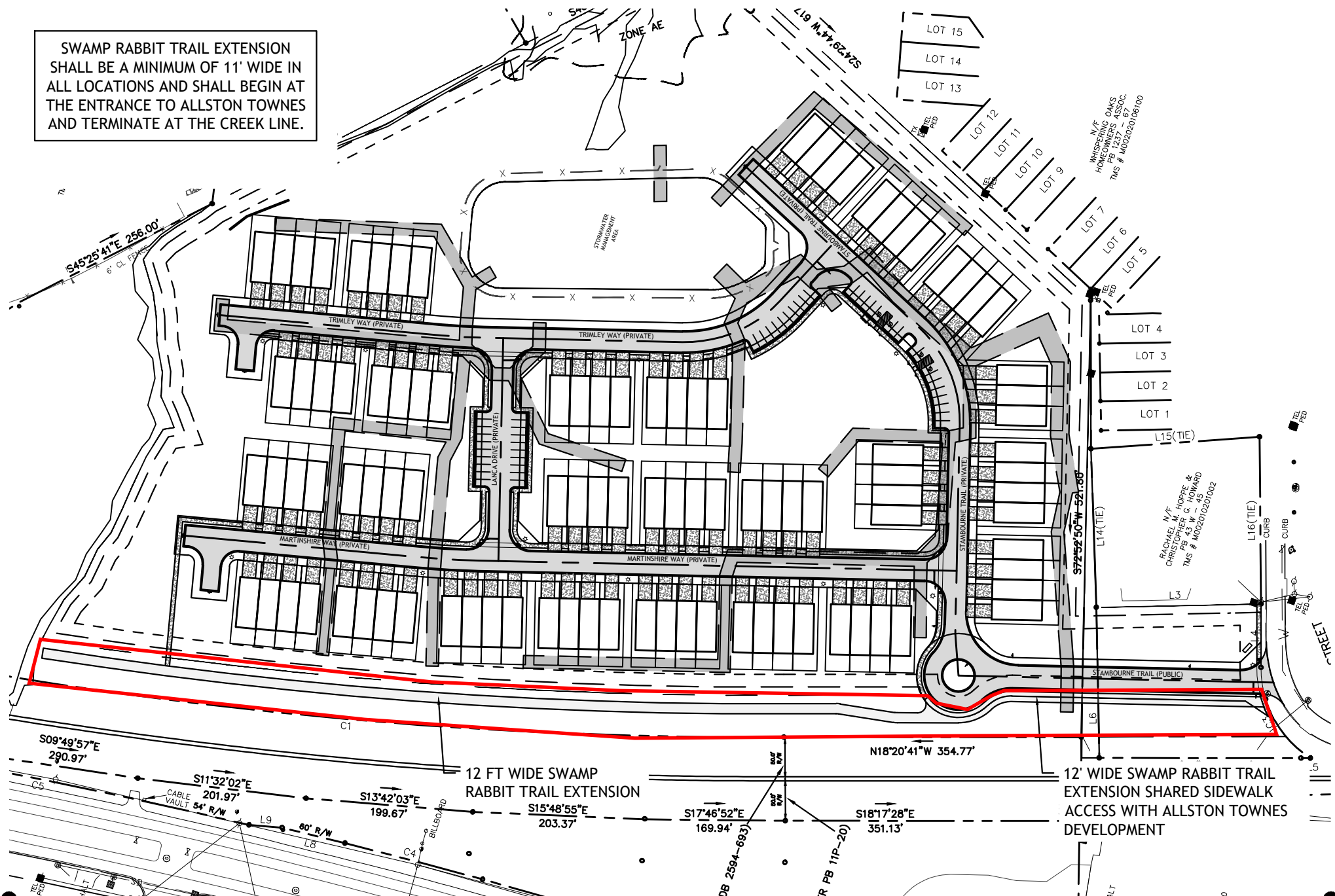
**EXHIBIT D**  
**CITY OF MAULDIN PROCUREMENT PROCEDURES FOR PUBLIC/PRIVATE**  
**PARTNERSHIPS**

**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**

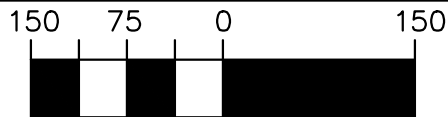
Scope	Description	Reimbursement
Trail Construction	Includes mobilization, staking, erosion control, clearing, demo, grading, as-built surveys and inspections	\$ 14,000.00
Trail Materials	Materials and labor as quoted by SEC Construction.	\$ 98,900.00
Trail Contingency	Contingency for unforeseen conditions.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



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

date: 8/29/23



scale: 1" = 150'

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