



# CITY COUNCIL MEETING

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**MONDAY, OCTOBER 19, 2020 | 7:00 PM**

**City Council will meet at 7:00 p.m. in Mauldin City Hall Council Chambers, 5 East Butler Road**

Please note that members of the public may attend this meeting in-person but 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.

## AGENDA

- 1. Call to Order** Mayor Terry Merritt
  - a. Invocation
  - b. Pledge of Allegiance
  - c. Welcome
  
- 2. Proclamations and Presentations**
  - a. K9 Paco Proclamation
  - b. Red Ribbon Proclamation
  
- 3. Reading and Approval of Minutes** Mayor Terry Merritt
  - a. City Council Meeting –September21, 2020
  
- 4. Public Comment**
  
- 5. Report from City Administrator** Brandon Madden
  
- 6. Reports from Standing Committees**
  - a. Finance and Policy (Chairperson Reynolds)
  - b. Public Safety (Chairperson King)
  - c. Public Works (Chairperson Kraeling)
  - d. Economic Planning and Development (Chairperson Matney)
  - e. Building Codes (Chairperson Kuzniar)
  - f. Recreation (Chairperson Black)
  
- 7. Unfinished Business Ordinances – None**
  
- 8. New Business**  
**Standing Committee Items**
  - a. Amendment to the Purchasing Policy Councilor Reynolds
  - b. Amendment to the Vehicle Policy Councilor Reynolds
  - c. 26 Libby Lane Demolition Councilor Reynolds
  - d. Discussion on Boards and Commission Appointment Procedure Councilor Kuzniar
  
  - e. Extension of Agreement with SC Dept of Corrections Councilor Kraeling
  - f. Lighting Agreement with Laurens Electric Councilor Kraeling
  - g. West Butler Road Traffic Signal Agreement Councilor Matney
  - h. Agreement for Improvements to Old Laurens Road Councilor Matney
  
  - Committee of the Whole Items**
    - i. Project Crustacean Mayor Terry Merritt
    - j. Contractual Matter- Centerpoint
    - k. Motion to enter into Executive Session to Consider a Contractual Matter Related to Diversity and Inclusion Training as allowed by State Statute Section 30-4-70 (a) (2)
    - l. Possible action on items discussed in executive session

**9. Public Comment**

Mayor Terry Merritt

**10 Council requests**

**11. Adjournment**

**PROCLAMATION**

WHEREAS, K9 Paco has worked for the City of Mauldin for 11 years and is 14 ½ years old; and

WHEREAS, Paco is a Belgian Malinois and was born in Holland. He was certified in 2009 and 2011 in narcotic detection by the NPCA (National Police Canine Association). Paco was certified as a Patrol Dog through NAPWDA (North American Police Work Dog Association), and each year from 2009-2020. Paco has been in a nationally published magazine, K-9 Magazine; and

WHEREAS, Paco has had a long and distinguished career in the City of Mauldin. He has been used on multiple search warrants. Paco has a large number of successful tracks where he has found elderly people with dementia, runaways, lost children, as well as tracking down criminal suspects. He has recovered money from an armed robbery that was hidden by the suspect. He has found guns and other items of evidentiary value discarded by fleeing suspects; and

WHEREAS, Paco has been instrumental in finding large amounts of narcotics over his career as a patrol dog. He is responsible for the seizure of at least 4 vehicles that were used in narcotic transportation as well as varying amounts of money; and

WHEREAS, Paco has also done many demos for schools, churches, civic groups, the citizen’s academy and the youth camps . He has logged over 4,500 hours in training and seminars.

WHEREAS, the City of Mauldin is grateful for Paco’s service in helping to keep this community a safe place to live; and

WHEREAS, Paco is now retired and will live out the rest of his life with his handler Lt. George Miller and his family;

NOW THEREFORE BE IT PROCLAIMED on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 that the City of Mauldin wishes Paco a long life and a peaceful retirement after his dedicated service.

\_\_\_\_\_  
Terry Merritt, Mayor

ATTEST:

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

REVIEWED:

\_\_\_\_\_  
Brandon Madden, City Administrator

PROCLAMATION

- Whereas,** communities across America have been plagued by problems associated with illicit drug use and those that traffic them; and
- Whereas,** there is hope in winning the war on drugs through education and reduction in demand, as well as the hard work of organizations such as the Young Marines of the Marine Corps League to foster a healthy drug-free lifestyle; and
- Whereas,** governments know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and
- Whereas,** the red ribbon has been chosen as a symbol commemorating the work of Enriquee “Kiki” Camarena, a Drug Enforcement Administration agent who was murdered in the line of duty and represents the belief that one person can make a difference; and
- Whereas,** the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts.

NOW THEREFORE, I, TERRY MERRITT, MAYOR OF THE CITY OF MAULDIN, SOUTH CAROLINA, DO HEREBY PROCLAIM OCTOBER 23-31, 2020 AS RED RIBBON WEEK IN THE CITY OF MAULDIN AND URGE THE CITIZENS OF MAULDIN TO JOIN ME IN THIS OBSERVANCE.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of October, 2020.

\_\_\_\_\_  
Terry Merritt, Mayor

ATTEST:

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



Minutes  
City Council Meeting  
September 21, 2020  
7:00 p.m.

Meeting Location: City Hall Council Chambers

Members present: Mayor Terry Merritt, Council members Taft Matney, Carol King, Jason Kraeling, Dale Black, Michael Reynolds, and Diane Kuzniar. City Attorney John Duggan and City Administrator Brandon Madden were also present.

**1. Call to Order**

Mayor Terry Merritt

- a. Invocation- Pastor Wade Leonard
- b. Pledge of Allegiance- Councilman Kraeling
- c. Welcome- Mayor Merritt

**2. Proclamations and Presentations**

- a. Justin Romero Proclamation  
Mayor Merritt read and presented the proclamation.

Amanda Taylor from AT&T presented the City with a check for \$50,000 to go towards the Swamp Rabbit Trail project.

**3. Reading and Approval of Minutes**

Mayor Terry Merritt

- a. City Council Meeting –August 17, 2020  
**Action: Councilman Black made a motion to approve the minutes as submitted with Councilwoman King seconding. Mayor Merritt made a note of a small change that had been made to the minutes since they were sent to Council.**  
**Vote: The vote was unanimous (7-0).**

**4. Public Comment- None**

**5. Report from City Administrator**

Brandon Madden

- a. Employee Recognition  
Mr. Madden recognized City Departments for their help with the BBQ festival this past weekend. He then announced Willie Stewart from our Recreation Department is now the President of SCAP.

**6. Reports from Standing Committees**

- a. Finance and Policy (Chairperson Reynolds)- Chairman Reynolds said he had one item on the agenda regarding capital and operational items. He also mentioned that Council would be having an audit meeting soon.

- b. Public Safety (Chairperson King)
- c. Public Works (Chairperson Kraeling)
- d. Economic Planning and Development (Chairperson Matney)
- e. Building Codes (Chairperson Kuzniar)
- f. Recreation (Chairperson Black)

**7. Unfinished Business Ordinances - Second Reading**

- a. An ordinance to provide for the annexation of Property owned by Access 100, LLC, and located along Old Laurens Road by one hundred percent petition method; and to establish a zoning classification of I-1, Industrial, for said property

Councilor Kuzniar

The City of Mauldin has received a signed petition requesting the annexation of a tract of land pursuant to South Carolina Code of Laws Section 5-3-150. This petition includes approximately 0.45 acres owned by Access 100, LLC, and is located along Old Laurens Road.

The applicant has requested that this tract be zoned I-1, Industrial, upon annexation into the City of Mauldin. The applicant has already begun construction of the Access Point Business Park on 53 acres adjacent to this site. The applicant recently acquired this 0.45-acre tract to add to this existing project site.

**Action: Chairwoman Kuzniar made a motion to accept this ordinance on second reading. Councilman Black seconded the motion.**

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

**8. New Business**

**Standing Committee Items**

Tire Amnesty- The City of Mauldin Public Works Department through its Sanitation Division has provided a disposal program for used/old tires. The current procedure is to pick up the tires and stockpile them at the Jenkins Facility until a full load of tires exists. Landfill requirements mandate that tires be separated from municipal waste and disposed of in a separate portion of the landfill. Additional requirements have included the licensure of the City as a "Waste Tire Hauler," and paperwork to include manifests for each tire.

In preparation for the closure of the Jenkins Street Facility, Public Works has been hauling off trash, brush, soil stockpiles, and an assortment of other junk stationed around the facility. Old and damaged equipment has been removed and the back side of the tract has been cleaned up. The continued stockpiling of tires on the tract is no longer a viable option.

The Public Works facility does not have additional storage space for tire storage; however, Public Works does not want to diminish or reduce services to City Residents. If a Tire Amnesty program is implemented with two pick-up dates (first Friday in April and October), Public Works could

collect all the tires City-wide and transport them directly to the landfill without stockpiling.

**Action: Chairman Kraeling made a motion to accept staff's recommendation for a Tire Amnesty Program. Councilwoman King seconded the motion.**

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

- b. Vegetation Management Procedure- Currently the City does not have a written procedure on how to handle and manage vegetation in the City of Mauldin. Chairman Kraeling said he was very impressed on how well written this document is.

**Action: Chairman Kraeling made a motion to adopt this procedure with Councilman Reynolds seconding.**

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

- c. Resolution approving the Sale and Transfer of property- In October 2020, Police Canine PACO was scheduled to retire out from the department due to age. PACO is currently 14 years old and worked on patrol for the past 11 years. With the recent promotion of Lt. George Miller, the decision was made go ahead a proceed with the retirement of Police Canine PACO two months early and purchase a new Canine for the department. This item was previously discussed during the August 2020 Council meeting. As part of the retirement of the Police Canine PACO, Lt. George Miller would take ownership of this City asset.

**Action: Chairwoman King made a motion to accept the resolution to approve the sale and transfer of Paco to Lt. George Miller. Councilman Matney seconded the motion.**

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

- d. Police Canine Purchase Update- A police canine purchase in the amount of \$8500 was approved for an out of state vendor in the August 2020 Council meeting. This week the Mauldin Police Department received information that a local vendor could provide a canine to the department for the same price. The extended training for the Canine and officer will still be conducted free of charge at the Greenville County Sheriff's Office and once training is completed, the canine will have certification from the North American Police Work Dog Association (NAP-WDA). There will be no increase in cost over the previously approved amount.

**Action: Chairwoman King made a motion to obtain a police canine from Astro Kennels in Simpsonville for the amount of \$8500. This action supersedes the previous action from last month's council meeting. Councilman Kraeling seconded the motion.**

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

- e. Take Home Vehicle Request- City Council is requested to approve the use of a take home vehicle Fire Marshall James Rice. This item came out of committee with no recommendation. A vehicle policy was passed in August 2017. The policy was a result of months of work. The policy allows take home vehicles for police and fire personnel who live within 10 miles of the City.

James Rice currently uses a city vehicle for inspections in the City and Mauldin Fire District and is called back for all undetermined or suspicious fire investigations after hours. He currently lives 20 miles outside the fire district line. Staff is requesting that Mr. Rice be given approval to use the city vehicle as a take home vehicle. This will allow for him to be

able to respond to fires after normal business hours in a timely manner.

Pursuant to the City's vehicle policy all requests for take home vehicles must be submitted in writing and approved by the City Administrator and City Council. The City Administrator approved the request. Councilman Reynolds asked under what circumstances Mr. Rice would be called in. Mr. Madden said Mr. Rice would come back in for a structure fire. This would be a way to be a little more efficient. Mr. Rice would be able to go directly to the scene of a fire instead of first having to report to the station to get a vehicle.

**Action: Chairwoman King made a motion to table this item. Councilman Reynolds seconded the motion.**

Councilman Matney asked the Fire Chief to come forward for comment. Councilman Matney asked Chief McHone how many times this year has Mr. Rice had to respond to a fire. Chief McHone answered approximately six times since January. Councilman Matney asked if he has lights in his personal vehicle. Fire Chief McHone answered no, no one has lights in their vehicles. Councilman Matney asked how much it would help a fire investigation if Mr. Rice was able to get there faster. Chief McHone said he would be able to respond and see the fire as it was burning. He can also be utilized on the fire scene for safety, or for whatever else the incident commander may need.

Mayor Merritt asked how many Deputy Fire Marshals the City has. Chief McHone answered 2-one is going through the training for the investigation part of the job. Mayor Merritt asked how quickly the Deputy Fire Marshal who lives in the City could respond. Chief McHone said he lives 1.1 miles away and could respond in less than 10 minutes depending on the location of the fire.

Mayor Merritt said the Deputy Fire Marshal that lives 20 miles away would take about an hour to respond. Mayor Merritt asked if the investigation started during the active fire. Chief McHone answered no, the investigation begins after the fire is extinguished.

Chairwoman King asked if the vehicle stays at the Feaster Road station. Chief McHone answered yes. Councilwoman Kuzniar asked how often he is on call. Chief McHone answered every day, 24 hours.

Chairman King said this is not personal but has to do with a policy that is 3 years old. It is important to respect the policy we have. If this is approved, the truck would have an additional 20 miles one way, per day. She does not believe this is an emergency situation. Councilman Kraeling asked if he lived within 10 miles, he could take the vehicle home, correct? Chairwoman King said that was correct.

Councilman Matney said he would vote no on the tabling motion. This is not just for investigation after the fact. We are dealing with fire and life safety issues and the Deputy Fire Marshal is a participating officer on an active fire. In the line of work they are in, seconds and minutes can mean the difference between life and death. We need to have all the personnel we can get. Police and Fire have very different functions from the rest of the departments.

**Vote: The vote to table was 6-1 with Councilman Matney dissenting.**

f. Funding Assistance Agreement

**Action: Chairman Matney made a motion to approve the funding source for Project Bosa in the amount of \$5,000. Councilman Reynolds seconded the motion.**

Van Broad said the City has grant money provided by GCRA in the form of CDBG funds that we get from the federal government. Businesses can use the money for façade improvements. The business has requested grant funding in the amount of \$5,000.

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

g. Approval of Capital and Operational Items (Pages 57-76)

**Action: Chairman Reynolds made a motion to approve these funding sources for capital and operational items. Councilman Matney seconded the motion.**

Chairman Reynolds commended staff on their fiscal responsibility and also thanked this Council and past Councils for their efforts resulting in a surplus.

The largest project is adding \$1.1 million to the CIP fund balance. This will also fund:

Increasing the Public Works Department's personnel budget

Training related to diversity and inclusion

Replacement of chairs for public seating in the Council Chambers/Courtroom

Repaving the City Park parking lot

Public Works information campaign

Construction of Swamp Rabbit Trailhead

Upgrades to the Miller Road Fire Station

Replacement of HVAC systems

Councilman Black asked why the difference in the HVAC numbers for units that are the same tonnage. Matt Fleahman said two of the units are heat pumps and will replace both heating and air. The third unit is an air conditioning unit only.

**Action: Chairman Reynolds made a motion to amend his motion to allow \$25,000 for Council initiatives on diversity and inclusion. There is already \$25,000 allowed for staff initiatives, and this would be an additional \$25,000 for Council initiatives for diversity and inclusion, for a total of \$50,000 for diversity and inclusion. Councilman Kraeling seconded the motion to amend.**

The funding source would be the CIP fund and would take the additional \$25,000 out of what would be allocated to the CIP fund balance. Councilwoman King said the additional funding would be for Council initiatives. The other \$25,000 is for staff funding.

**Vote: The vote on the amendment was unanimous (7-0). The vote on the motion as amended was unanimous (7-0).**

**Action: Councilman Matney made a motion to consider items H and I informally. Councilwoman King seconded the motion.**

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

## Committee of the Whole Items

Mayor Terry Merritt

### h. Cultural Center Auditorium Renovation

Councilman Matney asked Mr. Broad to talk about this project.

Mr. Broad said Phase II is comprised of a new lobby plan, which is more of a plaza. This will supersede the 2009 plan which called for a portico. The new lobby will contain:

1. Handicap accessible bathrooms
2. Warming kitchen
3. Loading patio for catering
4. New egress and ingress into the Lobby and Auditorium
5. New Plaza as an extension of the lobby waiting area will also serve as:
  - a. Reception leasing space
  - b. Extended area for patrons to relax
  - c. Overflow crowds
  - d. Entertaining venue for small productions and private gatherings

In the current budget, the lobby renovation is part of the Council approved 10-year Capital Improvement Program (CIP). With enough funding to commit to the Phase I portion of the lobby, staff plans to seek additional partners for phase II and III by submitting a grant requests to SCPRT for funding in the amount of \$200K. These grants will be matched by the funding included in the City's CIP. Additionally, staff will seek private donations for opportunities to name portions of the lobby and other areas in the center.

Phase II will contain most of what is noted in the new lobby plan and phase III will contain:

1. Complete fix of all window repairs
2. Renovate and relocate bathrooms beside auditorium
3. New ticket booth
4. Repair any and all ceiling drywall maintenance
5. Finish and complete sheetrock and painting green room
6. New awnings over front windows and others and lighting

An RFQ will be submitted in order to solicit a CMAR (construction Manager at Risk) to complete phase II and phase III of the lobby renovation. The Construction Manager at Risk (CMAR) is a delivery method which entails a commitment by the Construction Manager (CM) to deliver the project within a Guaranteed Maximum Price.

**Action: Councilman Matney made a motion to move forward with the renovations using the plan presented tonight and last week at the committee meetings that supersedes the 2009 plan.**

**Councilman Reynolds seconded the motion.**

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

### i. Project Crustacean

**Action: Councilman Matney made a motion to approve the contract for Project Crustacean. Councilwoman King seconded the motion.**

Councilwoman Kuzniar asked Mr. Broad what the square footage would be. Mr. Broad answered he was not sure but thinks probably 700-800 square feet. He said he would get the number and send it to Council. Mayor asked if the ramp in the back would be ADA compliant. Mr. Broad answered yes.

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

## 9. Public Comment

Mayor Terry Merritt

- a. Jennie Neighbors: Thank you. I live at 1 Cade Court here in Mauldin. Let me get my written word. I am not very good at speaking. I appreciate the funding for diversity and inclusion training. It is a great thing. I have been doing diversity and inclusion work for seven years. I know it is easy to feel like you are doing something if you are doing diversity and inclusion training. This is the first step, but not the most important step. I would like to talk about time and words.

As a white person, I understand that learning about racism can feel like action. It is big, powerful, and can be a revelation. But learning about racism is not action and doesn't change the status quo. Learning about racism is important but is not a step that changes policy. Making the world more just requires action. White friends, you have had time to listen to the gentlemen of the Concerned Citizens for Mauldin who have ever so patiently and generously tried to educate you and me and we must continue to learn. Don't take their generosity for granted. White people have been asking black people to be patient for a long, long time. The time that you have been given to learn is time that has been taken from those who have so patiently and graciously been trying to educate you.

They are being actively denied representation from the very Council you sit on. They do not trust you. Your thanks for their patience is not enough. I want to read a short piece from Martin Luther King's letter from Birmingham jail to the white churches, five white pastors from Birmingham. Great piece of writing of course. He writes that, he is talking about a friend of his.

"I have just received a letter from a white brother in Texas. He writes: "All Christians know that the colored people will receive equal rights eventually, but it is possible that you are in too great a religious hurry. It has taken Christianity almost two thousand years to accomplish what it has. The teachings of Christ take time to come to earth." Such an attitude stems from a tragic misconception of time, from the strangely irrational notion that there is something in the very flow of time that will inevitably cure all ills. Actually, time itself is neutral; it can be used either destructively or constructively. More and more I feel that the people of ill will have used time much more effectively than have the people of good will. We will have to repent in this generation not merely for the hateful words and actions of the bad people but for the appalling silence of the good people. Human progress never rolls in on wheels of inevitability; it comes through the tireless efforts of men willing to be coworkers with God, and without this hard work, time itself becomes an ally of the forces of social stagnation." I urge you not to allow time to stagnate and to represent all people in Mauldin fairly. I encourage you to keep going in the direction you are going and respect the people in the community who work so hard to make this a better place. Thank you.

- b. Reverend Wade Leonard: I live in Woodruff, but work at 150 S. Main Street in Mauldin. Thank you for allowing me to speak. My purpose in speaking tonight is to talk to you about Dale Black. After serving Mauldin First Baptist as an Associate Pastor, and Senior Pastor for the last 20 years, I have had the opportunity to build relationships with many of our church members as well as members of the community. Over that time, it is common for me to write a letter of reference for someone if they are applying for a job or speak by phone in regards of people's experiences. I have even appeared in court numerous times on someone's behalf, character,

or reputation. Tonight, I would like to speak on behalf of Dale Black.

I have known Dale and his wife, Judy, for more than 20 years. They are members in good standing for more than thirty years. During that time, I have had many conversations with Dale as well as opportunities to observe Dale in small group settings and in leadership roles in the church as well as the community. In that time, I have only known Dale to treat people with respect. He has a warm demeanor and a pleasant personality. He has a heart for serving. Over the years, he has shared with me when he disagrees with something at the church, which is not unique to him, I have heard things from other people as well. But, he has always done so in a good spirit, and I always knew he was for me and for the church and only wanted the best for our community and church. I have been and continue to be proud to call him my friend and brother in Christ.

Having said that, it doesn't mean that he is immune to poor choices or mistakes; none of us are. Some of the Facebook posts he shared are construed as inappropriate, but they do not warrant his removal from Council leadership. Let me be clear about this, I am not here to advocate for one position or the other regarding that matter. While I have served at Mauldin First Baptist for 20 years, I am not a resident of Mauldin and I do not have a vote. I want to close by being clear about this, I support Dale Black as my brother in Christ. To me, support doesn't mean you agree with everything they say or do, nor that there won't be consequences, but I believe, as Jesus, that our love for each other should be unconditional. I spoke to Dale directly, not to tell him what to do, but to simply let him know that I love him. That will continue. I pray no one here that hears or reads these words would look at me as for or against.

I have great respect for this City and for all those involved. I have great respect for my fellow clergy who have spoken out and I applaud the passion for justice and the need to shine light against the sin of prejudice. I am willing to serve and to help things. When all this began our church made this a point of prayer each week and I recently concluded an 8-week series about prayer. As Jesus said, may they all be one. This continues to be my prayer. Again, I am at the disposal of this community to serve and help in any way I can. Thank you for letting me share.

- c. Tim Brett: My name is Tim Brett. I live at 37 Endeavour Circle in Mauldin. I have lived in this great City for a lot of years, about 50. I started, a little background, because it will help share my point of view. I started in this City in 1975 as a Police Sergeant. Served 5 years in that role. I later had the opportunity to enter into politics and served this community in the General Assembly. I have spent the time and effort to lead the fundraising for the Jack Greer Library we have, and I have chaired the Mauldin Cultural Center in early years. I love this City and I love each of y'all. What I am going to say tonight is from the heart. It is not my intent to be disrespectful to anybody. I have known Dale for a long time. He is in my Sunday School class. He is a man of character and a Christian gentleman. He likes to stay on his phone too long. If I pull my phone up it is full of fake news and political opinions. One who is strongly opinionated about things could easily hit share, S H A R E. That is all you have to do.

Dale Black went to Parker High School. He is not very smart. He pushed the button and riled the masses. I felt sorry for him. I know you, Mayor, have met with the black clergy in the City and have had the opportunity to have conversations. I have a lifetime in politics and see things a little differently. I am in the twilight of my career.

What I spend most of my time on is serving as an Assistant Chaplain at Perry Correctional Institute. That is what my love is. That is what I do. Perry is a maximum-security prison located about 15 miles from here. If you have ever been to Perry, about 2/3 of the inmates are black. These are men that are hurting, they have no hope, they don't understand forgiveness, and their families don't see them. Most of the men are lifers there. I have had the opportunity to go there with Dale Black and serve Christmas dinner to a whole wing there. I had the opportunity to see the interaction with these folks and he gave them encouragement. I know what kind of man he is.

I know this has boiled and bubbled up. The thing that bothers me the most about this is I know Mauldin does not have a race problem. All of this demonstration and all of this conversation is throwing a bad light on our City. It bothers me that it is destroying our reputation. I personally find some of it to be rude, unfair, disrespectful, non-forgiving, and aggravating. I understand in today's times, circumstances are such that they can become a prop for a larger agenda. I don't mean any disrespect, but I do believe that enough is enough.

Finally, I had the opportunity to go on Facebook today and I searched several sites. One of the sites I searched was from Bruce Wilson, who is a very familiar person who feels strongly about his views with Black Lives Matter. I would like to read to you what he posted. "Don't get worked up over things you can't change, or people you can't change. It is not worth the anger, build-up, or the headache. Control what you can. Let go." That is the message I have tonight. Please let go. Let's move on. We need to heal. We understand the message, but we need to continue the wonderful life we have here.

- d. Phil Cochrane: I live at 435 Bishop Drive. I am here to talk about stormwater, and I know you are shocked. But first, I would like to say, thank you for all of you who are here. You are burning your family time and that is a non-renewable resource; you will never get it back. My thanks and respect to you for spending your time trying to help Mauldin. Most everyone knows an issue we have and that is unabated stormwater flow. For me, it is particularly painful. I get all the stormwater in my neighborhood at my house. Every time it rains 3 inches or more, my house floods. I have dealt with that for 25 years. I have contacted City Council, City Administrators, Mayors from previous administrations over and over again. I have provided DVDs, pictures, costs, everything, and nothing has ever happened. For the first time in my life, being a 25-year resident of the City of Mauldin, paying my taxes faithfully, I have a glimmer of hope with this administration and the people on this Council. What we used to be told, is that it is a County problem and when you would go to the County, they would say that is a City of Mauldin problem. You can see where that road leads. It is one big vicious circle.

I am seeing a little hope. I am seeing that in the last two elections, stormwater was a big issue and probably contributed to the fact that certain people did not get re-elected. It probably is why we now have a new Mayor. I am here asking for one thing. We have the Covid pandemic, City Center, Dale Black, and his thing here. Please don't forget about stormwater. It impacts people like me every time it rains. Every time it rains my house is damaged. Every time it rains, I have to drive over flooded city streets. I hope, since the City Attorney is here, that the City does not wind up spending money to compensate a family or some other litigant who hydroplanes on storm water flowing on the street and says we will seek a \$5 million judgement for the loss of my child, or pregnant wife or whatever. Again, I am here to say please don't forget about stormwater. It is a long-time problem in this City.

The ditches in my neighborhood have not been maintained for 40 years. I have been here 25 years. I live in a neighborhood where people have lived there for 40 years. Once the

neighborhood was put in, those ditches have not been touched by the City. I think liability could be easily established depending on the litigant. I don't want that to happen. I love this City. My son served on the Mauldin Police Department for a number of years. My grandkids live here; that is a big deal to me. I am just asking please don't leave us in the place we are in. I bet if I asked, people would raise their hand that they have been affected by stormwater flow. It needs to be in the ditches, culverts, storm drains, not flowing on the top of the ground where it causes difficult situations.

So, thank you for what is beginning to happen. Mr. Mayor, thank you for convening a committee. I think citizens will learn all about stormwater. I think all of you already know about stormwater, right? I know I am preaching to the choir. Our police department puts up barricades, our fire department is in their trucks anytime there is a deluge. You are aware. I appreciate what's happening. I won't go my whole five minutes.

Mayor Merritt: Actually, it was 5 minutes 40 seconds.

- e. Pastor Robert Simpson: I live at 420 Adams Mill Road. I am one of the ministers that have met with the Mayor. Good to see you again. I moved out of Piedmont into Mauldin, bought a house, and have two boys that go to Mauldin High School. One plays on C-Team and one plays on Varsity for football. I am the Pastor of Victory Temple Baptist Church. I have been there 13 years. I am the former President of the South Carolina PNBC, Progressive National Baptist Convention. I was President of the convention for four years over the State of South Carolina. I am the current President of the Baptist Ministers Fellowship of Greenville which consists of over 70-80 preachers.

When you are dealing with, when you are a leader, you are held to a certain standard. It is true, you can go to Facebook and look at share, but you have a choice. The choice was made by Mr. Black. This is not a personal attack. I don't know Mr. Black, but it is accountability and respect. You can stand up here and use Christian all day long. My forefathers heard that. Christianity. Forgiveness but yet you still get hurt.

It doesn't mean I don't love him. But is it fair to represent me? Me, a paying tax person here in Mauldin? It hurts to see my leadership with the explosive comments. It hurts. I don't believe in attacking, I don't believe in attacking his family. I don't believe in that. But when is this going to change? Pack it down? Where is the change? Will it change? Do you hear the voice of the community? I don't think so. I observed everyone coming in laughing. That's what friends do. But my friends tell me when I am wrong. They say, you are wrong. They don't stand behind walls. They say, Reverend, you are wrong. Things need to be changed. Mauldin, I love Mauldin. I don't have problems with water or people. I have a problem with the sin and what represents my people. It is not a racial thing; it is the right thing.

I like that. I would like to get two of those.

- f. Brad Steel: 156 Birkhall Circle in the Bonnie Brae neighborhood where the golf course was. I serve on the HOA. I was talking to a neighbor and he was approached by a developer and he mentioned that we are looking at potential stormwater issues as well with the remnants of the hurricane. Even yesterday morning there was still some standing water. I was on the City's website earlier and I saw the advisory group. I was wondering how I would get on it or if there is a mailing list. I may talk to you after. I know this is a comment section and I can ask questions. There are 600 homes going in there. I am trying to be a good neighbor and want to work with the appropriate groups and avoid what the gentleman spoke of. I just wanted you

to know the neighborhood of Bonnie Brae was concerned and wanted to avoid any kind of issues. Thank you.

- g. Pastor Clarence Thornton: I live at 114 Doppler Street in Greenville. I want to read you words from our Bible. Everybody wants to talk about the Bible. The Bible says, " Either make the tree good and its fruit good, or make the tree bad and its fruit bad, for the tree is known by its fruit." I can speak evil or good things, but out of the abundance of the heart, the mouth speaks. Good men bring forth good things and evil men bring forth evil things. But I say to you, for every idle word you say, a man will speak, and will give an account for it in the day of judgement. For your words, you will be justified and by your words, you will be forgiven."

The words didn't come out of my mouth; they came out of Councilman Black's mouth. The community is not pleased with you. The leadership needs to take action and they need to take responsibility for those actions. If it was a black person that said these things, and you had the white pastors and the white community come out, and state representatives, Lindsay Graham, and all them come to speak against it, against a black person. Would they still be here? From Taylors Baptist Church, would they speak against a black person? Would they still be here? Your neighbors have spoken against you. Have you noticed that the ones who come to endorse him all seem to be one color? Have you thought about that? We ask about racism, but racists are always good to their own color. A racist is always good to his own color. Look at the age groups, look at the Mayor of Spartanburg, look at his age. He grew up when blacks didn't have rights. He grew up in the old hatred.

We are going on a new path. Look at the NFL owners, NBA, look at Trevor Lawrence. Words have power. This country is one day going to live up to its creed, with Freedom, Liberty, and Justice for All. We have seen the symbols of hate being torn down. Your words have power. Lies have killed many people. Ahmaud Arbery is dead today because they thought he was a burglar running in his own neighborhood. Martin Luther King was killed because someone called him a communist. It riled up the white community so bad with fear, he is a communist, bad for the country, and a man got a rifle and assassinated him. Emmett Till was killed because a white man, no, in this case a white woman, said he whistled at her. Come to find out he never whistled at her. It riled the people up.

Racists always hide behind lies and they always hide behind fear. Hide behind lies and fear. And when you say stuff about the NAACP, that is creating fear. Matter of fact, those same people who created fear was the same ones that didn't allow women the right to vote. Those same people creating fear are against the NAACP that allows women to have the jobs you now have. It took Moses multiple times. God said set my people free. Jesus says set my people free, and now they are free. We are not going back in any kind of slavery. If you don't believe God set us free, then why did we have the Civil War? You want to take us back again. Then we had the Civil Rights movement, now you want to take us back. Look at what is going on in the country. When will you ever learn that those who are set free are free indeed? We are not going back to slavery and God will not allow us to go back to slavery.

You know a man by the company he keeps. By the fruit he bears. It is not what he puts in his mouth, but what comes out. I am asking this question and it will be my final idea. As we go home tonight, do we really have freedom in America and liberty and justice for all? I heard your plans tonight, but as you go home, remember this, we have a National holiday for Martin Luther King and I always ask myself why we don't have one for Billy Graham, or whatever. Why? Billy Graham wasn't willing to take that risk. He didn't want to go out there with the people. Jesus got out there and marched with the people. Thank you.

- h. Joe Robinson: Excuse me. I live on Ashmore Bridge Road in Ashmore Estates. For the last 5-6 years we have a lot of 18 wheelers and 2 and 5-ton trucks come up through there. It is near the CVS drug store on the corner. There used to be an island, and you moved the island and that is where the problem comes in. Instead of going through Conestee, those trucks go down Ashmore Bridge Road going to Donaldson Center. That road is too small and that is why it is always torn up. You can't turn because you might get hit. Those people are going real fast on that street. Bonnie Brae golf course was there but now they are putting in all those houses, so there is no point in those trucks coming on that street, period. They shouldn't be coming through there.

Mayor Merritt: Let me talk to you after the meeting and get your name and phone number so that we can get back with you.

#### **10 Council requests**

Councilwoman King asked the Mayor to send a list of the stormwater committee members to the Public Works Committee. Mayor Merritt said it is a group, not a committee. The initial meeting is tomorrow. Councilwoman King said she would like to know who the members are if she is asked.

#### **11. Adjournment- Mayor Merritt adjourned the meeting at 8:40 p.m.**

Respectfully Submitted,

Cindy Miller  
Municipal Clerk

# CITY COUNCIL AGENDA ITEM

**MEETING DATE:** October 19, 2020

**AGENDA ITEM:** 8a

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**TO:** City Council

**FROM:** City Administrator Brandon Madden

**SUBJECT:** **Changes to the Purchasing Policy**

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## REQUEST

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To request that City Council adopt a revision to the Purchasing Policy to eliminate the requirement for posting requests for proposal in the local newspaper.

## HISTORY/BACKGROUND

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The City of Mauldin purchasing policy was adopted in December 2007 and has had subsequent revisions in 2016, 2017 and 2019. Currently, the policy mandates that purchases greater than \$25,000 follow a formal Bid procedure. As part of that procedure, Advertisement is required. The policy states that, "All purchases...shall be publicly advertised at least once in a newspaper of general circulation in the city at least five (5) calendar days prior to the date established for receipt..." Additionally, the policy eliminates this requirement for professional services.

Additionally, City Ordinance Sec. 2-304. - Award to lowest bidder; advertising; when required., states that, "Newspaper notices, when required by the procedures manual, shall include a general description of the articles or services to be purchased, and shall state where specifications may be secured and the time and place for opening the bid."

## ANALYSIS or STAFF FINDINGS

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Newspapers have been a critical part of the American news landscape, but they have been hit hard as more and more Americans consume news digitally. Since the year 2000, newspaper readership has declined 51% (2019 - *Pew Research Center*). However effective this publication requirement was, it is now less than half as effective. The advent of the information age has allowed for goods and services to be searched nationwide and prices to be obtained instantly. The ultimate goal of obtaining exactly what is budgeted for, at the lowest price, can be accomplished instantly on a computer.

Transparency of government when spending public funds is also of mention in regard to the publication requirement. This transparency is essentially satisfied with the publication of the request for proposal on the City's website and the State Procurement website. The City could drive additional internet traffic to this publication by including information on all social media platforms.

### **TIMELINE**

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If approved, the program would begin immediately.

### **RECOMMENDATION**

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It is recommended that the purchasing policy be revised to eliminate the newspaper publication requirement, and the ordinance is amended to remove the reference to newspaper publications. It is also recommended that information be sent out on the social media platforms to drive traffic to the posting on the City's website.

### **ATTACHMENT**

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City Purchasing Policy



**PROCUREMENT POLICY  
 ORIGINALLY ADOPTED DECEMBER 17,  
 2007  
 CREDIT CARD POLICY ADOPTED JULY,  
 2016  
 UPDATED OCTOBER 16, 2017  
 UPDATED JANUARY 22, 2019  
 UPDATED APRIL 17, 2019**

## **SUMMARY OF CHANGES**

### **NEW POLICY**

### **OLD POLICY**

City Administrator approves up to \$15,000	City Administrator approves up to \$5,000
No Council Approval for purchase of budgeted items up to or less than budget amount	All purchases over \$5,000 required Council approval
Unbudgeted items up to \$15,000 – City Administrator can approve	Same as above – Council approved all purchases over \$5,000
Unbudgeted items over \$15,000 – Require City Council Approval	Same
Informal Bids required on \$5,000 up to \$15,000	Informal bids required on \$1,000 up to \$5,000
Written Invitations required - \$15,000-\$25,000	No written invitations required- only informal & formal requirements
Formal Bid Procedures required -\$25,000 or more	Formal Bids required \$5,000 or more
Emergency purchasing	

#### **EXISTING SECTIONS RETAINED FOR:**

Emergency Purchasing  
 Vender/Mf. Rebates  
 Credit Card Policy & Procedures

#### **SECTIONS ADDED FOR:**

General Provisions	Explains purpose and clarifies policy goals
Purchase Orders	Explains detail use of two types
Bidding Requirements	Provides details of each level
Bid Specifications	Provides detail requirements
Approval of Council	Provides detail of when approval is required
Other Issues	

#### **NEW DETAIL SECTIONS ON:**

Sensitive Procurement  
 Cooperative Purchasing  
 Materials Testing  
 Bonding  
 Construction contracting  
 Negotiations  
 Multistep sealed bidding  
 Professional Services

Information to bidders

Procurement Responsibility  
Inventory and Surplus Property  
Emergency Purchasing

## **PURPOSE:**

This is the City's policy for the purchase of tangible assets – materials, supplies, equipment, and construction as well as the procurement of professional services. Purchasing guidelines have been established to ensure compliance with state and local laws regarding the manner in which the City procures its supplies, services and other products for use. The City purchasing policy will govern the procurement of supplies and services per the Purchasing Ordinance (Mauldin City Code Article 6. Et seq.).

## **GENERAL PROVISIONS**

The purpose of this policy is to provide for the fair and equitable treatment of all activities involved in public purchasing by the City, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity. This policy shall provide, but not be limited to, the following:

- a. To consolidate, clarify, and modernize procurement by the City
- b. To provide adequate procurement oversight by the City Council
- c. To require the adoption of competitive procurement practices by all departments of the City
- d. To promote increased public confidence in the procedures followed in public procurement
- e. To ensure the fair and equitable treatment of all persons who deal with the procurement system
- f. To provide increased economy in procurement activities and to maximize to the fullest extent practicable the purchasing values of public funds
- g. To provide safeguards for the maintenance of a procurement system of quality and integrity with clearly defined rules for ethical behavior on the part of all persons engaged in the public procurement process
- h. To develop an efficient and effective means of delegating roles and responsibility to the staff and various municipal departments with oversight of the City Administrator.
- i. To develop procurement capability responsive to appropriate user needs

## PURCHASE ORDERS

The City uses two types of purchases orders. “Small Purchase Orders” are stamped price quotes used for purchases up to \$5,000. “Large Purchase Orders” are issued electronically through the City’s financial software for purchases of over \$5,000.

### Small Purchase Orders:

- Use -Procurement of goods or service of **less than \$5,000**  
Small purchase orders are used if a purchase is \$5,000 or less excluding tax and shipping charges. Purchases under \$5,000 require no bidding.
- Approval-up to \$2,500 – Department Designee  
City department heads may assign department designees to prepare and approve small purchase orders up to \$2,500.
- Approval-up to \$5,000 – Department Head  
City Department heads may approve small purchase orders for budgeted items up to \$5,000.
- No Bids Required for Under \$5,000  
No formal or informal bidding is required for purchases less than \$5,000. However, it is recommended that department heads and all City employees do price comparisons to acquire the best price on items purchased. In addition, all City employees are encouraged to utilize Mauldin vendors on all purchases where local prices are competitive. Department heads are encouraged to request evidence from their department staff prior to approval of the small purchase order to document compliance with this recommendation.

The department head or department purchasing designee should complete and sign a detailed purchase order prior to an employee purchasing an item. Upon return with the goods, the purchase order and receipt should be reviewed and signed by the department head or his/her designee and forwarded to the Accounts Payable Clerk for payment with invoice or receipt attached and proper cost code listed. Only individuals listed on the A/P Clerk’s list of authorized signatures will be allowed to approve purchase orders. All others will be returned to the department head.

### Large Purchase Orders:

- Use -Procurement of goods or service of **more than \$5,000**
- Approval – City Administrator  
Purchase orders over \$5,000 require City Administrator approval. The department head will complete the purchase order in detail, sign it and forward it to the City Administrator for approval. The City Administrator will ensure that all bid requirements per purchasing policy have been followed. Once approved, the purchase order will be forwarded to the Accounts Payable Clerk along with bid documentation. See Bid Requirements section. Additional Council approval may be required, see Council Approval section of this document.

## **BIDDING REQUIREMENTS:**

### **Purchases > \$5,000 < \$15,000**

- **Informal Bids Required**  
For all budgeted purchases larger than \$5,000 but less than or equal to \$15,000 , a large purchase order must be completed with documentation of attempts to obtain at least three informal bids (verbal or written) or sole source justification attached. City Administrator must approve all sole source purchases for items over \$5,000. Verbal quotes must be documented and submitted to the AP clerk for review and entry into the computer system, computer generated PO is then approved and signed by the City Administrator.
- **Approval – City Administrator**  
Upon award of bid, the department head will complete and sign a large purchase order and submit it for City Administrator approval. The large purchase order form contains three columns, the verbal or written bids will be tallied in detail on the P.O. form. The signed and approved purchase order completed in detail will be given to the Accounts Payable Clerk along with copies of documentation/notation of solicitation of bids or price quotes and copies of any written bids received. All original bid records will be kept by the A/P clerk. The City Administrator will ensure that all departments comply with the requirement providing documentation of requests for informal bids.

### **Purchases > \$15,000 < \$25,000**

- **Written Invitations for Written Bids or Proposals required**  
Offers shall be requested in writing from at least three sources. The invitation or request for purchases of more than \$15,000 but less than \$25,000 must be accomplished in writing. This may be via letter, fax or email. All copies of written invitations will be submitted with the purchase order to the City Administrator for approval. *Only purchases less than \$15,000 may be accomplished by verbal solicitation -see above.*
- **Approval – City Administrator – Budgeted Purchases**  
Upon award of bid, the department head will complete and sign a large purchase order and submit it for City Administrator approval. If the purchase is for a budgeted item and the bid awarded is for less than or equal to the budget, no additional formal Council approval is needed. The large purchase order form contains three columns, the written bids will be tallied in detail on the P.O. form. The signed and approved purchase order completed in detail will be given to the Accounts Payable Clerk along with copies of written solicitation of bids or price quotes and copies of any written bids received. All original bid records will be kept by the A/P clerk. The City Administrator will ensure that all departments comply with the requirement of written invitations to bid.

## **BIDDING REQUIREMENTS: (CONTINUED)**

### **Purchases > \$25,000**

- Formal Bid procedures are required.
- Formal Requests For Proposals will be prepared.  
RFPs will be mailed, emailed or faxed to at least three vendors of the items/items to be purchased. Care will be taken to include all City and local vendors.
- Advertisement is required.  
All purchases where the cost exceeds twenty-five thousand (\$25,000) dollars, shall be publicly advertised at least once in a newspaper of general circulation in the City at least five (5) calendar days prior to the date established for receipt and opening of bids or proposals; provided, however, that in the case of professional services, this section shall not apply. The newspaper notice shall include a general description of the materials, equipment, or services to be purchased, where bid forms and specification may be obtained and the time and the place for the bid opening.
- Sealed Bidding will be required.  
Bids/ proposals shall be delivered/submitted to the City Administrator securely sealed in an envelope, and shall be identified on the envelope in accordance with bid instructions. Bids/proposals not properly sealed shall not be opened and will be returned to the bidder. Bids/proposals shall be opened in public at the time and place stated in the public notices. The amount of each bid/ proposal and such other relevant information as may be specified, together with the name of each bidder, shall be tabulated. A tabulation of all bids/proposals received shall be available for public inspection.
- Approval – City Administrator / Budgeted Purchases.  
Upon award of bid, the department head will complete and sign a large purchase order and submit it for City Administrator approval. If the purchase is for a budgeted item and the bid awarded is for less than or equal to the budget, no additional formal Council approval is needed. The large purchase order form contains three columns, the written bids will be tallied in detail on the P.O. form. The signed and approved purchase order completed in detail will be given to the Accounts Payable Clerk along with copies of written solicitation of bids or price quotes and copies of all written bids received. All original bid records will be kept by the A/P clerk. The City Administrator will ensure that all departments comply with the formal bid requirements..

<b>Purchase Amount:</b>	<b>Purchase Order Type:</b>	<b>Approval Required:</b>
Purchases up to \$2,500	Small P.O.	Approval by authorized department designee
Purchases up to \$5,000	Small P.O.	Approval of Department head
Purchases over \$5,000- up to \$15,000	Large P.O.	Approval of City Administrator
Sole Source –over \$5,000 – up to \$15,000	Large P.O.	Approval of City Administrator-with communication to City Council
Budgeted purchases equal to or less than budget amt	Large P.O.	Approval of City Administrator
Budgeted purchases with bids exceeding budgeted amounts	Large P.O.	Up to \$15,000 – City Administrator More than \$15,000- City Council
Unbudgeted purchases up to \$15,000	Large P.O.	Approval of City Administrator-with communication to City Council
Unbudgeted purchases exceeding \$15,000	Large P.O.	Approval of City Council
Emergency Purchases	Large P.O.	Approval of City Administrator- with communication to City Council

## **BID SPECIFICATIONS**

The City Administrator shall have the authority to reject any or all bids/proposals for any supplies, materials, equipment or contractual services, to waive technicalities and to make an award in the best interest of the City within the limits defined by this policy. All contracts for City improvements, material, equipment or services shall be awarded to the lowest responsible bidder; provided, however, in the case of professional services or consultants, this section shall not apply. In determining “lowest responsible bidder”, the City Administrator will consider, in addition to price, the ability, capacity, skill, and financial resources of the bidder to perform the contract or provide services, whether the bidder can perform the contract or provide the services promptly without delay, the character, integrity, reputation, judgment, experiences, and efficiency of the bidder, the quality of performance, the quality, availability and adaptability of the supplies or service to the use required, the ability of the bidder to provide maintenance, parts, and service, the quality and suitability of a product based on past performance, and the ability, capacity and skill of the vendor to train personnel.

When the award is not given to the lowest bidder, a full and complete statement of the reason for placing the order elsewhere shall be prepared by the City Administrator, filed with the papers relating to the transaction, and reported to council.

The City shall not accept the bid/ proposal from a vendor or contractor who is delinquent in the payment of taxes, license, or other monies due the City.

Corrections or withdrawal of inadvertently erroneous bids/ proposals before bid opening, withdrawal of erroneous bids after award, or cancellation of awards or contracts based on such bid mistakes may be permitted by the City Administrator where appropriate. Any bidder may, by requesting in writing, withdraw his or her bid/ proposal for any reason prior to the scheduled bid opening.

After bid/ proposal opening, no changes in prices or other provision of bids prejudicial to the interest of the City or fair competition shall be permitted.

All suppliers solicited shall be afforded complete, unbiased information as to the description or requirements of the goods and services including any special conditions of the expected procurement.

All bidders shall be afforded time considered reasonable by the City to provide verbal or written bids or proposals. Written responses shall be acceptable by hand delivery or mail.

All responses received shall be evaluated for price, quality, acceptability as specified, availability of goods or services, past performance, transportation or any other special cost or factors which may apply, including any special conditions or exceptions which the bidder may have stipulated.

## APPROVAL OF CITY COUNCIL

### *Budgeted Purchases:*

If the purchase is for a budgeted item and the bid awarded is for less than or equal to the budget, no additional formal Council approval is needed. However, the department head and City Administrator will communicate all such purchases to the Council in the monthly reports and during committee meetings. **Notification of a capital purchase will be made to the Committee Chair prior to purchase whenever practical.**

### *Unbudgeted Purchases:*

City Council must approve all unbudgeted purchases exceeding \$15,000 except where an emergency exists. (see Emergency Purchases). The City Council authorizes the City Administrator to approve any purchase, budgeted or unbudgeted up to \$15,000.

### *Bid Awards:*

Award to other than low bidder when the cost does not exceed \$15,000 will be approved by the City Administrator.

## REPORTING TO CITY COUNCIL

All expenditures will be reported to City Council in the monthly financial reports. Detailed monthly financial reports and budget to actual comparisons will also be reviewed and discussed by department heads during monthly committee meetings with Council members. Further detailed reporting will be available to Council members upon request.

## OTHER PROCUREMENT ISSUES

### Sole Source

The City Administrator must approve all sole source purchase orders. Department heads must submit documentation/evidence of sole source to the City Administrator.

### Emergency Purchase

#### Emergency Purchase

An “emergency” shall be deemed to exist under anyone or more of the following circumstances:

- A great public calamity;
- An immediate need to prepare for national or local defense;
- A breakdown in machinery, facilities or essential services which requires the immediate procurement of goods and/or services to protect the public welfare, health, safety, property, or personal/confidential information;

- An operation directly affecting the public welfare, health, or safety, the protection of public property, or personal/confidential information, is so severely impacted by any cause that personal injury or property destruction appears to be imminent and probable unless goods and/or services designed or intended to mitigate the risks thereof are procured immediately; or
- An ongoing City project, which is of such a nature that the need for particular goods and/or services can only be ascertained as the project progresses and, when ascertained, must be satisfied immediately for the preservation of public welfare, health, safety or property.

Ample opportunity for competitive bidding will be given in accordance with the above details of this purchasing policy. However, in the event of an emergency affecting the public welfare, health or safety, the purchasing provisions of this policy may be waived, per City Ordinance Sec. 2-303 (Code 1994, § 2-223), when, in the judgment of the City Administrator, such an emergency exists, the purchase of necessary items may be made as follows:

Upon declaration of an emergency, the department head should determine vendors having needed items and obtain price quotes if possible. The department head will obtain City Administrator approval to complete the purchase. If time allows, the department head will prepare a purchase order; if time does not permit, the department head may file the required purchase order after the crisis is over.

Within 10 calendar days of the emergency, a full report of the circumstances of an emergency purchase shall be filed by the City Administrator with the City Council and appropriate committees and shall be entered in the minutes of the council and committees

### **Sensitive Procurement**

When it is determined that unlimited solicitation may jeopardize sensitive operations, a limited solicitation shall be authorized with such competition as practicable under the circumstances. Unless authorized otherwise by the City Administrator, sensitive procurement shall be limited to legal services for outside council other than the City Attorney; certain goods; financial services such as financial advisors and rate consultants; or, services for the Police Department. In all such cases, the appropriate department head must seek the approval of the City Administrator or authorized designee prior to ordering.

### **Cooperative Purchasing**

The City shall have the authority to purchase supplies through other cooperative purchasing plans, such as purchasing under State contract. Such purchases shall not require the formality of publication and receipt of competitive bids, however they will require approval of the City Administrator. Documentation of cooperative purchasing will be submitted with the purchase order to the A/P clerk.

### **Materials Testing**

The City Administrator shall have the authority to require chemical and physical tests of samples submitted with bids and samples of deliveries, which are necessary to determine their quality and conformance with the specifications. In the performance of such tests, the City Administrator shall

have the authority to make use of laboratory facilities of any agency of the City government or any outside laboratory.

### **Bonding**

When deemed to be in the best interest of the City, the City Administrator may require bid bonds to be submitted by vendors as part of the bidding documents. Bid bonds shall be returned to any unsuccessful bidder and the successful bidder upon execution of a contract. A successful bidder shall forfeit any bid bond upon failure to enter into a contract within ten (10) days after award, provided, however, that the City, in its uncontrolled discretion, may waive this forfeiture. The bid security should be in an amount equal to at least 5% of the amount of the bid at minimum. When the invitation for bids requires security, noncompliant requesters will be notified that their bid will be rejected.

Performance bonds- When deemed to be in the best interest of the City, the City Administrator may require a performance bond for the full amount of the contract from the successful bidder; provided, however, that this has been specifically stated as part of the bid criteria. Failure on the part of the contractor to complete the contract would result in forfeiture of performance bond. Bond shall be returned to contractor upon completion of contract, provided performance is satisfactory to the City in accordance with the specification and terms of the contract.

### **Construction contracting**

The method of construction contracting administration used for a City construction project shall be determined to be that method which is most advantageous to the City and result in the most timely, acceptable quality, economical, and successful completion of the construction project.

All contracts valued at \$25,000 or greater shall be awarded by sealed bidding pursuant to the procedures as set forth elsewhere in this policy and with the following exceptions:

The invitation shall include, but not be limited to, all contractual terms and condition applicable to the procurement.

Bids shall be accepted unconditionally without alteration or correction except as otherwise authorized in this chapter. The invitation for bids shall set forth all requirements of the bid including the following:

Where required by the invitation, all responsible bidders shall include subcontractor information as specified.

Any bidder in response to an invitation for bids shall set forth in his or her bid or offer the areas and the locations of the place of business for each subcontractor who will or is expected to perform work or render service to the prime contractor to or about construction, and who will specifically fabricate and install a portion of the work which is expected to exceed 3% of the prime contractor's total base bid, or any subcontractor whose construction elements are deemed vital by the City for the project and so listed and specified by the City in the invitation and the bidding documents.

Failure to list subcontractors when required and specified by the invitation in accordance with this section may render the prime contractor's bid to be nonconforming.

No prime contractor whose bid is accepted in accordance with the section shall submit any person as subcontractor in place of the subcontractor listed in the original bid, except with the consent of the City. The City reserves the right to reject any and all subcontractors for justifiable cause with the substitute to be agreed upon by both parties.

The City shall make available to all in attendance, a copy of the bid tabulation at the public opening for the bids. Like information shall be provided to those not in attendance at the opening when so requested in writing.

### **Negotiations**

Generally, sealed bids are not negotiated, but, in the event all bids exceed available funds or are considered unreasonable, the City Administrator shall be authorized in situations where the City's best interest precludes re-solicitation of work, goods, or services for a reduced scope to negotiate an adjustment in the bid price, including a change in the requirements, with the low, responsive and responsible bidder.

In the event that negotiations do not result in a price or scope of work or services which would be acceptable, the City, at its discretion, may terminate all negotiations with the lowest bidder, and enter into new negotiations with the next lowest bidder, and likewise the third and sequential bidders should negotiations not be productive with the second lowest bidder.

Subsequent negotiations shall be conducted in like manner as with the first bidder. No changes or reductions in scope of work or services shall be permitted during negotiations with sequential bidders that was not permitted or offered with in the negotiations with previously responsible bidders.

In conducting negotiations, there must be no disclosure of any information derived from bids submitted by competing bidders.

### **Multistep sealed bidding**

When it is considered initially impractical to prepare a purchase description complete with specification to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been qualified under the criteria set forth in the first solicitation.

### **Professional Services**

Professional services are exempt from the competitive bidding process whenever the provider is customarily employed on a fee basis rather than through competitive bidding. (Examples: architects, attorneys, accountants, auditors, appraisers, computer consultants, engineers, physicians, etc). A request for proposal or qualifications may be solicited for professional services.

### **Code of Ethics**

Public employment is a public trust. It will be considered a breach of that public trust for City of Mauldin employees to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process for any reason including but not limited to kickbacks, friendship or gratuities.

No department will be permitted to break down purchases of supplies, materials, services, vehicles, machinery, equipment, appliances, apparatus, construction, repair and maintenance for the purpose of avoiding the procedural requirements that would have applied had the items been appropriately grouped together and purchased at the same time.

No City official or employee, elected or appointed, shall knowingly provide false or misleading information to any vendor or bidder wishing to do business with the City. The purchasing process, including the sale of surplus property, shall be open to prospective bidders or suppliers, and all parties shall have equal access to pertinent information; however, any information or statistics accumulated during the course of a bid process, including the number of bids received, or the identity of the parties from whom bids have been received is considered confidential information and should not be disclosed until the time of bid opening whenever disclosure of such information could result in a competitive advantage to one or more vendors or bidders or when not in the best interest of the City.

In addition, the City also requires ethical conduct from those with whom the city does business. Any effort by a vendor or bidder to influence an employee to violate the code of ethics will be considered grounds to dismiss or reject any current or future bids from that vendor, if in the judgment of the City Administrator that even the appearance of wrong doing has occurred.

### **Procurement Responsibility**

Departments shall insure that prices are competitive and that local vendors are utilized whenever possible.

It will be the responsibility of the department head to ensure compliance with the purchasing ordinance. Failure to do so may result in the denial of the purchase and or disciplinary action.

The Finance department will monitor all departments' compliance with the purchasing policy and report issues to the City Administrator.

### **Discrimination Prohibited**

In the solicitation of bids or contracts, the City of Mauldin shall not discriminate because of race, religion, color, sex or national origin of the bidder or offeror.

## **RECEIPTS & INVOICE PROCESSING PROCEDURES**

The original approved purchase orders are held by the Accounts Payable Clerk and attached to the invoice when paid. A copy of the purchase order is returned to the department head to be given to the vendor.

All purchase orders and purchase order stamps are ordered through the Accounts Payable Clerk and are distributed to department heads and administrative personnel as required. It is the Accounts Payable Clerk's function to see that the supply is kept at a steady amount and that all purchasing guidelines are followed.

Original invoices should be mailed to the City of Mauldin, attn: Accounts Payable Department, P.O. Box 249, Mauldin, SC 29662. Invoices should not be faxed. Invoices should not be sent to a street address or to the attention of a department. Original invoices will not be distributed to the departments during mail distribution – departments will be given a copy of all invoices.

When an invoice is received, the Accounts Payable clerk will stamp the invoice with the "A/P Received" date stamp and make a copy of the invoice for the department head. The invoice will be input into the accounts payable system to be scheduled for payment. The original will be kept in a date file by the A/P clerk. The department head will have five business days to produce all needed documentation for the invoice. In this manner, the City may take advantage of any vendor prompt payment discounts and maintain a positive credit rating with vendors.

The invoice should be stamped with the department's received stamp and dated and initialed by the employee that received the goods. This verifies that the goods were actually received. The invoice should be reviewed by the department head and compared with the purchase order. The purchase order should include the account distribution and be signed by a supervisor/designated approver or department head. The signed copy of the invoice, approved purchase order and all other necessary documentation should be returned to the Accounts Payable clerk within five business days, however, the department head may keep a copy for their department's files if they wish.

When receipts or invoices are given directly to the employee at the time of purchase, the department head will submit to the Accounts Payable department, all cashiers receipts and purchase orders for those goods purchased Monday through Sunday no later than the following Tuesday.

The A/P Clerk will verify that funds have been appropriated and are available before payment. All invoices with attached purchase orders are checked by the A/P Clerk to see if the amount is more than the original purchase order. Should the amount exceed the purchase order, it may be adjusted by the A/P Clerk with the approval of the City Administrator.

## **CREDIT CARD GUIDELINES AND PROCEDURES**

### **PURPOSE**

To establish those policies and procedures necessary to control the use of Credit Cards that will be assigned to and utilized by selected City employees to purchase goods and services on behalf of the City.

The intent of this policy/procedure is to accomplish the following:

- To provide a convenient method of purchase for employees and a less expensive method of payment for the City.

- To ensure that purchasing with cards is accomplished in accordance with the City's Ordinances and rules adopted by the City.
- To ensure appropriate internal controls are established and followed City wide when procuring with Credit Cards, so that they are used only for authorized purposes.
- To limit the City's liability from inappropriate use of Credit Cards.

Finally, it is intended that the policies established herein be viewed as minimum standards for the departments, which may wish to establish additional controls beyond those established by this policy.

#### A. Credit Card

Credit Cards will be issued only to the City Administrator and Department Heads by the Finance Department. Employees are prohibited from requesting or accepting Credit Cards directly from the card issuer.

The Credit Card will have the individual's name, the account number, and expiration date. The Finance Department will maintain a log of all cards issued and the names of the employees who are responsible for the cards. The employees responsible for the card (cardholders) will be held accountable for all purchases made with the card entrusted to him/her, along with documentation and payment procedures discussed herein.

The issuer has no individual cardholder information other than the cardholder's work address. No credit records, social security numbers, etc. are maintained.

#### B. Payments and Authorization

The City, not the individual employee, will pay for purchases made with the Credit Card. The City Administrator and the Finance Director maintain the right to cancel any Credit Card which has been abused or deny cards to any employee that violates any part of these guidelines or procedures.

#### C. Spending Limits

The City limits are as follows:

**Single Purchase Limit:** Each single purchase is limited to \$1,000. Purchases over \$1,000 will require a purchase order approved and signed by the Department Head, as well as the City Administrator.

**Cardholder's 30-Day Limit:** Each Purchasing Card will be assigned a maximum limit per month and all cards are subject to a pooled overall limit.

#### D. Use of Credit Cards

The Credit Card is to be used for purchases directly related to City business.

The cardholder may utilize the Credit Card on behalf of City employees for City purchases, but will continue to be directly responsible for purchases, documentation and payment procedures.

Charges for single purchases are not to be split in order to stay within the single purchase limit.

Receiving cash back from any transaction is strictly prohibited.

Cash advances through bank tellers or automated teller machines are prohibited.

When placing an order, be sure to give clear, accurate shipping instructions, which include your name, department, correct shipping address, and telephone number.

Ensuring that a Vendor has a contact name and phone number for the order will help to eliminate any confusion should there be any questions related to the order.

Be clear on the terms and conditions related to product and manufacturer warranties.

#### E. Restricted Credit Card Uses

The following items may not be purchased with the Credit Card unless specifically authorized by the City Administrator:

- Personal or unauthorized services (i.e. manicures, hairdressers, dry cleaners, face painters)
- Money Orders, Travelers Checks, and/or Foreign Currency
- Cannot be used at Bars, Taverns, Nightclubs, Lounges
- Items from Packaged Stores (Beer, Wine , Liquor)
- Medical drugs, narcotic drugs, or supplies related thereto
- Splitting of purchase into two transactions to circumvent the spending limitation
- Services which are repetitious in nature or exceed the spending limitation in any one year (should use Annual Purchase Order or open buying agreement, please contact Finance)
- Other supplies or services as prohibited by law
- When an open Purchase Order or contract has already been issued by Finance
- Non-budgeted goods/services
- Personal computers and software (unless pre-approved by the City Administrator)
- Using another Cardholder's card to circumvent the purchase limit assigned to either Cardholder or the limitations of the Credit Card.
- Vendors who require 1099 reporting should not be paid by Credit Card.

Failure to properly use the assigned Credit Card within the guidelines set by this memorandum may result in the cancellation of the card for the employee and/or disciplinary action.

#### F. Documentation

Required documentation: Any time a purchase is made, documents (charge slip, receipt, etc.) must be retained as proof of purchase. The documents (charge slip and PO with purchase description) should be later attached to the cardholder's monthly statement to verify the purchases. If the cardholder does not

have documentation for a transaction to attach to the statement, he/she will be personally responsible for the charge. TRAVEL expenses must always be substantiated as required by the IRS.

#### G. Disputes

If items purchased with the Credit Card are found to be defective or the repair or service is faulty, the cardholder has the responsibility to return item(s) to the merchant for replacement or to receive a credit on the purchase. If the merchant refuses to replace or correct the faulty item, then the purchase of this item will be considered to be in DISPUTE. It is the responsibility of the cardholder to correct DISPUTED items (defective/broken goods, wrong items received, etc.) with the merchant if possible. Department heads are also responsible to see that their employees correct the disputed items. When a cardholder is unable to correct a disputed item with the merchant, the cardholder shall contact Finance and submit a written explanation concerning the disputed item.

#### H. Master List

The Finance Department will maintain a master list of all card numbers and cardholders, including thirty-day purchase limits for each card.

#### I. Lost or Stolen Credit Cards

It is the cardholder's responsibility to notify the card issuer (BB&T) at 1-800-397-1253 IMMEDIATELY upon discovery of loss or theft of a card. In addition, the cardholder is also required to immediately notify Finance (e-mail is acceptable). Replacement cards will be issued by Finance.

#### J. Termination of Employees

If a cardholder is terminated or resigns, his/her card must be delivered and turned over to the Finance Department immediately, the card will then be cancelled and destroyed.

#### K. Responsibility

- a) The cardholder (employee) is responsible for the use of the Credit Card in accordance with these guidelines and procedures.
- b) The Department Head is responsible for allocating the expenses to the appropriate departmental budget.
- c) The department heads are responsible for the use of Credit Cards within their respective departments and are responsible for the resolution of DISPUTED items.
- d) If the department head is not available then the employee should seek to use the City Administrator's or the Finance Director's card.
- e) The Finance Department is responsible for issuing, monitoring, and controlling the cards and for enforcing these procedures.

f) Departments are responsible for monitoring and controlling the expenditure accounts to which the cards are assigned.

#### L. Card Eligibility

- a) The applicant must be the City Administrator or a Department head of the City.
- b) The City Administrator must approve the employee for a credit card.
- c) Each individual Cardholder must sign a Cardholder Agreement which is attached as “Exhibit A” to this document.

#### M. Cardholder Termination/Resignation

The Finance Director is required to close an account if a Cardholder is terminated or resigns.

#### N. Credit Card Security

The department heads must keep their cards in an accessible but secure location. Since the Department head will be responsible for all charges, it needs to be accessible only to that department head and given only to a delegated employee in their department if necessary. After the delegated employee has used the credit card for an authorized purchase, it must be immediately returned to the department head. The department head must immediately review the receipt of goods purchased by the delegated employee.

When a Department head is absent from the City for an extended period, the department head may request that a new card be issued to another department member for the duration of the absence ( e.g. leave of absences for extended illness, military duty, maternity leave, etc). The Department Head must turn his/her card in to the Finance Director when on extended leave.. The designated department member must sign and accept the Employee Credit card agreement before a card will be issued. This action described in this paragraph must be approved by the City Administrator.

All employees must guard the credit card account numbers carefully. Department heads must not have account numbers in a location that is easily accessible by others. Copies of credit card bills must be secured.

#### O. Cardholder Liability

The BB&T Card is a corporate charge card which will not affect the Cardholder’s personal credit; however, it is the Cardholder’s responsibility to ensure that the card is used within stated guidelines of the City of Mauldin’s Purchasing Policies and Procedures relating to the expenditure of City funds. Failure to comply with program guidelines may result in permanent revocation of the card, notification of the situation to the City Administrator, and further disciplinary measures that may include termination.

## **VENDOR/MANUFACTURER REBATES**

Policy: No City employee may use their public position or office to obtain financial gain or anything of substantial value for personal benefit, or to benefit an organization with which they are associated. Violation of this policy will lead to disciplinary action, up to and including discharge per the City's Disciplinary Policies.

Definition: Rebate is defined as a return of all or part of an amount given in payment for product, whether in the form of money, "free" merchandise, or future benefits based on purchases made. Examples of rebates include but are not limited to cash, credit toward future purchases, free goods (including food and beverages) and coupons.

For the purpose of this policy, rebates associated with City purchases in the form of money or property are considered items of value that individuals may not personally acquire as a result of their position.

If an employee's City related purchase qualifies for a rebate the instructions on the rebate form must be followed including any legal requirements as follows:

Process:

1. Rebate checks should be made payable to the City. In no instance shall the rebate check be made payable to an individual. Rebate checks or reimbursements should be deposited back into the account and line item account from which the original purchase was made.
2. Rebates in the form of certificates, property or gift cards must be returned to Accounts Payable P.O. Box 249, Mauldin, S.C. 29662, for future use by the department that acquired the rebate. Department heads are responsible for assuring that a procedure is in place to account for rebates in this form.
3. Rebate documentation must be kept with the originating purchase documents showing the disposition of rebates back to the City.

When making purchases, departments may not solicit rebates from vendors. Rebates are incentives offered by a vendor to provide additional consideration or compensation to encourage the purchase of goods and/or services from that vendor.

## **INVENTORY AND SURPLUS PROPERTY**

All departments are responsible for ensuring that an accurate and perpetual inventory of all materials and goods is maintained. All offices, departments, or agencies shall submit reports showing stocks of all supplies which are no longer used or which have become obsolete, worn out or scrapped. Every piece of equipment owned which has a value of \$1000 or more shall be inventoried, with the exception of computers. Computers will have a complete inventory kept regardless of value.

The City Administrator shall have authority to transfer excess or surplus stock to other offices, departments, or agencies of the City government. The City Administrator also has the authority to sell all materials that have become unsuitable for public use, or to exchange the same for, or trade in the

same, for new supplies. Generally, supplies and equipment with more than a nominal value will be advertised for sale through competitive sealed bids or by public auction. Award will be made to the highest responsible bidder; however, the City has the right to reject any and all offers.

The City may negotiate a sale of surplus property to another government or non-profit entity with the approval of the City Administrator.

Items considered to be of nominal value and otherwise would be discarded may be disposed of through informal procedures.

Any item deemed to be beyond repair or unusable by the City may be discarded as refuse or sold for scrap value. Items that are beyond repair shall be documented as such as disposed of property.

Disposal of all surplus property must be authorized by the City Administrator and accompanied by proper documentation.

This section, nor any other section of this article, applies to the sale or lease of public lands.

Credit cards cannot be transferred to a new or different employee after a department head leaves employment. The new employee will be issued his or her own credit card if necessary.

### **Compliance & Violation of Policies**

The City Administrator may terminate the right of any employee to use a credit card at any time for any reason.

## **SALES AND USE TAX**

### **Sales Tax**

Per SC Revenue Ruling 98-21, sales tax is imposed on the sale of goods and certain services in South Carolina. Sales tax or use tax is imposed on goods and certain services purchased out of state and brought into South Carolina or on which no sales tax has been paid. The statewide sales and use tax rate is 6% as of June 2007. Generally, all retail sales of tangible personal property are subject to the state's sales or use tax. ***The City of Mauldin IS NOT exempt from sales or use tax.***

### **Use Tax**

When the City buys tangible personal property from out-of-state and brings it into South Carolina it is responsible for paying a use tax at the rate of 6% and any applicable local taxes on the sales price. If the City purchases non-taxed purchases out of state, the City must report and pay the use tax to the State of South Carolina.

### **Procedure for accumulating Amounts Due:**

The A/P clerk will calculate all sales/use taxes due on any invoices received for which sales/use tax should have been charged by the vendor. The sales tax expense will be charged to the department making the purchase and a corresponding credit will be made to a liability account for Sales Taxes Due. At the end of the month, the A/P clerk will pay the balance in the liability account to the State directly to the state.

### **Reporting and Paying the Tax**

The City is committed to making timely and accurate payments of all sales and use tax due to the state. The City will complete a State of South Carolina State Sales and Use Tax Return (ST-3) each month by the due date.

*The City Administrator shall enforce the procurement policies of the City. Violation of these policies can result in suspension or termination of purchasing privileges and/or disciplinary action in accordance with City Personnel Policy.*

## ***City of Mauldin***

### ***CREDIT CARD EMPLOYEE AGREEMENT FORM (Exh A)***

I, \_\_\_\_\_ (City of Mauldin Employee) hereby acknowledge receipt of a City of Mauldin Credit Card, card number: \_\_\_\_\_ . As a cardholder, I agree to comply with the following terms and conditions regarding my use of the card:

- I understand that I am being entrusted with a valuable City asset - a Credit card - and will be making financial commitments on behalf of City of Mauldin, and will strive to obtain the best value for the City.
- I understand that the City is liable to BB&T for all charges made on the card. All Credit cards belong to the City and can be cancelled or revoked at any time at the discretion of the City Administrator.
- I agree to use this Card for approved purchases only and agree not to charge personal purchases. I understand that the Finance Department of City of Mauldin will audit the use of this Card and report misuse of the card to the City Administrator. The City Administrator will take appropriate action on any discrepancies. I also agree that I will be held responsible for unauthorized purchases made with this card and the amount of any unauthorized charges will be deducted from my paycheck.
- I have been given a copy of the Credit Card Policy and understand the requirements for the Card's use.
- I understand that I may delegate the use of this credit card to an employee in my department, but I may not give the card to a temporary or contract employee for any reason. I understand that if I give the credit card to any other employee that I am still responsible for all charges to the credit card.
- I agree to a criminal history background check prior to being issued a City Credit Card.
- I understand that it is my responsibility to furnish receipts for all credit card purchases for the card number listed above, even in the event that my card was delegated for use to another city employee.
- I will follow the established procedures for the use of the Card. Failure to adhere to any of the above responsibilities and the procedures detailed in the purchasing policy for credit card use will result in revocation of individual Cardholder privileges. Use of the Credit Card for non-City expenses, personal purposes, or allowing the use of the Credit Card by an unauthorized individual may result in discipline, up to and including dismissal from employment and may in some circumstances also constitute a criminal act punishable by law.

- As a Cardholder, I agree to accept the responsibility and accountability for the protection and proper use of this Credit Card, as enumerated above. If unauthorized charges are placed on the Credit Card, I hereby authorize the City to deduct any non-City charges from my paycheck as provided for in South Carolina Code § 41-10-30.
- I agree to return the Card immediately upon request or upon termination of employment (including retirement).
- Following termination of my employment at the City of Mauldin, I will continue to be financially responsible for and legally liable to the City for non-City, personal, or unauthorized items purchased on my Credit Card by myself or with my knowledge including any reasonable costs of collection and attorneys fees.
- I understand that the city of Mauldin may terminate my right to use this procurement credit card at any time for any reason.
- If the Card is lost or stolen, I agree to notify the City Administrator and BB&T immediately at 1(800) 397-1253.

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DEPARTMENT

\_\_\_\_\_  
CITY ADMINISTRATOR'S SIGNATURE

\_\_\_\_\_  
DATE

Copy of front and back of credit card here:

# CITY COUNCIL AGENDA ITEM

**MEETING DATE:** October 19, 2020

**AGENDA ITEM:** 8b

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**TO:** City Council

**FROM:** City Administrator Brandon Madden

**SUBJECT:** Amendment to Vehicle Use Policy

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## **REQUEST**

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Council is requested to approve an amendment to the City's Vehicle Use Policy to incorporate a formal gas card program.

## **HISTORY/BACKGROUND**

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The approved a vehicle use policy in 2017. Staff recommends amending the policy to include provisions related to the use of the City gas cards.

## **ANALYSIS or STAFF FINDINGS**

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The current City gas card program is administered by way of custom and practice. The current custom and practices for the program have been updated and formalized into a policy that is incorporated into the City's current vehicle use policy.

This will allow for a formal document that can be shared with and reviewed by all gas card users to make sure they are using the cards properly. Also, this will allow for the implementation of measures to improve the current internal controls and prevent misuse of the gas cards.

Attached is the amended policy with the changes highlighted in red and underlined.

## **FISCAL IMPACT**

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None.

## **RECOMMENDATION**

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Staff recommends approval.

## **ATTACHMENT**

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Amended vehicle use policy.

**City of Mauldin**

**Vehicle Use Policy**

**Adopted 2017**

**Amended October , 2020**

## **1. INTRODUCTION**

The use of City vehicles is necessary in conducting City business. Vehicle use represents one of our largest liabilities; therefore, it is essential that the City set forth a policy governing the operation of vehicles used in the performance of City business. Department heads are responsible for the implementation and enforcement of this policy for all vehicles and drivers within their departments and shall seek to minimize the scope and number of vehicles used in take home situations.

## **2. SCOPE**

This policy applies to all City owned vehicles including special-use vehicles such as public works equipment. (Police and Fire department vehicles are covered by additional operating policies within their respective departments). Where appropriate, this policy applies to the operation of privately owned vehicles used while performing City duties.

## **3. GENERAL GUIDELINES**

Only City employees are authorized to operate City vehicles. Persons volunteering services to the City are considered employees of the city for purposes of this policy and may operate City vehicles when their duties require travel as long as such travel is under the approval or direction of the department head and necessary in the course of performing City business.

Intentional abuse, moving violations, reckless operating, or negligent actions while operating any City vehicle may result in the suspension of the employee's driving privileges and is grounds for further disciplinary action, as outlined in the City of Mauldin Personnel Policy.

Employees shall obey all City, County, State and Federal laws while operating City vehicles and any time when personal vehicles are used on City business. Any employee who receives a traffic, toll, or parking citation while operating a City vehicle is personally responsible for the payment of any fines associated with the citation.

City-owned vehicles are to be used only for City business and shall not be used by employees for personal reasons except as provided for in Section 14 of this policy. At no time shall a city take home vehicle be used as a means of compensation.

All City vehicles shall be identified as city vehicles with lettering and logo approved by City Council, within thirty (30) days after the vehicle's purchase. Removable stickers, slogans, departmental IDs other than city logos and numbering shall be approved by the City Administrator. Police undercover vehicles shall not be required to be marked.

Only persons being transported in connection with City business shall be passengers in any City vehicle. Exceptions may be authorized by the department head (e.g. dropping off child at school).

When cargo, materials or tools are being transported, the driver is responsible for assuring that all items are properly secured to prevent them from shifting or falling from the vehicle or trailer.

No person shall be allowed to ride on running boards, fenders, hoods, tailgates, beds, or other locations on a vehicle not designed or approved by the vehicle manufacturer for passenger seating. An exception to this prohibition shall be vehicles assigned to the Public Works and Fire Department, which may be suitably designed and equipped for passengers outside the cab area.

The driver shall not operate any vehicle when normal vision is obstructed. Alcoholic beverages or illegal narcotics shall not be transported or placed in any City vehicle with the exception of a police department vehicle on official business. Smoking or use of smokeless tobacco is prohibited in city vehicles. {See City Code Section 18-39}.

A qualified operator must be positioned at the vehicle's controls any time it is running unless otherwise approved by the manufacturer or supervisor. No vehicle shall be left unattended without first stopping the motor, placing the unit in park, locking the ignition, removing the key and locking the doors or otherwise securing the vehicle to prevent theft, vandalism, and unintentional movement. Requirement is not applicable to vehicles parked to perform a job related function.

The City is not responsible for any personal property left in City owned vehicles. No personal equipment shall be installed in any City owned vehicle without the permission of the department head.

Employees shall avoid operating cellular telephones, laptop computers, navigational devices and any other device that may cause driver distraction while operating a City vehicle or while operating a privately owned vehicle in the course of conducting City business.

The use of such devices shall be limited to instances where it is absolutely necessary in the performance of City business. Drivers shall make every attempt to properly park their vehicle prior to using such devices, and comply with state law governing the usage of such devices.

Take home vehicles are to be left with the department if an employee authorized to use the vehicle will be absent for more than two days.

#### **4. OPERATOR'S LICENSE**

A valid state issued vehicle operator's license must be in the employee's possession at all times while operating a City-owned vehicle. In the case of commercially rated vehicles, the proper commercial driver's license for the vehicle's weight and class must be valid, and in the driver's possession.

Any employee who operates a vehicle in the performance of City duties and whose operator's license is suspended or revoked shall immediately report this fact to the appropriate department head.

#### **5. MOTOR VEHICLE DRIVING RECORD REVIEW**

Employees whose job requires the use of a City vehicle are expected to maintain driving records that reflect the practice of safe driving habits both on and off the job. The City shall use the Employee's State of South Carolina driving record and corresponding point system to monitor the risks associated with operating vehicles while in the City's employment.

Drivers may be considered unqualified to drive and may be restricted from driving vehicles for City business when they:

- a. Have had more than three moving violations within the past 24 months.
- b. Have had more than two preventable (at-fault) accidents within the past 24 months.
- c. Have been convicted of any traffic crime or other crime involving the use of a motor vehicle within the last five (5) years.
- d. When a question of fitness to drive arises because of apparent illness, injury or impairment.
- e. Any DUI conviction or refusal to submit to a lawful sobriety test shall result in disciplinary action up to and including suspension of City driving privileges.

The Chief of Police or his designee will perform an initial review of all City employees who will operate a city owned vehicle before the employee is allowed to operate a City owned vehicle. Additionally, an annual review of all City Employees who operate a City Owned vehicle will be conducted by the Police Chief or his designee. This information will be reviewed and the findings reported to the City Administrator.

## **6. OPERATION INSPECTION**

An employee who operates a City vehicle, regardless of frequency, is responsible for the proper care and operation of the vehicle.

Operation Inspection for all vehicles:

- a. At least once per day, the operator of these vehicles is responsible for insuring all vehicle safety equipment including headlights, turn signals, brake lights and horn are functioning properly. The operator is also responsible for ensuring all fluid levels are properly maintained, and tires properly inflated. A city vehicle inspection form will be submitted to public works monthly.
- b. In addition to the above paragraph and where applicable (e. g. for all vehicles requiring a Commercial Driver License) operators of city vehicles are responsible for complying with all pre-operation and post-operation checks as required by Department of Transportation CDL rules. Furthermore, the operator shall complete the Vehicle Check Sheet at the beginning and at the end of each shift. At the end of the week, the form shall be forwarded to the Supervisor for data collection. A new form shall be initiated at the beginning of each week.
- c. With any City owned vehicle, any defects which could potentially affect safe operation of the vehicle will be promptly reported to the driver's supervisor and/or City Maintenance Shop. No employee shall operate a City-owned vehicle in an unsafe condition. Any vehicle damage which is beyond normal wear and tear must be documented and reported to the employee's supervisor prior to the vehicle being driven.

## **7. FUELING**

All City of Mauldin vehicles are assigned a fuel card (the Card). The Card enables the employee to purchase fuel at any fueling station participating in the Mansfield Fuel Card program. Employees authorized to use the Card will be assigned a Personal Identification Number (PIN), allowing them to use the Card at a fuel station.

The Finance Department will obtain and issue vehicle fuel cards and PIN numbers for the purchase of fuel in the course of City business. Employees who are assigned a PIN will be required to sign the Fuel Card-holder Agreement (Appendix A) acknowledging all the requirements and proper use of the Card and PIN number. Employees accept responsibility for the protection and proper use of the Card whenever the vehicle is assigned to them including use of the Card for authorized fuel purchases only. The Fuel Card-holder Agreement will be signed by all City employees who operate City owned vehicles and apparatuses.

Improper use of the Card may result in disciplinary action, up to and including termination of employment. Unlawful use of the Card will be reported to the Mauldin Police Department. Should an employee fail to use the Card properly, the City of Mauldin will cooperate with the prosecution of the unlawful use, even if the user is no longer employed by the City of Mauldin.

The following guidelines must be followed when fueling any City owned vehicle/equipment:

- a. The use fuel cards and PIN#'s are for official City business only. The fuel card is not to be used for personal vehicles or for non-business purposes. Using the fuel card for any purpose other than official business will be considered theft of City of Mauldin property.
- b. Purchase unleaded or diesel fuel for City-owned vehicles only. Plus and Premium grade fuels are prohibited unless authorized by the department head.
- c. Fuel cards may be used by an authorized cardholder for equipment related fuel purchases (e.g. lawnmower, trimmer, backhoe, gas cans, etc.).
- d. Keep the fuel card and PIN in a secure location at all times.
- e. Do not allow other individuals to know or use your PIN.
- f. Immediately report any lost, stolen or compromised fuel card or PIN to the department head.
- g. Obtain receipt at time of sale.
- h. The employee shall turn in or report all fuel receipts on a daily basis to the authorized person in their respective department.

The department head or department designee will reconcile all fuel expenses on a monthly bases and ensure the accuracy of the monthly fuel expense report provided by the Finance Department. The department head must notify the Finance Department to cancel an employees PIN when the employee is no longer authorized to make fuel purchases on behalf of the City, transfers departments, or is no longer employed by the City.

## **8. USE OF SAFETY RESTRAINTS**

All City vehicles must be equipped with seat belts and all occupants of City vehicles must properly wear seat belts any time the vehicle is in motion as defined in the SC Code of Law.

The operator of construction, excavation and other off road equipment shall use the occupant restraint system, if equipped, any time the vehicle is in operation.

Employees are prohibited from removing, deactivating, modifying or otherwise defeating any occupant restraint system installed by the manufacturer unless approved or instructed by the manufacturer.

## **9. PARKED VEHICLES**

Any vehicle left unattended shall be legally parked in a designated parking space. Vehicles responding to emergency situations or those parked on job sites shall be parked with due regard to safety and security considerations.

City vehicles not taken home shall be secured in City parking lots during non-duty hours. When it is necessary to leave a vehicle at a job site overnight, the operator shall insure the vehicle is parked and secured in an area which provides reasonable security.

## **10. TRAILERS AND TOWING**

A driver whose vehicle is towing a trailer, dolly, or other equipment shall assure that the trailer hitch is securely latched/locked, adequate for the load being towed, properly installed on the towing vehicle, and safety chains are properly attached.

The driver shall insure the trailer or other tow equipment is supplied with proper lighting including brake lights, turn signals, and running lights.

Any vehicle having a load which extends more than four (4) feet beyond the rear shall have the end of the load marked with a red flag which shall be at least twelve (12) inches square.

## **11. BACKING GUIDELINES FOR LARGE VEHICLE AND CONSTRUCTION EQUIPMENT**

Whenever possible, the driver will position the vehicle so as to avoid the necessity of backing. Before entering the vehicle, the driver shall check the rear clearance. The driver shall not back the vehicle unless such movement can be made with reasonable safety and without interfering with other traffic. A spotter should be used whenever possible. Before and during backing movements, the driver and spotter will check blind zones for objects not visible in rear-view mirrors, watch both sides for adequate clearance, and limit speed to allow for a full stop.

## **12. ACCIDENT REPORTING REQUIREMENTS**

All accidents involving a city vehicle, no matter how slight, must be immediately reported to the supervisor in charge.

Upon being notified of an accident, the supervisor should immediately give or obtain any needed medical treatment for any employee involved in the accident. EMPLOYEES INVOLVED IN MOTOR VEHICLE ACCIDENT AS THE DRIVER OF THAT VEHICLE WILL OBTAIN A DRUG TEST IMMEDIATELY.

Prior to the completion of the work day, the supervisor will complete an accident report on the approved form. This form will contain information about the drivers, passengers, and vehicles involved, as well as a statement from the employee and a statement from the supervisor.

The accident scene and damage to vehicles shall be documented and photographed. Any additional documentation should be collected and attached to the City accident report.

Any City vehicle accident involving a non-city vehicle should be reported to the Mauldin police department or appropriate law enforcement agency for investigation purposes and reporting to the South Carolina Department of Highways and Public Transportation. This investigative police report is made in addition to the information documented on the City accident report.

In the event of any City vehicle accident resulting in an injury, the Mauldin police department will be notified. The scene should be left as is, with the vehicles and other physical evidence left where they came to rest.

A copy of the accident report will be forwarded by the supervisor to the department head. The department head may then use the report to review the circumstances surrounding the accident and take appropriate disciplinary action, if any.

The department head shall forward a copy of the vehicle accident report to the City Administrator. The staff Safety Committee will review all vehicle accident reports for the cause of the accident and possible preventive measures.

In the event of serious injury to an employee or member of the public, the department head shall immediately notify the City Administrator of the accident and forward a copy of the accident report as soon as practical.

### **13. LEASED/RENTED VEHICLES**

When it is necessary for a City employee to use a rental vehicle for City business, the employee shall utilize a reputable leasing agency (Hertz, Enterprise, etc.). It is not necessary to purchase the optional comprehensive/collision or "loss damage waiver" coverage from the rental agency. Insurance will be covered under the Fleet Insurance Coverage, provided a City issued credit card is used to pay for the rental.

### **14. OUT OF TOWN TRAVEL AND MEETING ATTENDANCE**

With department head approval an employee may take a City vehicle home prior to leaving for an out-of-town trip or attending a late evening or early morning meeting which would require a return to the work place before or after normal duty hours. The employee may use the City vehicle only for travel necessary to accomplish City business.

### **15. TAKE HOME VEHICLES**

Department heads assigned a city vehicle are allowed to drive the vehicle to and from work. The decision regarding assignment of City vehicles to other employees as vehicles allowed to be driven to and from work shall be left to the discretion of the department head and must be approved by the City Administrator and City Council. The maximum number of city take home vehicles is three vehicles per department except for the Police Department and the Fire Department. All requests for take home vehicles must be submitted in writing and approved by the City Administrator and City Council.

Examples include; Supervisors whose personal use of a City owned vehicle is consistent with the requirements of the position. Employees who are subject to 24 hours call out, on call duty, or have job responsibilities requiring highly irregular work hours, specialized training or functions within the assigned department. Duty vehicles specifically designed or equipped for high priority response where response time will be enhanced by allowing the vehicle to remain in custody of individual employee.

Within reason, all employees assigned to duty vehicles which are taken home must be available to respond upon request any time the employee has custody of the vehicle.

Employees assigned vehicles that are taken home must reside within 10 miles of the city limits including Department Heads except for the Police and Fire Department.

City vehicles taken home overnight shall be locked and secured in the responsible employee's driveway or other designated parking space which is in close proximity to the employee's residence. Department heads will be responsible to maintain a current listing of all take home vehicles. This list shall include at a minimum the vehicle information, employee information, and the current address where vehicle is being kept.

Employees taking a vehicle home are permitted to stop briefly at a grocery store, pharmacy, for reasons of personal convenience, etc. provided stops are in a directional route to or from work. The City will apply the correct IRS valuation method to determine the tax liability for employees with non-exempt take home vehicles.

Non Police Department and non Fire Department employees will track city vehicle use by completing the attached Take-Home Vehicle Trip Log Form and submitting this form to their Department Head monthly. Department Heads will submit their vehicle use forms to the Human Resources Director.

[Employees who participate in the take home vehicle program will be required to sign the Take Home Vehicle Agreement \(Appendix B\) acknowledging all the requirements and proper usage of the take home vehicle.](#)

# City of Mauldin Take-Home Vehicle Agreement

The City of Mauldin has adopted a partial take-home vehicle program designed to increase the efficiency and life expectancy of each vehicle and provide decreased response time for employees during after hour events. Being assigned a take-home vehicle is a privilege and may be terminated at the pleasure of the City at any time for any reason, with or without cause.

1. I will utilize my assigned vehicle for conducting city business.
2. I understand that I must live within a reasonable radius of the city limits of Mauldin as defined within the City of Mauldin vehicle use policy. (ensuring the employee would be able to reasonably return to the City in the event Emergency Response is needed). If my home address changes, I will notify the department head/fleet manager in writing within 24 hours of the change and complete a new agreement form.
3. Unauthorized persons in the vehicle are prohibited.
4. I will maintain the vehicle by ensuring that the fluids remain at a proper level (oil, coolant, etc.) I will also have my assigned vehicle available for maintenance when directed. If service is due while on off shift, arrangements must be made to service the vehicle without delay.
5. Alcoholic beverages are prohibited in city vehicle except in performance of official duties.
6. Personal errands are prohibited unless the errand is on your normal route to or from work.
7. While operating a city owned vehicle, employees shall be in suitable attire and shall carry their city credentials.
8. Employees are responsible for keeping their assigned vehicles clean at their own expense.
9. Employees are responsible for all equipment assigned to their vehicle. The employee will ensure that the vehicle is locked and shall safeguard the vehicle to prevent theft and vandalism.
10. If an employee is away from their home for 7 or more consecutive days, the vehicle will be left at the department or secured in the lower lot of City Hall.

**I agree to and will abide by the terms set forth in this agreement.**

**Employee(Print):** \_\_\_\_\_ **Department** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Home Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**GPS Cord.** \_\_\_\_\_ / \_\_\_\_\_

**Miles from City Hall to Residence:** \_\_\_\_\_ **City Limits to Residence:** \_\_\_\_\_

**Brief Directions:**

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## Fuel Card User Agreement

Participation in the City of Mauldin Fuel Card Program is a privilege that also comes with cardholder and user responsibilities. The card is considered City property and should be used only for City business in accordance City policies. As a cardholder or user of a City of Mauldin Fuel Card, the undersigned cardholder/user agrees to the following terms and conditions:

1. I will use the card only in accordance with City policies, regulations and the procedures stated below and in accordance with the City of Mauldin Vehicle Use Policy.
2. I understand that this is **NOT** a personal fuel card and I will not make personal fuel purchases under any circumstances.
3. I am responsible for ensuring the fuel card I am using is the correct card assigned to the vehicle which I am fueling.
4. I am responsible for keeping my assigned Personal Identification Number (PIN) private so it cannot be used by anyone other than me.
5. I am responsible for entering the accurate mileage reading for the vehicle I am fueling at the pump.
6. I am responsible for turning in all fueling receipts on a daily basis.
7. I will surrender the Fuel Card to the City of Mauldin Finance Department or my immediate supervisor upon demand or upon my separation of employment with the City.

I have read this form and understand the requirements for the Card's use. I will follow these established procedures for the use of the Card and understand that my failure to do so, may result in either revocation of my use of the Fuel Card and/or other disciplinary actions up to and including termination. I understand that my misuse of the Fuel will result in criminal investigation and prosecution.

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Cardholder/User Signature

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Printed Name

---

Date

Supervisor's Signature denotes the following: I certify that I will monitor the fuel purchases made by this cardholder/user in accordance with these rules and procedures. Additionally it is my responsibility to determine if the cardholder/User is using the card responsibly in accordance with Purchasing and any other applicable City policy, and to revoke the cardholder's/user's use of the card if they are not using the card as intended, transfers departments, or is no longer employed by the City of Mauldin

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Supervisor's Signature	Printed Name	Date
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Human Resources Department received the above Fuel Card User Agreement on:

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Date	Signature of HR Representative
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# CITY COUNCIL AGENDA ITEM

**MEETING DATE:** October 19, 2020

**AGENDA ITEM:** 8c

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**TO:** City Council

**FROM:** Economic Development Director Van Broad

**SUBJECT:** 206 Libby Lane Property Demolition

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## **REQUEST**

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Council is requested to approve the use of available matching funds for the demolition of the structure located at 206 Libby Lane.

## **HISTORY/BACKGROUND**

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During the historic flooding event in 2015, multiple structures along Libby Lane that were located in the FEMA (Federal Emergency Management Authority) flood zone sustained significant flood damage. Following the following event, the City engaged hazard mitigation consultant Jeff Ward & Associates (JSWA) to manage the purchase and demolition of those properties through a FEMA its hazard mitigation grant program.

During the original scope of work in 2017, 206 Libby Lane was not able to be purchased and demolished. Subsequently and prior to the closing of the grant program, FEMA announced additional funds that would allow the city to purchase and demolish the site. Since 2018, staff has been working to settle this project. After negotiations with FEMA, the site has been approved purchase and demolition.

## **ANALYSIS or STAFF FINDINGS**

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JSWA has already begun the process of managing the purchase and demolition of the site. Council approved the purchase of the site but did not approve the matching funds. Council is being requested to approve the use of the funds for this project.

The original project pro-forma can be found in the attached contract with JSWA.

## **FISCAL IMPACT**

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No new funding is being requested. The matching funds needed total \$20,000. \$29,237 is available in the Grants Fund for this project.

## **RECOMMENDATION**

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Staff recommends approval.

**ATTACHMENT**

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Contract with JSWA.

Property Address	Estimated purchase price	Attorney Fee	Title Exam	Deed Recordation	Title Insurance	Total Closing Costs	Demo Estimate	Buyout Rep Fee	Appraisal Fee	Survey Fee	Total Project Cost	Federal Share	Local Match
206 Libby Lane	\$ 35,000	\$ 350.00	\$ 150.00	\$ 10.00	\$ 130.00	\$ 640.00	\$ 25,000	\$ 1,200	\$ 390	\$ 990	\$ 63,220.00	\$ 47,415.00	\$ 15,805.00

STATE OF SOUTH CAROLINA §  
COUNTY OF GREENVILLE §  
CITY OF MAULDIN §

**CONSULTING SERVICES FOR GRANT  
IMPLEMENTATION AND ADMINISTRATION**

This is an agreement by and between the City of Mauldin, South Carolina, (CITY), and Jeffrey S. Ward & Associates, Inc., (CONTRACTOR).

WHEREAS CITY has floodprone properties within the City and has applied for a FEMA grant, to acquire and demolish eight homes and to elevate one home; and

WHEREAS CITY has received notification of award to acquire and demolish and/or elevate these homes; and

WHEREAS CONTRACTOR is in the business of managing/implementing above referenced grants,

WHEREAS CITY desires to contract with CONTRACTOR to provide such services,

NOW, THEREFORE, CITY and CONTRACTOR mutually agree as follows:

**I. SCOPE OF SERVICES**

CONTRACTOR shall serve as a contractor of the CITY. The description of services contained herein is intended to be general in nature. It is neither exhaustive, nor a limitation on the contracted services so long as the services actually delivered are consistent with the provisions of this agreement.

CONTRACTOR agrees to provide the following services:

**Scope of Work**

The consultant will provide the following services:

1. Grant Administration

The consultant will assist in the administration of any related grant programs implementation:

- a. Provide support for public meetings
- b. Assist in locating property owners
- c. Reporting
  - State quarterly reports
  - Monthly reports
  - Project Status Reports
  - Project completion reports
- d. Reimbursement requests
  - Collect supporting documentation
    - Increased Cost of Compliance
    - Public Assistance
    - Grant
  - Prepare requests
    - Acquisition
    - Demolition

2. Buyout Counseling Services

For each parcel that is approved for acquisition, the consultant will perform the following services:

- a. **Review and Oversight of Title Company Activities. Specifically:**  
The Contractor will ensure that the Title Company activities are performed in a timely manner and in accordance with the terms of the contract. The Contractor will review Title Search and Title Insurance Commitments to ensure that they meet the requirements of the contract. If problems are encountered, the Contractor will seek resolution from the Title Company.
- b. **Review of Appraisal. Specifically:**  
Each appraisal will be reviewed for compliance with the Uniform Standards for Professional Appraisal Practices (USPAP) and Grant agency requirements. The appraiser's estimate of value should be well documented and supported by the best comparable sale data available. Errors, omissions and unsupported conclusions will be brought to the attention of the appraiser and the report will be revised as needed to meet the reviewer's requirements. An approved estimate of value will be prepared. Should a property owner later challenge the Determination of Compensation and obtain their own appraisal, the Contractor will review owner's appraisal and a revised Offer to Sell will be prepared as appropriate. The review of owner appraisals and the preparation of revised offers will be billed for each parcel as appropriate.
- c. **Develop Data for Determining Compensation. Specifically:**  
Information provided by the community will be reviewed and an amount of compensation for each parcel will be recommended. The Contractor will analyze the appraisal and/or community information to extract the needed information for the preparation of the Statement of Determination of Compensation and Offer to Sell Real Property. Duplication of Benefits information will be reviewed and proper deductions from value will be made.  
  
Note: Duplication of Benefits data is only as good as the data provided by the Community and/or the homeowner. Contractor will not be responsible for duplication of benefits data not known or withheld at the time of the development of the Determination of compensation. Every effort will be made to obtain complete and accurate Duplication of Benefits data up to the point of settlement of the property.
- d. **Prepare Determination of Compensation and Offer to Sell Real Property. Specifically:**  
Utilizing the data developed or obtained in Task 3, the Contractor will prepare the following documents for the City's review: (1) Letter to each parcel owner explaining the acquisition process and their rights and options, to be signed by the Community official, (2) a Statement of Determination of Compensation for each parcel to be signed by the Community official, and; (3) an Offer to Sell Real Property agreement for each parcel.
- e. **Meet with Owners. Specifically:**  
Each parcel owner will be scheduled for a personal meeting at which time the letter from the City explaining the acquisition process and the owner's rights and options will be reviewed. The Statement of Determination of Compensation and Offer to Sell Real Property will also be explained to each parcel owner. If duplication of benefits deductions are made and the owner has documentation to support a revision to the deductions or to support a reimbursement, appropriate adjustments will be made. The meetings will be conducted in facilities provided by the client. Following this meeting, the offer to sell will be presented to the owner, by the City.

- f. Prepare Deeds. Specifically:  
The Contractor will provide the Title Company a sample Deed for each parcel in a form that meets the requirements of the FEMA Section 404 program and/or the appropriate Grant agency. The Deed will be suitable for recording with the Recorder of Deeds in the appropriate County. This Deed will recite the true consideration to be paid, will identify the interest in the land to be acquired and will include appropriate deed restrictions as directed by FEMA and/or the Grant agency.
- g. Oversee and Coordinate Settlements. Specifically:  
The title company will be responsible for scheduling closing with each parcel owner and for the preparation of all documents necessary for closing. These activities will be monitored to ensure that they are performed in a timely manner and that all matters are properly coordinated. A listing will be prepared and provided to the Client prior to each closing which identifies the amount needed for disbursement by the title company at the closing. The listing will identify each parcel by parcel number, owner name, address of property and amount of compensation. The client will be advised to deposit the needed funds in the Title Company escrow prior to closing.
- h. Prepare and Maintain Hard Copy Case Files. Specifically:  
A hard copy case file for each parcel purchased will be prepared and submitted to the client. This file will contain at a minimum: the application package from the owner; a copy of the appraisal; a copy of the letter; a copy of the Determination of Compensation; a copy of the Offer to Sell and any revisions thereto; a copy of the final title insurance policy; and a copy of the recorded Deed. Notes regarding owner meetings and various discussions will be included in the case file as appropriate.
- i. Demolition Management  
The consultant will assist in the administration of demolition related floodplain buyout program implementation. The consultant will follow City procurement ordinance for all activities included below.
- Solicit bids from local demolition contractors capable of handling and interested in providing demolitions
  - Make recommendation to City on demolition firm(s) to be available on an as needed basis when demolition is required
  - Enter into to contract with demolition firm(s)
  - Solicit demolition bids on a home by home basis
  - Provide recommendation to City based on received demolition bids
  - Oversee demolition contractor to ensure demolitions are completed in a timely manner (75 days from notice to proceed from City to consultant)
  - City will be responsible for permitting and site inspections related to demolition
  - Facilitate invoicing and payment processes for all demolitions

### 3. Project Management Services for Elevation projects

- Meet with Homeowners to overview and explain the process and detail the Homeowner's and elevation contractor's responsibilities
- Provide an overview of the budget the Homeowners must stay within for their individual elevation. This data will come from the grant award documents
- Manage the budget to ensure all homes are completed within available Federal funding
- Assist the City in ensuring that the elevation contract specifications meet the FEMA grant

requirements

- Develop a process to ensure that construction is performed in compliance with engineering specifications (especially homes not located within City limits)
- Ensure that a professional engineer reviews all construction specifications. Note, Professional Engineer is provided and paid for by the elevation contractor as part other total elevation contract amount bid and accepted by the homeowner and the City
- Solicit elevation contractors in accordance with Federal, State and local procurement standards
- Provide a list of qualified elevation contractors and describe the process for selection, review and approval
- Ensure Homeowner selects among the qualified contractors in the manner and method prescribed and supports the selection
- Prepare and present mitigation offer. Review details of mitigation offer and have offer signed by Homeowner
- Prepare and present Homeowner/City agreement for elevation. This agreement will provide the details of the Homeowner responsibility for hiring the elevation contractor and will have language indemnifying the City and their contractors from liability associated with the physical elevation. Have Homeowner sign the agreement
- Submit owner signed agreement to City for review and signature
- For those Homeowners that have a local cost share, collect this cost share at the time of execution of the agreement between City and Homeowner. Ensure these funds are deposited with the City in escrow accounts
- Facilitate payments to contractors from the City
- Meet with each Homeowner and review and concur with Elevation Contractor. Confirm bid is within grant limits and detail any/all costs that will not be reimbursable under the grant.
- Review work schedules and specifications to ensure that the elevation is completed in a timely manner and in compliance with the terms of the grant. If problems are encountered, the Contractor will seek resolution from the City and the State.
- This element requires the submittal of a schedule for completion for elevation as part of the bid and resultant contract for elevation. JSWA will closely monitor this schedule and include progress reviews in the below mentioned weekly reports.
- Facilitate the establishment and recordation of FEMA required post elevation deed restrictions.

Any additions to, expansion of or explanation of such terms shall be by letter of understanding agreed to and signed by both parties to this contract.

**II. COMPENSATION**

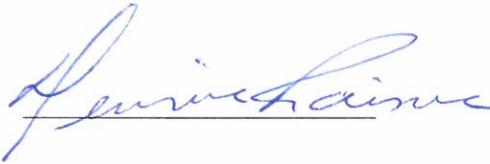
<u>Description</u>	<u>Unit Price</u>
Grant administration	\$175.00 per hour
Buyout counseling services	\$1,200.00 per parcel
Demolition management	\$2,500.00 per parcel
Project management for elevation	\$5,000.00 per parcel

The Consultant will contract for title services and for appraisal services with the companies of his choosing. Consultant will be responsible for overseeing the title company and appraisal contractor to ensure that they meet the requirements of the Grant. The cost of the appraisal and title work are not part of the contractor's above mentioned per parcel fee. The appraisal fee will be billed, without markup, through the contractor billing at a separate per parcel rate. The title company fees are promulgated by the State and will be requested to be transferred from CITY to the Title Company as required to settle the property.

Based on the above fees, the City's out of pocket (25%) for fees paid to Consultant will not exceed \$28,000.

CITY OF MAULDIN

CONTRACTOR



Jeffrey S. Ward & Associates, Inc.

ATTEST:



# CITY COUNCIL AGENDA ITEM

**MEETING DATE:** October 19, 2020

**AGENDA ITEM:** 8d

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**TO:** Building Codes Committee

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

**SUBJECT:** Procedures for Appointing Boards and Commission Members

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## **Background**

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As part of the discussion of candidates for current openings on the Planning Commission and the Building & Zoning Board of Appeals, the Building Codes Committee discussed the procedures by which it appoints volunteers to the Board of Appeals and Planning Commission. This discussion at its October 5<sup>th</sup> meeting included discussion of interviewing candidates and qualifications for candidates. Below is some additional information regarding this subject matter.

## **Interview of Candidates**

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Some communities do include an interview as part of the appointment procedure. These interviews may be administered by a standing committee of city council, the entire city council, or a separate interview team. In the case of a standing committee or an interview team, the City Council of most jurisdictions usually votes on a recommendation provided by that standing committee or interview team.

Some jurisdictions conduct their interviews in a public setting while others conduct their interviews in a private setting. Included in the appendix at the end of this report are sample questions that other jurisdictions ask during their interview.

## **Qualifications for Appointment**

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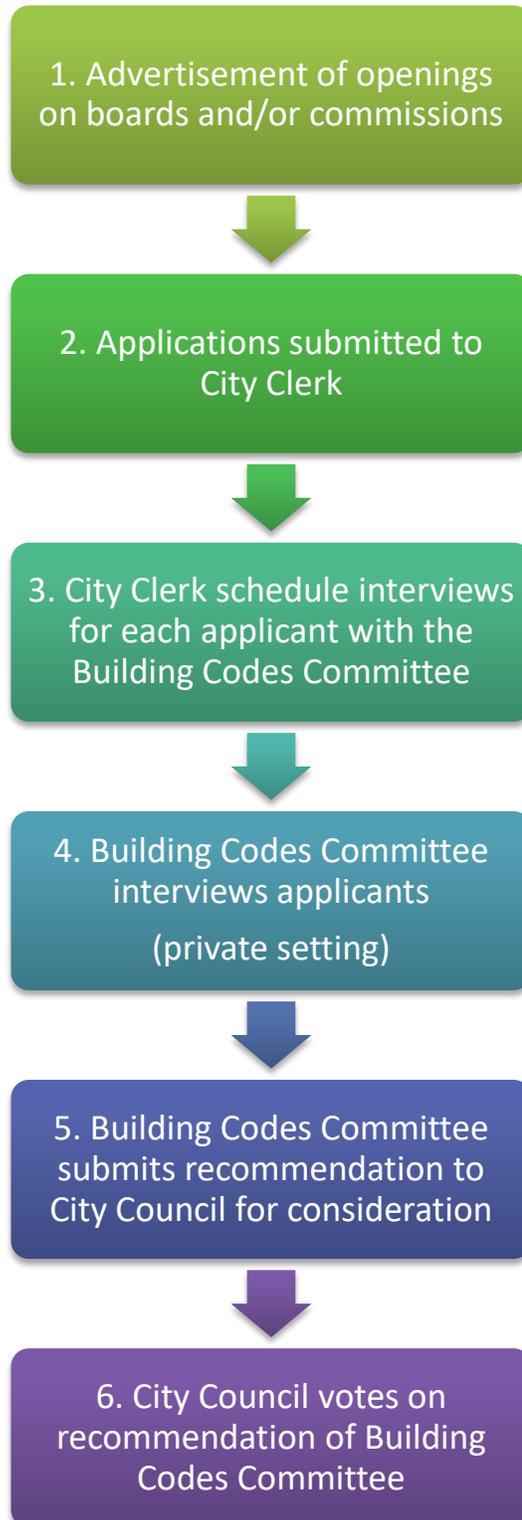
The City of Mauldin currently does not provide any qualifications for appointment to the Planning Commission or the Building & Zoning Board of Appeals except for residency within the City. Below are some common qualifications that are desired and considered by other jurisdictions.

- At least 18 years of age or older
- A registered voter
- Resident of the City for at least 12 months
- Planning Commission: Consideration given to applicant who have experience or education in civil engineering, architecture, urban design, planning, landscape architecture, natural resource management, real estate, demography, and related fields
- Board of Appeals: Consideration given to applicants who have experience or education in planning, law, architecture, natural resource management, civil engineering, real estate, banking, and related fields

## Appointment Procedure

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The appointment of a volunteer to Boards and Commissions could proceed as follows:



## APPENDIX

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### Sample Interview Questions

1. Why are you interested in becoming a planning commissioner/zoning board member for the City of [Mauldin]?
2. What do you see as the role of a planning commissioner/zoning board member in city government? What do you view as the duties of the planning commission/zoning board of appeals?
3. How do you view the role of City staff in relation to the planning commission/zoning board of appeals?
4. Are you aware of any present or future conflict of interest you might have as a planning commissioner/zoning board member?
5. Assuming a controversial land use issue is before the commission/zoning board of appeals, how would you reconcile your personal opinions and emotions should they conflict with City policies and regulations and State regulations?
6. Do you work well speaking in front of large, unfriendly audiences?
7. How would you describe your personal tolerance level for views that you might disagree with?
8. What personal experience do you have in planning, development, or building?
9. FOR PLANNING COMMISSION: Do you believe that the Comprehensive Plan as written is still applicable? How does it need to be changed?
10. FOR PLANNING COMMISSION: What are your thoughts about what the City of [Mauldin] needs now and needs in the future?

# CITY COUNCIL AGENDA ITEM

**MEETING DATE:** October 19, 2020

**AGENDA ITEM:** 8e

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**TO:** City Council

**FROM:** Public Works Director Matt Fleahman

**SUBJECT:** **Extension of Agreement with SC Department of Corrections**

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## **REQUEST**

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To request that City Council approve the extension request from the SC Department of Corrections for the provision of inmate labor. Approval of this request will authorize the City Administrator to execute the extension agreement.

## **HISTORY/BACKGROUND**

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The City has an Inmate Labor Crew Contract with SC Department of Corrections. The agreement was extended for one-year, commencing July 1, 2019 and ending on June 30, 2020. Staff is requesting that Council consider extending the agreement for another year, commencing on July 1, 2020 and ending on June 30, 2021.

## **ANALYSIS or STAFF FINDINGS**

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The City uses inmate labor from the SC Department of Corrections (SCDC) to assist with Public Works related tasks, including trash & recycling collections and City grounds/roadway maintenance.

Currently, SCDC is not providing inmate labor. Per the attached letter, SCDC's goal is to take the necessary precautions to limit the introduction of the virus into our institutions. SCDC is returning employees back to work in phases and continues to limit the movement of inmates inside our institutions or in the community. As a result, SCDC is extending the suspension of the Inmate Labor Crew statewide. This suspension will be reassessed on a monthly basis.

As noted in their attached August 31, 2020 letter, due to the COVID-19 pandemic, government agencies are only operating with essential staff and SCDC was unable to provide the City with the attached letter of **extension before**

the July 31, 2020 deadline. However, it their desire that the Inmate Labor Crew Agreement, with all provisions thereunder, be extended for one year, commencing July 1, 2020, and ending June 30, 2021.

**FISCAL IMPACT**

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Once SCDC resumes providing inmate labor to the City, funding is available in the current budget (FY2021) to cover the associated costs.

**RECOMMENDATION**

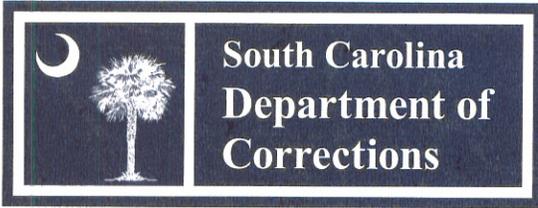
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It is recommended that the staff recommends that Council authorize staff to engage the SCDC and extend the current contract for one year.

**ATTACHMENT**

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Inmate Labor Crew Contract  
Contract Extension Letter



HENRY McMASTER, Governor  
BRYAN P. STIRLING, Director

May 15, 2019

City of Mauldin Public Works  
Attn: Gary W. Woodson  
P. O. Box 249  
Mauldin, SC 29662

**RE: Contract #139**

Dear Mr. Woodson:

This letter is submitted regarding the Inmate Labor Crew Contract between your Agency and the South Carolina Department of Corrections.

It is our desire that this Agreement, with all provisions thereunder, be extended for one year, commencing July 1, 2019, and ending June 30, 2020. In addition to the terms of the previous contract, and amendments to the contract indicates that inmates will not have access to cellular telephones, internet access, social media, etc.

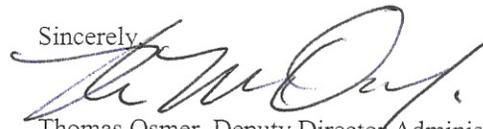
Both parties agree to comply with the Drug-Free Workplace Act, Section 44-107-10 et. Seq. of the South Carolina Code of Laws to provide a drug-free workplace and the deletion of the Iran Divestment Act-Certification (Jan 2015).

If this letter of extension is acceptable to your Agency, please indicate by printing and signing below and return one (1) of the original letters to the **Division of Classification and Inmate Records, Central Classification Office, ATTN: Brandon Byrd, P. O. Box 21787, Columbia, SC, 29221**. Please return this signed letter to this office by **June 28, 2018**.

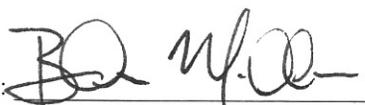
The South Carolina Department of Corrections continues to undergo many changes in policies, procedures and programs; and public safety remains our priority when changes are implemented. As changes are made throughout the Department, the availability of an eligible labor force may be reduced and, consequently, the number of inmates assigned to Contracted Labor crews may be reduced. However, we intend to supply an inmate labor force to all Contracting Agencies as our population and budget allow. You will be contacted should it become necessary to discontinue any contracts.

An Agency who contracts for confinement of its inmates with the South Carolina Department of Corrections shall be required to adopt and comply with the national standards to prevent, detect, and respond to Prison Rape under the Prison Rape Elimination Act (PREA) and permit the South Carolina Department of Corrections to monitor this aspect of the contract to ensure compliance with the PREA standards.

We look forward to our continued relationship with your Agency.

Sincerely,  
  
Thomas Osmer, Deputy Director Administration

TO/beb

Signature:  Date: 6/6/19  
Agency Administrator

Printed Name: Brandon Madden

P.O. Box 21787 - 4444 Broad River Road - Columbia, SC 29221-1787 - Telephone (803) 896-8555

<http://www.doc.sc.gov> E-mail: [corrections.info@doc.sc.gov](mailto:corrections.info@doc.sc.gov)



**SOUTH CAROLINA**  
**DEPARTMENT OF CORRECTIONS**

*Safety, Service, and Stewardship*

August 31, 2020

HENRY McMASTER, Governor  
BRYAN P. STIRLING, Director

City of Mauldin Public Works  
Attn: Brandon Madden, City Administrator  
P. O. Box 249  
Mauldin, SC 29662

**RE: Contract #139**

Dear Mr. Madden:

During this unusual time of coping with the COVID-19 virus, SCDC's goal is to take the necessary precautions to limit the introduction of the virus into our institutions. SCDC is returning employees back to work in phases and continues to limit the movement of inmates inside our institutions or in the community. As a result, SCDC is extending the suspension of the Inmate Labor Crew statewide. This suspension will be reassessed on a monthly basis.

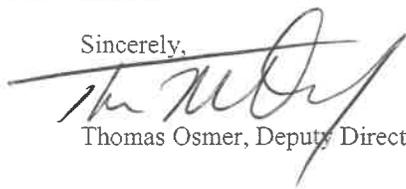
Unfortunately, due to the COVID-19 pandemic, government agencies are only operating with essential staff and we were unable to provide you this letter of extension before the July 31, 2020 deadline. It is still our desire that the Inmate Labor Crew Agreement, with all provisions thereunder, be extended for one year, commencing July 1, 2020, and ending June 30, 2021.

In addition to the terms of the previous contract, and amendments to the contract indicates that inmates will not have access to cellular telephones, internet access, social media, etc. and both parties agree to comply with the Drug-Free Workplace Act, Section 44-107-10 et. Seq. of the South Carolina Code of Laws to provide a drug-free workplace and the deletion of the Iran Divestment Act-Certification (Jan 2015).

If this letter of extension is acceptable to your Agency, please indicate by printing and signing below **and return one (1)** of the original letters to the **Division of Classification and Inmate Records, Central Classification Office, ATTN: Brandon Byrd, P. O. Box 21787, Columbia, SC, 29221**. Please return this signed letter to this office by **September 30, 2020**.

The South Carolina Department of Corrections continues to undergo many changes in policies, procedures and programs; and public safety remains our priority when changes are implemented. As changes are made throughout the Department, the availability of an eligible labor force may be reduced and, consequently, the number of inmates assigned to Contracted Labor crews may be reduced. However, we intend to supply an inmate labor force to all Contracting Agencies as our population and budget allow. You will be contacted should it become necessary to discontinue any contracts.

An Agency who contracts for confinement of its inmates with the South Carolina Department of Corrections shall be required to adopt and comply with the national standards to prevent, detect, and respond to Prison Rape under the Prison Rape Elimination Act (PREA) and permit the South Carolina Department of Corrections to monitor this aspect of the contract to ensure compliance with the PREA standards.

Sincerely,  
  
Thomas Osmer, Deputy Director of Administration

TO/beb

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Agency Administrator

Printed Name: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

A G R E E M E N T

This agreement shall become effective upon the date of the final signature below, by and between the City of Mauldin, hereinafter referred to as the Contracting Agency, and the South Carolina Department of Corrections, a Cabinet Agency in the Executive Branch of Government of the State of South Carolina, by and through its duly authorized agent and Director, hereinafter referred to as the Department.

WITNESSETH

WHEREAS, the Department may permit the use of inmate labor on State highway projects or other public projects in accordance with Section 24-3-130 and Section 24-13-660 of the South Carolina Code of Laws;

WHEREAS, the Contracting Agency is charged with the making of any public improvement for the benefit of the State or with conducting other public service work or related activities in accordance with Section 24-3-130 and Section 24-13-660 of the South Carolina Code of Laws;

WHEREAS, the parties hereto desire to make available the use of inmates who are assigned to or eligible for minimum security institutions as a labor force to be utilized by the Contracting Agency,

WHEREAS, the Department has determined based upon all available information that was provided that the Contracting Agency has sufficient personnel to adequately supervise the inmates, in accordance with Section 24-3-131 and Section 24-13-660 of the South Carolina Code of Laws; and

WHEREAS, the Contracting Agency stipulates that it can and will provide adequate supervision of, and accountability for, the inmates in accordance with Section 24-3-131 and Section 24-13-660 of the South Carolina Code of Laws;

NOW THEREFORE, in consideration for these mutual promises and covenants, the parties hereby agree each with the other that;

1. The Department agrees upon the date of the final signature below, it will provide the Contracting Agency with an appropriate number of able bodied inmates who are assigned to, or are eligible for assignment to, minimum security institutions of the Department to be utilized by the Contracting Agency as a labor force as the Contracting Agency shall require during specified working hours Monday through Friday of each week. The Department Further agrees that in the event of an emergency as so determined by the Contracting Agency, the Department will provide said inmates to be used by the Contracting Agency during times other than during the normal work week.

2. It is agreed that inmates meeting all other qualifications will be assigned to said labor force only upon a voluntary basis and signed statements reflecting such willingness will be required. Moreover, the Contracting Agency shall have the right to refuse to accept specific inmates offered for said labor force.

3. It is agreed that assignment of inmates to and utilization by the Contracting Agency will be without regard to race, creed, color, or national origin. The Contracting Agency shall comply with all applicable laws on discrimination.

4. a. It is agreed that assignment of inmates to an employment activity will be the responsibility of the Contracting Agency; however, the Contracting Agency will ensure that the inmates will not be working under hazardous conditions or in activities that would be in violation of the Occupational Safety and Health Act and State Laws and/or Court Decisions or Consent Decrees, including the prohibition against using inmates on construction projects.

b. The Contracting Agency will also ensure that the inmates are not used in a capacity that requires or permits them to supervise other inmates, other offenders, or any other persons, nor requires or permits them to represent or to act on behalf of any entity, authority, or individual.

c. Further, the Contracting Agency will ensure that the inmate labor force shall not be assigned to an employment activity that may

c. Each orientation and re-orientation session will be documented. The documentation will include subject matter, dates, duration and names of attendees.

d. The Contracting Agency will inform the Department when the inmate labor supervisors are replaced. The Contracting Agency also agrees to review the records of those persons who may be permitted to act as supervisors of the inmate labor force to ensure that said persons, if previously convicted of violating any law, are not under active supervision of the Department of Probation, Parole and Pardon Services.

e. The Contracting Agency understands that pursuant to section 44-23-1150, South Carolina Code of Laws, 1976, as amended, employees found to have relations, as defined by this section, with inmates may be subject to criminal action and imprisonment.

f. The Contracting Agency shall comply with procedures as outlined in current South Carolina Department of Corrections Policies and Procedures relative to inmate relations with news media and others. Specific procedure will be provided to the Contracting Agency and its participating employees during each mandated supervisor orientation.

g. The Contracting Agency shall inform all employees who directly or indirectly supervise inmates that they will be held accountable for violations and/or non-compliance of labor crew rules and regulations and that action may be taken as deemed appropriate and necessary. Serious violations and/or non-compliance will constitute contract termination, unless the Department determines that actions taken by Contracting Agency will prevent further incidents.

h. The Contracting Agency shall abide by all policies and procedures applicable to the inmate labor program as set forth by South Carolina Department of Corrections Policies and Procedures.

i. The Contracting Agency is responsible for the supervision of the inmate labor force and for ensuring that proper accountability for the inmates will be exercised at all times. The Contracting Agency shall immediately report any serious incident or accident involving an inmate to the Department by notifying the institution to which the inmate is assigned.

be expected to result in occupational exposure to Bloodborne Pathogens; however, should the duties of the work performed constitute occupational exposure, it will be the Contracting Agency's responsibility to ensure that universal precautions are taken.

5. a. Should it be necessary for the Contracting Agency to utilize inmates in positions that require the use of equipment, the Contracting Agency shall provide all necessary safety equipment items, safety and training orientation with respect to the use of such equipment, and direct supervision by employees of inmates using such equipment.

b. The Contracting Agency shall ensure that no inmate is allowed to operate a motorized vehicle that requires a driver to be licensed and/or the vehicle to display a license tag. When inmates are assigned to use heavy equipment, mowers, or any other appropriate mechanized apparatus, the Contracting Agency shall ensure that they are properly supervised by trained staff.

c. The Contracting Agency shall assure that inmates receive all training for work activity being performed by inmates as necessary to comply with the Occupational Safety and Health Administration (OSHA). All inmate training records shall be maintained per OSHA requirements by Contracting Agency with copies provided to the Department upon request. Verification of training may be maintained on SCDC Form 22-5, "Inmate Training Roster", or the Contracting Agency's internal form(s) but in all instances must contain at a minimum the inmate's name, SCDC number, date and subject of training session, signature, and name of staff member conducting the training.

6. a. The Department shall provide an orientation session relating to supervision and security concerns for all employees of the Contracting Agency who will directly or indirectly supervise inmates.

b. This training will be updated by the Department when and as needed, and re-orientation session will be conducted at least annually. The Contracting Agency will be responsible for ensuring that all of its employees who will be providing direct or indirect supervision of the inmates attend both the initial and annual orientation sessions. Failure to do so can result in contract termination.

7. The Contracting Agency agrees to provide safe transportation of the said inmates to the work site, transportation back to the institution of assignment, and transportation as necessary throughout the workday. The Contracting Agency shall ensure that no inmate is transported in a privately owned vehicle for any reason. The Contracting Agency shall ensure that inmates are not allowed to leave work areas to go to any other location.

8. a. The Contracting Agency agrees that while it has control of the inmate labor force, it will be responsible for providing necessary immediate and prompt medical care that may be required as a result of injury to or illness of an inmate while working as a member of said labor force. If the injury or illness is non-emergent, the Contracting Agency will be responsible for transporting the inmate back to the institution of assignment for care.

b. The Contracting Agency agrees that it will endeavor to provide the most cost effective care available, treating non-emergent injury or illness at the work site whenever possible and emergent injury or illness by arranging for care in a doctor's office/clinic or in a hospital setting. All injuries or illnesses will be reported to the Department's medical office using the emergency medical pager number provided by the Department.

c. Non-emergent injury or illness consists of:

- 1) Surface lacerations/abrasions when bleeding can be stopped with pressure.
- 2) Insect bites/stings, with no episode of shortness of breath
- 3) Simple muscle strains and sprains, showing swelling but no bones protruding or bone abnormality.

d. Emergent injury or illness consists of:

- 1) Chest pain or shortness of breath unrelieved by rest
- 2) Laceration or abrasion that appears deep enough to require stitches and when bleeding will not stop with pressure and elevation
- 3) Sudden onset of disorientation or confusion, facial droop and/or complaint of numbness/tingling to any extremity (i.e., legs, arms)

4) Falls with head or facial trauma involvement paired with loss of consciousness

5) In hot temperatures, heat stroke, inmate stops sweating, appears confused, appears flushed, skin is hot, dry and red – apply cool wet towels, call EMS

e. Contracting Agency may contact pager number 803-654-3413, for further assistance.

f. Necessary immediate medical care is defined as ensuring that the inmate receives immediate and timely medical attention, whether on-site, in a doctor's office/clinic, or in a hospital setting. Transportation of the inmate, whether by the Contracting Agency vehicle or ambulance, and all expenses related to transportation, will be handled by the Contracting Agency. Costs incurred in the administering of immediate care (i.e., emergency room or office/clinic cost) will be the responsibility of the Contracting Agency. The Department will assume financial responsibility for all medical expenses (hospitalization, scheduled and unscheduled follow-up visits, medication, etc.) upon supervisory control by Department of Corrections' staff and/or return to Department custody of the inmate, provided, however, should the Department in its sole discretion determine that unsafe conditions and/or improper supervision is the proximate cause of the injury, the Contracting Agency will be solely responsible for all medical care attendant to the injury thereto. If the contracting Agency and the Department cannot agree that unsafe conditions and/or improper supervision is the proximate cause of the injury or are otherwise unable to resolve a dispute over financial responsibility for medical care, the parties agree to submit to non-binding arbitration prior to filing any civil action or other litigation related to this agreement. The arbitrator will be selected by agreement of the parties. The arbitration will proceed in accordance with the South Carolina Court-Annexed Alternative Dispute Resolution Rules governing arbitrators and non-binding arbitration. The costs and expenses of the arbitrator shall be split equally between the parties. Each party will be responsible for their own attorney's fees and/or costs, if any. The inmate members of the labor force are not employees of the Contracting Agency.

9. The Contracting Agency shall not loan, trade, or permit inmates to perform work for other public entities, for any private enterprises, or for any private citizens, to include employees of contracting agencies.

10. The Contracting Agency shall not allow inmates to enter into private business transactions or other moneymaking activities. The Contracting Agency shall ensure that all labor performed is on behalf of the Contracting Agency and not for the personal benefit of any inmate, employee or other individual. Further, the Contracting Agency shall not allow any item or message to be delivered to any inmate.

11. The Contracting Agency shall not allow the inmates to enter any business establishments, receive visitors, use telephones or computers.

12. The Contracting Agency agrees that the inmate labor force shall not come in close contact with the general public, except as incidental in the performance of job duties by the labor force and then only with appropriate Contracting Agency supervision.

13. The Contracting Agency will ensure that respective municipal and/or county law enforcement agencies are advised as to the use of inmates by the Contracting Agency, and that their assistance in security-related situations may be needed. The Contracting Agency further agrees that in the event any inmate escapes or is unaccounted for while under the Contracting Agency's control, the Contracting Agency will immediately notify the Department's institution of assignment.

14. a. The Contracting Agency shall reimburse the Department the sum of fifteen dollars (\$15.00) per day for each inmate in the labor force to cover all costs. The amount of reimbursement is subject to increase at each annual renewal of this agreement.

b. In respect to this provision, the Department will submit to the Contracting Agency an accounting each month. The Contracting Agency agrees to remit the proper and full amount due by check within thirty (30) days of receipt of such accounting.

15. The Department and the Contracting Agency agree that the terms of this Agreement shall be in effect until June 30, 2017, commencing upon the date of the final signature below. Following the initial one-year term of this Agreement, both parties may extend the Agreement for four (4) additional one-year terms by signing a letter of extension. If both parties do not consent in writing to the extension, this Agreement shall terminate at the end of the then existing term. The parties further agree that either party may

terminate this Agreement after a period of thirty (30) days following the receipt by the other party of a written notice of such intent or immediately upon mutual consent of the parties. The parties agree that the Department may temporarily suspend the Agreement at any time due to an emergency, or during a period of inquiry and evaluation that is pertinent to the Agreement.

**\*IRAN DIVESTMENT ACT-CERTIFICATION (JAN 2015):** (a) The Iran Divestment Act List is a list published by the board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you signed, you are not on the then current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-1]

**\*2015 Open Trade Clauses: OPEN TRADE REPRESENTATION (JUN 2015):** By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

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OPEN TRADE (JUN 2015): During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

*\*The "Iran Divestment Act-Certification (JAN 2015)" and "2015 Open Trade Clauses: OPEN TRADE REPRESENTATION (JUN 2015)" does not apply between state agencies.*

IN WITNESS WHEREOF, SCDC and City of Mauldin, by their authorized agents, in consideration of the mutual promises, covenants, and conditions exchanged between them, have executed this Agreement to be effective as of the date of the final signature below.

SOUTH CAROLINA DEPARTMENT OF  
CORRECTIONS

BY: Byron P. [Signature] 6/21/17  
Agency Director Date

WITNESSES:

Manya D. [Signature]  
[Signature]

CITY OF MAULDIN

BY: Raymond C. [Signature] 5/12/17  
Administrator Date

WITNESSES:

[Signature]  
[Signature]

# CITY COUNCIL AGENDA ITEM

**MEETING DATE:** October 19, 2020

**AGENDA ITEM:** 8f

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**TO:** City Council

**FROM:** City Administrator Brandon Madden

**SUBJECT:** Lighting Agreement with Laurens Electric

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## **REQUEST**

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Council is requested to approve a lighting agreement with Laurens Electric for the addition of a street light along Basswood Dr.

## **HISTORY/BACKGROUND**

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Residents along Basswood Dr., via Council, has submitted concerns regarding the lack of street lighting along their road.

## **ANALYSIS or STAFF FINDINGS**

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Given the concerns of the residents, the City requested what is tantamount to a lighting survey by Laurens Electric along Basswood Dr. Per the survey, Laurens Electric stated that the end of Basswood Dr. does not have a security light, and the addition of a light between the homeowners at 120 Basswood Drive would result in the lights evenly distributed down the entire road.

The home owners have agreed to allow for the light to be placed between their homes.

## **FISCAL IMPACT**

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\$13.84 per month, should Council approve the lighting agreement. Funding is available in the FY2021 budget for this addition.

## **RECOMMENDATION**

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Staff recommends approval of the agreement.

## **ATTACHMENT**

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Lighting agreement.

Light Map No. \_\_\_\_\_

## LAURENS ELECTRIC COOPERATIVE OUTDOOR LIGHTING AGREEMENT

Agreement made \_\_\_\_\_, 20\_\_\_\_, between the Laurens Electric Cooperative, Inc. (hereinafter called the lessor), and \_\_\_\_\_, (hereinafter called the lessee) \_\_\_\_\_

**WITNESSETH:** The lessor agrees to lease to the lessee and the lessee agrees to lease from the lessor exclusively the lighting equipment as agreed upon by both parties but initially consisting of the units listed below **(1-A)**.

**Rates:** Based on the initial installation as specified in this agreement and for service from dusk to dawn the monthly charge including energy charge will be:

**1-A**

Qty	Description	*Unit Cost	*Total Unit Cost
<b>Total</b>			

\*Cost Per Month for lighting is subject to change due to KWH cost increase.

**Payment:** Bills for service hereunder are payable within twenty days after the bill is mailed to the lessee.

**Conditions of Installation:** Lighting equipment including lamps, fixtures and the necessary lighting circuits, transformers, poles and additional guys and fittings may be furnished by the lessor. The lessee shall be required to pay the cost of all work and material above and beyond reasonable cooperative installation procedures.

**Continuity of Service:** The lessor shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy; but if such supply shall fail or be interrupted, or become defective through act of God, or act of terrorist, or by accident, strikes, labor troubles, or by actions of the elements or inability to secure right-of-way, or other permits needed, or for any cause beyond the reasonable control of the seller, the seller shall not be liable therefore.

**Equipment Maintenance:** Maintenance of Equipment will be as indicated below (choose one):

\_\_\_\_\_ Lessor will be responsible for maintenance of all light related material as prescribed by normal cooperative procedures.  
\*Lessee shall be responsible in cases of abuse or vandalism.

\_\_\_\_\_ Lessor shall assume the responsibility for ordinary maintenance of lamps, photocells, and necessary lighting circuits. Lessee shall be responsible for maintenance and replacement of poles, fixtures, and foundations. \*Lessee shall also be responsible in cases of abuse or vandalism.

\*Payments due lessor (LEC) shall be billed to the lessee (consumer) on a monthly bill for service.  
Any special circumstances are to be listed above in **1-A**.

**Membership:** If the lessee is a member of the Laurens Electric Cooperative, Inc., no additional membership is required; otherwise, the lessee shall become a member of Laurens Electric Cooperative, Inc., by paying a membership of \$5.00 and be bound by the provisions of the articles of incorporation and by-laws of the lessor and by such rules and regulations as may from time to time be adopted by the lessor.

**Terms:** \_\_\_\_\_ \*(initial) This agreement shall become effective on the date service is first delivered hereunder by the lessor to the \*lessee, and shall remain in effect for a period of (circle one) **five (5) years / ten (10) years / other ( \_\_\_\_ specify years)** and thereafter. Contract termination will be considered upon written notice thirty (30) days prior to said termination by either party and agreement by both parties on termination conditions. Upon early termination Laurens Electric Cooperative will require full payment of any outstanding contract balances owed Laurens Electric Cooperative.

**Succession:** Upon the Creation of a legal entity designated as a "Home Owner's Association" this agreement may be transferred or assigned from the Developers to the legal entity as the lessee. In the event a legal entity designated as a "Home Owner's Association" is not created the responsible party and lessee herein shall remain The Developers. This agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the respective parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives all as of the day and year first above written.

**Lessee**

**Laurens Electric Cooperative, Inc.**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

# CITY COUNCIL AGENDA ITEM

**MEETING DATE:** October 19, 2020

**AGENDA ITEM:** 8g

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**TO:** City Council

**FROM:** Economic Development Director Van Broad

**SUBJECT:** Traffic Signal Agreement with Fore Properties, LLC.

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## REQUEST

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Council is requested to approve a traffic signal agreement with Fore Properties, LLC (Fore).

## HISTORY/BACKGROUND

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Fore is developing a residential property along W. Butler Road and Holly Ridge Court. A traffic impact study was required for Fore's development and therefore conducted on September 24, 2018 by Sprague & Sprague Consulting Engineers. The South Carolina Department of Transportation determined that the traffic impact study warranted a traffic signal at W. Butler Road, Holly Ridge Court and Plant Street.

A traffic signal installation plan was drafted by Ridgeway Traffic Consulting on May 8, 2019 and Fore will fund the construction of the traffic signal. The construction of the traffic signal will be managed by CoTransCo.

To facilitate the project, the City can apply for funding assistance for this project through the Greenville Legislative Delegation Transportation Committee (GLDTC). The GLDTC offers funding through the 'C' fund program to improve state, county, and city roads as well as other transportation projects.

The City will not be responsible for any of the costs. Rather, the City will serve as an escrow agent for the construction of the project through the C-funds Committee.

## ANALYSIS or STAFF FINDINGS

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Via the agreement, Fore will be responsible for the total cost of the project, including any cost overruns. The City will only serve as an escrow agent for this project.

## FISCAL IMPACT

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None is associated with this request.

## RECOMMENDATION

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Staff recommends approval of the agreement.

**ATTACHMENT**

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Agreement with Fore  
C-Fund Application



NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, Fore, and the City do hereby declare and establish this Traffic Signal Agreement subject to the terms and conditions herein:

1. The City shall apply for funding for the Improvements through the Greenville Legislative Delegation Transportation Committee (hereinafter "GLDTC") 'C' fund program at the earliest possible date in Calendar year 2020.
2. Fore shall be responsible to pay fifty percent (50%) of the costs of the Improvements and all Overruns subject to the terms herein. Fore's portion of the Improvements are estimated to be One Hundred Fifty Two Thousand Nine Hundred Sixty Two and 19/100ths (\$152,962.19). Fore shall deposit the amount of One Hundred Fifty Two Thousand Nine Hundred Sixty Two and 19/100ths (152,962.19) Dollars with the City at the later of i) ninety (90) days of the execution of this Agreement or ii) as required by the GLDTC and the City to fund the Improvements.
3. Should the actuals costs of the Improvements exceed the estimate herein above by CoTransCo ("Overruns"), the City shall notify Fore in writing as to the nature and cost of such Overruns. Fore agrees to pay one hundred percent (100%) of the cost of such Overruns.
4. The City, as Escrow Agent, shall be responsible to disburse funds to CoTransCo as requested by CoTransCo to perform the project.
5. The Escrow Agent shall not be held to any liability whatsoever in tort, contract or otherwise in connection with the execution and delivery of this Escrow Agreement, the establishment of the Escrow Account, or any act, omission, or error of the Escrow Agent made in good faith in the conduct of its duties and not involving gross negligence.
6. Fore agrees to release and hold the City harmless from any claims, damages, causes of action, injuries that may be claimed or alleged to have been sustained from the construction of the Improvements, except to the extent the same result from the negligence or willful misconduct of the City.
7. The parties further recognize and agree that they have had an opportunity to discuss the terms of this Agreement with legal counsel of their own choosing and that they are signing this Agreement of their own free will and understand the terms of the Agreement.
8. It is acknowledged that the foregoing recitals are a material part of this Agreement and are hereby integrated and made a part hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**SIGNATURE PAGES TO FOLLOW**







GREENVILLE LEGISLATIVE DELEGATION  
TRANSPORTATION COMMITTEE

301 University Ridge, Suite 2400  
Greenville, South Carolina 29601  
Telephone: 864-467-7112  
Facsimile: 864-467-7151

**C-FUND ASSISTANCE APPLICATION**

Project Location W. Butler Rd. (S-107) / Hollyridge Ct. / Plant St. House District \_\_\_\_\_

Road ownership:  State  County  Local (City)

Applicant's Name Fore Properties, LLC

Applicant's Address 96 Brookfield Oaks Dr., Suite 120, Greenville, SC 29607

Applicant's Phone # 864-250-0828 Email Address Mark@CothranProperties.com

Total Project Cost \$ 305,924.37 Total C-Fund Requested \$ 152,962.18

Applicable Government Entity City of Mauldin  
(if unknown, GLDTC will assign)

Brief description of existing problem or need:  
This signal will serve two public side streets and provide signalized access to West Butler Road for the existing Gleneagle Apartments via the entrance on Rose Circle and to future development on Hollyridge Court and Plant Street. The SCDOT traffic count in 2018 was 28,900 (station #355)

Brief description of how the proposed improvement will remedy the existing problem or need:  
Because the signal will serve two existing public streets and will provide signalized access for existing development to West Butler with its increasing volumes, Fore Properties, LLC is requesting participation by the GLDTC in the installation of the signal at West Butler Road/Hollyridge Court/Plant Street.

Are you aware of any other funding sources (i.e., State or local governments, special purpose district, businesses, property owners, etc.)? If so, please identify them.  
No

Who will be responsible for cost overruns? Fore Properties, LLC

Who will be the Project Manager? CoTransCo - Terry Bragg

Is supplemental data provided with this application?  Yes  No  
(Cost estimate, pictures, etc.)

If yes, please specify Traffic Study, SCDOT Recommendation, Request Narrative, Aerial, Design

**Note: Please submit the original and twelve (12) additional copies of the application. Location maps should also accompany the application.**

10/12/20  
Date

  
Applicant's Signature

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## Estimate/Quote

Contractor: Little Mountain Contracting LLC #4400018229

Project: West Butler Road and Holly Ridge Drive/Plant Street

Expected Completion Date:

\* SCDOT Fixed Price On-Call Contract, effective 7/7/2014, change order #3 effective 1/2018.  
[Click here to see contract.](#)

5/8/2020

LINE	PAY ITEM	ESTIMATED QUANTITY	UNIT	COST	TOTAL COST	DESCRIPTION, SPECIFICATION REFERENCE
18	6750275	400.00	LF	\$8.70	\$3,480.00	FURNISH & INSTALL 1.0" SCHEDULE 80 PVC CONDUIT
19	6750278	950.00	LF	\$9.90	\$9,405.00	FURNISH & INSTALL 2.0" SCHEDULE 80 PVC CONDUIT
20	675027C	300.00	LF	\$15.79	\$4,737.00	FURNISH & INSTALL 3.0" SCHEDULE 80 PVC CONDUIT
24	6770388	1000.00	LF	\$2.40	\$2,400.00	FURNISH & INSTALL NO. 14 COPPER WIRE, 4 CONDUCTOR (BLACK)
25	6770389	1000.00	LF	\$2.46	\$2,460.00	FURNISH & INSTALL NO. 14 COPPER WIRE, 4 CONDUCTOR (GRAY)
26	6770393	1250.00	LF	\$2.63	\$3,287.50	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR (BLACK)
27	6770394	1450.00	LF	\$2.71	\$3,929.50	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR (GRAY)
30	6770470	6200.00	LF	\$2.88	\$17,856.00	FURNISH AND INSTALL FIBER OPTIC CABLE-SINGLE MODE
32	6770476	3.00	EA	\$1,956.00	\$5,868.00	FURNISH AND INSTALL FIBER OPTIC INTERCONNECT CENTER
33	6770482	3.00	EA	\$1,900.00	\$5,700.00	FURNISH AND INSTALL FIBER OPTIC MODEM
37	6888082	3.00	EA	\$1,627.50	\$4,882.50	FURNISH AND INSTALL FACTORY TERMINATED PATCH PANEL
48	6770413	2850.00	LF	\$0.42	\$1,197.00	FURNISH AND INSTALL NO. 14 COPPER WIRE, 1-CONDUCTOR FOR LOOP WIRE
49	6780496	950.00	LF	\$6.10	\$5,795.00	SAWCUT FOR LOOP DETECTOR
70	6800499	1.00	EA	\$870.00	\$870.00	FURNISH AND INSTALL ELECTRICAL SERVICE FOR TRAFFIC SIGNAL (COMPLETE WITH RISER, METER, AND DISCONNECT SWITCH)
73	6800518	7.00	EA	\$462.00	\$3,234.00	FURNISH AND INSTALL 13"X24"X18"D.ELEC.FLUSH UNDGRD.ENCLOSURE-(STR.POLY.CONC.)HD
74	680052C	1.00	EA	\$510.00	\$510.00	FURNISH AND INSTALL 17"X30"X26"D.ELEC.FLUSH UNDGRD.ENCLOSURE-(STR.POLY.CONC.)HD
82	6825090	5000.00	LF	\$4.00	\$20,000.00	FURNISH AND INSTALL 1/4" GALVANIZED STEEL CABLE
83	6825092	400.00	LF	\$6.30	\$2,520.00	FURNISH AND INSTALL 3/8" GALVANIZED STEEL CABLE
93	6865731	8.00	EA	\$597.38	\$4,779.04	FURNISH AND INSTALL 12" 1-WAY-3 SECTION/R.Y.G./VEHICLE TRAFFIC SIGNAL
114A	6865834a	10.00	EA	\$175.20	\$1,752.00	FURNISH AND INSTALL BACKPLATE W/ RETROREFL.BORDERS FOR 3 SECTION TRAFF. SIG.
117	6865723	2.00	EA	\$682.72	\$1,365.44	F&I - 12" 1-WAY-3 SECTION/RA.YA.YAF/VEH TRAFFIC SIGNAL
119	6865783	4.00	EA	\$654.00	\$2,616.00	FURNISH AND INSTALL 1-WAY-1SECT.(COUNTDOWN HAND/MAN EMBLEM)/PED.SIG.HEAD
135	6865794	4.00	EA	\$222.00	\$888.00	FURNISH & INSTALL PEDESTRIAN PUSH BUTTON MICROSWITCH TYPE STATION ASSEMBLY (9"x15") AND SIGN (R-10-3E)
154	682505B	4.00	EA	\$6,380.00	\$25,520.00	FURNISH AND INSTALL 28" STEEL STRAIN POLE, POLE BANDS AND HARDWARE AND FOUNDATION
167	6845511	1.00	EA	\$13,664.00	\$13,664.00	FURNISH & INSTALL CONTROLLER AND 332/336 CABINET ASSEMBLY - BASE MOUNTED INC FDN
221	6513015	2.00	EA	\$180.00	\$360.00	MOUNTING ASSEMBLY FOR F.S. SIGN ERCTD ON SPAN WIRE
226	6510105	22.00	SF	\$26.40	\$580.80	FURNISH AND INSTALL FLAT SHEET, TYPE III, FIXED SIZE & MESSAGE SIGN (SHOULDER MOUNTED)
227	6510108	15.00	SF	\$33.00	\$495.00	FURNISH AND INSTALL FLAT SHEET, TYPE VIII OR IX, SIZE DETERMINED BY MESSAGE (OVERHEAD)

**Total\*\*:** \$150,151.78

103.1 MOBILIZATION, 103.2 MOBILIZATION OF MATERIAL						
252	1031010	1.00	EA	4%	\$8,006.07	SUBCONTRACTOR MOBILIZATION (BORING, FIBER, CONCRETE, ASPHALT, MARKING, LIGHTING, OTHER) (4% of the total cost of work order or minimum of \$400, whichever is greater)
		INSERT 4% of TOTAL** ABOVE or \$400 (whichever is greater)		Min \$400		

2	9610021		EA	\$173.89	\$0.00	MOBILIZATION OF MATERIAL PER WORK ORDER, 1-100 MILES BETWEEN LOCATION OF MATERIAL AND WORKSITE
3	9610022		EA	\$289.82	\$0.00	MOBILIZATION OF MATERIAL PER WORK ORDER, 101-250 MILES BETWEEN LOCATION OF MATERIAL AND WORKSITE
4	9610023		EA	\$405.75	\$0.00	MOBILIZATION OF MATERIAL PER WORK ORDER, 251+ MILES BETWEEN LOCATION OF MATERIAL AND WORKSITE

TRAFFIC CONTROL						
253	1071100	1.00	EA	10.00%	\$15,015.18	SUBCONTRACTOR (BORING, FIBER, CONCRETE, ASPHALT, MARKING, LIGHTING, OTHER) TRAFFIC CONTROL PRIMARY ROAD / WORK ORDER (10% of total cost of work order or minimum of \$275, whichever is greater)
		INSERT 10% of TOTAL** ABOVE or \$275 (whichever is greater)		Min \$275		Use either item 253 or 254
		OR				
254			EA	14.00%	\$0.00	SUBCONTRACTOR (BORING, FIBER, CONCRETE, ASPHALT, MARKING, LIGHTING, OTHER) TRAFFIC CONTROL PRIMARY ROAD / WORK ORDER (NIGHT WORK) (14% of total cost of work order or minimum of \$350, whichever is greater)
		INSERT 14% of TOTAL** ABOVE or \$350 (whichever is greater)		Min \$350		

6a			HR	\$175.00	\$0.00	TRAFFIC CONTROL PROVIDED FOR SCDOT WORK INCLUDING FLAGMAN, TEMP SIGNS SET UP AND CONE SET UP
6b			HR	\$250.00	\$0.00	TRAFFIC CONTROL PROVIDED FOR SCDOT WORK INCLUDING FLAGMAN, CONE SET UP, TEMPORARY SIGNS, ARROW BOARD
6c			HR	\$400.00	\$0.00	TRAFFIC CONTROL PROVIDED FOR SCDOT WORK INCLUDING FLAGMAN, CONE SET UP, TEMPORARY SIGNS, ARROW BOARD, TRUCK W/ CRASH CUSHION

**Total:** \$21,021.25

**TOT SIGNAL CONTRACTOR:** \$171,173.03

## State On-Call Traffic Signal Cost Estimate Sheet

**FIBER SUB:**

Project:

Expected Completion Date:

\* SCDOT Fixed Price On-Call Contract, effective 7/7/2014, change order #3 effective 1/2018.

[Click here to see contract.](#)

5/8/2020

LINE	PAY ITEM	ESTIMATED QUANTITY	UNIT	COST	TOTAL COST	DESCRIPTION, SPECIFICATION REFERENCE
41		52.00	EA	\$26.25	\$1,365.00	FIBER OPTIC FUSION SPLICING < 24 SPLICES

**Total\*\* \$1,365.00**

**103.1 MOBILIZATION, 103.2 MOBILIZATION OF MATERIAL**

LINE	PAY ITEM	ESTIMATED QUANTITY	UNIT	COST	TOTAL COST	DESCRIPTION, SPECIFICATION REFERENCE
252	1031010	1.00	EA	4%	\$400.00	SUBCONTRACTOR MOBILIZATION (BORING, FIBER, CONCRETE, ASPHALT, MARKING, LIGHTING, OTHER) (4% of the total cost of work order or minimum of \$400, whichever is greater)
		INSERT 4% of TOTAL** ABOVE or \$400 (whichever is greater)		Min \$400		

**TRAFFIC CONTROL**

LINE	PAY ITEM	ESTIMATED QUANTITY	UNIT	COST	TOTAL COST	DESCRIPTION, SPECIFICATION REFERENCE
253	1071100	1.00	EA	10.00%	\$275.00	SUBCONTRACTOR (BORING, FIBER, CONCRETE, ASPHALT, MARKING, LIGHTING, OTHER) TRAFFIC CONTROL PRIMARY ROAD / WORK ORDER (10% of total cost of work order or minimum of \$275, whichever is greater)
		INSERT 10% of TOTAL** ABOVE or \$275 (whichever is greater)		Min \$275		Use either item 253 or 254
		OR				
254			EA	14.00%	\$0.00	SUBCONTRACTOR (BORING, FIBER, CONCRETE, ASPHALT, MARKING, LIGHTING, OTHER) TRAFFIC CONTROL PRIMARY ROAD / WORK ORDER (NIGHT WORK) (14% of total cost of work order or minimum of \$350, whichever is greater)
		INSERT 14% of TOTAL** ABOVE or \$350 (whichever is greater)		Min \$350		

**Total: \$675.00**

**TOT FIBER SUB CONTRACTOR: \$2,040.00**

## State On-Call Traffic Signal Cost Estimate Sheet

**CONCRETE SUB:**

Project:

Expected Completion Date:

\* SCDOT Fixed Price On-Call Contract, effective 7/7/2014, change order #3 effective 1/2018.  
[Click here to see contract.](#)

5/8/2020

LINE	PAY ITEM	ESTIMATED QUANTITY	UNIT	COST	TOTAL COST	DESCRIPTION, SPECIFICATION REFERENCE
210	7204100	50.00	SY	\$60.00	\$3,000.00	CONCRETE SIDEWALK 4" UNIFORM
211	7203210	60.00	LF	\$25.43	\$1,525.80	C&G - CONC.CURB & GUTTER(2'-0")VERT.
212	7209000	50.00	SY	\$120.00	\$6,000.00	Pedestrian Ramp Construction (includes Detectable Warning Surface and ramp partitions; curb and gutter separate)
		50.00	SY	\$36.00	\$1,800.00	Removal and disposal of existing pavement

**Total\*\* \$12,325.80**

**103.1 MOBILIZATION, 103.2 MOBILIZATION OF MATERIAL**

252	1031010	1.00	EA	4%	\$422.86	SUBCONTRACTOR MOBILIZATION (BORING, FIBER, CONCRETE, ASPHALT, MARKING, LIGHTING, OTHER) (4% of the total cost of work order or minimum of \$400, whichever is greater)
		INSERT 4% of TOTAL** ABOVE or \$400 (whichever is greater)		Min \$400		

**TRAFFIC CONTROL**

253	1071100	1.00	EA	10.00%	\$1,057.14	SUBCONTRACTOR (BORING, FIBER, CONCRETE, ASPHALT, MARKING, LIGHTING, OTHER) TRAFFIC CONTROL PRIMARY ROAD / WORK ORDER (10% of total cost of work order or minimum of \$275, whichever is greater)
		INSERT 10% of TOTAL** ABOVE or \$275 (whichever is greater)		Min \$275		Use either item 253 or 254
		OR				
254			EA	14.00%	\$0.00	SUBCONTRACTOR (BORING, FIBER, CONCRETE, ASPHALT, MARKING, LIGHTING, OTHER) TRAFFIC CONTROL PRIMARY ROAD / WORK ORDER (NIGHT WORK) (14% of total cost of work order or minimum of \$350, whichever is greater)
		INSERT 14% of TOTAL** ABOVE or \$350 (whichever is greater)		Min \$350		

**Total: \$1,480.00**

**TOT CONCRETE SUB CONTRACTOR: \$13,805.80**

## State On-Call Traffic Signal Cost Estimate Sheet

**MARKING SUB:** \_\_\_\_\_

**Project:** \_\_\_\_\_

**Expected Completion Date:** \_\_\_\_\_

\* SCDOT Fixed Price On-Call Contract, effective 7/7/2014, change order #3 effective 1/2018.

[Click here to see contract.](#)

5/8/2020

LINE	PAY ITEM	ESTIMATED QUANTITY	UNIT	COST	TOTAL COST	DESCRIPTION, SPECIFICATION REFERENCE
236	6271015	320.00	LF	\$3.31	\$1,059.20	8" WHITE SOLID LINES THERMOPLASTIC - 125 MIL.
239	6271025	140.00	LF	\$12.10	\$1,694.00	24" WHITE SOLID LINES (STOP/DIAG LINES)-THERMO.-125 MIL
240	6271030	4.00	LF	\$98.06	\$392.24	WHITE SINGLE ARROWS (LT. STRGHT. RT) THERMO.-125 MIL.
242	6271040	2.00	EA	\$168.00	\$336.00	WHITE COMBINATION ARROWS/STR&RT.OR STR&LT)THERMO-125MIL
243		75.00	LF	\$2.40	\$180.00	REMOVAL OF STOP BAR MARKING

**Total\*\*** **\$3,661.44**

**103.1 MOBILIZATION, 103.2 MOBILIZATION OF MATERIAL**

LINE	PAY ITEM	ESTIMATED QUANTITY	UNIT	COST	TOTAL COST	DESCRIPTION, SPECIFICATION REFERENCE
252	1031010	1.00	EA	4%	\$400.00	SUBCONTRACTOR MOBILIZATION (BORING, FIBER, CONCRETE, ASPHALT, MARKING, LIGHTING, OTHER) (4% of the total cost of work order or minimum of \$400, whichever is greater)
						Min \$400
						INSERT 4% of TOTAL** ABOVE or \$400 (whichever is greater)

**TRAFFIC CONTROL**

253	1071100	1.00	EA	10.00%	\$366.10	SUBCONTRACTOR (BORING, FIBER, CONCRETE, ASPHALT, MARKING, LIGHTING, OTHER) TRAFFIC CONTROL PRIMARY ROAD / WORK ORDER (10% of total cost of work order or minimum of \$275, whichever is greater)
						Min \$275
						INSERT 10% of TOTAL** ABOVE or \$275 (whichever is greater)
						OR
254			EA	14.00%	\$0.00	SUBCONTRACTOR (BORING, FIBER, CONCRETE, ASPHALT, MARKING, LIGHTING, OTHER) TRAFFIC CONTROL PRIMARY ROAD / WORK ORDER (NIGHT WORK) (14% of total cost of work order or minimum of \$350, whichever is greater)
						Min \$350
						INSERT 14% of TOTAL** ABOVE or \$350 (whichever is greater)

Use either item 253 or 254

**Total:** **\$766.10**

**TOT MARKING SUB CONTRACTOR:** **\$4,427.54**

# TOTAL SIGNAL WORK ORDER INC SUBS

WORK ORDER #	WORK ORDER TOTAL	Project	NAME
TOTAL	\$171,173.03	SIGNAL PRIME:	
TOTAL	\$0.00	BORING SUB:	
TOTAL	\$2,040.00	FIBER SUB:	
TOTAL	\$13,805.80	CONC SUB:	
TOTAL	\$0.00	ASPHALT SUB:	
TOTAL	\$4,427.54	MARKING SUB:	
TOTAL	\$0.00	LIGHTING SUB:	
<b>TOTAL: \$191,446.37</b>			

# CITY COUNCIL AGENDA ITEM

**MEETING DATE:** October 19, 2020

**AGENDA ITEM:** 8h

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**TO:** City Council

**FROM:** Economic Development Director Van Broad

**SUBJECT:** Agreement for Improvements to Old Laurens Road

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## REQUEST

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Council is requested to approve an agreement with Access 100, LLC, for improvements to Old Laurens Road.

## HISTORY/BACKGROUND

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Access 100, LLC, is developing property in the City along Old Laurens Road (S-566) and Old Stage Road (S-299). Both Old Laurens Road and Old Stage Road are state roads maintained by the South Carolina Department of Transportation (SCDOT).

For the benefit of the City, Greenville County, and the State of South Carolina and for the safety of the users of Old Laurens Road and Old Stage Road and the adjoining property owners of the roads, the intersection of Old Laurens Road with NE Main Street and the intersection of Old Laurens Road and Old Stage Road need upgrading and improvements.

To facilitate the needed improvements, the City can apply for funding assistance through the Greenville Legislative Delegation Transportation Committee (GLDTC). The GLDTC offers funding through the 'C' fund program to improve state, county, and city roads as well as other transportation projects.

The City will not be responsible for any of the costs. Rather, the City will serve as an escrow agent for the project through the C-funds Committee.

## ANALYSIS or STAFF FINDINGS

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Via the agreement, the City will apply for funding for the project through GLDTC's C-fund program. Access 100, LLC, will be responsible for the total cost of the project, including any cost overruns. The City will only serve as an escrow agent for this project.

## FISCAL IMPACT

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None is associated with this request.

## **RECOMMENDATION**

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Staff recommends approval of the agreement.

## **ATTACHMENT**

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Agreement with Access Point, LLC



3. Should the actuals costs of the Improvements exceed the estimate established by CoTransCo (“Overruns”), the City shall notify the Developer in writing as to the nature and cost of such Overruns and the Developer agrees to pay one hundred percent (100%) of the cost of such Overruns.
4. The City, as Escrow Agent, shall be responsible to disburse funds to CoTransCo as requested by CoTransCo to perform the project.
5. The Escrow Agent shall not be held to any liability whatsoever in tort, contract or otherwise in connection with the execution and delivery of this Escrow Agreement, the establishment of the Escrow Account, or any act, omission, or error of the Escrow Agent made in good faith in the conduct of its duties and not involving gross negligence.
6. The Developer agrees to release and hold the City harmless from any claims, damages, causes of action, injuries that may be claimed or alleged to have been sustained from the construction of the Improvements, except to the extent the same result from the negligence or willful misconduct of the City.
7. The parties further recognize and agree that they have had an opportunity to discuss the terms of this Agreement with legal counsel of their own choosing and that they are signing this Agreement of their own free will and understand the terms of the Agreement.
8. It is acknowledged that the foregoing recitals are a material part of this Agreement and are hereby integrated and made a part hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**SIGNATURE PAGES TO FOLLOW**



