CITY COUNCIL MEETING

MONDAY, SEPTEMBER 15, 2025 | 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 15, 2025
CITY HALL COUNCIL CHAMBERS, 5 E. BUTLER ROAD

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

2. Proclamations and Presentations — Mayor Merritt
- a. MASC Achievement Award Presentation
- b. Mauldin Police Explorers
- c. Constitution Week Proclamation [Page 5]
- d. Hunger Action Month Proclamation [Page 6]

3. Reading and Approval of Minutes — Mayor Merritt
- a. City Council Meeting – August 18, 2025 [Pages 7-11]
- b. Special Called Council- August 13, 2025 [Pages 12-13]
- c. City Council Workshop – Sept 2, 2025 [Page 14]

4. Public Comment (Agenda Items) — Mayor Merritt

5. Report from City Administrator — Seth Duncan

6. Report from Standing Committees
- a. Economic Planning & Development — Chairman Matney
- b. Public Safety — Chairwoman King
- c. Public Works — Chairman Kraeling
- d. Finance and Policy — Chairman Reynolds
- e. Recreation — Chairman Allgood
- f. Business and Development Services — Chairman Steenback

7. Unfinished Business — Mayor Merritt

Ordinances 2nd Reading

- a. An ordinance to rezone a 2-acre tract located at 1123 E. Butler Road (tax map parcels #05547.03-01-049.00 & #0547.03-01-049.02) from the S-1 district to the C-2 district and providing an effective date [Pages 15-24] — Chairman Steenback

- b. An ordinance to amend Section 10:34, Bar, Brew Pub or Drinking Place, of the Mauldin Zoning Ordinance to clarify the application of the separation requirement between such businesses and residences [Pages 25-28] — Chairman Steenback

c. An ordinance amending the business license ordinance of the City of Mauldin to update the class schedule as required by Act 176 of 2020 [Pages 29-34] — Chairman Steenback

8. New Business

Ordinances 1st Reading

a. An ordinance to rezone a 25.8-acre tract located at Fork Shoals Road and Ashmore Bridge Road (tax map parcels #0412.00-01-002.01, and portions of #0412.00-01-003.02 & #0412.00-01-003.03) from the C-2 district to the R-M district, and providing an effective date [Pages 35-55] — Chairman Steenback

b. An ordinance to provide for the annexation of a 7.2-acre portion of property owned by Take Heart Church Inc. and located at 1330 Fork Shoals Road (part of tax map parcel #0412.00-01-002.00) by one hundred percent petition method; and to establish a zoning classification of R-M, Multifamily Residential, for said tract [Pages 56-66] — Chairman Steenback

c. An ordinance to provide for the annexation of property owned by Donald W. Gilliland and Ann G. Burroughs, and located at 314 Hamby Drive (tax map parcel #M009.02-01-007.00) by one hundred percent petition method; and to establish a zoning classification of R-12, Residential, for said property [Pages 67-74] — Chairman Steenback

d. Ordinance to Convey Property for Miller Road Sidewalk Project [Pages 75-91] — Chairman Kraeling

Standing Committee Items

e. School Resource Officer Grant and Agreement with Green Charter [Pages 92-99] — Chairwoman King

f. Mutual Aid Agreement with Clemson University Police Department [Pages 100-110] — Chairwoman King

g. Part-Time Administrative Judge Appointment [Page 111] — Chairwoman King

Committee of the Whole

[None]

9. Public Comment (Non-Agenda Items) — Mayor Merritt

10. Council Concerns — Mayor Merritt

11. Adjournment Mayor Merritt

PROCLAMATION

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, 2025, marks the two hundred and thirty-eighth 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.

_____

Terry Merritt, Mayor

ATTEST:

_____

Cindy Miller, Municipal Clerk

Hunger Action Month® | FEEDING AMERICA

HARVEST HOPE

2025 Hunger Action Month Proclamation

WHEREAS, hunger and poverty are issues of vital concern in South Carolina where 14.4% of households face hunger, and one in every six children do not know where their next meal will come from; and

WHEREAS, everyone needs nutritious food to thrive, and in every community in America, people are working hard to provide for themselves and their families—yet 757,840 people—1 in 7—including more than 196,000 children faced food insecurity in South Carolina. That includes 60,850 in Greenville County; and

WHEREAS, the City of Mauldin, South Carolina is committed to taking steps to combat hunger in every part of our community and to provide additional resources that neighbors need; and is committed to working with Harvest Hope Food Bank, a member of the Feeding America® nationwide network of food banks, in educating people about the role and importance of food banks in addressing hunger and raising awareness of the need to devote more resources and attention to hunger issues; and

WHEREAS, Harvest Hope Food Bank distributed more than 25 million meals through its network of food pantries, soup kitchens, shelters, and other community organizations; and

WHEREAS, 11.5% of the population and 12.7% of children in Greenville County rely on food provided by Harvest Hope Food Bank and its partner agencies annually; and

WHEREAS, the month of September has been designated "Hunger Action Month" in order to bring attention to food insecurity in our communities and to enlist the public in the movement to end hunger by taking action – including volunteer shifts, social media shares, and donations – to ensure every community, and everybody in it, has the food they need to thrive.

WHEREAS, food banks across the country, including Harvest Hope Food Bank, will host numerous events throughout the month of September to bring awareness and help end hunger in their local community;

NOW, THERFORE, I, Terry Merritt, Mayor of the City of Mauldin, do hereby recognize September 2025, as **HUNGER ACTION MONTH** in our City of Mauldin, South Carolina, and I call this observance to the attention of our citizens on this 15th day of September, 2025.

_____

Mayor Terry Merritt

MINUTES
CITY OF MAULDIN
COUNCIL MEETING
AUGUST 18, 2025
CITY HALL COUNCIL CHAMBERS, 5 E. BUTLER ROAD

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

Others present were City Administrator Seth Duncan and City Attorney Daniel Hughes

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

2. Proclamations and Presentations- None

3. Reading and Approval of Minutes
a. City Council Meeting – July 21, 2025

The minutes were approved by unanimous consent.

b. Special Called Council- August 4, 2025

The minutes were approved by unanimous consent.

c. City Council Workshop – August 7, 2025

The minutes were approved by unanimous consent.

4. Public Comment (Agenda Items)

a. Mary Jones of 310 New Neely Ferry Road spoke about her proposed swim school. She would like to make Mauldin her permanent home and would like to find a solution for this issue.

b. Brandon White from Kimley Horn said he was there on behalf of the First Citizens' project.

c. Michael Yanover from 105 Meadowood Drive said the neighborhood does not oppose the swim school but opposes the zoning change.

d. John Rainey of 103 Woodgreen Drive said Meadowood has one retaining pond that is not working. Why try to add another one? Meadowood has one street in and one street out. It is already difficult to get out of the neighborhood. He asked Council to please not rezone the property.

e. Jocelyn Nix of 113 Woodgreen Drive said we are putting the horse before the cart. Zoning provides the framework for developments and ordinances are not arbitrary. New projects should align with existing zoning and should not be retrofitted.

f. Denise Clark from 108 Woodgreen Drive said the change would be detrimental to the Meadowood neighborhood. The residents would rather have houses built near them. The proposed change in the text amendment would bring more problems on top of the problems they already have.

g. James Kennedy of 123 Meadowood Drive emphasized the opposition to C2. The proposal is not good for the appearance of the neighborhood. Property values will depreciate.

5. Report from City Administrator

Mr. Duncan reported that SCDOT announced last week they will be letting the Building a Better Butler project this December and asked utility owners to start work along the project corridor. Building a Better Butler will include various stormwater improvements along E. Butler Road, resurfacing, intersection improvements, and a multipurpose trail from City Center to City Park. SCDOT anticipates the project taking up to 24-months to complete. As construction nears, additional updates will be provided.

HWY 276 Resurfacing – SCDOT's contractor continues to work south towards the City along HWY 276. Resurfacing activities are taking place at night and we anticipate the contractor being within the City in the next 30 days and will continue through to I-385.

Jenkins St. Streetscaping Project – The City has been patiently awaiting the relocation of a natural gas line along HWY 276 and Jenkins Street which has delayed our contractor from completing stormwater connections as part of the Jenkins St. Streetscaping Project. Officials from Piedmont Natural Gas informed us that their work should begin this week and take approximately 5-days to complete. Work will be done in the evenings and at night. Once complete, Southern Concrete will upgrade the stormwater line crossing HWY 276 at Jenkins.

South Carolina's Hands-Free Law goes into effect on September 1, so just a couple of weeks away. Under the new law, drivers may NOT hold or support their phone, text or scroll while driving. The following is allowed under the new law:

Drivers may use hands-free technology such as Bluetooth, voice-activated commands or dashboard-integrated systems to make calls or send messages.

Drivers may use a phone while lawfully parked

Drivers may call 911 to report an emergency or safety hazard

For the first 180 days, law enforcement can only issue warnings. The grace period ends on March 1, 2026.

6. Report from Standing Committees

a. Economic Planning & Development- Chairman Matney advised that SOOIE BBQ would be September 12-13th.
b. Public Safety- Chairwoman King spoke about the loss of Captain Phillip Brown; the Police Department's new Mobile Command Vehicle; and National Night Out, which is rescheduled for September 20th
c. Public Works- Chairman Kraeling said leaf season is upcoming
d. Finance and Policy- No report
e. Recreation- Chairman Allgood reported the Youth Football Jamboree was held last weekend and went very well.
f. Business and Development Services-No report

7. Unfinished Business

Ordinances 2nd Reading

a. An ordinance to adopt section 6-14, keeping live chickens, to the animal control ordinance

Motion: Chairman Steenback made a motion to accept this ordinance on second reading. Councilman Matney seconded the motion.

Councilman Matney asked if roosters would be grandfathered in if this ordinance passes. Daniel Hughes answered no.

Mayor Merritt said Mauldin is not a rural community like it used to be. He does, however, recognize property rights and that is why he is voting for this ordinance.

Councilman Kraeling asked if this ordinance should be amended to include the keeping of ducks as well. Mr. Dyrhaug answered the City could look at an ordinance on micro-livestock at a later date after we see how this ordinance does.

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

Ordinances 1st Reading

b. An amendment to the Mauldin Zoning Ordinance updating the standards and allowed uses in the O-D zoning district

Motion: Chairman Steenback made a motion to accept this ordinance on first reading. Councilman Matney seconded the motion.

Councilman Kraeling said he would vote the way the community wants him to vote even though he believes something that would be more negatively impactful to the neighborhood could move in.

Councilman Allgood asked what zoning gymnasiums or other facilities for exercise would have. Mr. Dyrhaug said there is a separate category for fitness. Most of it would be zoned C2, or maybe CRD or S1. Councilman Allgood said Mauldin does not have a lot of the OD district. He believes the swim school is more of a gymnasium and could fit better in C2. OD is supposed to be for professional services, offices and daycares. This ordinance would adjust the entire district, not just this one parcel.

Councilman Reynolds said he thinks this makes sense for the property. The timing is important as well. The City will be looking at the comprehensive plan soon.

Mayor Merritt said there have been no accidents at the entrance of Meadowood. There is no blind curve there. Traffic has increased in the City of Mauldin. The neighborhood was cut out on a slope with a 60-foot elevation. The City did not cause the stormwater problem.

Councilman Allgood asked if this ordinance does not pass, can any of this be reintroduced? Mr. Dyrhaug said because it is a text amendment, it can be reintroduced.

A super majority is needed to overturn the Planning Commission's recommendation on this item. A roll call vote was requested.

Councilman Matney- yes, Councilwoman King- yes, Councilman Kraeling- no, Councilman Reynolds- no, Councilman Allgood- no, Councilman Steenback- yes, and Mayor Merritt- yes.

Vote: The vote was 4-3. The ordinance was defeated.

8. New Business

Ordinances 1st Reading

a. An ordinance to rezone a 2-acre tract located at 1123 E. Butler Road (tax map parcels #05547.03-01-049.00 & #0547.03-01-049.02) from the S-1 district to the C-2 district and providing an effective date

Motion: Chairman Steenback made a motion to accept this ordinance on first reading. Councilman Matney seconded the motion.

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

b. An ordinance to amend Section 10:34, Bar, Brew Pub or Drinking Place, of the Mauldin Zoning Ordinance to clarify the application of the separation requirement between such businesses and residences

Motion: Chairman Steenback made a motion to accept this ordinance on first reading. Councilman Matney seconded the motion.

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

c. An ordinance amending the business license ordinance of the City of Mauldin to update the class schedule as required by Act 176 of 2020

Motion: Chairman Steenback 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

d. School Resource Officer Agreement with Greenville County

Motion: Chairwoman King made a motion to accept the SRO agreement. Councilman Allgood seconded the motion.

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

e. FY2025 Preliminary Year End Summary Memo

Motion: Chairman Reynolds made a motion to accept the FY 2025 surplus plan. Councilman Kraeling seconded the motion.

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

Committee of the Whole- None

9. Public Comment (Non-Agenda Items)- None

10. Council Concerns- Councilman Matney mentioned the passing of Betty Mitchell's husband, MHS Coach John Mitchell.

11. Adjournment- Mayor Merritt adjourned the meeting at 8:29 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

MINUTES
CITY OF MAULDIN
SPECIAL CALLED CITY COUNCIL MEETING
WEDNESDAY, AUGUST 13, 2025
CITY HALL COUNCIL CHAMBERS–5 E. BUTLER ROAD
6:00 P.M.

Members present were Mayor Terry Merritt, Council members Taft Matney, Carol King, Jason Kraeling, Frank Allgood and Mark Steenback. Council member Michael Reynolds attended via Zoom.

City Administrator Seth Duncan, City Attorney Daniel Hughes, and Assistant City Administrator Greg Saxton were also present.

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

2. New Business

a. Motion to enter into Executive Session

Motion: Councilman Matney made a motion to enter executive session for the items listed below. Councilman Steenback seconded the motion.

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

1. Executive Session to consider negotiations incident to proposed contractual arrangements regarding Bridgeway Stadium as allowed by State Statute 30-4-70(a)(2)
2. Executive Session to consider negotiations incident to proposed sale or purchase of property as allowed by State Statute 30-4-70(a)(2)

Immediately following Executive Session

Councilman Reynolds left Zoom after the executive session. Mayor Merritt reconvened the meeting at 6:49pm. Councilman Matney reported no decisions made and no action taken in executive session.

3. Possible action on items discussed in Executive Session

Motion: Councilman Matney made a motion to accept the Guaranty Agreement as presented and authorized the Mayor and/or his designee to execute any and all documents necessary for the construction of a stadium at Bridgeway Station.

Councilman Kraeling seconded the motion.

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

3. Council Requests- None

4. Adjournment- Mayor Merritt adjourned the meeting at 6:50 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

MINUTES
CITY COUNCIL REBRANDING WORKSHOP
SEPTEMBER 2, 2025
CITY HALL – UPSTAIRS
CONFERENCE ROOM
5 E. BUTLER ROAD

Members present were Mayor Terry Merritt, Council members Taft Matney, Carol King, Jason Kraeling, Michael Reynolds, and Frank Allgood. Councilman Steenback was not present.

Others present were City Administrator Seth Duncan, Assistant City Administrator Greg Saxton, and Lauren Carter, Communications Manager.

1. Call to Order- Mayor Merritt at 7:12 p.m.

2. City Rebranding Discussion- Council discussed the updated logo options. No action was taken.

3. Adjournment- The meeting was adjourned at 8:30 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

CITY COUNCIL
AGENDA ITEM

MEETING DATE: September 15, 2025
AGENDA ITEM: 7a

TO: City Council

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

SUBJECT: **Rezoning of 2-acre Tract at 1123 E. Butler Rd**
***** 2nd Reading *****

OWNER(S):	**Theofelis Eliopoulos • Shoppes at Butler, LLC**
ADDITIONAL REP(S):	Jamie Mendelson • First Citizens Bank & Trust Company
TAX MAP NUMBER(S):	0547.03-01-049.00 & 0547.03-01-049.02
LOCATION:	At 1123 E. Butler Road
CURRENT ZONING:	S-1, Trades and Commercial Services
REQUESTED ZONING:	C-2, General Commercial
SIZE OF PROPERTY:	Approx. 2 acres

REQUEST

The City of Mauldin has received a signed petition requesting the rezoning of a tract of land pursuant to Section 4:2 of the Mauldin Zoning Ordinance. This petition includes rezoning a 2-acre tract at 1123 E. Butler Road from the S-1 district to the C-2 district. The intent of the applicant is to develop this property for a bank.

HISTORY/BACKGROUND

There is currently a vacant single-family home on this tract. It is located at the intersection of E. Butler Road and Verdin Road. This tract is adjacent to a self service car wash on E. Butler Road and a medical equipment supplier (Poinsett Medical) on Verdin Road.

PROPOSED DEVELOPMENT

The intent of the applicant is to develop this 2-acre tract for a branch of First Citizens Bank. The applicant's cover letter is attached to this report and provides more information about the applicant's development intentions.

NEIGHBORHOOD MEETING

In accordance with Section 4:3.3 of the Mauldin Zoning Ordinance, the applicant held a neighborhood meeting on June 23, 2025, at the Courtyard by Marriott meeting room located at 100 Millport Circle. The only attendees were two City officials. No members of the public attended the meeting. The applicant's meeting summary is attached to this report.

ZONING ANALYSIS

Existing Zoning Classification

The ***S-1 district*** is established to provide a transition between commercial and industrial districts. It generally includes service-oriented commercial businesses, wholesaler, warehousing, and light industries. promote accessible and central concentrations of business activities and commercial establishments. Allowed uses in the S-1 district include:

- Hotel
- Child day care center
- Adult day care center
- Assisted living
- Nursing home
- Hospital
- Outpatient health care service
- Meeting or assembly hall for civic, social, professional, or political organizations
- Public administration building
- Public safety facility for fire, police, or emergency medical services
- Public works facility
- Technical or trade school
- Catering services
- Communication or information services
- Dry cleaning and laundry services
- Financial services outside of a traditional bank such as check cashing, payday loans, title loans, etc.
- Health and personal care services like hair, nail, and skin services, weight loss centers, day spas, tanning salons, etc.
- Tattoo and body piercing services
- Motor vehicle services
- Motor vehicle sales
- Large vehicles sales and service including for trucks, trailers, boats, mobile homes, and RVs
- Offices and professional services
- Pet and animal care services
- Restaurant
- Bar, brew pub or drinking place
- Retail sales
- Big box retail store
- Thrift or consignment store
- Services to buildings and dwellings such as pest control, janitorial services, locksmith, landscaping services, carpet and upholstery cleaning, packing and crating services, etc.
- Contractor offices
- Manufacturing
- Delivery services
- Passenger transportation services such as taxi or limousine businesses
- Self-storage or mini-warehouse facility
- Towing service
- Warehousing
- Wholesaling
- Amusement or games facility like an arcade, bowling center, billiard parlor, mini golf, indoor shooting range, skating rink, or trampoline park
- Event center or banquet hall
- Fitness center or sports club
- Exhibition facility like a museum or art gallery
- Public park or recreation area
- Upper story apartments
- Truck and freight transportation services (by special exception only)
- Sexually oriented business (by special exception only)

Requested Zoning Classification

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. In addition to the uses already allowed in the S-1 district, allowed uses in the C-2 district include:

- Cemetery
- Library
- Religious institution
- Social assistance services
- Financial establishment including banks and credit unions
- Grocery store or supermarket
- Packaged alcoholic beverage store
- Small discount store or "dollar" store
- Movie theater or performing arts theater
- College or university (by special exception only)

Additionally, there are some businesses allowed in the S-1 district which are not allowed in the C-2 district. These include:

- Assisted living
- Nursing home
- Public works facility
- Motor vehicle sales
- Large vehicles sales and service including for trucks, trailers, boats, mobile homes, and RVs
- Services to buildings and dwellings such as pest control, janitorial services, locksmith, landscaping services, carpet and upholstery cleaning, packing and crating services, etc.
- Contractor offices
- Manufacturing
- Delivery services
- Passenger transportation services such as taxi or limousine businesses
- Self-storage or mini-warehouse facility
- Towing service
- Warehousing
- Wholesaling
- Truck and freight transportation services (by special exception only)
- Sexually oriented business (by special exception only)

Surrounding Development/Zoning

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

Direction	Zoning District(s)	Existing Use(s)
North	S-1 (City)	Poinsett Medical
South	R-12 (City)	Golden Strip Career Center
East	S-1 (City)	Wash Me Autowash
West	S-1 (City)	Brookfield Promenade Shopping Center

Comprehensive Plan Analysis

In the Comprehensive Plan, this property is at a location depicted as a "Communiy Corridor." A community corridor is described as areas for less intense commercial uses. Examples listed include professional offices, office parks, mixed-use developments, restaurants, and small retail centers. "Big box" retail centers are identified as inappropriate for these corridors.

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 C-2 zoning is consistent with the "Community Corridor" designation of this area in the Comprehensive Plan. The proposed bank is exactly the type of business envisioned along this corridor.

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 Potential Uses***

The uses allowed in the C-2 district appear to be compatible with the type of uses found in this area which largely consists of commercial and office uses.

D. ***Infrastructure Capacity***

All utilities, including water and sewer, appear to be available at this site.

E. ***Public Need***

As Mauldin continues to grow, there is an increased need for businesses that provide commercial products and services. This rezoning will help facilitate additional commercial development opportunities.

PUBLIC HEARING

The Planning Commission held a public hearing on July 22, 2025. Notice of this hearing was provided in accordance with the City's requirements which includes publishing notice in the newspaper and posting signage on the property. Only one individual offered up any public comment:

- Ellen Williams, an occupant at the Laurel Woods Apartments at 350 Fairforest Way in the City of Greenville, asked how the developer will prevent left turns from and onto E. Butler Road.

TIMELINE

On June 23, 2025, the applicant held a neighborhood meeting to discuss their proposed development of the site and the rezoning application they intend to make to support this development.

On June 24, 2025, the applicant submitted an application to the City of Mauldin to rezone this property.

On July 22, 2025, the Planning Commission held a public hearing and voted 5-0 to recommend approval of the rezoning.

On August 4, 2025, the Business & Development Services Standing Committee voted 3-0 to forward this matter to City Council with a recommendation of approval.

STAFF RECOMMENDATION

Staff finds that this rezoning meets all of the criteria it reviews when considering the rezoning of property. Staff recommends approval of this rezoning request.

PLANNING COMMISSION RECOMMENDATION

On July 22, 2025, the Planning Commission voted 5-0 to recommend **approval** of this rezoning.

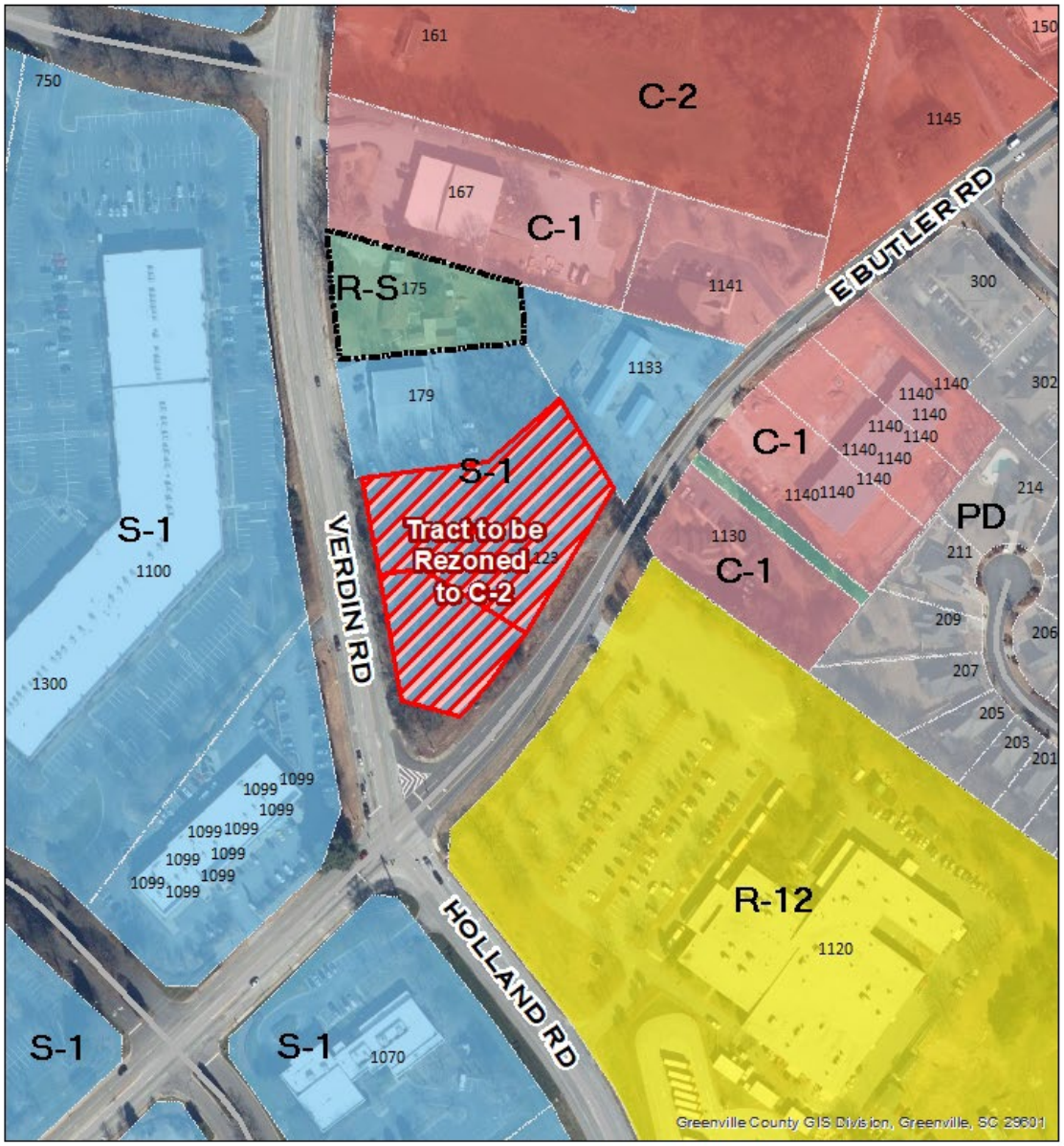
On August 4, 2025, the Business & Development Services Standing Committee voted 2-0 to forward this rezoning to City Council with a recommendation of approval.

On August 18, 2025, the City Council voted 7-0 to approve this rezoning on first reading.

ATTACHMENTS

Property Map
Applicant's Cover Letter
Applicant's Neighborhood Meeting Summary
Proposed Ordinance (boundary survey included therein)

1123 E. Butler Road
REZONING MAP



Legend

Subject Property

Mauldin City Limits

N

0 Feet 200

Created on July 10, 2025

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 herien.

June 24, 2025

City of Mauldin
Business & Development Services
5 E. Butler Road
Mauldin, SC 29662

Rezoning Request for 1123 E. Butler Road, Mauldin, SC
Parcel IDs: 0547030104900 & 0547030104902

Dear Planning Staff,

On behalf of First-Citizens Bank & Trust Company, we respectfully submit this request for rezoning of the property located at 1123 E. Butler Road, currently zoned S-1 (Services District), to C-2 (Commercial District). The subject property consists of two parcels totaling approximately 2 Acres and is currently vacant commercial land.

The proposed rezoning will allow the redevelopment of the site into a bank branch, which will include a drive-thru, customer parking, and professionally designed landscaping. Rezoning to the Commercial District is appropriate for this use and will better align the zoning with the low-impact, service-oriented nature of the proposed development. The C-2 district provides a more accurate regulatory framework than S-1, ensuring the long-term compatibility of the site with surrounding uses and the City's planning goals.

This rezoning request is being submitted with the formal authorization of the property owner, Shoppes at Butler LLC, as documented in the attached notarized Agent Authorization letter. Included with this submission are the following:

- Completed Rezoning Application
- Agent Authorization Letter
- Project Description and Parcel Information
- Application Fee
- Survey/Boundary Map
- Neighborhood Meeting Materials

We look forward to working with the City of Mauldin throughout this process and welcome any questions or feedback you may have. Please feel free to contact us at 919-291-5562 for further discussion.
Thank you for your time and consideration.
Sincerely,

Jamie Mendelson,
VP Construction Project Manager
Corporate Real Estate
First-Citizens Bank & Trust Company
100 E Tryon Road, Mail Code: DAC-41
Raleigh, NC, 27603
919-291-5562

Kimley»Horn

MEMORANDUM

To:	David Dyrhaug
From:	Brandon P. White, PLA, ASLA
	Kimley-Horn and Associates, Inc.
Date:	June 23, 2025
Subject:	1123 E Butler Road, Mauldin, SC: Rezoning Neighborhood Meeting Minutes

Representatives from Kimley-Horn and First Citizens Bank hosted a Rezoning Neighborhood Meeting from 5:30P to 7:30P on June 23, 2025 at the Courtyard Greenville Mauldin hotel located at 100 Millport Circle, Greenville, South Carolina. The meeting location was less than one mile from the subject property and properly noticed with signage placed along both Verdin Road and East Butler Road in addition to letters mailed to all property owners withing a 200-foot radius of the property.

There were two attendees outside of representatives of Kimley-Horn and First Citizens Bank. We presented the subject property, a conceptual site plan, and perspective rendering of the building architecture to the attendees. In addition, we were able to present an alternative conceptual site plan during the meeting incorporating initial feedback received.

We received no written comments from attendees.

ORDINANCE # _____

AN ORDINANCE TO REZONE A 2-ACRE TRACT LOCATED AT 1123 E. BUTLER ROAD (TAX MAP PARCELS #0547.03-01-049.00 & #0547.03-01-049.02) FROM THE S-1 DISTRICT TO THE C-2 DISTRICT AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Shoppes at Butler, LLC, has petitioned the City of Mauldin to rezone their +/- 2-acre property from the S-1 District to the C-2 District; and

WHEREAS, a rezoning of the parcels 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 22, 2025; and

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

Section 1. That the properties described in zoning docket PC-2025-07-RZ and identified as Greenville County Tax Map Parcels 0547.03-01-049.00 and 0547.03-01-049.02 be rezoned from S-1 to C-2, General Commercial. The portion of the property to be rezoned is further highlighted and identified as "Subject Property" on the attached exhibit, Exhibit 1, that is 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

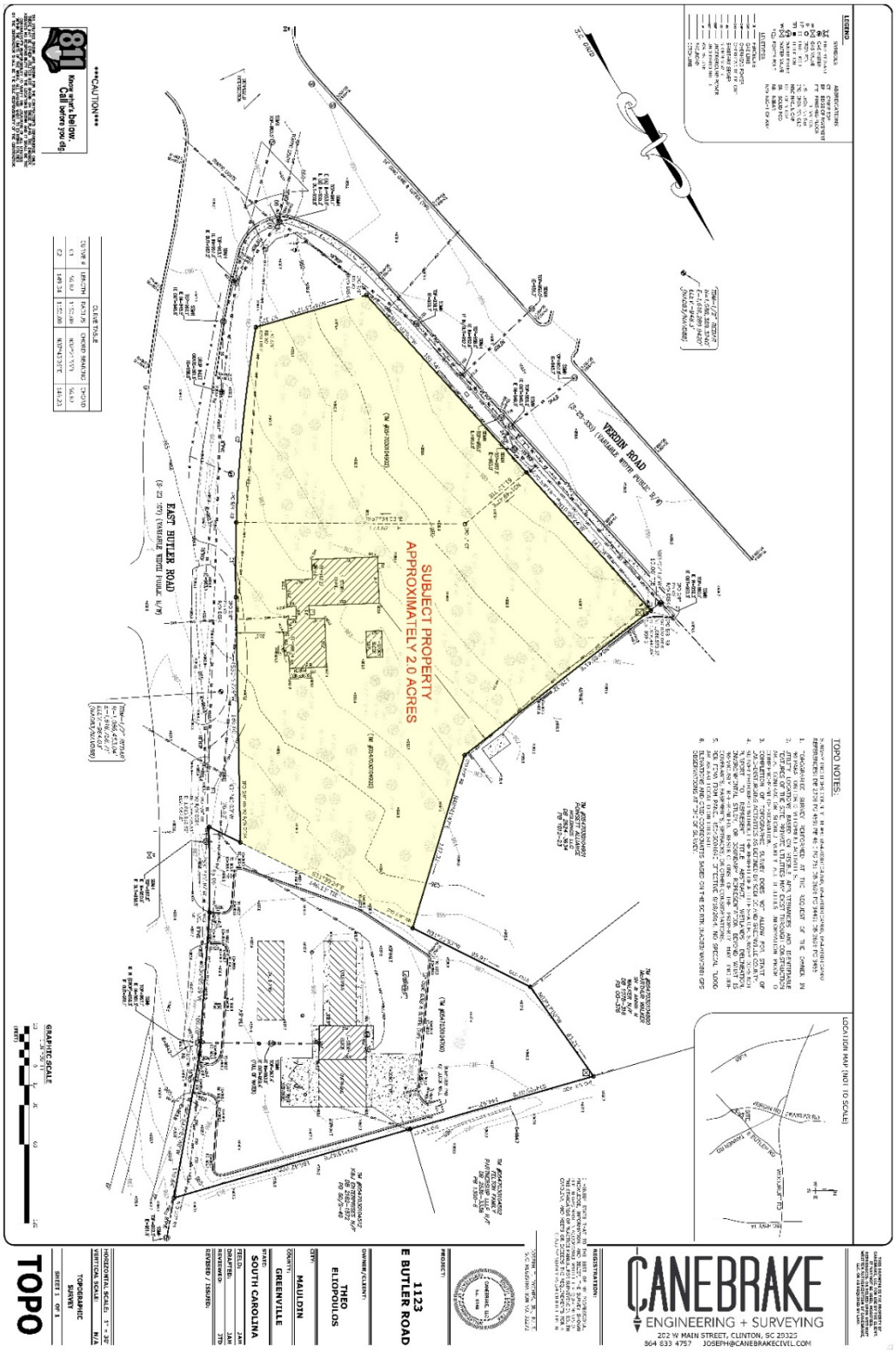
ATTEST: BY: _____
Terry Merritt, Mayor

_____
Cindy Miller, Municipal Clerk

APPROVED AS TO FORM:

_____
Daniel Hughes, City Attorney

EXHIBIT 1


SUBJECT PROPERTY
APPROXIMATELY 2.0 ACRES
EAST BUTLER ROAD
VERDIN ROAD
CANEBRAKE
ENGINEERING + SURVEYING
202 W MAIN STREET, CLINTON, SC 29325
864 633 4757 JOSEPH@CANEBRAKECIVIL.COM
1123
E BUTLER ROAD
THEO
ELIOPOULOS
GREENVILLE
SOUTH CAROLINA
TOPO

CITY COUNCIL
AGENDA ITEM

MEETING DATE: September 15, 2025
AGENDA ITEM: 7b

TO: City Council

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

SUBJECT: Bars, Brew Pubs and Drinking Places
***** 2nd Reading *****

BACKGROUND

In 2021, the City of Mauldin adopted an ordinance that established a table of allowed uses and introduced new conditional standards for certain uses. This included new conditional standards for bars, brew pubs, and drinking places. This type of business is conditionally allowed in the C-2, General Commercial District, Central Redevelopment District (CRD), and the S-1, Trades and Commercial Services District. The conditional standards include that new businesses must be separated from residences by at least 300 feet and that businesses must comply with State laws.

CURRENT REGULATION

The current ordinance requires that "a bar, brew pub, or drinking place shall not be closer than three (300) feet from any residential use in a residential zoning district, as measured from lot line to line." This standard provides an extra layer of protection for residences in the City of Mauldin and goes above and beyond the State requirements for such businesses.

DRAFT ORDINANCE

The draft ordinance modifies this conditional standard to bring the method of measurement into consistency with State law. The draft ordinance clarifies that this 300 feet separation between drinking places and residences will be measured "pursuant to the method of measurement used for proximity to schools, churches, and playgrounds provided in Title 61, Chapter 6, of the S.C. Code of Laws and as further clarified in Chapter 7 of the S.C. Code of Regulations. In accordance with Title 61, Chapter 6, of the S.C. Code of Laws, this distance would be measured "by following the shortest route of ordinary pedestrian or vehicular travel along the public thoroughfare" from any residential use.

PUBLIC HEARING

The Planning Commission held a public hearing on July 22, 2025. Notice of this hearing was provided in accordance with the City's requirements which includes publishing notice in the newspaper. No public comments were offered at the public hearing.

TIMELINE

On July 22, 2025, the Planning Commission held a public hearing and voted 5-0 to recommend approval of this ordinance.

STAFF RECOMMENDATION

Staff recommends approval of this ordinance.

PLANNING COMMISSION RECOMMENDATION

On July 22, 2025, the Planning Commission voted 5-0 to recommend **approval** of this ordinance.

On August 4, 2025, the Business & Development Services Standing Committee voted 2-0 to forward this ordinance to City Council with a recommendation of approval.

On August 18, 2025, the City Council voted 7-0 to approve this ordinance on first reading.

ATTACHMENTS

Draft Ordinance

ORDINANCE # _____

AN ORDINANCE TO AMEND SECTION 10:34, BAR, BREW PUB OR DRINKING PLACE, OF THE MAULDIN ZONING ORDINANCE TO CLARIFY THE APPLICATION OF THE SEPARATION REQUIREMENT BETWEEN SUCH BUSINESSES AND RESIDENCES

WHEREAS, the Mauldin City Council at various times reviews the city ordinances to make necessary improvements and/or changes; and

WHEREAS, the City of Mauldin desires to amend its zoning ordinance to clarify the intended application of the separation requirement between a bar, brew pub, drinking place, and residences; and,

WHEREAS, the City of Mauldin finds that the following amendment to the zoning ordinance promotes the health, safety, and welfare of the citizens and residents of the City of Mauldin; and

WHEREAS, pursuant to properly published public notice, the Mauldin Planning Commission considered this matter at a public hearing on July 22, 2025.

NOW THEREFORE BE IT ORDAINED by the Mayor and City Council of the City of Mauldin, South Carolina, in council assembled and by the authority thereof that the Mauldin Municipal Code be amended as follows:

Section 1 Amendment. Amend Section 10:34, Bar, Brew Pub or Drinking Place, as follows (*language that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language is not ~~struck through~~ or underlined is not to be changed, and *** represents sections of the Zoning Ordinance that have been skipped and remain unchanged*):

Sec. 10:34. Bar, Brew Pub or Drinking Place.

A bar, brew pub or drinking place is subject to the following standards:

1. *Prohibitions.* A bar, brew pub, or drinking place shall not have a drive-up window.

2. *Food service.* A bar, brew pub, or drinking place must also provide food services on-site in addition to the sale of alcoholic beverages for consumption on the premises.

3. *Separation from residences.* A bar, brew pub, or drinking place shall not be closer than three hundred (300) feet from any residential use in a residential zoning district, as measured ~~from lot line to lot line~~ pursuant to the method of measurement used for proximity to schools, churches, and playgrounds provided in Title 61,

Chapter 6, of the S.C. Code of Laws and as further clarified in Chapter 7 of the S.C. Code of Regulations.

4. *Compliance with state law.* Any such business shall comply with all applicable State laws, including Chapter 7 of the S.C. Code of Regulations and Title 61, Chapter 6, of the S.C. Code of Laws.

***

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

BY: _____
Terry Merritt, Mayor

ATTEST:

_____
Cindy Miller, Municipal Clerk

APPROVED AS TO FORM:

_____
Daniel Hughes, City Attorney

CITY COUNCIL
AGENDA ITEM

MEETING DATE: September 15, 2025
AGENDA ITEM: 7c

TO: City Council

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

SUBJECT: Business License Standardization Ordinance Amendment

BACKGROUND

South Carolina's Act 176, the Business License Standardization Act, requires every municipality and county government with a business license tax to update its business licensing class schedule every odd-numbered year to go into effect the following year. As such, 2025 is a time to update the City's licensing practices to remain in compliance with state law.

As required by Act 176, the class schedule updates are based on the latest statistical data on business profitability from the IRS, which then receives approval from the SC Revenue and Fiscal Affairs Office.

Each local government must adopt these updates by December 31, 2025, to address those licensing renewals that will take place for the license year running from May 1, 2026 – April 30, 2027.

AMENDMENT SUMMARY

This amendment to entails the replacement of the rate class schedule in Appendix B. Some of the business sectors have been reassigned to new rate classes. These include:

NAICS Code	Industry Sector	Old Rate Class	New Rate Class
21	Mining	2	3
48-49	Transportation and warehousing	1	2
53	Real estate and rental and leasing	7	6
54	Professional, scientific, and technical services	5	4
62	Health care and social assistance	4	3
81	Other services	4	3

In all but two of the above reassignments, the industry sectors were reassigned to classes with lower rates. Based on last year's business license revenue figures, staff projects that this amendment will effect a roughly $40,000 decrease in business license revenue collected by the City.

TIMELINE

On August 4, 2025, the Business & Development Services Standing Committee voted 2-0 to forward this ordinance to City Council with a recommendation of approval.

On August 18, 2025, the City Council voted 7-0 to approve this ordinance on first reading.

STAFF RECOMMENDATION

In order to be compliant with South Carolina's Act 176, staff recommends approval of the attached ordinance.

ATTACHMENT

Ordinance

ORDINANCE # _____

AN ORDINANCE

AMENDING THE BUSINESS LICENSE ORDINANCE OF THE CITY OF MAULDIN TO UPDATE THE CLASS SCHEDULE AS REQUIRED BY ACT 176 OF 2020.

WHEREAS, the City of Mauldin (the "Municipality") is authorized by S.C. Code Section 5-7-30 and Title 6, Chapter 1, Article 3 to impose a business license tax on gross income;

WHEREAS, by Act No. 176 of 2020, known as the South Carolina Business License Tax Standardization Act and codified at S.C. Code Sections 6-1-400 to -420 (the "Standardization Act"), the South Carolina General Assembly imposed additional requirements and conditions on the administration of business license taxes;

WHEREAS, the Standardization Act requires that by December thirty-first of every odd year, each municipality levying a business license tax must adopt, by ordinance, the latest Standardized Business License Class Schedule as recommended by the Municipal Association of South Carolina (the "Association") and adopted by the Director of the Revenue and Fiscal Affairs Office;

WHEREAS, following the enactment of the Standardization Act, the Municipality enacted Ordinance No. 989 on November 15, 2021, in order to comply with the requirements of the Standardization Act (the "Current Business License Ordinance");

WHEREAS, the City Council of the Municipality (the "Council") now wishes to amend the Current Business License Ordinance to adopt the latest Standardized Business License Class Schedule, as required by the Standardization Act;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Mauldin, South Carolina, as follows:

SECTION 1. Amendments to Appendix B. Appendix B to the Current Business License Ordinance, the "Business License Rate Schedule," is hereby amended as follows:

(a) Classes 1 through 8 in Appendix B to the Current Business License Ordinance, the "Business License Class Schedule," are hereby amended and restated as set forth on the attached Exhibit A.

(b) Class 9 in Appendix B to the Current Business License Ordinance, the "Business License Class Schedule," shall remain in full force and effect as set forth in the Current Business License Ordinance.

SECTION 2. Repealer, Effective Date. All ordinances in conflict with this ordinance are hereby repealed. This ordinance shall be effective with respect to the business license year beginning on May 1, 2026.

ENACTED IN REGULAR MEETING, this ___ day of _____, 20___.

Passed on First Reading: _____

Passed on Second Reading: _____

CITY OF MAULDIN, SOUTH CAROLINA

BY: _____
Terry Merritt, Mayor

ATTEST:

_____
Cindy Miller, Municipal Clerk

APPROVED AS TO FORM:

_____
Daniel Hughes, City Attorney

Exhibit A: Amendment to Classes 1-8 in Appendix B of the Current Business License Ordinance

APPENDIX B
Classes 1 – 8: Business License Class Schedule by NAICS Codes

NAICS Sector/Subsector	Industry Sector	Class
11	Agriculture, forestry, hunting and fishing	1
21	Mining	3
22	Utilities	1
31 - 33	Manufacturing	9.8
42	Wholesale trade	1
44 - 45	Retail trade	1
48 - 49	Transportation and warehousing	2
51	Information	4
52	Finance and insurance	7
53	Real estate and rental and leasing	6
54	Professional, scientific, and technical services	4
55	Management of companies	7
56	Administrative and support and waste management and remediation services	3
61	Educational services	3
62	Health care and social assistance	3
71	Arts, entertainment, and recreation	3
721	Accommodation	1
722	Food services and drinking places	2
81	Other services	3
Class 8	**Subclasses**	
23	Construction	8.1
482	Rail Transportation	8.2
517111	Wired Telecommunications Carriers	8.3
517112	Wireless Telecommunications Carriers (except Satellite)	8.3
517122	Agents for Wireless Telecommunications Services	8.3
5241	Insurance Carriers	8.4
5242	Insurance Brokers for non-admitted Insurance Carriers	8.4
713120	Amusement Parks and Arcades	8.51
713290	Nonpayout Amusement Machines	8.52
713990	All Other Amusement and Recreational Industries (pool tables)	8.6
Class 9	**Subclasses**	
423930	Junk or Scrap Dealers	9.1

522298	Pawn Brokers	9.2
4411	Automobile Dealers	9.3
4412	Other Motor Vehicle Dealers	9.3
713290	Bingo Halls, Parlors	9.5
711190	Carnivals and Circuses	9.6
722410	Drinking Places, Bars, Lounges, Cabarets	9.7

2025 Class Schedule is based on a three-year average (2019-2021) of IRS statistical data.

CITY COUNCIL
AGENDA ITEM

MEETING DATE: September 15, 2025
AGENDA ITEM: 8a

TO: City Council

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

SUBJECT: **Rezoning of 25.8-acre Property at Fork Shoals Rd and Ashmore Bridge Rd**

OWNER(S):	**L. S. Spinks • Ashmore Bridge, LLC**
ADDITIONAL REP(S):	Timothy Crawford • HMF-Americana, LLC
TAX MAP NUMBER(S):	0412.00-01-002.01 and portions of 0412.00-01-003.02 & 0412.00-01-003.03
LOCATION:	At Fork Shoals Road and Ashmore Bridge Road
CURRENT ZONING:	C-2, General Commercial
REQUESTED ZONING:	R-M, Multifamily Residential
SIZE OF PROPERTY:	Approx. 25.8 acres

REQUEST TO DEFER

HMF-Americana, LLC, the representatives for this request and the prospective developer of this tract, have formally requested that the City Council **defer action** on this matter for one month. They need the extra time to evaluate the costs of the traffic improvements that SCDOT may require.

OTHER UPDATE

Additionally, please note that staff revised the wording of the ordinance in response to comments shared at the Business & Development Services Standing Committee meeting. See revised ordinance in the attachments below.

REQUEST

The City of Mauldin has received a signed petition requesting the rezoning of a tract of land pursuant to Section 4:2 of the Mauldin Zoning Ordinance. This petition includes rezoning a 25.8-acre tract at Fork Shoals Road and Ashmore Bridge Road from the C-2 district to the R-M district. The intent of the applicant is to develop this property for a mixed housing residential community.

HISTORY/BACKGROUND

There is the remaining undeveloped property owned by L. S. Spinks following the development of the Spinx gas station at 1305 Fork Shoals Road. This tract fronts both Fork Shoals Road and Ashmore Bridge Road. It is adjacent to Take Heart Church along Fork Shoals Road and adjacent to the Willimon Business Park along Perimeter Road.

PROPOSED DEVELOPMENT

The intent of the applicant is to develop this undeveloped tract for residential community consisting of cottages, duplexes, and garden-style apartments. In total they are considering developing up to 527 residential units at this tract. The entire community would be a rental community. The applicant's cover letter is attached to this report and provides more information about the applicant's development intentions. PLEASE NOTE that the applicant's development proposal will also include a 7.2-acre tract behind the Take Heart Church that is being separately considered for **annexation** into the City of Mauldin. Additionally, please note that a 1.1-acre tract immediately adjacent to the Spinx gas station and fronting Fork Shoals Road is planned for future commercial development and will retain its C-2 zoning.

NEIGHBORHOOD MEETING

In accordance with Section 4:3.3 of the Mauldin Zoning Ordinance, the applicant held a neighborhood meeting on June 10, 2025, at Take Heart Church located at 1330 Fork Shoals Road. About five members of the public attended this meeting. These attendees asked questions and made comments about traffic congestion, sidewalks, traffic safety, affordable housing, and school crowding. The applicant's meeting summary is attached to this report.

ZONING ANALYSIS

Existing Zoning Classification

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. Allowed uses in the C-2 district include:

(See Next Page)

- Hotel
- Cemetery
- Child day care center
- Adult day care center
- Hospital
- Outpatient health care service
- Library
- Meeting or assembly hall for civic, social, professional, or political organizations
- Public administration building
- Public safety facility for fire, police, or emergency medical services
- Religious institution
- Technical or trade school
- Social assistance services such as child services, adoption/foster care services, services for the elderly and disabled, counseling services, etc.
- Catering services
- Communication or information services
- Dry cleaning and laundry services
- Offices and professional services
- Financial establishment including banks and credit unions
- Financial services outside of a traditional bank such as check cashing, payday loans, title loans, etc.
- Health and personal care services like hair, nail, and skin services, weight loss centers, day spas, tanning salons, etc.
- Tattoo and body piercing services
- Motor vehicle services
- Pet and animal care services
- Restaurant
- Bar, brew pub or drinking place
- Retail sales
- Big box retail store
- Grocery store or supermarket
- Packaged alcoholic beverage store
- Small discount store or "dollar" store
- Thrift or consignment store
- Amusement or games facility like an arcade, bowling center, billiard parlor, mini golf, indoor shooting range, skating rink, or trampoline park
- Event center or banquet hall
- Fitness center or sports club
- Exhibition facility like a museum or art gallery
- Movie theater or performing arts

Requested Zoning Classification

The ***R-M district*** is established to provide a full range of medium- to high-density multi-family housing types as well as single-family residences. This district can serve as a transition between single-family districts and commercial districts. Allowed uses in the R-M district include:

- Single-family homes
- Townhomes
- Multifamily housing
- Bed and breakfast inn
- Child day care center
- Adult day care center
- Assisted living
- Residential care facility
- Religious institution
- Park or recreation area
- Manufactured housing park (by special exception only)
- Library (by special exception only)
- Public safety facility (by special exception only)
- Grade school (by special exception only)

Surrounding Development/Zoning

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

Direction	Zoning District(s)	Existing Use(s)
North	I-1 (County)	3M Manufacturing Plant
South	R-S (County)	Take Heart Church
East	C-2 (City)	Publix Shopping Center
West	I-1 (County)	Willimon Business Park

Comprehensive Plan Analysis

In the Comprehensive Plan, this property is at a location depicted as a "Community Corridor." A community corridor is described as areas for less intense commercial uses such as professional offices, office parks, mixed-use developments, restaurants, and small retail centers. The Comprehensive Plan also notes that schools, churches, and residential development can also fit well in this corridor.

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 R-M zoning is compatible with the "Community Corridor" designation of this area in the Comprehensive Plan. The proposed residential community is described in the Comprehensive Plan as an appropriate fit for this corridor.

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 Potential Uses***

The north and west side of this property is largely considered more of an industrial area. Sometimes there can be concerns about locating residences near industry, but these industrial areas have more of a clean appearance. Staff is less concerned about the adjacency of these development types. The uses allowed in the R-M district appear to be compatible with the type of uses found in this area which largely consists of commercial, office, institutional, and other residential uses. Multi-family residential often represents an ideal transition in areas of varied use types such as this location.

The rezoning of this tract from commercial to multifamily residential is also generally associated with less impact on traffic. While a community with up to 527 residential units may seem like a lot, the peak hour trips this would be expected to generate is about 210 trips. If this large tract were to be developed for a 150,000-square-foot shopping center, it would be expected to generate around 600 or more peak hour trips.

D. ***Infrastructure Capacity***

All utilities, including water and sewer, appear to be available at this site. The intersection at Ashmore Bridge Road and Fork Shoals Road was improved not long ago for the Arden Woods development. Prior to plan approval for this proposed development, the applicant will be required to complete a traffic impact study to determine what, if any, additional traffic or road improvements will be needed.

The applicant has already brought a traffic engineer on board to begin studying the impact of their proposed development on roads and traffic and to begin coordination with SCDOT. Their preliminary traffic improvement plans include:

- The construction of a roundabout at Ashmore Bridge Road and Perimeter Road
- The construction of a 250-foot right turn lane on Fork Shoals Road for southbound traffic leading up to the intersection at Ashmore Bridge Road
- The construction of a 100-foot right turn lane on Fork Shoals Road for southbound traffic leading up to the development project entrance
- The construction of a 15-foot left turn lane on Fork Shoals Road for northbound traffic leading up to the development project entrance
- The update and optimization of the signal timing at the intersection of Fork Shoals Road and Ashmore Bridge Road

E. ***Public Need***

This tract is adjacent to the South Carolina Technology & Aviation Center Business Park (Donaldson Center). This business park employs a lot of people. The proposed residential development of this tract will provide housing opportunities conveniently located near a lot of jobs.

The proposed development also represents an opportunity to provide housing types that are not often found in our area. In the housing profession, there is a type of housing referred to as “middle housing” and represents the gap between detached single-family homes and multi-family apartment buildings. Middle housing can include duplexes, fourplexes, cottage courts, and courtyard

buildings. The inclusion of these types of housing provides more diverse housing options. This is the type of housing the applicant is proposing to develop.

PUBLIC HEARING

The Planning Commission held a public hearing on July 22, 2025. Notice of this hearing was provided in accordance with the City's requirements which includes publishing notice in the newspaper and posting signage on the property. The following individuals offered comments at this hearing:

Opposition

- Gladys Duvall, a county resident at 326 Pollyanna Drive in the Harrington subdivision, expressed opposition to this rezoning. She commented on the size of the public meeting signs, rental homes in the Harrington subdivision, and traffic on Fork Shoals Road.
- Ted Turiano, a county resident at 4 Dodd Trail in the Harrington subdivision, expressed opposition to this rezoning. He commented on traffic on Fork Shoals Road and the number of new housing developments.
- Darlene Pace, a county resident at 545 Pollyanna Drive in the Harrington subdivision, expressed opposition to this rezoning. She commented on the amount of development already in the area.
- Ellen Williams, a Greenville City resident at the Laurel Woods Apartments at 350 Fairforest Way, expressed opposition to this rezoning. She commented on the traffic congestion at the intersection of Fork Shoals Road and Ashmore Bridge Road.
- Tom Bacola, a county resident at 212 Dodd Trail in the Harrington subdivision, expressed opposition to this rezoning. He commented on the rental homes in the Harrington subdivision and traffic on Fork Shoals Road.
- David Kraft, a county resident at 209 Dodd Trail in the Harrington subdivision, expressed opposition to this rezoning. He commented on the amount of development and traffic on Fork Shoals Road.
- Matthew Tenuto, a county resident at 329 Whitter Street in the Harrington subdivision, expressed opposition to this rezoning. He commented on misfit of residential development for this area.

Support

- Josh Trammell, a pastor at Take Heart Church at 1330 Fork Shoals Road, expressed support for this rezoning. He commented on the church's enthusiastic support for this project and appreciated the opportunity this project will provide for others to move to this great community, just as those who have just spoken have recently enjoyed.

TIMELINE

On June 10, 2025, the applicant held a neighborhood meeting to discuss their proposed development of the site and the rezoning application they intend to make to support this development.

On June 24, 2025, the applicant submitted an application to the City of Mauldin to rezone this property.

On July 22, 2025, the Planning Commission held a public hearing and voted 5-0 to recommend approval of the rezoning.

On August 4, 2025, the Business & Development Services Committee voted 2-0 to hold this item in committee.

On September 2, 2025, the Business & Development Services Committee voted 3-0 to forward this item to City Council.

STAFF RECOMMENDATION

Staff finds that this rezoning meets all of the criteria it reviews when considering the rezoning of property. Staff recommends approval of this rezoning request.

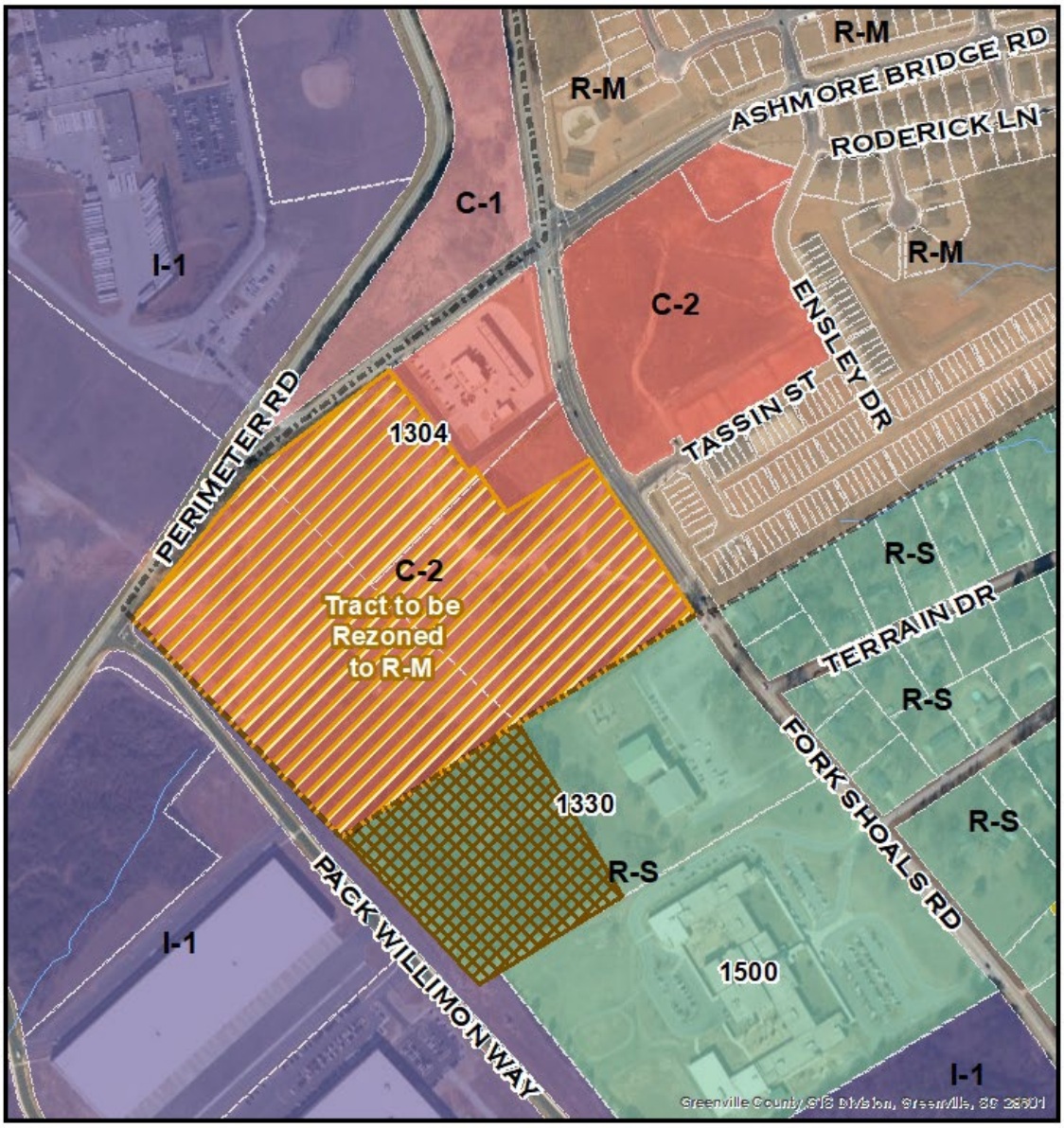
PLANNING COMMISSION RECOMMENDATION

On July 22, 2025, the Planning Commission voted 5-0 to recommend **approval** of this rezoning.

ATTACHMENTS

Property Map
Applicant's Cover Letter
Applicant's Neighborhood Meeting Summary
Images Shared at the Planning Commission Meeting
Revised Ordinance (boundary survey included therein)

Fork Shoals Road and Ashmore Bridge Road
REZONING MAP



Legend

- City Limits of Mauldin
- Subject Property
- Pending Annexation

N

0 400 Feet

Created on July 10, 2025

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.

June 24, 2025

Mr. David Dyrhaug
Director, Business & Development Services
City of Mauldin
P.O. Box 249
Mauldin, SC 29662

RE: Rezoning and Annexation Application

David:

HMF Americana, LLC is pleased to submit this application for rezoning of a site in the southwest quadrant of Fork Shoals and Ashmore Bridge roads. A portion of the site will also require annexation into the City of Mauldin. SeamonWhiteside is our engineer and will be coordinating technical details throughout the process.

Rezoning Site and Acreage: A total of 32.96 acres, including 25.76 acres currently zoned C-2 in the City of Mauldin and 7.2 acres currently zoned R-S in unincorporated Greenville County. A separate 1.13-acre parcel along Fork Shoals Road would remain C-2 in the City of Mauldin. See Exhibit for parcels.

Annexation Request: Annex 7.2 acres currently owned by Take Heart Church into the City of Mauldin.

Zoning Request: Change from C-2 in Mauldin and R-S in Greenville County to Residential: Multi-Family District (RM) in Mauldin.

Uses: Up to 527 multi-family residential units developed in two separate phases/communities, based on the maximum density of 16 units/acre in the Residential: Multi-Family District (RM). The current plan includes a total of 504 units. The first phase would contain approximately 239 units in The Cottage Green, a horizontal multi-family community that includes a mix of single level detached cottages and duplexes, and two-story six- and eight-plexes. The cottages and duplexes have private, fence-enclosed yards, and all units have usable covered porches. The Cottage Green would have gated access. The second phase would contain approximately 265 units of traditional multi-family residential in a mix of three- and four-story buildings. Each community would have its own leasing and amenity center.

Access/Driveways: Four driveway entrances, as shown on the rezoning plan.

1. Fork Shoals Road, lining up with the existing Tassin Street intersection.
2. Ashmore Bridge Road, lining up with the existing Perimeter Road intersection.
3. Pack Willimon Way, by way of an easement with the Willimon Business Park owner
4. Spinx access road, by way of an easement with Spinx (this driveway is optional)

Traffic Impact Study: A Traffic Impact Study is currently underway by Impact Designs and those results will be shared with the City of Mauldin prior to the Planning Commission meeting.

Parking: Parking will adhere to the requirements in the Mauldin Zoning Ordinance for the Residential: Multi-Family District (RM).

The Woodlands Town Center
P.O. Box 7862 • The Woodlands, TX 77387
(832) 305-3350
frank@hmfamericana.com

We look forward to working with you and other City of Mauldin staff and elected officials through the rezoning process. Daniel Merritt at SeamonWhiteside is the primary contact for technical issues related to our application. Frank Warren in our Charlotte office will be overseeing the overall entitlement effort.

Sincerely,

Tim Crawford

HMF Americana, LLC

Cc: Frank Warren, HMF Americana, LLC
Daniel Merritt, SeamonWhiteside

HMF Mauldin
June 10th, 2025
5:30 PM – 7:30 PM

Neighborhood Meeting Notes

- Participants had concerns over additional traffic along Fork Shoals Road as a result of the proposed development. The traffic engineer was in attendance to answer questions about the TIA process.
- Sidewalks and walkability were discussed. Community expressed the desire for safer connections to the neighboring school and lack of crosswalks along key routes.
- Speed limit and 'narrowness' of Fork Shoals Road were brought up when discussing safety issues surrounding the site and beyond.
- Participants brought up a potential reduction in total number of units and an affordable housing component was recommended.
- Expressed concerns about overcrowding in adjacent school. Developer has had conversations with the school district.
- Community was excited about the potential roundabout and described the meeting as very informative.

Images Shared at the Planning Commission Meeting






CLUBHOUSE & AMENITIES
GARAGES
CLUBHOUSE
The CottageGreen


COTTAGES
GARAGES
CARPORTS
POND
The CottageGreen


PATIO HOMES
The CottageGreen


SIXTUPLETS
The CottageGreen

INTERIORS





A Typical "Green"



Community Entrance



Main Street Aerial



Patio Home



Two-Story Building



Pool and Clock Tower

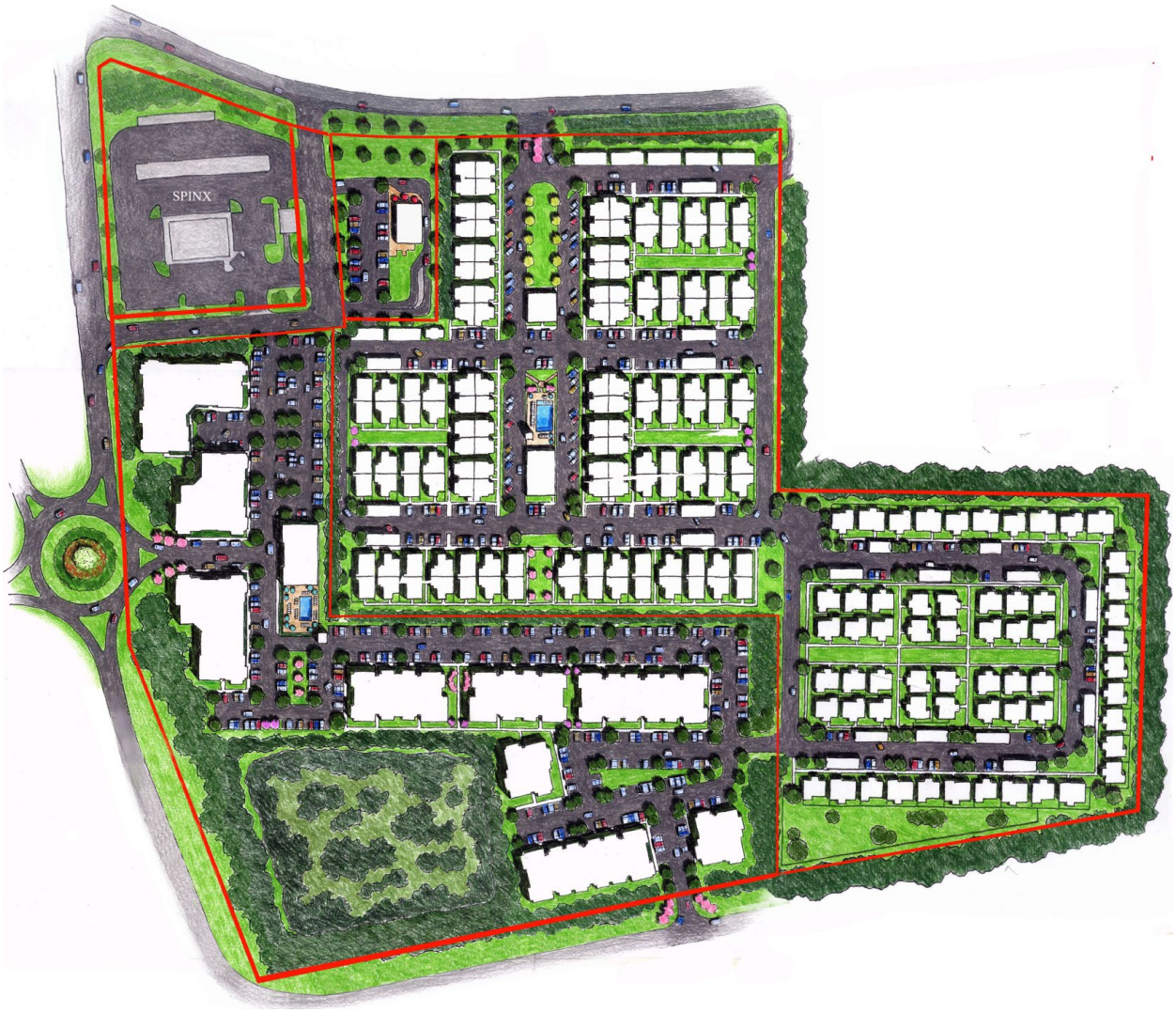


Cottage








SPINX

ORDINANCE # _____

AN ORDINANCE TO REZONE A 25.8-ACRE TRACT LOCATED AT FORK SHOALS ROAD AND ASHMORE BRIDGE ROAD (TAX MAP PARCELS #0412.00-01-002.01, AND PORTIONS OF #0412.00-01-003.02 & #0412.00-01-003.03) FROM THE C-2 DISTRICT TO THE R-M DISTRICT, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Ashmore Bridge, LLC, has petitioned the City of Mauldin to rezone +/- 25.8 acres of their property from the C-2 District to the R-M District; and

WHEREAS, HMF Americana, LLC, has expressed their intent to develop this property for a mixed housing development including cottages, patio homes, duplexes, and garden-style apartments (see conceptual plan in Exhibit 2); and

WHEREAS, a rezoning of the parcels 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 22, 2025; and

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

Section 1. That the properties described in zoning docket PC-2025-08-RZ and identified as Greenville County Tax Map Parcels 0412.00-01-002.01 and portions of 0412.00-01-003.02 and 0412.00-01-003.03 be rezoned from C-2 to R-M, Multifamily Residential. The portion of the property to be rezoned is further highlighted in blue and identified as Tracts 2, 4, and 5 on the attached exhibit, Exhibit 1, that is hereby incorporated into this ordinance.

Section 2. This ordinance shall become effective upon the completed sale of the property described in this ordinance to HMF Americana, LLC, for the purpose of developing the mixed housing project shown in Exhibit 2, provided that such sale is completed by April 15, 2026. Upon failure to complete the sale of the property to HMF Americana, LLC, by April 15, 2026, this ordinance shall be null and ineffective.

(SIGNATURES ON NEXT PAGE)

Passed on First Reading: _____

Passed on Second Reading: _____

APPROVED AS TO FORM:

_____
Daniel Hughes, City Attorney

CITY OF MAULDIN, SOUTH CAROLINA

BY: _____
Terry Merritt, Mayor

ATTEST:

_____
Cindy Miller, Municipal Clerk

EXHIBIT 1

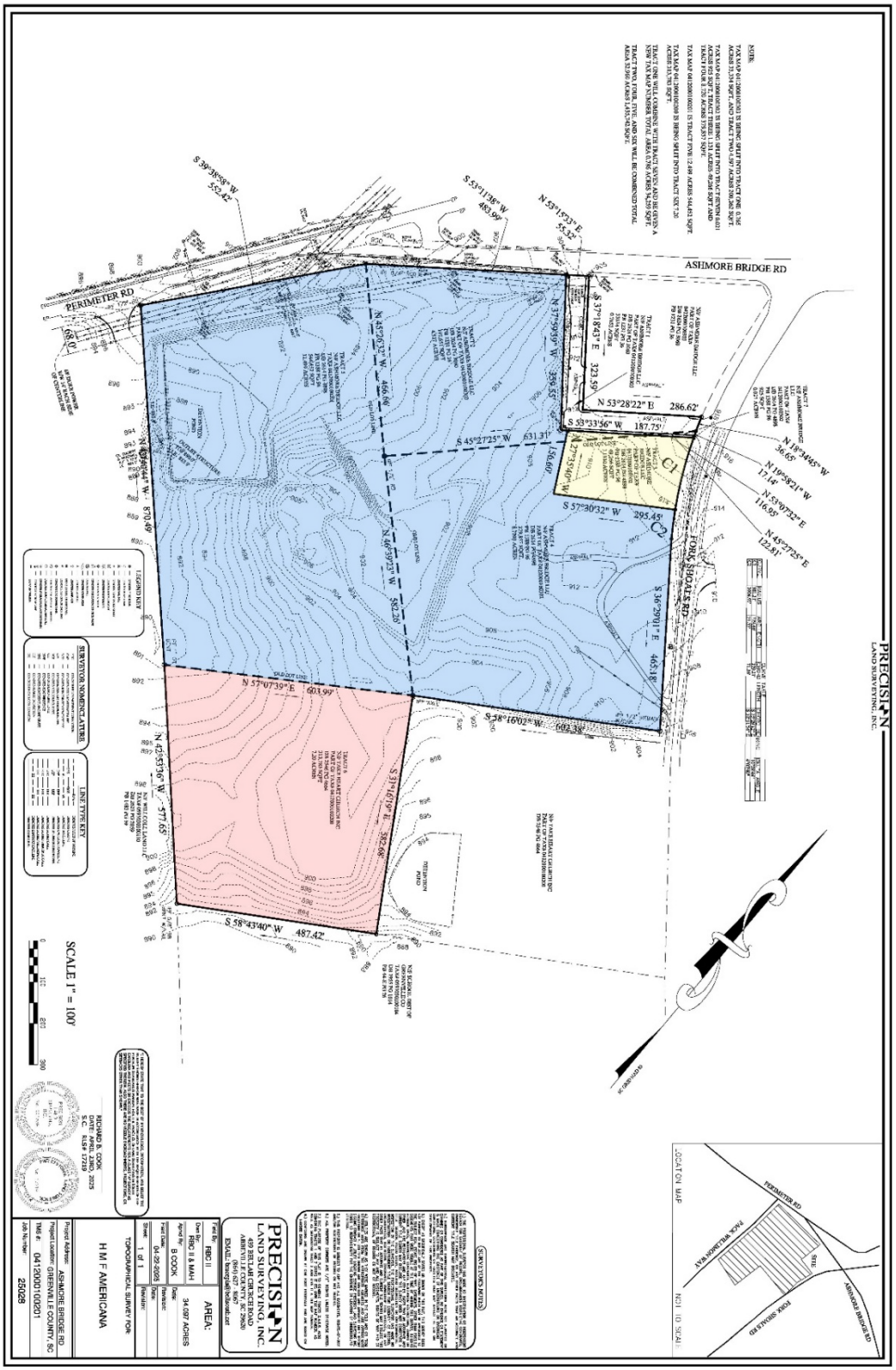
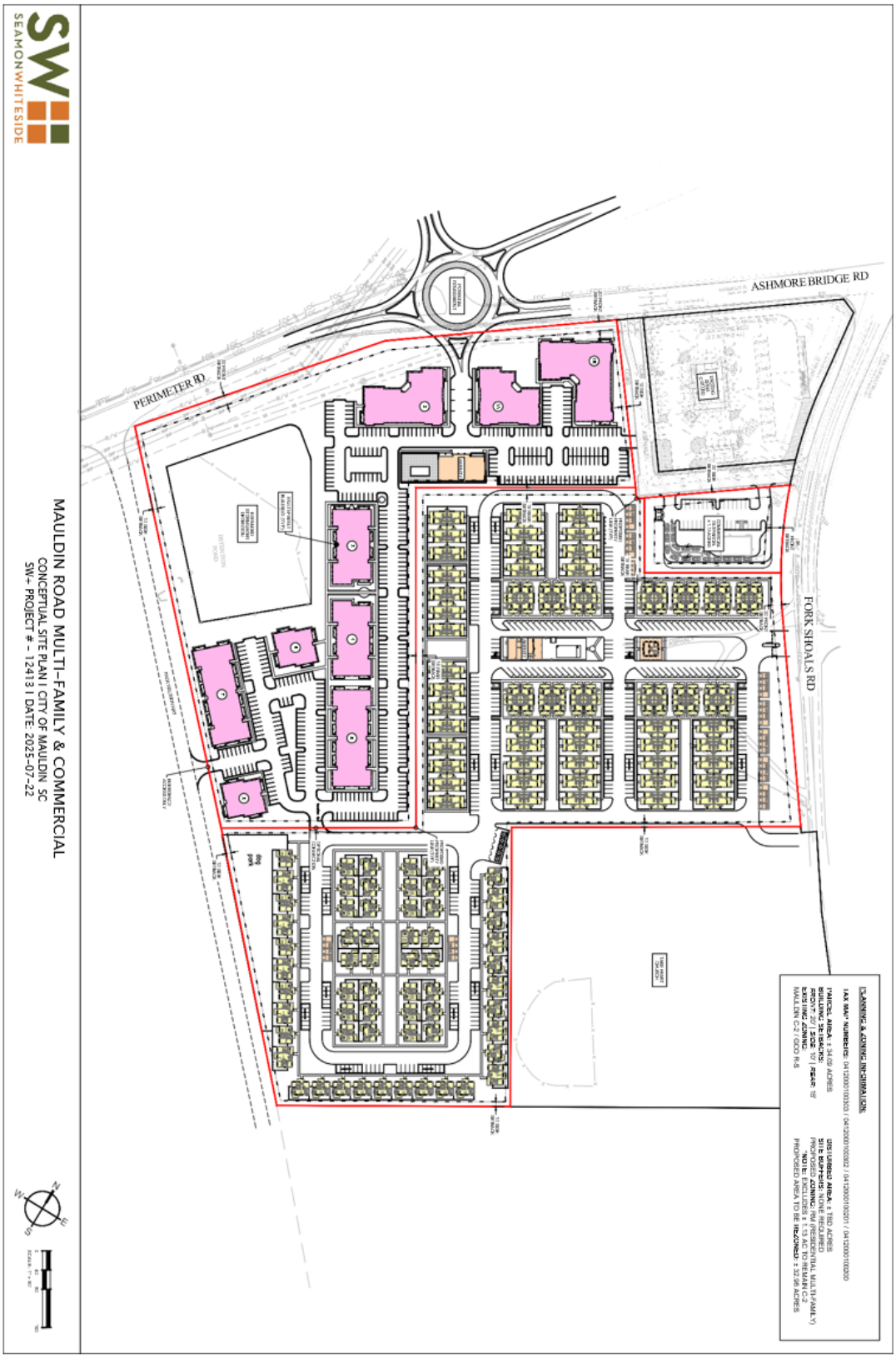

PRECISION
LAND SURVEYING, INC.
ASHMORE BRIDGE RD
PERIMETER RD
FORK SHOALS RD
SCALE 1" = 100'
LOCATION MAP
SITE
PARK HOMESTEAD WAY
FORK SHOALS RD
ASHMORE BRIDGE RD
PRECISION
LAND SURVEYING, INC.
469 BELLAIR CREEK ROAD
ANDERSON, SC 29621
(864) 617-8067
EMAIL: thom@precisionlandsurvey.com
AREA:
34.097 ACRES
RBC II & MAH
B.COOK
04-29-2025
1 of 1
TOPOGRAPHICAL SURVEY FOR
H M F AMERICANA
ASHMORE BRIDGE RD
GREENVILLE COUNTY, SC
041200010201
25028
RICHARD B. COOK
DATE: APRIL 23RD, 2025
S.C.
R.L.S# 27239

EXHIBIT 2


SEAMONWHITESIDE
MAULDIN ROAD MULTI-FAMILY & COMMERCIAL
CONCEPTUAL SITE PLAN | CITY OF MAULDIN, SC
SW+ PROJECT # - 12413 | DATE: 2025-07-22
ASHMORE BRIDGE RD
PERIMETER RD
FORK SHOALS RD
PLANNING & ZONING INFORMATION:
TAX MAP NUMBERS: 0412000101303 / 0412000102001 / 0412000103000
SITE GROSS AREA: ± 19.59 ACRES
MINIMUM SETBACKS:
FRONT: 20' | SIDE: 10' | REAR: 15'
EXISTING ZONING:
MAULDIN CC-2 / OSD-R-8
SITE GROSS AREA: ± 19.59 ACRES
REZONING REQUIRED
PROPOSED ZONING: PRM (PRESIDENTIAL MULTI-FAMILY)
*NOTE: EXCLUDES ± 1.13 AC TO REMAIN CC-2
PROPOSED AREA TO BE REZONED: ± 18.46 ACRES

CITY COUNCIL
AGENDA ITEM

MEETING DATE: September 15, 2025
AGENDA ITEM: 8b

TO: City Council

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

SUBJECT: Annexation of 7.2 acres at 1330 Fork Shoals Road

OWNER(S):	**Take Heart Church Inc.**
TAX MAP #(S):	portion of 0412.00-01-002.00
LOCATION:	1330 Fork Shoals Road
CURRENT ZONING:	R-S (County)
REQUESTED ZONING:	R-M, Multifamily Residential
SIZE OF PROPERTY:	Approx. 7.2 acres
CONTIGUITY:	This tract touches the City along its northern property line

REQUEST TO DEFER

HMF-Americana, LLC, the representatives for this request and the prospective developer of this tract, have formally requested that the City Council **defer action** on this matter for one month. They need the extra time to evaluate the costs of the traffic improvements that SCDOT may require.

OTHER UPDATE

Additionally, please note that staff revised the wording of the ordinance in response to comments shared at the Business & Development Services Standing Committee meeting. See revised ordinance in the attachments below.

REQUEST

The City of Mauldin has received signed petitions requesting the annexation of a tract of land pursuant to South Carolina Code of Laws Section 5-3-150. This petition includes the rear portion of this tract consisting of approximately 7.2 acres at 1330 Fork Shoals Road.

The applicant has additionally requested that this tract be assigned to the R-M, Multifamily Residential, district upon annexation into the City of Mauldin.

HISTORY/BACKGROUND

The entirety of this parcel is approximately 15.2 acres. It is currently owned by and occupied by Take Heart Church. The 7.2-acre portion of this tract petitioned to be annexed is wooded and is at the rear of the parcel. The church will be selling this property to HMF-Americana to be developed along with the adjacent tract for their mixed housing residential community.

PLANNING AND ZONING

About the R-M District

The ***R-M district*** is established to provide a full range of medium- to high-density multi-family housing types as well as single-family residences. This district can serve as a transition between single-family districts and commercial districts. Allowed uses in the R-M district include:

- Single-family homes
- Townhomes
- Multifamily housing
- Bed and breakfast inn
- Child day care center
- Adult day care center
- Assisted living
- Residential care facility
- Religious institution
- Park or recreation area
- Manufactured housing park (by special exception only)
- Library (by special exception only)
- Public safety facility (by special exception only)
- Grade school (by special exception only)

Surrounding Development/Zoning

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

Direction	Zoning District(s)	Existing Use(s)
North	pending rezoning to R-M (City)	Undeveloped
South	R-S (County)	Robert E. Cashion Elementary School
East	R-S (County)	Fairway Acres residential community
West	I-1 (County)	Willimon Business Park

Comprehensive Plan Designation

In the Comprehensive Plan, this property is at a location depicted as a "Community Corridor." A community corridor is described as areas for less intense commercial uses such as professional offices, office parks, mixed-use developments, restaurants, and small retail centers. The Comprehensive Plan also notes that schools, churches, and residential development can also fit well in this corridor.

TIMELINE

On June 30, 2025, staff received the signed petition for the annexation of this tract.

On August 4, 2025, the Business & Development Services Committee voted 2-0 to hold this item in committee.

On September 2, 2025, the Business & Development Services Committee voted 3-0 to forward this item to City Council.

STAFF RECOMMENDATION

Staff recommends approval of this annexation petition.

ATTACHMENTS

Revised Annexation Ordinance (maps and petitions attached therein)

REVISED ORDINANCE# _____

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF A 7.2-ACRE PORTION OF PROPERTY OWNED BY TAKE HEART CHURCH INC. AND LOCATED AT 1330 FORK SHOALS ROAD (PART OF TAX MAP PARCEL #0412.00-01-002.00) BY ONE HUNDRED PERCENT PETITION METHOD; AND TO ESTABLISH A ZONING CLASSIFICATION OF R-M, MULTIFAMILY RESIDENTIAL, FOR SAID TRACT, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, an Annexation Petition, attached hereto as Exhibit 2, has been filed with the City of Mauldin requesting that a portion of real property containing 7.2 acres, more or less, located at 1330 Fork Shoals Road, which is more particularly depicted in pink as Tract 6 in Exhibit 1 attached hereto, be annexed into the City of Mauldin; and,

WHEREAS, the portion of property to be annexed as depicted in Exhibit 1, is contiguous to the City of Mauldin; and,

WHEREAS, the petitioner constitutes one hundred (100%) percent of freeholders owning one hundred (100%) of the real property depicted in Exhibit 1 attached hereto; and,

WHEREAS, HMF Americana, LLC, has expressed their intent to develop this property for a mixed housing development including cottages, patio homes, duplexes, and garden-style apartments (see conceptual plan in Exhibit 3); and,

WHEREAS, the proposed zoning of R-M, Multifamily Residential, is compatible with the surrounding property uses in the area; and,

WHEREAS, the Mayor and Council conclude that the annexation is in the best interest of the property owner and the City;

NOW, THEREFORE, be it ordained by the Mayor and Council of the City of Mauldin that:

Section 1. ANNEXATION: The portion of real property depicted in pink as Tract 6 in the Exhibit 1 hereto attached, is hereby annexed into the corporate city limits of the City of Mauldin effective immediately upon second reading of this ordinance.

Section 2. ZONING ASSIGNMENT: The above referenced tract is hereby zoned R-M, Multifamily Residential.

Section 3. This ordinance shall become effective upon the completed sale of the property described in this ordinance to HMF Americana, LLC, for the purpose of developing the mixed housing project shown in Exhibit 2, provided that such sale is completed by April 15, 2026. Upon failure to complete the sale of the property to HMF Americana, LLC, by April 15, 2026, this ordinance shall be null and ineffective.

Passed on First Reading: _____

Passed on Second Reading: _____

APPROVED AS TO FORM:

_____
Daniel Hughes, City Attorney

CITY OF MAULDIN, SOUTH CAROLINA

BY: _____
Terry Merritt, Mayor

ATTEST:

_____
Cindy Miller, Municipal Clerk

EXHIBIT 1

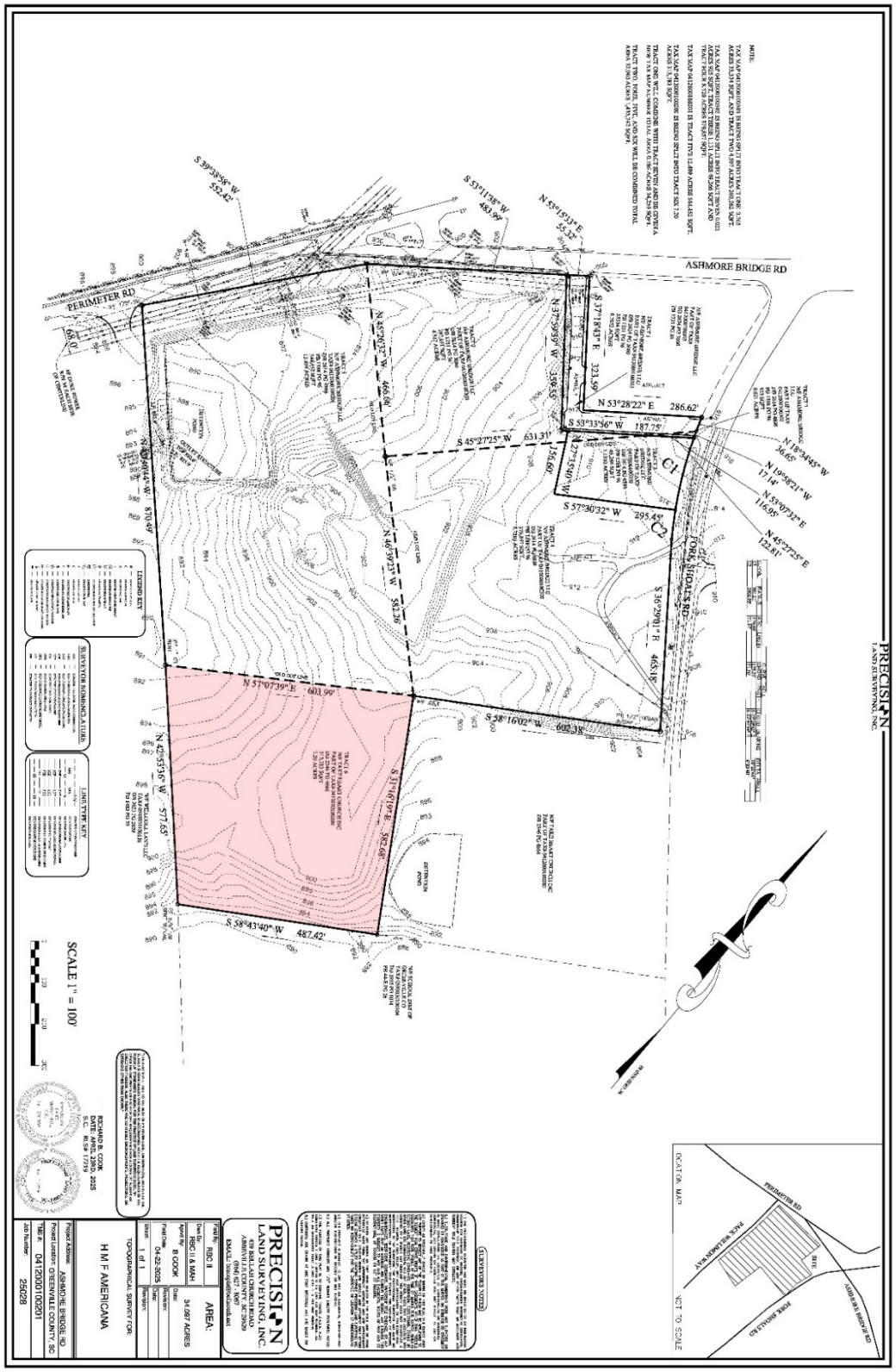

PRECISION
LAND SURVEYING, INC.
ASHMORE BRIDGE RD
PERIMETER RD
FORK SHOALS RD
SCALE 1" = 100'
LOCATION MAP
NOT TO SCALE
H M F AMERICANA
ASHMORE BRIDGE RD
GREENVILLE COUNTY, SC
AREA:
34.087 ACRES
RICHARD B. COOK
DATE: APRIL 23RD, 2025

EXHIBIT 2 – PETITION

PETITION FOR ANNEXATION OF A PORTION OF REAL PROPERTY OWNED BY TAKE HEART CHURCH, INC., AND LOCATED AT 1330 FORK SHOALS ROAD INTO THE CITY OF MAULDIN BY ONE HUNDRED PERCENT (100%) METHOD

Take Heart Church, Inc., is the sole owner [freeholder owning one hundred (100%) percent of the assessed value of real property in the area proposed to be annexed] of a portion of a parcel of real property in Greenville County containing approximately 7.20 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 a portion of their property consisting of 7.20 acres, which is contiguous to the City of Mauldin, into the corporate limits of the City of Mauldin. Petitioner also hereby petitions to assign this portion of their property the zoning classification of R-M, Multifamily 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 27th day of June, 2025, before the first signature below is attached.

The Petitioner requests that a portion of 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-M, Multifamily Residential, as depicted in Exhibit C attached hereto.

June 27, 2025
Date

TAKE HEART CHURCH, INC.

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

By: _____

Name: Joshua Trammell

Title: Lead Pastor

_____
Witness

_____
Witness

EXHIBIT A

PROPERTY DESCRIPTION

All those certain pieces, parcels or tract of land, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as pt. of TMS #0412000100200, containing 7.20 acres, more or less, on Fork Shoals Road, depicted as "Tract 6" upon a survey entitled "Survey for Grey Engineering", dated April 22, 2025, prepared by Precision Land Surveying, Inc.; reference to said survey being hereby made for a more complete metes and bounds description thereof.

PT. OF TAX MAP #0412.00-01-002.00

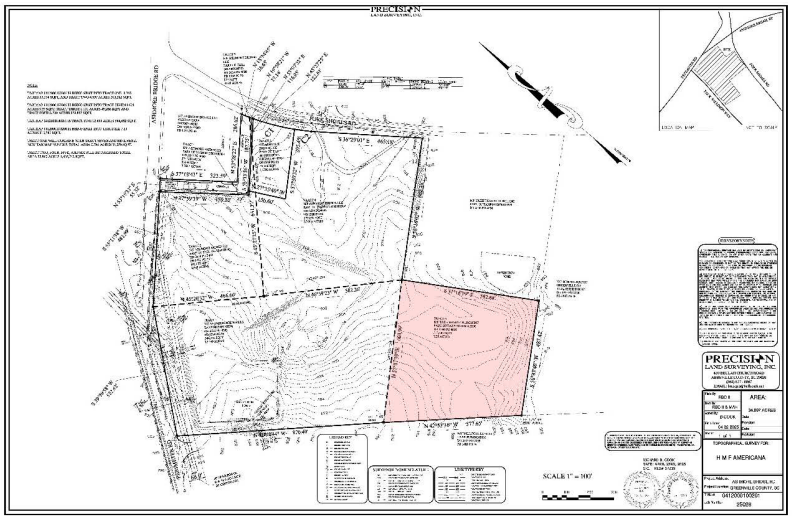
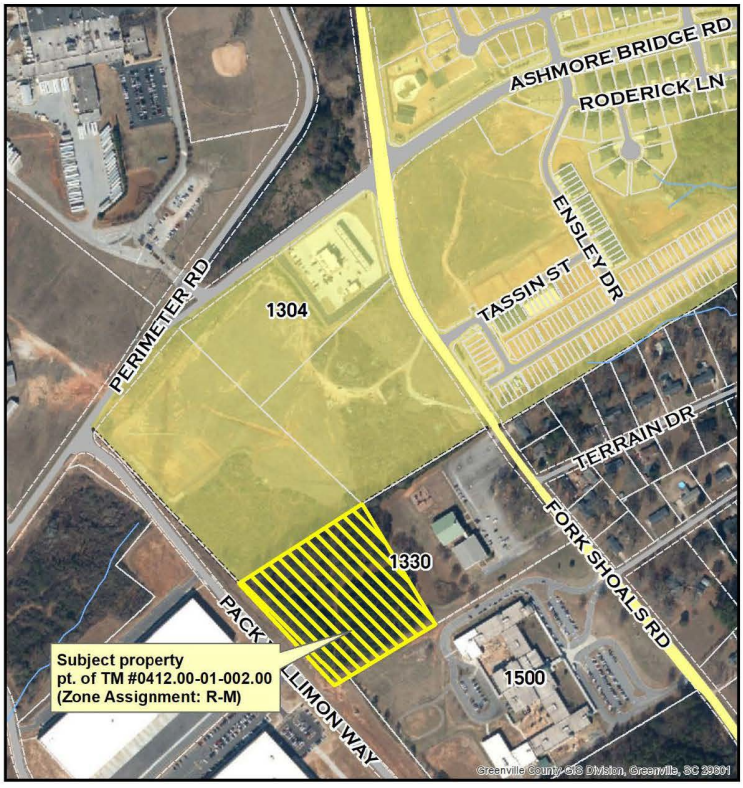


EXHIBIT B

PROPERTY MAP



Legend

- Subject Property
- Parcel Boundary
- City Limits of Mauldin

N

0 400 Feet

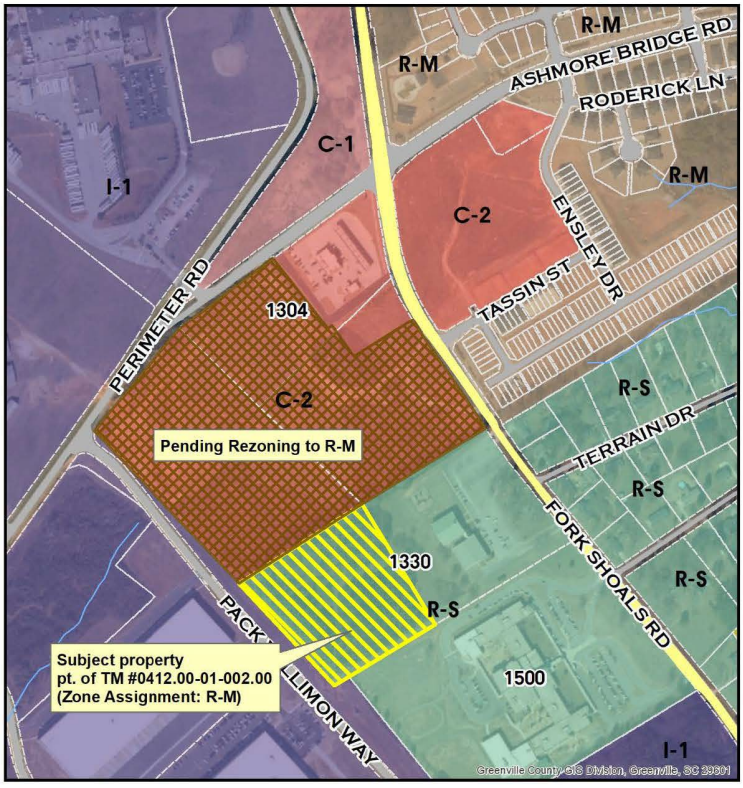
Created on June 27, 2025

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EXHIBIT C

ZONING MAP



Legend

- Pending Rezoning
- Subject Property
- Parcel Boundary

N

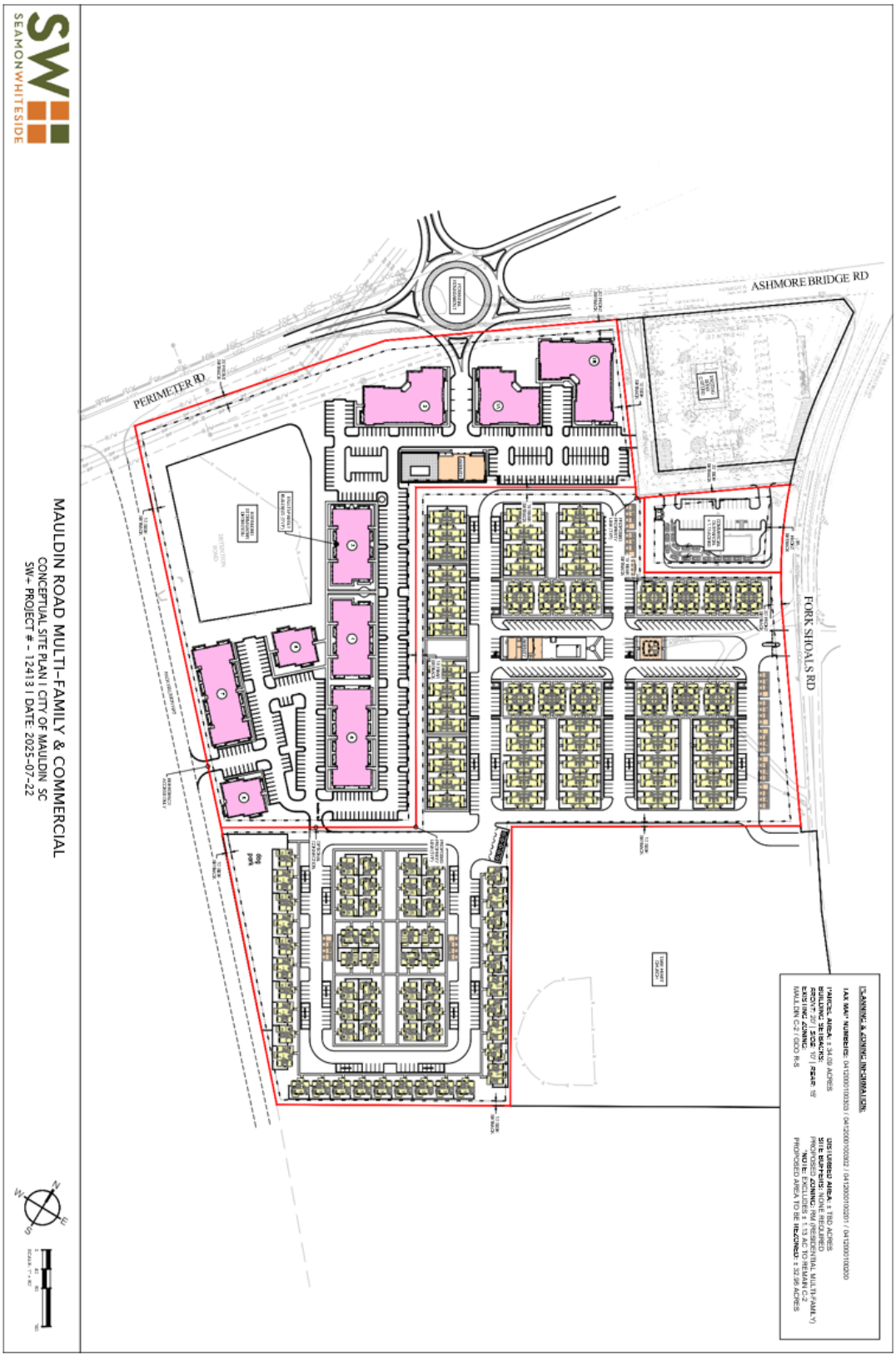
0 400 Feet

Created on June 27, 2025

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EXHIBIT 3


SEAMONWHITESIDE
MAULDIN ROAD MULTI-FAMILY & COMMERCIAL
CONCEPTUAL SITE PLAN | CITY OF MAULDIN, SC
SW+ PROJECT # - 12413 | DATE: 2025-07-22
ASHMORE BRIDGE RD
PERIMETER RD
FORK SHOALS RD
PLANNING & ZONING INFORMATION:
TAX MAP NUMBERS: 0412000100303 / 0412000100302 / 0412000100201 / 0412000100200
PARCEL AREA: ± 34.59 ACRES
SETBACKS: FRONT: 20' | SIDE: 10' | REAR: 15'
EXISTING ZONING: MAULDIN C-2 / GCO R-8
SITE UNDER REVIEW AREA: ± 19.63 ACRES
PROPOSED ZONING: RM (RESIDENTIAL MULTI-FAMILY)
*NOTE: EXCLUDES ± 1.13 AC TO REMAIN C-2
PROPOSED AREA TO BE REZONED: ± 32.36 ACRES

CITY COUNCIL
AGENDA ITEM

MEETING DATE: September 15, 2025
AGENDA ITEM: 8c

TO: City Council

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

SUBJECT: Annexation of 314 Hamby Drive

OWNER(S):	**Donald W. Gilliland** and **Ann G. Burroughs** (personally represented by Cynthia M. Miller)
TAX MAP #(S):	M009.02-01-007.00
LOCATION:	2 Woodhedge Ct
CURRENT ZONING:	R-12 (County)
REQUESTED ZONING:	R-12, Residential
SIZE OF PROPERTY:	Approx. 1.6 acres
CONTIGUITY:	The tract at 314 Hamby Drive touches the City along both the front and the rear of the property.

REQUEST

The City of Mauldin has received signed petitions requesting the annexation of a tract of land (one parcels) pursuant to South Carolina Code of Laws Section 5-3-150. This petition includes approximately 1.6 acres at 314 Hamby Drive Court owned by Donald W. Gilliland and Ann G. Burroughs. Cynthia M. Miller is the duly appointed Personal Representative of the Estate of Ann G. Burroughs. The purpose of this request is so that the property can be eligible for City services including trash collection.

PLANNING AND ZONING

About the R-12 District

The R-12 zoning designation is a low-density residential district intended to provide single-family living. R-12 zoning allows a minimum 12,000-square foot lot for detached single-family homes.

Comprehensive Plan Designation

This tract is designated for low-density residential on the Future Land Use Map in the Comprehensive Plan. This designation consists of single family homes, typically on ¼-acre size lots or larger. The R-12 zoning is consistent with this designation.

Surrounding Development/Zoning

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

Direction	Zoning District(s)	Existing Use(s)
North	PD (City)	Plantation Greene subdivision
South	R-12 (City)	Forrester Woods subdivision
East	R-12 (County)	Single-family residence
West	R-12 (County)	Single-family residence

Summary

The R-12 zoning is consistent with the low-density residential designation in the Comprehensive Plan.

TIMELINE

On August 14, 2025, staff received the signed petition for the annexation of this parcel.

On September 2, 2025, the Business & Development Services Standing Committee voted 3-0 to forward this item to City Council.

STAFF RECOMMENDATION

This annexation fills in a portion of a donut hole inside the City of Mauldin. The City of Mauldin already provides services to the areas surrounding this property. It makes sense for the City of Mauldin to provide services to this property from an efficiency standpoint. Staff supports this annexation.

ATTACHMENTS

Annexation Ordinance (maps and petitions attached therein)

ORDINANCE #_____

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY DONALD W. GILLILAND AND ANN G. BURROUGHS, AND LOCATED AT 314 HAMBY DRIVE (TAX MAP PARCEL: M009.02-01-007.00) BY ONE HUNDRED PERCENT PETITION METHOD; AND TO ESTABLISH A ZONING CLASSIFICATION OF R-12, RESIDENTIAL, FOR SAID PROPERTY

WHEREAS, Donald W. Gilliland and Ann G. Burroughs are the sole owners of record title of a parcel of real property containing 1.6 acres, more or less, located at 314 Hamby Drive, 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 Donald W. Gilliland and Cynthia M. Miller, who is the duly appointed Personal Representative of the Estate of Ann G. Burroughs (Greenville County Probate Case No. 2023ES2300709), 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, Donald W. Gilliland and Ann G. Burroughs constitute one hundred (100%) percent of freeholders owning one hundred (100%) of the real property depicted in Exhibit 1 attached hereto; and,

WHEREAS, the proposed zoning of R-12, Residential, is compatible with the surrounding property uses in the area; and,

WHEREAS, the Mayor and Council conclude that the annexation is in the best interest of the property owner and the City;

NOW, THEREFORE, be it ordained by the Mayor and Council of the City of Mauldin that:

Section 1. ANNEXATION: The real property owned by Donald W. Gilliland and Ann G. Burroughs, 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.

Section 2. ANNEXATION OF A PORTION OF ADJACENT RIGHTS-OF-WAY: All of that portion of Hamby Drive along the edge of and adjoined to the annexed property shown on the attached Exhibit to the centerline of the aforementioned right-of-way is also hereby annexed into the corporate limits of the City of Mauldin effective immediately upon second reading of this ordinance.

Section 3. ZONING ASSIGNMENT: The above referenced property owned is hereby zoned R-12, Residential.

Section 4. This ordinance shall become effective upon and after its final passage.

Passed on First Reading: _____

Passed on Second Reading: _____

CITY OF MAULDIN, SOUTH CAROLINA

BY: _____
Terry Merritt, Mayor

ATTEST:

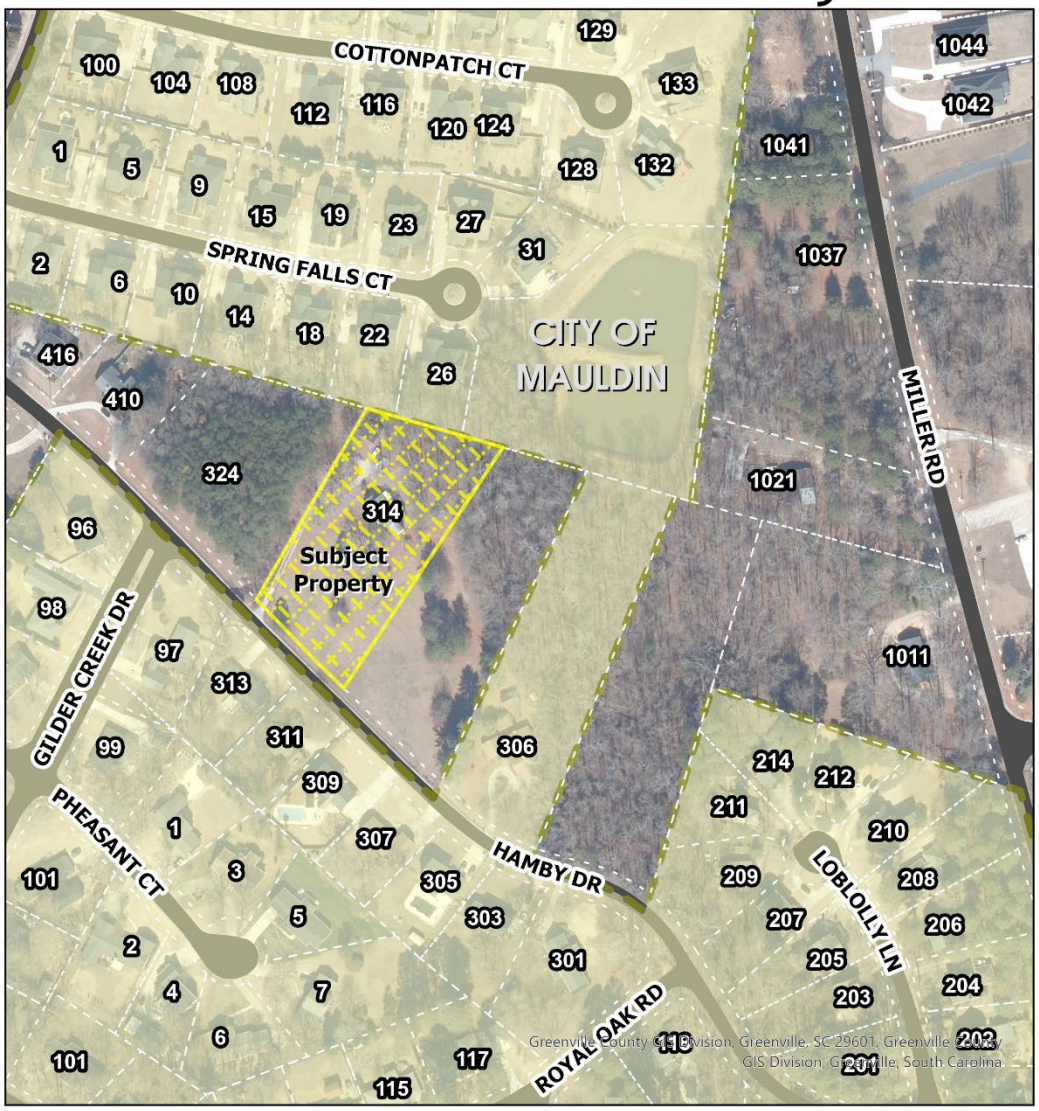
_____
Cindy Miller, Municipal Clerk

Approved as to Form:

_____
City Attorney

EXHIBIT 1 – ANNEXATION MAP

Annexation at 314 Hamby Drive



Legend

- Subject Property
- Tax Parcel
- Municipal Boundary

Subject Property
TM#M009.02-01-007.00
Zoning Assignment: R-12

Annex to centerline of Hamby Drive

0 100 200 300 400 500 Feet

EXHIBIT 2 – PETITION

PETITION FOR ANNEXATION OF REAL PROPERTY OWNED BY DONALD W. GILLILAND AND ANN G. BURROUGHS, AND LOCATED AT 314 HAMBY DRIVE INTO THE CITY OF MAULDIN BY ONE HUNDRED PERCENT (100%) METHOD

Donald W. Gilliland and Ann G. Burroughs are the sole owners [freeholder owning one hundred (100%) percent of the assessed value of real property in the area proposed to be annexed] of a parcel of real property in Greenville County containing approximately 1.6 acres, more particularly described in the property description attached hereto marked as Exhibit A, and the Property Map attached hereto marked as Exhibit B.

Petitioners include Donald W. Gilliland and Cynthia M. Miller, who is the duly appointed Personal Representative of the Estate of Ann G. Burroughs (Greenville County Probate Case No. 2023ES2300709).

Petitioners hereby petition to annex their property consisting of 1.6 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-12, Single-Family Residential 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 _7th_ day of _August_, 2025, 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-12 Single-Family Residential.

August 13, 2025
Date

Donald W Gilliland
Donald W. Gilliland

Witness

Cynthia M. Miller
Cynthia M. Miller

Witness

EXHIBIT A

PROPERTY DESCRIPTION

As recorded in the Title to Real Estate contained in Deed Book 2438 Page 503 of the Greenville County Register of Deeds

ALL that tract of land in Greenville County, State of South Carolina, containing 7.34 acres, more or less, in Austin Township being more particularly described according to a recent survey of J. C. Hill dated April 16, 1953, as follows:

BEGINNING at a nail and cap in the Northeast side of a County Road leading to the Greenville-Laurens Highway, at corner of property, now or formerly owned by Forrester, and running thence with Forrester line, N. 27-40 E. 349.5 feet to a stone, corner of Greene property, thence with line of Greene and Dearman property, S. 74 E. 596.6 feet to an iron pin, original corner; thence S. 16-30 W. 588.6 feet to a nail and cap in center of said road, thence along the center of said road, N. 66-10 W. 272.5 feet to a point; thence continuing along the center of said road N. 66-10 W. 272.5 feet to a point; thence continuing along the center of said road, N. 45 W. 445.3 feet to the point of beginning.

Tax Map # M009020100700

This being the same property conveyed to Walter Melvin Gilliland by deed from Stephen Gilliland dated May 8, 1953 and recorded in the Greenville County Register of Deeds Office in Deed Book 487 at Page 433. Thereafter, Walter Melvin Gilliland died testate, thereby conveying said property to Mary Ellen Gilliland by Deed of Distribution dated March 7, 2001 and recorded in the Greenville County Register of Deeds Office in Deed Book 1945 at Page 133 on March 8, 2001. (See Greenville County Probate File No. 2000-ES-23-00472.)

LESS HOWEVER:

All that certain piece, parcel or tract of land situate, lying and being on the northern side of Hamby Road, in the County of Greenville, State of South Carolina, being known and designated as 1.75 acres, more or less, as shown on plat entitled 'Property of W. M. Gilliland", dated May 3, 1974, prepared by H. C. Clarkson, Jr., R.L.S. and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Hamby Road at the joint front corner of property of W. M. Gilliland and running with said line N. 33-07 E. 443.6 feet to an iron pin in the line of property of J. D. Greene, Jr.; thence with said line S. 74-00 E. 126 feet to an iron pin; thence S. 24-49 W. 525.1 feet to an iron pin on the northern side of Hamby Road, thence with the northern side of Hamby Road N. 45-40 W. 200 feet to the point of beginning.

Tax Map # M009020100701

This 1.75 acres was conveyed to Donald Wayne Gilliland by deed of W. M. Gilliland on June 17, 1974 and recorded in the Greenville County Register of Deeds Office in Book 1001 at Page 404.

ALSO LESS HOWEVER:

All that certain piece, parcel or tract of land, situate, lying and being on the northern side of Hamby Road in the County of Greenville, State of South Carolina, being known and designated as 1.94 acres, more or less, as shown on plat entitled 'Property of W. M. Gilliland", dated May 3, 1974, prepared by H. C. Clarkson, R.L.S and having, according to said plat, the following metes and bounds, to-wit:

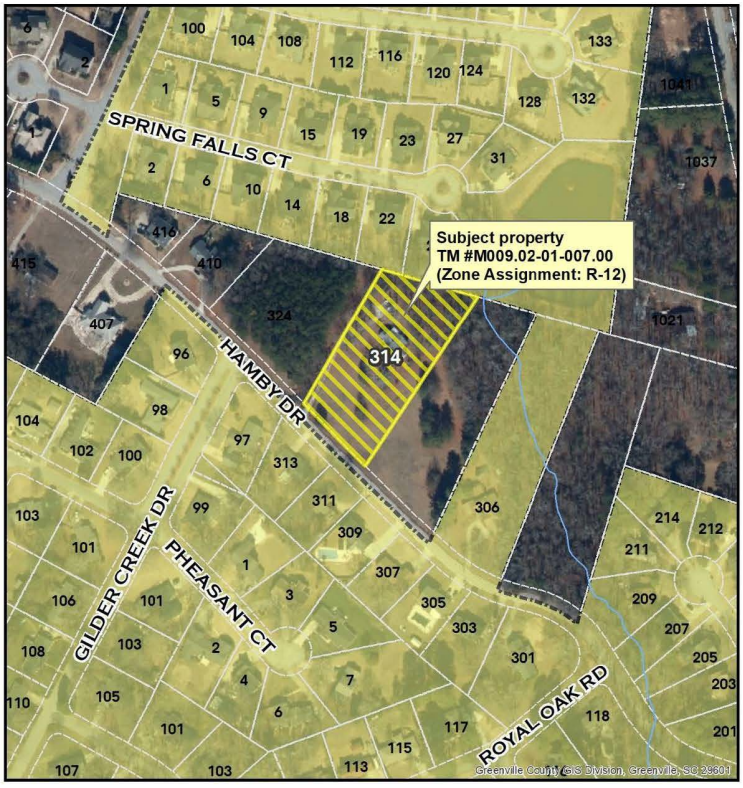
BEGINNING at an iron pin on the northern side of Hamby Road at the joint front corner of said 1.94 acre tract and property this day deeded to Donald Wayne Gilliland and running thence with said line N. 24-49 E., 525.1 feet to an iron pin in the line of property now or formerly of J. D. Greene, Jr.; thence with said line S. 74-00 E. 135 feet to an iron pin in the line of property of W. M. Gilliland; thence running S. 21-08 W. 571 feet to an iron pin on Hamby Road; thence with said road N. 67-31 W. 91.8 feet to an iron pin; thence N. 45-40 W. 83.2 feet to the point of beginning.

Tax Map # M009020100702

This 1.94 acres was conveyed to Michael Thomas Burroughs and Ann Gilliland Burroughs by deed of W. M. Gilliland dated June 17, 1974 and recorded in the Greenville County Register of Deeds Office in Deed Book 1001 at Page 403.

EXHIBIT B

PROPERTY MAP



Legend

- Subject Property
- Parcel Boundary
- City Limits of Mauldin

0 200 Feet

Created on August 7, 2025

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 SUMMARY

MEETING DATE: September 15, 2025
AGENDA ITEM: 8d

TO: City Council
FROM: Seth Duncan, City Administrator
SUBJECT: Ordinance to Convey Property for Miller Road Sidewalk Project

REQUEST

Staff is requesting approval of an Ordinance to convey real property to Greenville Legislative Delegation Transportation Committee (GLDTC) for the Miller Road Sidewalk Project.

HISTORY/BACKGROUND

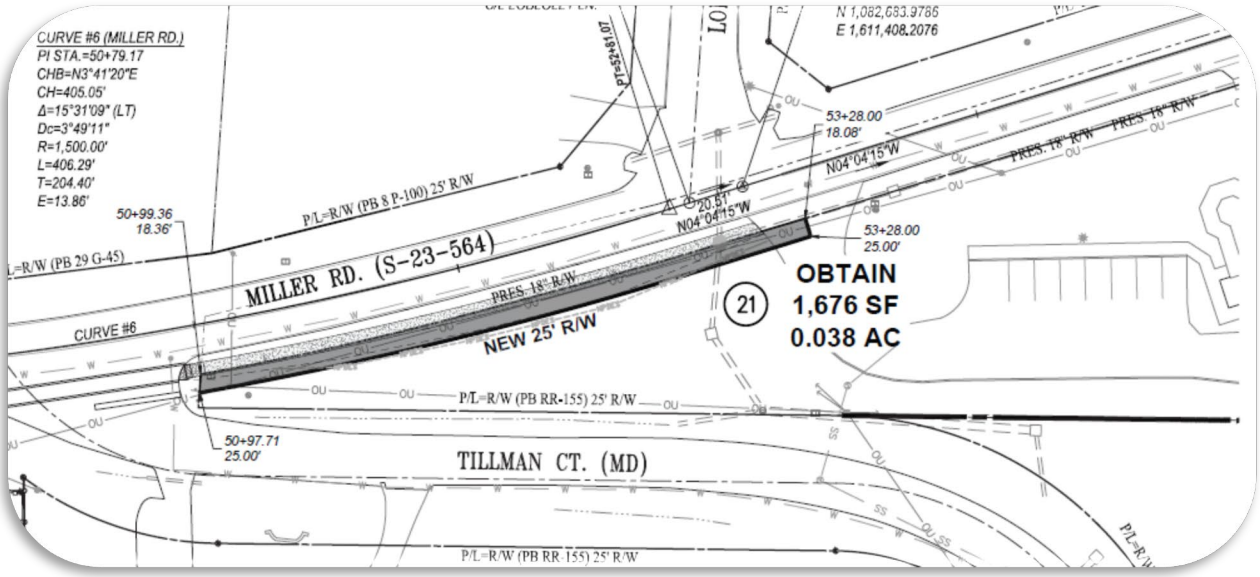
In 2023, the City received $1,000,000 for the installation of sidewalk along two stretches of Miller Road from a state appropriations. The primary focus of this new sidewalk would be from Old Mill Road to Corn Road to improve pedestrian safety and connectivity. Additionally, if funding allowed, sidewalk would also be installed from Middle Road north to the City's Fire Station.

Shortly thereafter, the City also received $190,000 for engineering and architectural activities from Greenville Legislative Delegation Transportation Committee (GLDTC) to assist in the development and construction of these two segments. Since that time, GLDTC through their contractor CoTransCo, have been busy surveying and designing the new sidewalks.

ANALYSIS or STAFF FINDINGS

CoTransCo has completed design drawings for the new sidewalk and is ready to move towards final permitting and construction. In order to proceed, however, GLDTC (through CoTransCo) must secure additional right-of-way on certain parcels including one owned by the City at the Fire Station. As the diagram below shows, CoTransCo is seeking approximately 1,676 square feet or about 0.038 of an acre.





Staff is presenting an ordinance that will convey the property to GLDTC for the purposes of installing a sidewalk and other improvements. Once all easements are obtained, CoTransCo will bid the project as one whole project and in two parts. Based upon early estimates both segments combined could be between $1.7 million and $2.0 million for approximately 0.94 miles of improvements.

RECOMMENDATION

Staff recommends Council approval of the Ordinances as presented.

ATTACHMENTS

- Ordinance and Exhibits
- Project Design

ORDINANCE _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF ANY AND ALL INTEREST IN CERTAIN REAL PROPERTY TO GREENVILLE LEGISLATIVE DELEGATION TRANSPORTATION COMMITTEE

WHEREAS, the City of Mauldin ("City") is the owner of certain property described in Deed Book 1228 Page 145 of the Greenville County Register of Deeds ("Property") which contains 1,676 square feet (0.038 acres) more or less of property of property that shall be conveyed; and

WHEREAS, Greenville Legislative Delegation Transportation Committee ("GLDTC") desires for the City to convey its interest in the area of acquisition from Tract 21 shown on Exhibit "A"; and,

WHEREAS, the granting of this property to GLDTC will allow for the installation of new sidewalk and other public utilities on parts of Miller Road that will improve pedestrian safety and connectivity in the area.

WHEREAS, pursuant to S.C. Code Section 5-7-40, a municipality may convey or dispose of property it owns by Ordinance; and,

WHEREAS, the Mayor and City Council find that it is in the best interest of the City of Mauldin to convey the area of acquisition from Tract 21 as shown on Exhibit "A" to GLDTC by quit-claim deed attached hereto as Exhibit "B" for the consideration stated in said deed.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Mauldin, that the Mayor of the City is hereby authorized, empowered, and directed to execute, acknowledge and deliver the attached Exhibits hereto and other action necessary and proper for the conveyance of said property for stated purpose.

This Ordinance shall be effective upon second reading approval thereof and no further authorization is required to execute and deliver all documents related to the conveyance contemplated by this Ordinance.

Terry W. Merritt, Mayor

ATTEST:

Cindy Miller, Municipal Clerk

First Reading: _____

Second Reading: _____

Approved as to form: _____
Daniel R. Hughes

THE STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

TITLE TO REAL ESTATE
Approximate Survey Stations

Road/Route **Miller Rd. (S-23-564)**
Project ID No. **GLDTC 619**
Tract **21**

50 + 97.71 To 53 + 28.00
See Exhibit "A" 25' Right of Way
_____ To _____

_____ To _____

KNOW ALL MEN BY THESE PRESENTS, That I (or we) **The City of Mauldin PO Box 249 Mauldin, SC 29662, Physical Address: 802 Miller Rd. Greenville, SC 29607;** in consideration of the sum of **One Dollar ($1.00)** and other valuable consideration to me (or us) in hand paid at and before the sealing and delivering thereof, by the Greenville Legislative Delegation Transportation Committee (GLDTC), a political subdivision of the State of South Carolina exempt from recording fees under the S.C. Code Ann., 12-24-40(2), receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release, unto the said Greenville Legislative Delegation Transportation Committee, its successors and assigns, all that certain real property of the Grantor in fee simple absolute at Miller Rd. Greenville, SC., State and County aforesaid, as shown on plans prepared by CoTransCo, LLC for The Greenville Legislative Delegation Transportation Committee, SCDOT and City of Mauldin, and dated 07/31/2025.

SPECIAL PROVISIONS:

The above consideration is for all that certain parcel of land containing 1676 square feet (0.038 acres) more or less, and all improvements thereon, if any, owned by **The City of Mauldin.** Herein conveyed property as shown in the "Right of Way Acquisition Drawing" on EXHIBITS "A", dated 07/31/2025, attached hereto and made a part hereof. This being a portion of the property acquired by The City of Mauldin by deed recorded 12/07/1984, in Deed Book 1228, page 145, as shown on Tax map No. M009050109300.

Together with, all and singular, the rights, members, hereditaments, and appurtenances thereunto belonging, or in any wise incident or appertaining.

And I (or we) do hereby bind myself (or ourselves), and my (or our) successors, to warrant and forever defend all and singular said premises unto said Greenville Legislative Delegation Transportation Committee, its successors, and assigns, against myself (or ourselves) and our successors in interest and anyone claiming under us and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

TO HAVE AND TO HOLD in fee simple, absolute, and singular the said property and the rights hereinbefore granted, unto the said Greenville Legislative Delegation Transportation Committee, its successors and assigns forever.

IN WITNESS WHEREOF, I (or we) have hereunto set my (or our) hand(s) and seal(s) this _____ **day of** _____, in the year of our Lord, Two Thousand and **Twenty-Five**

Signed, sealed and delivered in the presence of: By;
It's;

_____ _____
1st Witness **City of Mauldin** Grantor (L.S.)

_____ _____
2nd Witness Grantor (L.S.)

NOTE: All right of way agreements must be in writing and are subject to rejection by the South Carolina Department of Transportation.

THE STATE OF SOUTH CAROLINA **ACKNOWLEDGEMENT**

COUNTY OF GREENVILLE

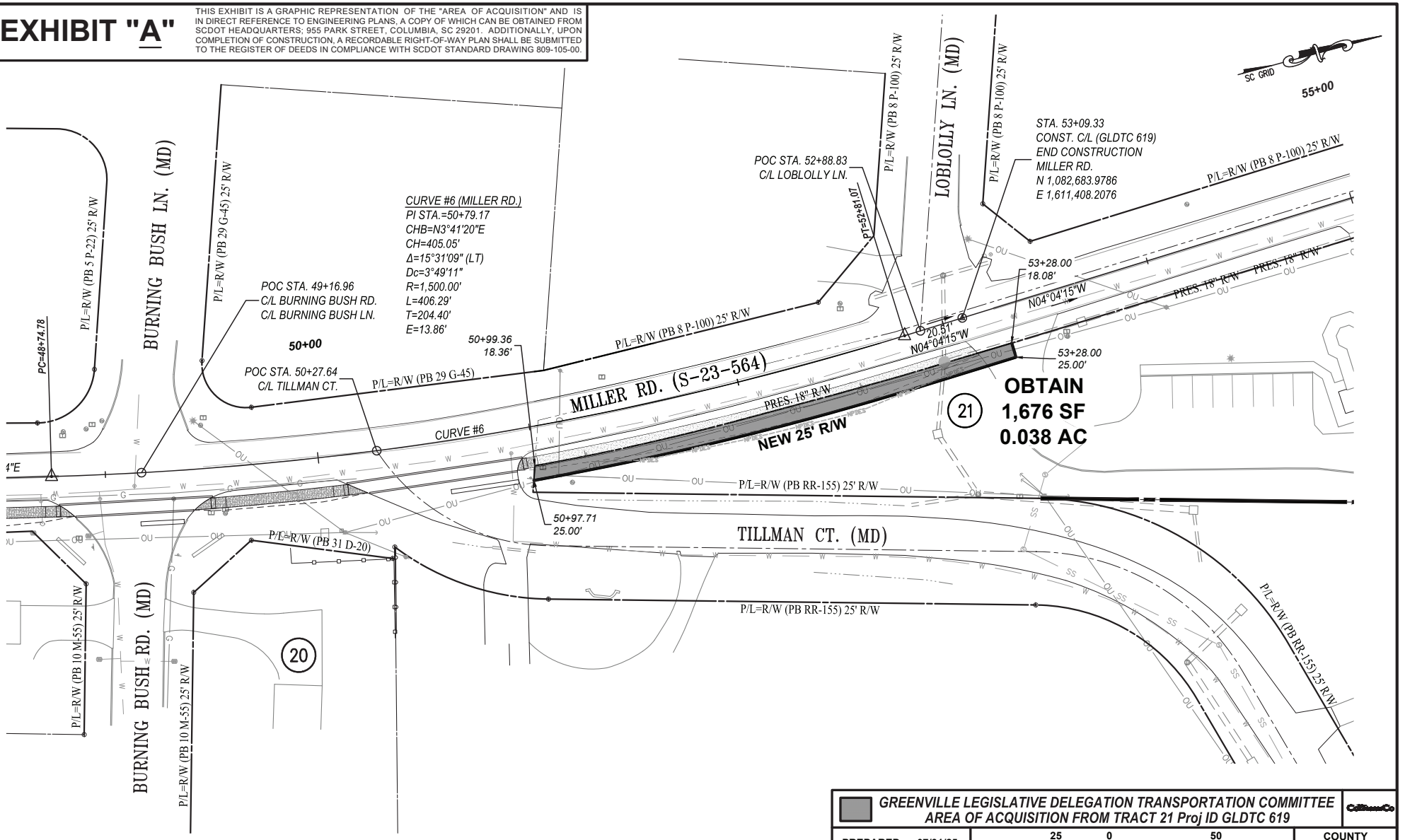
The foregoing instrument was acknowledged before me this _____ day of _____, 20_____ by _____.

SWORN to before me this _____
day of _____, 2025

_____
NOTARY PUBLIC FOR South Carolina
My Commission Expires: _____
(Affix seal if outside SC)

EXHIBIT "A"

THIS EXHIBIT IS A GRAPHIC REPRESENTATION OF THE "AREA OF ACQUISITION" AND IS IN DIRECT REFERENCE TO ENGINEERING PLANS, A COPY OF WHICH CAN BE OBTAINED FROM SCDOT HEADQUARTERS; 955 PARK STREET, COLUMBIA, SC 29201. ADDITIONALLY, UPON COMPLETION OF CONSTRUCTION, A RECORDABLE RIGHT-OF-WAY PLAN SHALL BE SUBMITTED TO THE REGISTER OF DEEDS IN COMPLIANCE WITH SCDOT STANDARD DRAWING 809-105-00.



THE STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Road/Route **Miller Road. S-23-564**

Project ID No. **GLDTC 619**
Tract **21**

PERMISSION FOR:

Entrance
Slope
NPDES Silt Fence
Driveway Tie-in

KNOW ALL MEN BY THESE PRESENTS, That I (or we) **The City of Mauldin PO Box 249 Mauldin, SC 29662 (Physical Address) 802 Miller Rd. Greenville, SC 29607** in consideration of the sum of One Dollar ($1.00), to me (or us) in hand paid, and other valuable consideration at and before the sealing and delivering hereof, do hereby grant to the Greenville Legislative Delegation Transportation Committee, permission to do the work as outlined below, with the understanding that this work is to be done on property of the grantor outside of the right of way, it being fully understood and agreed that no right of way is being granted to the Department for the purpose of this construction. Further, permission is granted to perform construction beyond the right of way such as grading and other work necessary to adjust the grade of driveways to conform to the proposed roadway improvements as shown on the plans for the construction of this project.

SPECIAL PROVISIONS:

HEREIN GRANTED IS PERMISSION TO ENTER THE PROPERTY: SLOPE PERMISSION & ERECT TEMPORARY SILT FENCE OUTSIDE THE PRIVACY FENCE BETWEEN IT AND THE NEW SIDEWALK TO CONTROL RUN-OFF DURING THIS CONSTRUCTION. ANY AREA DISTURBED SHALL BE RETURNED TO ITS ORIGINAL CONDITION ONCE THE SILT FENCE IS REMOVED. TIE-IN EXISTING DRIVEWAYS TO THE NEW SIDEWALK AND ROADWAY.

TO HAVE AND TO HOLD, all and singular, the said Permission hereinbefore granted, unto the said Greenville Legislative Delegation Transportation Committee, City of Mauldin and the South Carolina Department of Transportation.

IN WITNESS WHEREOF, I (or we) have hereunto set my (or our) hand(s) and seal(s) this _____ day of _____, in the year of our Lord, Two Thousand and **Twenty-Five.**

Signed, sealed and delivered in the presence of:

CITY OF MAULDIN

_____ 1st Witness

BY: _____ Grantor (L.S.)

IT'S:

_____ 2nd Witness

_____ Grantor (L.S.)

NOTE: All right of way agreements must be in writing and are subject to rejection by the South Carolina Department of Transportation, The GLDTC & City of Mauldin.

THE STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGEMENT

Personally appeared before me the above named Grantor(s) and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 2025.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

NOTARY PUBLIC FOR THE STATE OF SOUTH CAROLINA

My Commission Expires: _____
(Affix seal if outside SC)

THE STATE OF SOUTH CAROLINA)

)

COUNTY OF Greenville)

)

)

Road/Route **Miller Rd. S-23-564**)

File **GLDTC 619**)

Item)

Project **619**)

PIN **TRACT 21**)

Tract 21

WAIVER OF RIGHTS

I have been fully informed of my right to receive just compensation for the above referenced property pursuant to the U. S. and S. C. Constitutions and the S. C. Code of Laws Section 28-2-370, as amended. However, I hereby willingly and voluntarily agree to waive my right to receive just compensation for the property and choose to donate the property necessary for an easement/right of way for the referenced project. I also hereby release the County of Greenville from the obligation of performing or delivering an appraisal of said property.

Witness our hand and seal this _____

day of _____, 20 _____.

In the presence of:

_____

_____ _____(L.S.)

FED. RD. DIV. NO.	STATE	COUNTY	FILE NO.	PIN NO.	PROJECT NO.	ROAD NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	GREENVILLE	GLDTC 619	2025118	619C		1	65

GREENVILLE LEGISLATIVE DELEGATION TRANSPORTATION COMMITTEE CONSTRUCTION PLANS FOR ROADWAY IMPROVEMENTS

INDEX OF SHEETS

SHEET #	DESCRIPTION	SHEET TOTALS
1	TITLE SHEET	1
2	SUMMARY OF ESTIMATED QUANTITIES	1
2A	MOVING & REMOVAL ITEMS SHEET	1
3–3A	TYPICAL SECTIONS	2
4	RIGHT–OF–WAY DATA SHEET	1
4A–4C	RIGHT–OF–WAY STRIP MAP SHEETS	3
5	GENERAL CONSTRUCTION NOTES	1
5A	REFERENCE DATA SHEET	1
6–12	PLAN SHEETS	7
13–16	PROFILE SHEETS	4
PM1–PM7	PAVEMENT MARKING PLAN SHEETS	7
EC1	EROSION CONTROL DATA SHEET	1
EC2–EC8	EROSION CONTROL PLAN SHEETS	7
X1–X25	CROSS SECTIONS	25
DT1–DT3	DETAIL SHEETS	3
	TOTAL	65

GREENVILLE COUNTY

CITY OF MAULDIN

FILE NO. GLDTC 619 PROJECT NO. 619C

MAULDIN SIDEWALKS

MILLER RD. (S-23-564)

FROM OLD MILL RD. TO LOBLOLLY LN.

CORN RD. (S-23-941)

FROM MILLER RD. TO 158' S.E. OF MILLER RD.

PROJECT LIMITS FOR MILLER RD.
STA. 5+07.13 TO STA. 27+35.85
& STA. 38+39.21 TO STA. 53+09.33



PROJECT LIMITS FOR CORN RD.
STA. 10+22 TO STA. 11+80.14

LAYOUT
SCALE: 1 INCH = 1/4 MILE

GREENVILLE COUNTY
SCDOT MAP

ENGINEER'S CERTIFICATION STATEMENT

"I have placed my signature and seal on the design documents submitted signifying that I accept responsibility for the design of the system. Further, I certify to the best of my knowledge and belief that the design is consistent with the requirements of Title 48, Chapter 14 of the Code of Laws of South Carolina, 1976 as amended, pursuant to Regulation 72–300 et seq. (if applicable), and in accordance with the terms and conditions of SCR100000."

SOUTH CAROLINA PROFESSIONAL ENGINEER WILLIAM CLAYTON BALLENTINE JR. No. 32613

NPDES PERMIT INFORMATION

NPDES Disturbed
Area = <1.0 Acres

Approximate Location of Roadway is:
Longitude 82° 18' 06" W
Latitude 34° 47' 34" N

CONSULTING ENGINEER FIRMS

CoTransCo

COTRANSCO, LLC
2123 OLD SPARTANBURG ROAD
SUITE 334
GREER, SC 29650

Design Reference for these plans is the
2021
SCDOT Roadway Design Manual

Hydraulic Design Reference for these plans is the:
2009
Edition of SCDOT's "Requirements for Hydraulic Design Studies"

RAILROAD INVOLVEMENT?
NO

NOTE: ALL WORKMANSHIP AND MATERIALS ON THIS PROJECT TO CONFORM WITH SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (LATEST EDITION), AND BOOK OF STANDARD DRAWINGS FOR ROAD CONSTRUCTION (LATEST PUBLISHED ENGLISH VERSION).

	INITIAL	DATE	CHECKED BY	DATE
PS&E PLANS	AEE	01/16/25	WCB	01/17/25
RIGHT–OF–WAY PLANS	AEE	07/29/25	WCB	07/31/25
FINAL CONSTRUCTION PLANS				

REV. #	BY	DATE	DESCRIPTION OF REVISION
4			
3			
2			
1			

CAUTION

811 Know what's below. Call before you dig.

CALL 3 DAYS BEFORE DIGGING.

ANY UTILITIES SHOWN ARE FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS OF ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

	MILLER RD. S-564	CORN RD. S-941			TOTAL MILES
NET LENGTH OF ROADWAY	0.690	0.030			0.720
NET LENGTH OF BRIDGE	0.011				0.011
NET LENGTH OF PROJECT	0.701	0.030			0.731
NET LENGTH OF EXCEPTIONS	0.209				0.209
GROSS LENGTH OF PROJECT	0.910	0.030			0.940

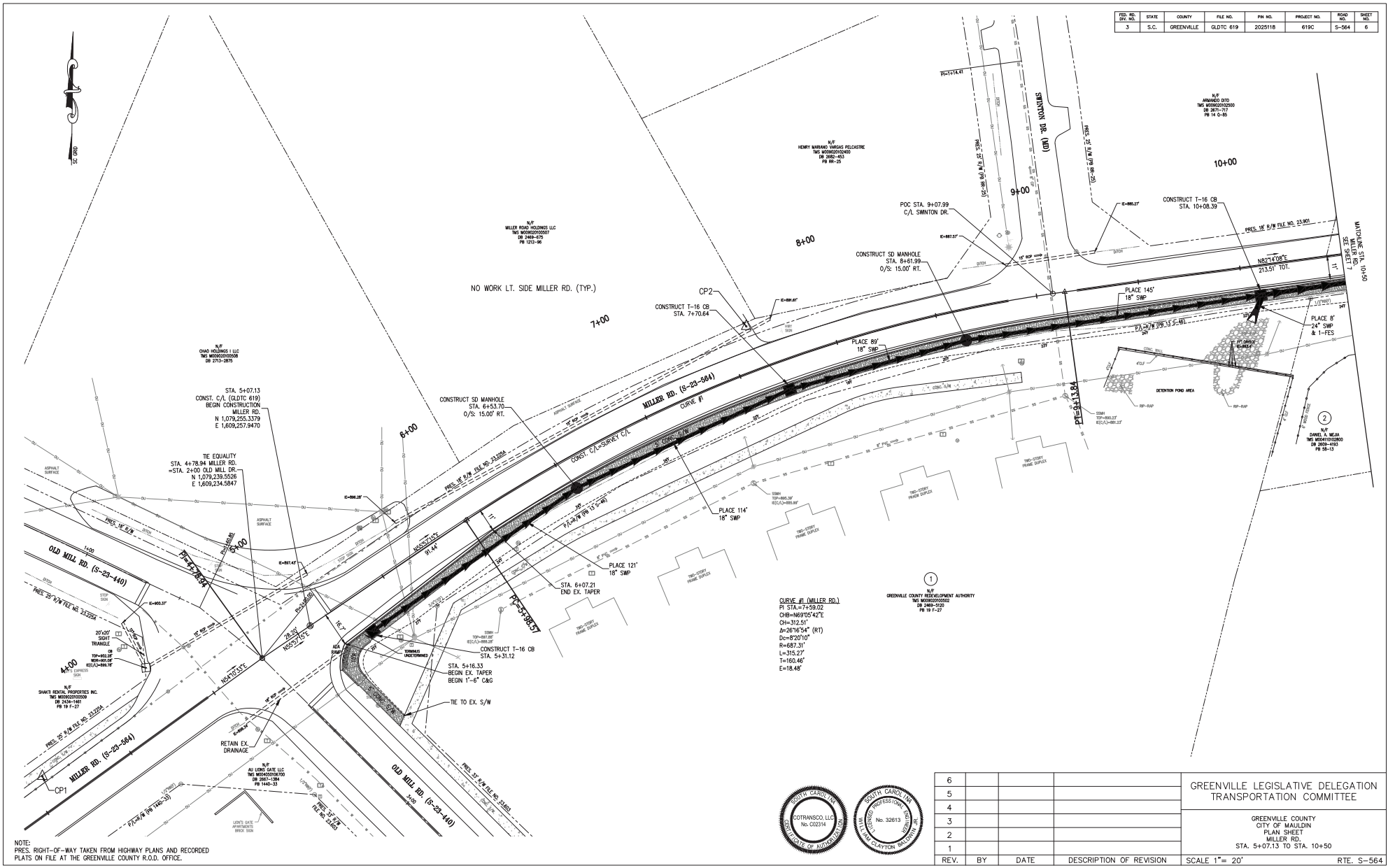
GREENVILLE COUNTY
TRANSPORTATION COMMITTEE
PROGRAM MANAGER

COTRANSCO, LLC No. C02314 CERTIFICATE OF AUTHORIZATION

CONSULTANT – PROJECT ENGINEER

SOUTH CAROLINA PROFESSIONAL ENGINEER WILLIAM CLAYTON BALLENTINE JR. No. 32613

FOR RIGHT OF WAY: WCB 07/31/25
FOR CONSTRUCTION: _____ _____



NOTE:
PRES. RIGHT-OF-WAY TAKEN FROM HIGHWAY PLANS AND RECORDED PLATS ON FILE AT THE GREENVILLE COUNTY R.O.D. OFFICE.

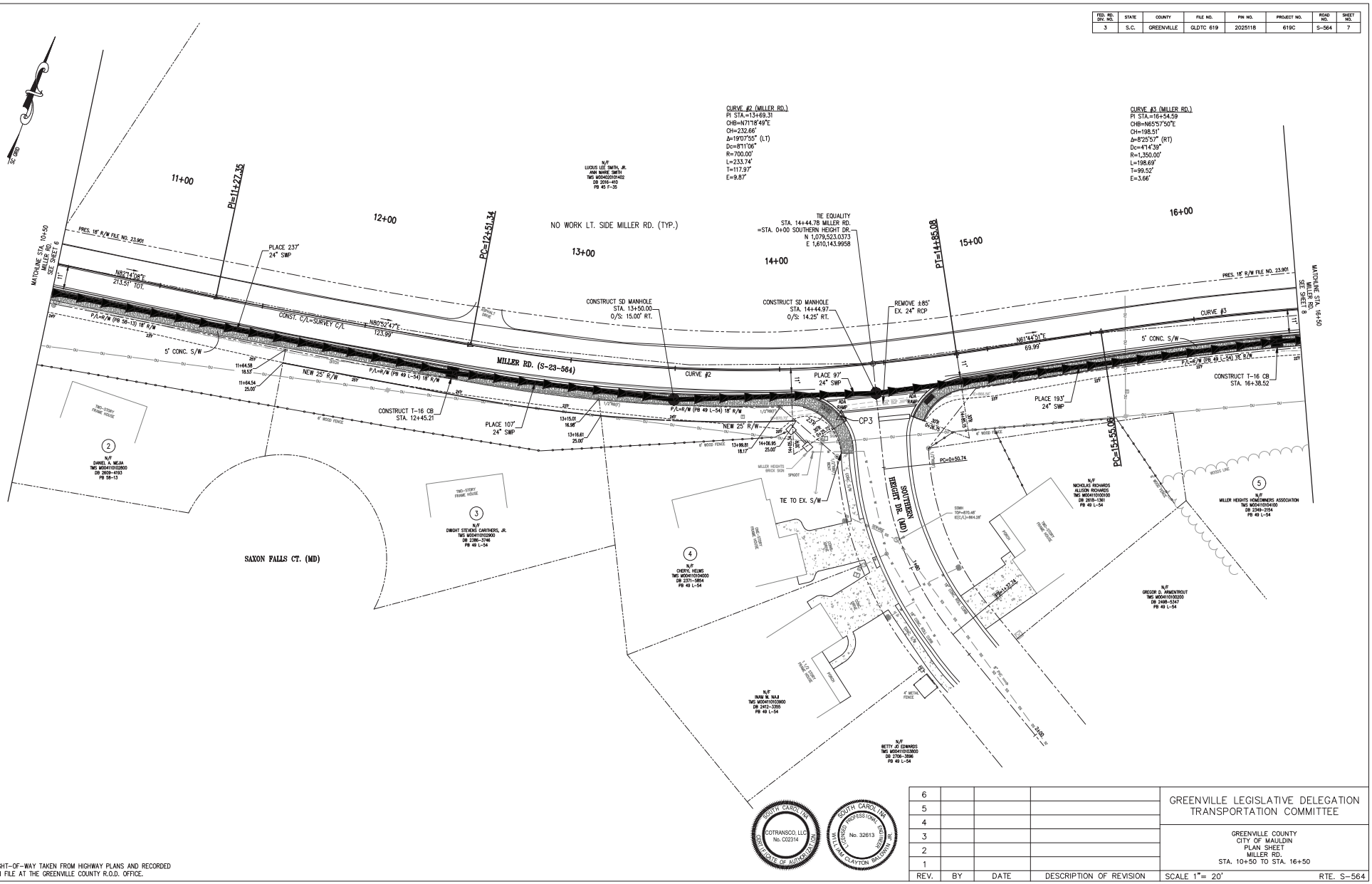
FED. RD. DIV. NO.	STATE	COUNTY	FILE NO.	PIN NO.	PROJECT NO.	ROAD NO.	SHEET NO.
3	S.C.	GREENVILLE	GLDTC 619	2025118	619C	S-564	6

REV.	BY	DATE	DESCRIPTION OF REVISION
6			
5			
4			
3			
2			
1			

GREENVILLE LEGISLATIVE DELEGATION TRANSPORTATION COMMITTEE

GREENVILLE COUNTY
CITY OF MAULDIN
PLAN SHEET
MILLER RD.
STA. 5+07.13 TO STA. 10+50

SCALE 1"= 20' RTE. S-564



FED. RD. DIV. NO.	STATE	COUNTY	FILE NO.	PIN NO.	PROJECT NO.	ROAD NO.	SHEET NO.
3	S.C.	GREENVILLE	GLDTC 619	2025118	619C	S-564	7

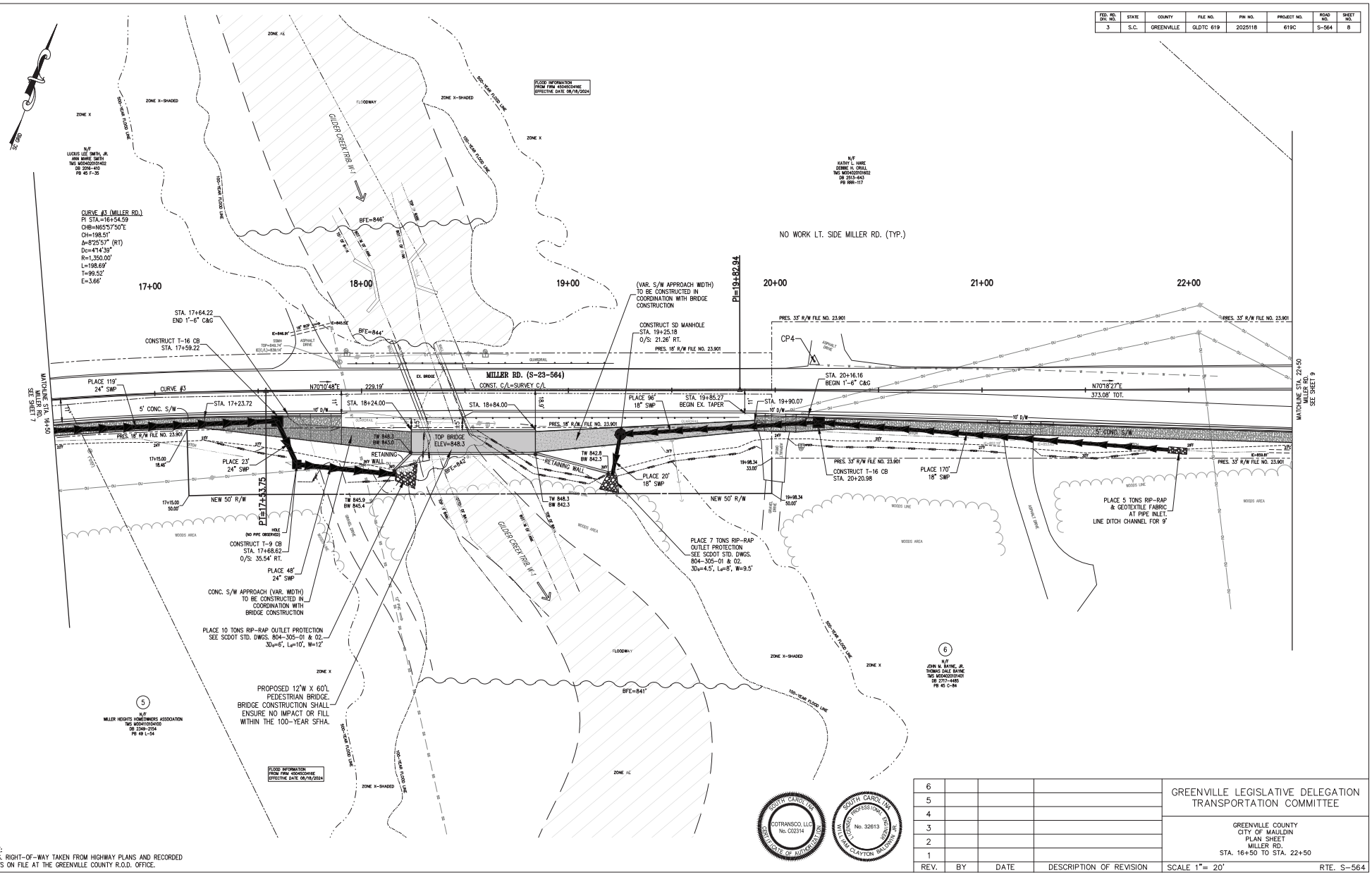
REV.	BY	DATE	DESCRIPTION OF REVISION
6			
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1			

GREENVILLE LEGISLATIVE DELEGATION
TRANSPORTATION COMMITTEE

GREENVILLE COUNTY
CITY OF MAULDIN
PLAN SHEET
MILLER RD.
STA. 10+50 TO STA. 16+50

SCALE 1"= 20' RTE. S-564

NOTE:
PRES. RIGHT-OF-WAY TAKEN FROM HIGHWAY PLANS AND RECORDED PLATS ON FILE AT THE GREENVILLE COUNTY R.O.D. OFFICE.



FED. RD. DIV. NO.	STATE	COUNTY	FILE NO.	PIN NO.	PROJECT NO.	ROAD NO.	SHEET NO.
3	S.C.	GREENVILLE	GLDTC 619	2025118	619C	S-564	8

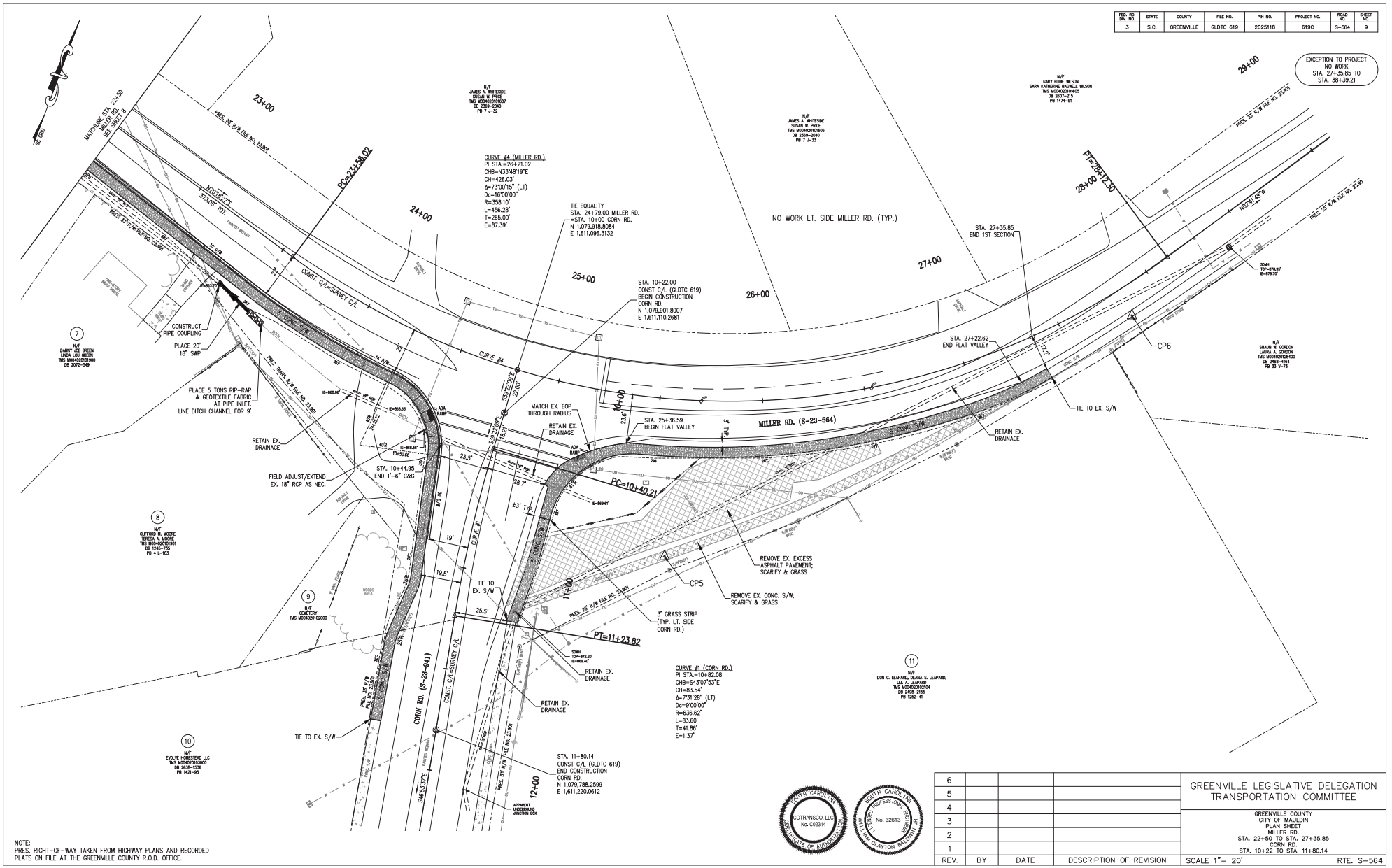
REV.	BY	DATE	DESCRIPTION OF REVISION
6			
5			
4			
3			
2			
1			

GREENVILLE LEGISLATIVE DELEGATION
TRANSPORTATION COMMITTEE

GREENVILLE COUNTY
CITY OF MAULDIN
PLAN SHEET
MILLER RD.
STA. 16+50 TO STA. 22+50

SCALE 1"= 20' RTE. S-564

NOTE:
PRES. RIGHT-OF-WAY TAKEN FROM HIGHWAY PLANS AND RECORDED PLATS ON FILE AT THE GREENVILLE COUNTY R.O.D. OFFICE.



FED. RD. DIV. NO.	STATE	COUNTY	FILE NO.	PIN NO.	PROJECT NO.	ROAD NO.	SHEET NO.
3	S.C.	GREENVILLE	GLDTC 619	2025118	619C	S-564	9

NOTE:
PRES. RIGHT-OF-WAY TAKEN FROM HIGHWAY PLANS AND RECORDED PLATS ON FILE AT THE GREENVILLE COUNTY R.O.D. OFFICE.

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION
COTRANSCO, LLC
No. C02314

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER
WILLIAM CLAYTON BALDWIN
No. 32613

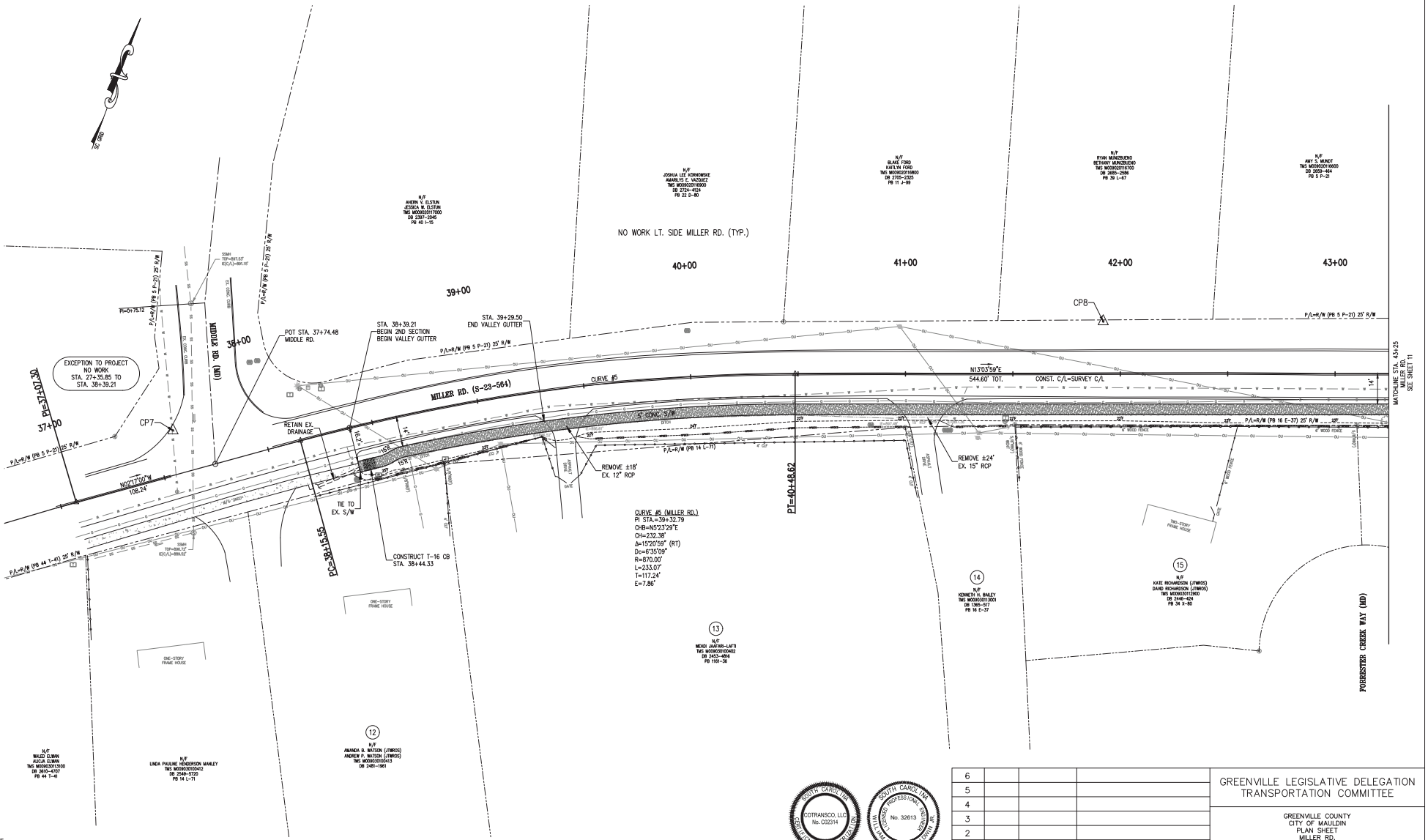
REV.	BY	DATE	DESCRIPTION OF REVISION
6			
5			
4			
3			
2			
1			

GREENVILLE LEGISLATIVE DELEGATION
TRANSPORTATION COMMITTEE

GREENVILLE COUNTY
CITY OF MAULDIN
PLAN SHEET
MILLER RD.
STA. 22+50 TO STA. 27+35.85
CORN RD.
STA. 10+22 TO STA. 11+80.14

SCALE 1"= 20' RTE. S-564

FED. RD. DIV. NO.	STATE	COUNTY	FILE NO.	PIN NO.	PROJECT NO.	ROAD NO.	SHEET NO.
3	S.C.	GREENVILLE	GLDTC 619	2025118	619C	S-564	10



NOTE:
PRES. RIGHT-OF-WAY TAKEN FROM HIGHWAY PLANS AND RECORDED PLATS ON FILE AT THE GREENVILLE COUNTY R.O.D. OFFICE.

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION COTRANSCO, LLC No. C02314

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER WILLIAM CLAYTON BALDWIN No. 32613

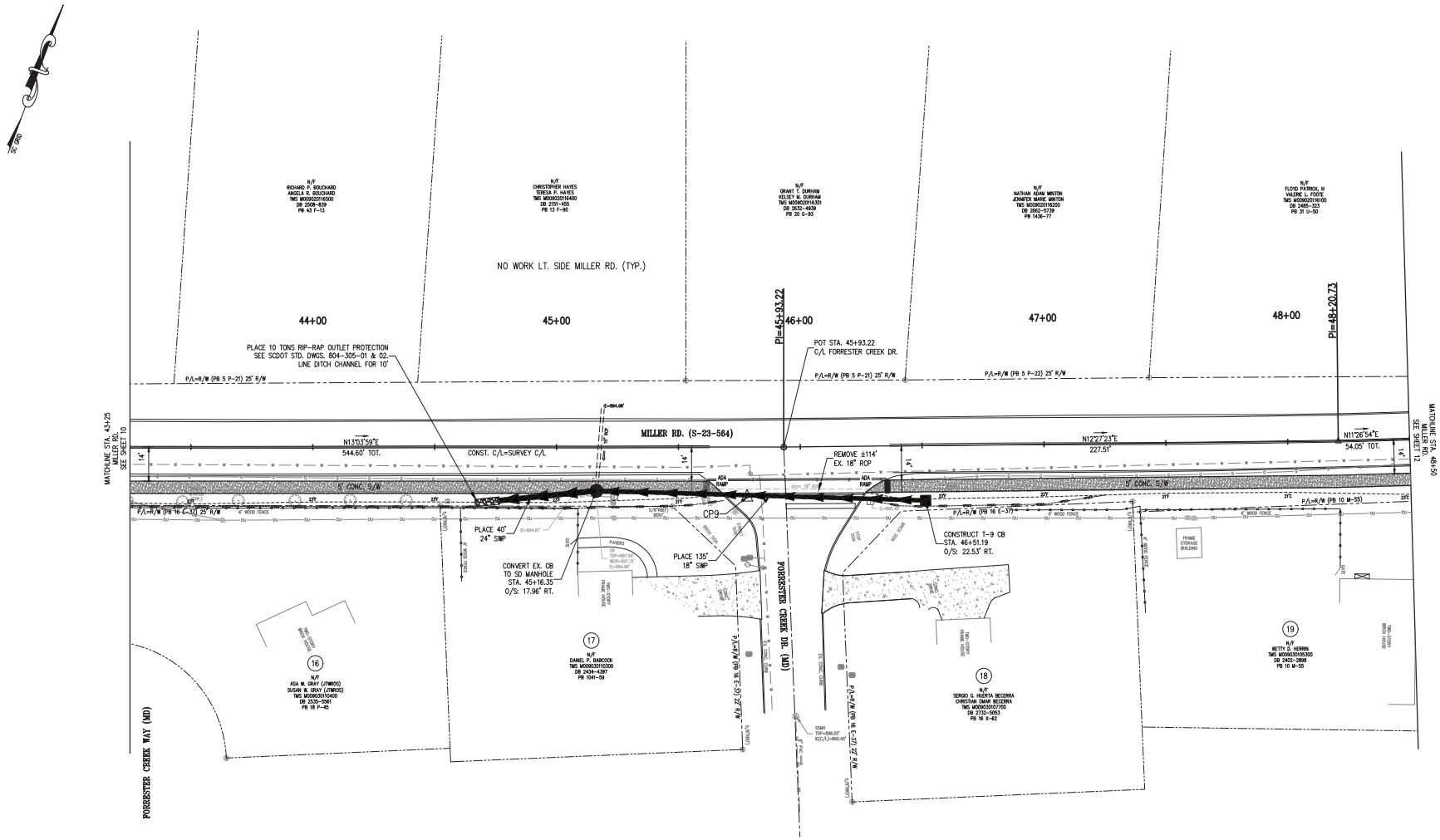
REV.	BY	DATE	DESCRIPTION OF REVISION
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GREENVILLE LEGISLATIVE DELEGATION TRANSPORTATION COMMITTEE

GREENVILLE COUNTY
CITY OF MAULDIN
PLAN SHEET
MILLER RD.
STA. 38+39.21 TO STA. 43+25

SCALE 1"= 20' RTE. S-564

FED. RD. DIV. NO.	STATE	COUNTY	FILE NO.	PIN NO.	PROJECT NO.	ROAD NO.	SHEET NO.
3	S.C.	GREENVILLE	GLDTC 619	2025118	619C	S-564	11



NOTE:
PRES. RIGHT-OF-WAY TAKEN FROM HIGHWAY PLANS AND RECORDED PLATS ON FILE AT THE GREENVILLE COUNTY R.O.D. OFFICE.

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION
COTRANSCO, LLC
No. C02314

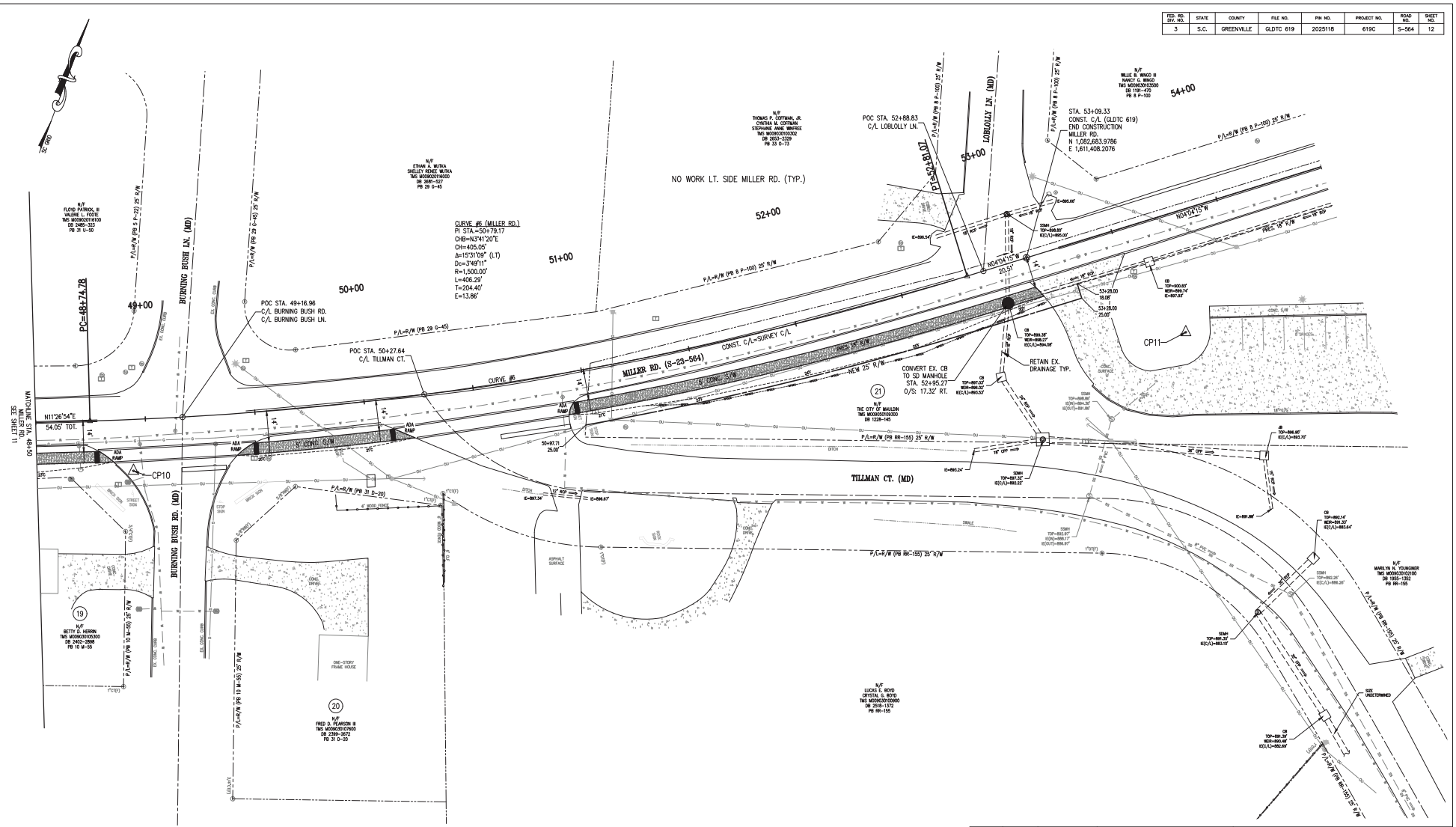
SOUTH CAROLINA LICENSED PROFESSIONAL ENGINEER
WILLIAM CLAYTON BALDWIN
No. 32613

REV.	BY	DATE	DESCRIPTION OF REVISION
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GREENVILLE LEGISLATIVE DELEGATION
TRANSPORTATION COMMITTEE

GREENVILLE COUNTY
CITY OF MAULDIN
PLAN SHEET
MILLER RD.
STA. 43+25 TO STA. 48+50

SCALE 1"= 20' RTE. S-564



FED. RD. DIV. NO.	STATE	COUNTY	FILE NO.	PIN NO.	PROJECT NO.	ROAD NO.	SHEET NO.
3	S.C.	GREENVILLE	GLDTC 619	2025118	619C	S-564	12

NOTE:
PRES. RIGHT-OF-WAY TAKEN FROM HIGHWAY PLANS AND RECORDED PLATS ON FILE AT THE GREENVILLE COUNTY R.O.D. OFFICE.

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION
COTRANSCO, LLC
No. C02314

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER
WILLIAM CLAYTON BALDWIN
No. 32613

REV.	BY	DATE	DESCRIPTION OF REVISION
6			
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GREENVILLE LEGISLATIVE DELEGATION
TRANSPORTATION COMMITTEE

GREENVILLE COUNTY
CITY OF MAULDIN
PLAN SHEET
MILLER RD.
STA. 48+50 TO STA. 53+09.33

SCALE 1"= 20' RTE. S-564

CITY COUNCIL
AGENDA ITEM SUMMARY

MEETING DATE: September 15, 2025
AGENDA ITEM: 8e

TO:	City Council
FROM:	Chief George Miller
SUBJECT:	School Resource Officer Grant and Agreement with Green Charter

REQUEST

Staff is requesting approval of an Agreement for School Resource Officers (SRO) program with Green Charter for the school year of 2025-2026 and beyond.

HISTORY/BACKGROUND

On July 29th, the City of Mauldin was informed that it had officially received the Fiscal Year 2025-2026 School Resource Officer Program Grant in an amount of $775,457. The grant covers School Resource Officers (SROs) at a number of area schools within the Greenville County School District system and SC Public Charter school system. While the City had received this grant in previous years for area GCSD schools, this is the first time it has been received for SC Public Charter Schools – Green Charter Simpsonville and Green Charter High. The grant is funding 100 percent of the cost of expanding SRO coverage to the Green Charter schools in Mauldin including personnel expenses, equipment, and capital.

As part of the grant award, the City is required to enter into an Agreement with Green Charter, similar to the Agreement with GCSD. Staff utilized the Council approved GCSD Agreement as the basis of the Green Charter Agreement, with one modification. This modification stipulates that in the event state funding for the SRO program at Green Charter schools is suspended, revoked, or terminated, Green Charter assumes 100 percent of the financial responsibility to continue the SRO program, if so desired.

Due to the nature of the grant and at the request of the South Carolina Department of Public Safety, the Agreement was required to be returned to SCDPS by August 28th. The Agreement was authorized by the Mayor, City Administrator and Chief of Police, as well as by Green Charter before the deadline. This was done upon the understanding that Council authorized the SRO Grant Program as part of the FY2025-2026 Budget and approved the SRO Agreement with GCSD. Though staff believe that proper authorization was provided to move forward with the grant, Council approval of the Agreement is requested at this time to ensure Council's full understanding of the program and because the FY2025-2026 Budget Amendment will not take place until May of 2026.

ANALYSIS or STAFF FINDINGS

Mauldin Police Department and the City have successfully operated an SRO program for a number of years within area schools and are excited to expand the program to two new public charter schools within the City. The grant award will provide for the full cost of expanding this program to the charter schools which serve students from throughout the area.

FISCAL IMPACT

The City's FY2025-2026 Budget anticipated a grant award of $309,000, however the City will be receiving (reimbursed) $775,457 for the SRO program. Staff will include this budget adjustment in the FY2025-2026 Budget Amendment later on this fiscal year.

The grant award will cover personnel and equipment cost of the existing SRO grant funded offers at Bethel Elementary, Mauldin Elementary, and the Golden Strip Career and Technology Center, and provide funding for personnel, equipment and capital for officers placed at Green Charter Simpsonville and Green Charter Upstate High School Greenville (both within the City of Mauldin).

RECOMMENDATION

Staff recommends Council approval of the Agreement as presented.

ATTACHMENTS

- Agreement for School Resource Officers with Green Charter

STATE OF SOUTH CAROLINA	)	AGREEMENT FOR SCHOOL RESOURCE
	)	OFFICERS AND LAW ENFORCEMENT
COUNTY OF GREENVILLE	)	OFFICERS

THIS AGREEMENT, made and entered into ____August 1, 2025_____, by and between GLOBAL RENEWABLE ENERGY EDUCATION NETWORK, a South Carolina nonprofit corporation ("GREEN"), and the City of Mauldin, South Carolina, hereinafter referred to as "City".

WHEREAS, pursuant to Section 5-7-12 of the Code of Laws of South Carolina (1976), the GREEN Charter Schools Network has requested that the City assign one (1) officer from the Mauldin Police Department, (hereinafter "the MPD"), to serve as School Resource Officers [SRO] at Green Charter High School located at 356 Bridgeway Blvd. Simpsonville 29681, and one (1) officer to serve as an [SRO] at Green Charter School Simpsonville located at 1100 Brookfield Blvd. Greenville, SC 29607.

WHEREAS, Green Charter High School and Green Charter School Simpsonville are located within the Mauldin city limits; and

WHEREAS, pursuant to Section 5-7-12 of the Code of Laws of South Carolina (1976) the Mayor and Council for the City consent to assigning one (1) officer from the Mauldin Police Department, to serve as School Resource Officers [SRO] at Green Charter High School, and one (1) officer to serve as an [SRO] at Green Charter School Simpsonville to serve as SROs pursuant to the terms and conditions set forth in Section I herein.

NOW, THEREFORE, for and in consideration of the foregoing, and the promises and covenants set forth herein, the parties hereto agree as follows:

I. School Resource Officers

1. The MPD will assign one (1) officer to the GREEN Charter Schools Network to act as SRO to Green Charter High School and one (1) officer to the GREEN Charter Schools Network to act as an SRO to Green Charter School Simpsonville.

   (A) The MPD will be responsible for the administration and supervision of the School Resource Officer Program at Green Charter High School and Green Charter School Simpsonville and will provide to the Superintendent of the GREEN Charter Schools Network, or his/her designee, an annual report of calls for services and criminal incidents at the schools in which the SROs are placed. The SROs shall be stationed at his or her assigned school.

   (B) The GREEN Charter Schools Network shall provide for the benefit of each SRO the following: (i) access to an air-conditioned and properly lighted private office that contains a telephone that may be used for general business purposes, (ii) a location for files and records which can be properly locked and secured within the office, and (iii) a desk with drawers, an office chair, work table, filing cabinet, and office supplies.

2. Duties and Responsibilities of the SRO.

(A) Instructional Duties and Responsibilities: The SRO shall act as instructors for specialized, short-term programs consistent with their role as an SRO whenever requested to do so by the principal of the school to which an SRO is assigned. When conducting public safety classes, the SRO shall act in the capacity of law enforcement officer, teacher and counselor.

(B) Additional Duties and Responsibilities: In addition to the above, except as to any law enforcement action required, each SRO shall: (i) coordinate all of his/her activities and programs with the principal and appropriate staff members and will request and receive permission, advice and guidance prior to enactment; and (ii) develop expertise in presenting various subjects to students, such subjects to include a basic understanding of the law, the role of the law enforcement officer, and his/her duties. The SRO shall encourage individual and small group discussions concerning the class materials with students so as to further establish rapport with the students. A program evaluation form will be distributed by the SRO to all students in attendance and the teacher after each session. The information provided by the students and the teacher on the program evaluation form will be kept on file by the principal and reviewed by the GREEN Charter Schools Network and the MPD on an annual basis. The SRO, whenever requested by the principal of the school to which an SRO is assigned, shall attend parent/faculty meetings for purposes of explaining and soliciting support for the School Resource Officer Program. The SRO, whenever requested by the principal of the school to which an SRO is assigned, shall be available for conferences with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature. The SRO shall become familiar with community agencies that offer assistance to youth and their families, including, but not limited to, mental health clinics and drug assistance centers. The SRO shall make referrals to such agencies, when necessary, thereby acting as a resource person to students, parents, faculty and staff of the school. The SRO shall assist the school's principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest. In the event it becomes necessary to conduct formal police interviews with the students, The SRO shall inform the school principal or his/her designee. The SRO shall adhere to the policies of the MPD as well as legal requirements whenever conducting such interviews.

The SRO shall take law enforcement action as required. The SRO shall give assistance to other police officers and deputy sheriffs in matters regarding his/her school assignment whenever necessary. The SRO shall, whenever possible, participate in and/or attend school functions as they relate to the duties of an SRO. The SRO shall maintain detailed and accurate records of their activities on a monthly basis and shall forward such records to their supervisors who, in tum, shall forward copies of such records to the Chief of Police for the MPD. The SRO shall not act as school disciplinarians, as disciplining students is a school responsibility. The SRO shall, however provide reasonable assistance to the school principal in the event of a disciplinary problem that requires such assistance. In the event the school principal is of the belief that a student has violated a law, then, in such event, the principal shall contact the SRO, or the SRO's supervisor, whenever the SRO is unavailable, to determine whether law enforcement action is appropriate. In the event of an emergency, school personnel shall notify the MPD via the 911 system. In cases of a contested expulsion, the officer will provide case information and/or testimony on behalf of the Superintendent of the GREEN Charter Schools Network, or his/her designee, and shall upon the request of the Superintendent, or his/her designee, testify, unless such testimony is deemed by the MPD as inappropriate or will compromise a criminal investigation.

(C) Co-curricular Activities and School Functions:

(i) **School Events outside Greenville County.** Upon request of the principal, or his/her designee, an SRO may attend school events outside Greenville County for purposes of providing security services subject to the jurisdictional limitations imposed by S.C. Code §5-7-12 (1976).

(ii) **School Related Events.** Upon request of the principal, his/her designee, or a sponsor group, an SRO may attend any school related event including, but not limited to, carnivals, proms, Grad Night, overnight trips, dances, dramas and sporting events, for

purposes of providing security services subject to the jurisdictional limitations imposed by S.C. Code §5-7-12 (1976). Payment for the security services to be provided by the SRO under (i) and (ii) of this paragraph shall be based on an hourly rate as determined by MPD Policy and paid directly to the SRO within thirty (30) days of event. The particular School or sponsor group making the request for security services shall be responsible for all payments related to such request.

3. **Program Goals and Evaluation.** The MPD and the GREEN Charter Schools Network shall develop program goals and objectives for the SRO program. Program goals shall be in line with the GREEN Charter Schools Network's action plan for a safe school atmosphere. This means that the SRO shall be active law enforcement officials on the school campuses, classroom instructors consistent with their role as an SRO, and resources for teachers, students, and parents. The SRO shall also be active in conferences, counseling, and referrals. Indicators of success shall be developed objectively and independently to measure how well the goals and objectives are obtained. The Chief of Police, for the MPD, shall evaluate the effectiveness of the SRO Program and make an annual report to the GREEN Charter Schools Network.

4. **Fees.** The law enforcement services provided pursuant to Section I of this Agreement. The salaries, fringe benefit costs and equipment costs of the SRO's at Green Charter High School and Green Charter School Simpsonville will be funded by a South Carolina Department of Public Safety [SCDPS] grant paid directly to MPD by SCDPS. In the event, state grant funds supporting the SRO positions at Green Charter High School and Green Charter School Simpsonville are suspended, delayed, withdrawn, or otherwise discontinued, Green Charter agrees to continue funding these SRO positions at 100 percent (100%) of costs incurred to be billed on a monthly basis. The amounts owed by the GREEN Charter Schools Network, hereunder, shall be paid by the GREEN Charter Schools Network to the City of Mauldin, in arrears, in monthly installments. The City will submit monthly invoices to the GREEN Charter Schools Network within thirty (30) days after the close of each calendar month for the law enforcement services provided during the preceding month. Payment on the invoices shall be due within thirty (30) days of the date on the invoice. If payment is not received in accordance with the terms of this Agreement, the City, in addition to any other rights the City may have, shall have the right, without notice, to suspend all services provided pursuant to this Agreement, or City may immediately terminate this Agreement. The GREEN Charter Schools Network shall be responsible to the City of Mauldin for payment of all law enforcement services provided pursuant to the terms of this Agreement prior to the date of termination.

5. **Employment Status of the SRO.** SROs shall at all times remain employees of the MPD, and under no circumstances shall the SROs be considered employees of the GREEN Charter Schools Network. SROs are law enforcement officers who shall uphold the law, be under the direct supervision and control of the MPD, and remain responsible to the chain of command of the MPD.

6. **Appointment of the SRO.** In the event that the principal of the school to which an SRO is assigned believes that a particular SRO is not effectively performing his or her duties and responsibilities, the principal shall state in writing the reasons for such belief to the Superintendent of the GREEN Charter Schools Network. The Superintendent of the GREEN Charter Schools Network, within a reasonable time after receiving the complaint from the principal, shall inform the MPD Chief of Police, or his/her designee, of the principal 's concerns. Should the Chief of Police so desire, the Superintendent and the Chief of Police, or their designees, shall meet with the particular SRO for purposes of mediating or resolving the matter. If, within a reasonable amount of time after commencement of mediation, the problem cannot be resolved, or should the Chief of Police not seek mediation, then the particular SRO shall be reassigned and a replacement obtained. Additionally. the Chief of Police reserves the right to dismiss or reassign an SRO at his/her sole discretion. In the event of a resignation, dismissal, or reassignment of an SRO, or in the event of absences by an SRO, the Chief of Police may provide a temporary

replacement for the SRO within (30) school days of receiving notice of such resignation, absence, dismissal, or reassignment. In the event an SRO is away from his/her assigned School due to illness, vacation, or subpoena, the school shall notify the MPD for routine and emergency calls.

7. **Safe/Access to Rifle.** In furtherance of school safety and to assist law enforcement in providing a prompt and effective response to an emergency or an active shooter situation, the GREEN Charter Schools Network agrees to allow the installation of a safe in the office provided to the SRO. The safe will be used solely for the proper retention and handling of a rifle/long gun. The rifle/long gun will only be utilized or possessed by the SRO in the presence of students at the school in response to a safety emergency or active shooter situation. The safe and rifle/long gun will be the property of the City, and the City shall be responsible for establishing procedures for its care and custody. The GREEN Charter Schools Network and the City must agree to the specific safe and rifle/long gun located in the SRO office to ensure adequate safety and security.

II. GENERAL PROVISIONS:

(A) The term of this agreement will be automatically renewed on July 1st each year, unless at least 60 days prior to renewal date one party notifies the other in writing of it desire to modify or terminate the agreement.

(B) The City will possess at all times during the life of this agreement automobile insurance, general liability insurance and workers compensation insurance. This insurance coverage shall not be less than $300,000 per occurrence and $600,000 in the aggregate. The GREEN Charter Schools Network may require the City to provide a certificate of insurance naming the GREEN Charter Schools Network as an additional insured at any time during the life of this agreement. The aforementioned policies should be issued by an "A" rated carrier licensed to do business in the State of South Carolina and satisfactory to the GREEN Charter Schools Network.

(C) Except as otherwise specifically provided herein, this agreement may not be amended modified or expanded except by written agreement of all the parties hereto. This agreement supersedes all prior or contemporaneous agreements or understandings (whether oral or written), if any, among any of the parties with respect to the subject matter hereof. No party may assign any right or obligation under this agreement without the other parties' prior written consent. Any waiver by either party of any breach or any term or condition hereof shall be effective only if in writing and such writing shall not be deemed to be a waiver of any subsequent or other breach, term or condition to this agreement. The illegality, invalidity, or unenforceability of any provision of this agreement shall not render illegal, invalid or unenforceable any other provision hereof. This agreement shall be governed by and construed in accordance with the law of the State of South Carolina.

(D) **Good Faith.** The GREEN Charter Schools Network, the City, the MPD, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of the GREEN Charter Schools Network and the Chief of Police, or their designees.

(E) **Notices.** All notices made pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the parties at their respective addresses set forth below:

GREEN Charter Schools
Attn: Executive Director
1440 Pelham Rd.
Greenville, SC 29601

City of Mauldin
Attn: City Administrator
P.O. Box 249
Mauldin, SC 29662

Mauldin Police Department
Attn: Chief of Police
P.O. Box 249
Mauldin, SC 29662

Either party may change the person and/or address to which notices are to be sent by giving ten (10) calendar days written notice of such change to the other party.

(F) **Term and Termination.** Without cause, either party hereto may terminate this Agreement upon ninety (90) calendar days prior written *notice* to the other party hereto. For cause, either party may terminate this Agreement effective immediately upon giving written notice of termination for cause. "For cause" shall include (i) any material violation of this Agreement or (ii) any act exposing the other party to liability for any loss, claim, damage or expense that *is* not covered pursuant to the South Carolina Tort Claims Act or similar insurance protection.

(G) **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.

(H) **Nonwaiver.** The waiver by GREEN Charter Schools Network or City of a breach of this Agreement 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 such breach.

(I) **Entire Agreement.** This Agreement represents the entire agreement between the parties hereto and supersedes any and all prior agreements, whether written or oral, that may exist between the parties relating to the matters herein; and this Agreement may be amended only by a writing signed by all parties hereto.

(J) **Severability.** 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.

(K) **Relationship of the Parties.** The Parties shall at all times act as independent contractors, and the relationship between the parties shall not be deemed to be that of an employer/employee, joint venture, partnership, or agent/principal.

(L) **Applicable Law.** The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

(M) **Successors and Assigns.** The rights and obligations herein shall inure to and be binding upon the successors and assigns of the parties hereto.

(N) **School Records.** To the extent that the City has access to records in furtherance of the obligations contained in this Agreement, that access and use of records, including student records, shall be in compliance with applicable state and federal law, including, but not limited to, the Family Educational Rights and Privacy Act.

ON BEHALF OF THE PARTIES HERETO, the duly authorized representatives of the parties

have executed this Agreement on the date first herein above written.

By:_____
Terry Merritt
Mayor

By: _____

Tom Cronin
Executive Director, GREEN Charter Schools

Approved as to form:

_____

Seth Duncan
City Administrator

_____

George Miller
Chief of Police

CITY COUNCIL
AGENDA ITEM SUMMARY

MEETING DATE: September 15, 2025
AGENDA ITEM: 8f

TO:	City Council
FROM:	Chief George Miller
SUBJECT:	Mutual Aid Agreement with Clemson University Police Department

REQUEST

To approve a Mutual Aid Agreement with Clemson University Police Department to assist with event security and other activities needed.

HISTORY/BACKGROUND

Mauldin Police Department has been supporting Clemson University Police Department (CUPD) with event security, especially for home football games, for approximately 18 years. This cooperative relationship has built a long-lasting rapport between Clemson, MPD and multiple other agencies that participate in similar activities.

ANALYSIS or STAFF FINDINGS

This year, CUPD is requesting to codify this relationship into a Mutual Aid Agreement with participating jurisdictions to specifically outline duties, responsibilities, compensation terms, and more. This agreement mirrors many of the other Mutual Aid Agreements in place. This does not change the nature of our participation and CUPD will still be paying for officer time while engaged in activities with Clemson PD.

Additionally, with this Agreement, the Mauldin PD will be able to call upon the services of CUPD, if necessary, to aid with event security for our new stadium, and other activities.

FISCAL IMPACT

There will be no negative fiscal impact as these revenues and expenses have been included within the City's Fiscal Year budget.

RECOMMENDATION

Staff recommends we accept the Mutual Aid Agreement with Clemson University Police Department.

ATTACHMENTS

- Mutual Aid Agreement with Clemson University

STATE OF SOUTH CAROLINA

MUTUAL AID AGREEMENT

CITY OF MAULDIN

THIS AGREEMENT made and entered into this ___ day of ____ 2025 by and between the Mauldin Police Department and the Clemson University Police Department, Clemson, South Carolina.

WITNESSETH:

WHEREAS, Section 23-20-30 of the Code of Laws of South Carolina (hereinafter treated as "South Carolina Code") provides:

A. Any county, incorporated municipality, or other political subdivision of this State may enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions. All agreements must adhere to the requirements contained in Section 23-20-40.

B. Nothing in this chapter may be construed to alter, amend or affect any rights, duties, or responsibilities of law enforcement authorities established by South Carolina's constitutional or statutory laws or established by the ordinances of South Carolina's political subdivisions, except as expressly provided for in this chapter.

WHEREAS, South Carolina Code §23-20-40 provides:

A. All mutual aid agreements for law enforcement services must be in writing and include, but may not be limited to, the following:

(1) a statement of the specific services to be provided;

(2) specific language dealing with financial agreements between the parties;

(3) specification of the records to be maintained concerning the performance of services to be provided to the agency;

(4) language dealing with the duration, modification, and termination of the agreement;

(5) specific language dealing with the legal contingencies for any lawsuits or the payment of damages that arise from the provided services;

(6) a stipulation as to which law enforcement authority maintains control over the law enforcement provider's personnel;

(7) specific arrangements for the use of equipment and facilities; and

(8) specific language dealing with the processing of requests for information pursuant to the Freedom of Information Act for public safety functions performed or arising under these agreements.

B. Except as provided in subsection (C), a mutual aid agreement entered into on behalf of a law enforcement authority must be approved by the appropriate governing bodies of each concerned county, incorporated municipality, or other political subdivision of this State. Agreements entered into are executed between governing bodies, and, therefore, may last until the agreement is terminated by a participating party of the agreement.

C. An elected official whose office was created by the Constitution or by general law of this State is not required to seek approval from the elected official's governing body in order to participate in mutual aid agreements.

D. Provided the conditions and terms of the mutual aid agreements are followed, the chief executive officers of the law enforcement agencies in the concerned counties, incorporated municipalities, or other political subdivisions have the authority to send and receive such resources, including personnel, as may be needed to maintain the public peace and welfare.

E. The officers of the law enforcement provider have the same legal rights, powers, and duties to enforce the laws of this State as the law enforcement agency requesting the services.

WHEREAS, the Clemson University Police Department ("CUPD") exists and operates as a local law enforcement authority and political subdivision as defined by and within the meaning of South Carolina Code §§23-20-20 and 23-20-30;

WHEREAS, the Mauldin Police Department ("MPD") exists and operates as a local law enforcement authority and political subdivision as defined by and within the meaning of South Carolina Code §§23-20-20 and 23-20-30;

WHEREAS, CUPD and MPD (treated individually as "Party" and collectively as "Parties") desire to enter into the instant Mutual Aid Agreement ("Agreement") for the purpose of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, or other emergency situations;

WHEREAS, the purpose of this Agreement is to set forth the scope of such mutual aid and the responsibilities of the Parties as may be necessary for the proper and prudent exercise of public safety functions in conformity with South Carolina Code §§23-30-30 and 23-30-40 as set forth above.

NOW, THEREFORE, in consideration of the mutual promises and considerations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

(1) <u>Specific Services Provided & Procedure</u>.

Upon receiving a request for assistance from the other Party ("Requesting Party"), CUPD and MPD agree to transfer law enforcement officers from their jurisdiction to the Requesting Party's jurisdiction on a temporary basis to assist the Requesting Party in administering the proper and prudent exercise of public safety functions.

- **Authority Upon Transfer:**

When so transferred, such law enforcement officers shall possess all of the powers and authority of a law enforcement officer employed by the jurisdiction of the Requesting Party as provided by South Carolina Code §23-20-40(E).

- **Bases for Requests for Assistance:**

CUPD and MPD may request from one another assistance by way of the transfer of law enforcement officers on a temporary basis in response to any law enforcement related need to assist the Requesting Party in administering the proper and prudent exercise of safety functions in their respective jurisdictions.

Examples: Illustrative but non-exhaustive examples of such situations contemplated by the Parties as potentially necessitating assistance include but are not limited to:

i. Emergency situations;
ii. Events involving or presenting the threat of imminent riot and disorder;
iii. Occurrences involving or threatening imminent natural disaster;
iv. Mass processing of arrests;
v. Transporting of prisoners;
vi. Operating temporary detention facilities;
vii. Events of a terroristic nature, whether domestic or foreign;
viii. Events involving or presenting the risk of large-scale public safety concerns, injuries or death;
ix. Such other events or occurrences as the Requesting Party deems necessary and prudent to ensure the maintenance of public safety.

- **Procedure for Requesting Mutual Aid:**

i. **Initiating Request for Assistance:**

A request for assistance shall only be made by the senior duty officer of the Requesting Party (*i.e.,* the law enforcement agency requiring such assistance). The request shall include a description of the situation creating the need for assistance, the number of law enforcement officers requested, the location to which the requested personnel are to be dispatched ("Dispatch Site"), and the name of the officer-in-charge at such location.

ii. **Reply to Request for Assistance:**

A reply to any request for assistance shall only be made by the senior duty officer of the law enforcement agency ("Responding Party") whose assistance is requested. If the request is granted, the Requesting Party shall be immediately informed of the number of law enforcement officers to be furnished by Responding Party's senior duty officer. By granting the request,

the Responding Party's senior duty officer is deemed to have ordered any transferred law enforcement personnel to follow and be subject to the orders and commands of the officer-in-charge of the Requesting Party until released by such officer-in-charge or until such provisional order is recalled as provided by Paragraph 1(c)(iv) below.

iii. **Officer in Charge:**

Pursuant to the order of the senior duty officer of the Responding Party, the personnel temporarily transferred by the Responding Party shall report to the officer-in-charge of the Requesting Party at the Dispatch Site or by way of radio contact and shall be subject to the orders and commands of that official until a Release Order or Recall Order is issued, as provided by Paragraph 1(c)(iv) below. The assisting law enforcement officers of the Responding Party shall exert their best efforts to cooperate with and aid the Requesting Party.

iv. **Release:**

The law enforcement officers temporarily transferred by the Responding Party shall be released by the Requesting Party's officer-in-charge when their services are no longer required ("Release Order"), unless, prior to such release, the senior duty officer of the Responding Party orders such law enforcement officers to be recalled in order to respond to a situation within the geographical boundaries of the Responding Party's jurisdiction ("Recall Order"). In such latter event, the Responding Party and those law enforcement officers who were temporarily transferred shall use their best efforts to complete the requested service prior to being released.

v. **Radio Communication:**

Radio communication between law enforcement officers of the Requesting Party and the law enforcement officers of the Responding Party shall be maintained by use of the State regional radio channel system, unless a radio channel that is mutually shared by the Parties is otherwise available.

vi. **Primary Responsibility:**

It is agreed and understood that the primary responsibility of the Parties is to provide law enforcement services within the geographical boundaries of their

respective jurisdictions. Therefore, it is agreed that the Responding Party shall be the sole judge as to whether it can respond and to what extent it can assist with the Requesting Party's request for assistance.

(2) Payment for Assistance Requested by Requesting Party.

In the event law enforcement officers of a Responding Party are temporarily transferred to the Requesting Party's jurisdiction to assist the Requesting Party, CUPD and MPD agree the compensation of such law enforcement officers shall be treated as follows:

- **Compensation of Transferred Law Enforcement Personnel Unchanged:**

  A Responding Party's temporary transfer of law enforcement personnel pursuant to a Requesting Party's request for assistance under this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of such transferred law enforcement officers. Law enforcement officers temporarily transferred to a Requesting Party under this Agreement shall continue to be paid by the Responding Party where they are permanently employed.

- **Records of Services & Reimbursement:**

  Pursuant to South Carolina Code §23-20-40(A)(3), in the event a Responding Party temporarily transfers law enforcement officers to a Requesting Party, the Responding Party shall send an invoice to the Requesting Party identifying the date, time, Dispatch Site, the senior duty officer of the Requesting Party who made the assistance request, the names of the personnel dispatched by the Responding Party, the time of their release, and an itemization of the compensation paid by the Responding Party to such law enforcement officers during the time period of their temporary transfer.

  Upon receipt of the invoice, the Requesting Party shall reimburse the Responding Party for the expenses and services actually incurred in providing the services requested by the Requesting Party. In the event such invoices reflect an error, the Requesting Party shall bring such error to the attention of the Responding Party to discuss the need for a mutually agreed upon adjustment but, in the interim, shall reimburse all other invoiced amounts.

- **Employment Status:**

  Nothing herein shall be construed or interpreted to imply that the law enforcement officers temporarily transferred in accordance with this agreement shall be employees of the Requesting Party. All law enforcement officers temporarily transferred in

accordance with this Agreement shall exclusively remain the employees of the Responding Party.

(3) Records to be Maintained.

The Parties agree the following records shall be maintained in connection with any request for assistance made under this Agreement:

- **By Requesting Party:**

  Pursuant to South Carolina Code §23-20-40(A)(3) and in connection with any requests for assistance under this Agreement, the senior duty officer from the Requesting Party initiating such request shall, to the extent not otherwise maintained in the ordinary course or as required by applicable law, shall document all requests for assistance made under this Agreement including: the time and date of the request, a description of the situation creating the need for assistance, the number of law enforcement officers requested, the number of law enforcement officers dispatched if different than requested, the Dispatch Site, and the time when such requested personnel were released or recalled.

- **By Responding Party:**

  In addition to any other records kept in the ordinary and normal course or otherwise required by applicable law, the Responding Party shall maintain the documentation set forth in Paragraph 2(b) for purposes of ensuring full and fair reimbursement from the Requesting Party.

(4) Duration, Modification, and Termination of Agreement.

The Parties agree the following terms shall govern the duration, modification and termination of this Agreement:

- **Duration:**

  As provided by South Carolina Code §23-20-40(B), this Agreement shall continuously remain in effect until terminated by CUPD or MPD.

- **Modification:**

  The terms and conditions of this Agreement, as set forth herein, shall constitute the entirety of the terms and conditions agreed upon between the Parties regarding the subject matter hereof. No modification, amendment, or change of this Agreement

shall occur absent the express written consent of the Parties hereto. The Parties cannot waive this requirement orally or through the course of dealing.

- **Termination:**

  This Agreement may be terminated, at any time, upon sixty (60) days written notice to the other Party.

(5) Legal Contingencies, Lawsuits, or Payment of Damages.

Pursuant to South Carolina Code §23-20-40(A)(5), the Parties agree any legal contingencies, lawsuits, or payment of damages arising out of the performance of this Agreement shall be governed by the following terms and conditions:

- **Employees of Parties Shall Remain Financial Responsibility of Their Employer:**

  As set forth in Paragraph 2(c) above, all law enforcement officers temporarily transferred in accordance with this Agreement shall exclusively remain the employees of the Responding Party. Regardless of any term or condition of this Agreement or any course of performance hereunder, the Parties agree that they shall remain exclusively responsible and liable for all law enforcement personnel in their employment.

  All legal contingencies, lawsuits, or payment of damages, arising out of the performance of this Agreement, shall remain the financial responsibility, to the extent any exists, of the Party whose employee's act or omission gave rise to the liability, legal contingency, lawsuit or claim for damages, to the exclusion of the other Party.

- **Insurance:**

  It is agreed and understood that the Parties shall remain solely responsible for maintaining adequate insurance protection and worker's compensation coverage on their employees at all times, regardless of any term of this Agreement.

(6) Stipulation As to Authority of Officer-in-Charge of Requesting Party.

As provided by Paragraph 1(c)(iii), above, the senior duty officer of any Responding Party who orders the temporary transfer of law enforcement personnel to a Requesting Party shall be deemed to have ordered such law enforcement personnel to report to and be subject to the orders and commands of the officer-in-charge of the Requesting Party upon arrival at the Dispatch Site or otherwise by way of radio contact and shall temporarily remain subject to the orders and commands of that official until issuance of either a Release Order or a Recall Order, as described in Paragraph 1(c)(iv), above. The assisting law enforcement officers of

the Responding Party shall exert their best efforts to cooperate with and aid the Requesting Party.

(7) Use of Equipment and Facilities.

The Parties intend to use their own equipment and facilities in furtherance of their performance under this Agreement. However, the Parties acknowledge and recognize, from time to time, circumstances may arise where they may possess equipment or facilities that could assist the other Party in connection with assistance provided under this Agreement. If such circumstances arise, the Parties agree, to the extent practicable and consistent with their obligations to the constituents in their own jurisdictions, to cooperate with one another and to make use of any needed equipment and facilities to one another if possible. However, at all times, the decision to make any such facilities or equipment available shall remain in the sole discretion of the Responding Party.

(8) Freedom of Information Act Requests.

As recognized by South Carolina Code §23-20-40(A)(8) and in conformity with that provision, the Parties acknowledge and recognize they may come into possession of materials or information of a sensitive or confidential nature as related to the other Party when, or in connection with, providing mutual aid to one another under this Agreement. The Parties further recognize and acknowledge such information and materials may prove exempt from public disclosure pursuant to South Carolina Code §30-4-40 generally, and in particular, subsections (a)(3)(A)-(G) of that statute. As a result, the Parties agree to the process set forth herein to avoid the inadvertent disclosure of exempt materials and information of the other Party:

- **Good Faith and Reasonable Assessment**:

  If either Party receives a Freedom of Information Act ("FOIA") request for information or materials relating to a request for assistance under this Agreement, the Party receiving such request ("Recipient Party") shall make an initial, good faith and reasonable assessment to ascertain whether such request could potentially embrace materials exempted by South Carolina Code §30-4-40. Such evaluation must take into account not only whether the requested materials are exempt from disclosure from the standpoint of the Recipient Party but also the other Party to this Agreement ("Non-recipient Party").

  If, after conducting an initial assessment in good faith, the Recipient Party determines a reasonable possibility exists the requested materials or information may embrace matters over which the Non-recipient Party may consider as exempt from disclosure under South Carolina Code §30-4-40, the Recipient Party shall transmit the FOIA

request to the Non-recipient Party requesting a determination of whether the materials should be treated as exempt from disclosure and withheld.

- **Non-Recipient Review and Written Determination:**

  As soon as practicable after receiving such a request from a Recipient Party, the Non-recipient Party shall review the FOIA request and make a good faith determination of what, if any, materials embraced by the request should be withheld from public disclosure as exempted by South Carolina Code §30-4-40. After making such determination, the Non-recipient Party shall communicate its determination in writing to the Recipient Party identifying what, if any, materials should be withheld, specifying what exemptions apply, and provide a general explanation of the facts supporting the exemption(s)' application.

  Prior to receiving such response, the Recipient Party shall not disclose any materials or information which it has, in good faith, reasonably concluded might constitute materials the Non-recipient Party may deem as exempt from disclosure. The Recipient Party shall invoke any potentially applicable exemptions excusing disclosure of materials to which those exemptions may apply until it receives written confirmation from the Non-recipient Party to the contrary. Written confirmation of an exemption's application shall constitute a certification by the Non-recipient Party that a reasonable, good faith basis exists such that the Recipient Party may lawfully withhold the materials identified by the Non-recipient Party pursuant to the corresponding exemption(s) specified.

- **Need for Expeditious Action:**

  Both Parties acknowledge and recognize FOIA constitutes a remedial statute and, therefore, agree to act as quickly as practicable to make the determinations set forth in this paragraph to ensure the disclosure of non-exempt, public information and records is not unreasonably delayed and such materials unduly withheld from the public.

(9) Narcotics Investigators.

This Agreement shall not rescind, supersede, or modify any existing agreements between the Parties concerning the exchange and utilization of narcotics investigators, nor does this Agreement restrict in any way the normal cooperative activities between law enforcement agencies concerning on-going criminal investigations.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have hereto set their hands and seals the date first above written.

WITNESS

By:_____

_____

Date

MAULDIN POLICE DEPARTMENT

By:_____

Chief of Police

_____

Date

WITNESS

By:_____

_____

Date

CITY OF MAULDIN

By:_____

_____

Date

WITNESS

By:_____

_____

Date

CLEMSON UNIVERSITY POLICE DEPARTMENT

By:_____

Christopher M. Harrington, Interim Chief of Police

_____

Date

WITNESS

By:_____

_____

Date

CLEMSON UNIVERSITY

By:_____

Richard D. Petillo, Senior Vice President

VP Finance & Operations

_____

Date

CITY COUNCIL
AGENDA ITEM SUMMARY

MEETING DATE: September 15, 2025
AGENDA ITEM: 8g

TO:	City Council
FROM:	Donna DeRado, Judicial Director
SUBJECT:	Municipal Judge Administrative Judge Appointment Term

REQUEST

To appoint the Honorable Jonathan Smith as part-time Administrative Judge for City of Mauldin.

HISTORY/BACKGROUND

The City of Mauldin has several appointed part-time Administrative Judges who rotate on a weekend basis covering bond hearings, signing of warrants and executing surety bonds posted. These judges are paid on a set per-diem daily rate allotted for in our department budget and get paid for the days they are scheduled.

ANALYSIS or STAFF FINDINGS

As a part-time administrative judge position became vacant with the full-time hiring of Judge White, a replacement is needed to fill that role for Judicial. The job was posted and S.C. Certified Municipal Judge Jonathan Smith applied and was interviewed for the position. Judge Smith currently holds positions with the City of Simpsonville and Traveler's Rest in the same capacity. After interviewing, it is our belief he would be an asset to the Judicial department in that role. Judge Smith currently lives in Greenville County and is in good standing with SC Court Administration and SC Bar.

FISCAL IMPACT

There is no fiscal impact to the City associated with this request as the Judicial budget already includes the per diem financial obligation for this position.

RECOMMENDATION

To appoint Jonathan Smith as part time Administrative Judge through the expiration of a two-year appointment term.

ATTACHMENTS

- Resume previously distributed