CITY COUNCIL MEETING

MONDAY, APRIL 19, 2021 | 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 are encouraged to participate remotely through Zoom. Please visit the City's website at https://cityofmauldin.org/your-government/meeting-minutes-agendas/ to access the meeting via audio and videoconferencing.

CITY OF MAULDIN
CITY COUNCIL MEETING AGENDA
APRIL 19, 2021, 7PM
CITY HALL - COUNCIL CHAMBERS
5 E. BUTLER ROAD

1. **Call to Order** — Mayor Terry Merritt

2. **Proclamations and Presentations** — Mayor Terry Merritt

   a. Presentation of Funding Award from Piedmont Natural Gas and Duke Energy

   b. MHS Navy JROTC Air Rifle Team Presentation

   c. Donate Life Proclamation

   d. National Day of Prayer Proclamation

3. **Reading and Approval of Minutes** — Mayor Terry Merritt

   a. City Council Meeting – March 15, 2021

   b. Special Called Council Meeting- April 8, 2021

4. **Public Comment** — Mayor Terry Merritt

5. **Report from City Administrator** — City Administrator Brandon Madden

6. **Report from Standing Committees** — Mayor Terry Merritt

   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 – Second and Final Reading

a. An ordinance to provide for the annexation of property owned by Tommy Steele Kay, and located at 409 E. Butler Road (Tax Map Parcel: #0546.01-01-032.00), by one hundred percent petition method; and to establish a zoning classification of C-2, commercial, for said property — Councilor Kuzniar

b. An ordinance to amend the Mauldin zoning ordinance to introduce a table of allowed uses applicable to various zoning districts, provide descriptions of the uses allowed, provide additional standards for conditional and special exception uses, introduce general building design standards, amend the nonconforming use standards, and other related amendments — Councilor Kuzniar

c. An Ordinance to approve the sale of a parcel of property owned by the City located in the City at 126 McDougall Court to Stanley McJunkin, and to Authorize the Mayor to execute the deed and any other documents necessary to consummate the sale — Councilor Kraeling

8. New Business — Mayor Terry Merritt

Ordinances – First Reading

a. An Ordinance authorizing the conveyance of certain real property in the City of Mauldin — Councilor Matney

Standing Committee Items

b. Construction Manager At Risk for Mauldin Cultural Center Phase II — Councilor Matney

c. On Call Electrical Services — Councilor Kraeling

d. Resolution Approving the Alteration of the Speed Limit on Holland Road — Councilor King

e. Resolution authorizing and approving a contract for architectural services for the construction of new fire station — Councilor King

f. Electronic Document Storage — Councilor Reynolds

9. Public Comment

10. Council Concerns

11. Adjournment

Proclamation

WHEREAS, One of the most meaningful gifts that a human being can bestow upon another is the Gift of Life through organ, eye, and tissue donation; and

WHEREAS, more than 108,000 children and adults await lifesaving transplants, of which more than 1,300 are in South Carolina; and

WHEREAS, in 2020, for the first time ever, more than 200 South Carolinians said "Yes" to organ donation, saving lives of 514 people awaiting their second chance at life; and

WHEREAS, we are still losing an average of 20 lives every day due to the lack of organs available for transplantation because every 10 minutes, another name is added to the national transplant waiting list, and

WHEREAS, according to national research conducted by Donate Life America, more than 90 percent of Americans support donation and more than 54 percent of South Carolinians have registered at the DMV; and

WHEREAS, the decision to become an organ donor can save up to eight lives and tissue donation can enhance many more – men, women, and children who depend on the generosity and sacrifice of others to receive a second chance at life; and

WHEREAS, every person should support this life saving effort by learning more about organ, eye and tissue donation, making their families aware of their South Carolina driver's license; and

NOW, THEREFORE, I Terry Merritt, by virtue of the authority vested in me as Mayor of the City of Mauldin, do hereby proclaim the month of April as Donate Life Month.

_____

Terry Merritt, Mayor

PROCLAMATION
NATIONAL DAY OF PRAYER

WHEREAS, America needs a moral rebirth and nearly every problem facing our nation today springs from a moral base; and

WHEREAS, We need to implore God's blessings on our country; and

WHEREAS, We need to ask God to forgive our sinfulness and restore our moral perspective; and

WHEREAS, We ask that our citizens be reminded of II Chronicles 7:14: "If my people, who are called on by My name, shall humble themselves and pray, and seek My face, and turn from their wicked ways; then I will hear from heaven, and will forgive their sin, and will heal their land."

NOW THEREFORE, I, Terry Merritt, Mayor of the City of Mauldin, do hereby proclaim May 6, 2021 as

National Day of Prayer

In the City of Mauldin and urge our citizens to join the millions of other Americans across the nation in praying for a moral rebirth in America.

_____
Terry Merritt, Mayor

ATTEST:

_____
Cindy Miller, Municipal Clerk

REVIEWED:

_____
Brandon Madden, City Administrator

MINUTES
MAULDIN CITY COUNCIL MEETING
MARCH 15, 2021, 7PM
CITY HALL - COUNCIL CHAMBERS
5 E. BUTLER ROAD

Members present were Mayor Terry Merritt, Council members Carol King, Taft Matney, Jason Kraeling, Dale Black, and Michael Reynolds. Councilwoman Diane Kuzniar was present via Zoom.

Others present were City Administrator Brandon Madden and City Attorney John Duggan.

1. Call to Order- Mayor Merritt

   a. Invocation- Councilman Kraeling
   b. Pledge of Allegiance- Councilman Kraeling
   c. Welcome Mayor Terry Merritt

2. Proclamations and Presentations- Mayor Merritt read the two proclamations for MHS basketball and June Crawley. Willie Stewart and Andre Clark of the Recreation Department handed out the certificates for the Recreation players.

   a. MHS Boys Basketball
   b. Mauldin Recreation SCAP State Champions: 12U Boys; 10U Boys; 8U Boys; & 10U Girls
   c. Recognition of City Employee June Crawley

3. Public Hearing- The meeting adjourned into the public hearing.

   a. Greenville County Redevelopment Authority – Imma Nwobodu

      Ms. Nwobodu presented the GCRA plan and resolution for this year's CDBG and HOME funds.

      Mayor Merritt reconvened the meeting at 8:15 p.m.

4. Reading and Approval of Minutes

   a. City Council Meeting: February 15, 2021

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

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

5. Public Comment- None

6. Report from City Administrator-City Administrator Brandon Madden reported that the fiscal year budget process has commenced. There is a draft budget on the website. The next budget workshop will be April 1st at 6:00 p.m.

   City Administrator Madden then recognized Chief Bryan Turner, who will be retiring next month. He thanked him for the job he has done at the City and congratulated him on his retirement. Lt. George Miller will be acting Chief.

7. Report from Standing Committees

a. Finance and Policy (Chairperson Reynolds)

b. Public Safety (Chairperson King)- Chairwoman King thanked Chief Turner for his 26 years of service in law enforcement, 15 of that in Mauldin.

c. Public Works (Chairperson Kraeling)

d. Economic Planning and Development (Chairperson Matney)

e. Building Codes (Chairperson Kuzniar)

f. Recreation (Chairperson Black)- Chairman Black said he appreciates all the hard work the Sports Center, Recreation, and Senior Center staff put into our City programs.

8. Unfinished Business- There is no unfinished business.

9. New Business

Ordinances – First Reading

a. An ordinance to provide for the annexation of property owned by Tommy Steele Kay, and located at 409 E. Butler Road (Tax Map Parcel: #0546.01-01-032.00), by one hundred percent petition method; and to establish a zoning classification of C-2, commercial, for said property

Motion: Chairwoman Kuzniar made a motion to approve this ordinance on first reading with Councilman Black seconding.

Councilman Black said this is the property across from Pavan Food Store.

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

b. An ordinance to amend the Mauldin zoning ordinance to introduce a table of allowed uses applicable to various zoning districts, provide descriptions of the uses allowed, provide additional standards for conditional and special exception uses, introduce general building design standards, amend the nonconforming use standards, and other related amendments

Motion: Chairwoman Kuzniar made a motion to approve this ordinance on first reading with Councilman Black seconding.

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

Standing Committee Items

c. A Resolution to rename Centerpointe Boulevard to Bridgeway Boulevard
Motion: Chairwoman Kuzniar made a motion to approve this resolution with Councilman Black seconding.

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

d. Amendment to Social Media Policy

Motion: Chairman Reynolds made a motion to approve the policy amendment with Councilwoman King seconding.

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

e. A Resolution to Approve the Purchase of Property Located at 206 Libby Lane

Motion: Chairman Reynolds made a motion to approve the purchase and allow the Mayor to execute the contract and any other documents necessary with Councilwoman King seconding.

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

f. Corporate and Unincorporated Organization Resolution

Motion: Chairman Reynolds made a motion to adopt this resolution with Councilwoman King seconding.

Chairman Reynolds said he would like to name the City officer on this account. City Administrator Madden said he could be named as the official on the document.

Motion: Chairman Reynolds made a motion to amend his original motion to name City Administrator Brandon Madden as the official on the account. Councilman Matney seconded the motion.

Action: The amendment of the motion was unanimous (7-0).

Action: The motion as amended was unanimous (7-0).

Councilman Kraeling said this requirement is not specific to a particular bank but is a federal requirement. Chairman Reynolds said he believes it is important to protect our employee's privacy and does not agree with this regulation.

g. Amendment to Wrecker Fee Schedule

Motion: Chairwoman King made a motion to accept the wrecker fee schedule as presented to Council. Councilman Reynolds seconded the motion.

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

h. Electrical upgrade for the Cultural Center for the Beachin' Christmas Event Programming

Motion: Chairman Matney made a motion to approve this electrical upgrade not to exceed $15,000 to launch Beachin' Christmas and for use by other cultural center activities. Councilman Kraeling seconded the motion.

Councilman Black asked if this funding would be coming from hospitality and accommodations. Mr. Broad answered yes.

Councilwoman King said the idea of Beachin' Christmas was brought up in 2018 and did not get any traction. She is excited this item is being brought back up.

Councilman Reynolds said normally he would like to see something like this come out of CIP and be budgeted, but he is in favor of it.

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

i. Amendment to Engineering Agreement

Motion: Chairman Kraeling made a motion to accept this amendment to the Frazier Engineering agreement. Councilman Reynolds seconded the motion.

Chairman Kraeling said this is not a budgetary change, it is a change in the scope of work.

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

j. Motion to enter into Executive Session for consideration of a contractual matter related to the Project FD as allowed by State Statute Section 30-4-70 (a)(2)

Motion: Councilwoman King made a motion to go into executive session. Councilman Kraeling seconded the motion.

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

Mayor Merritt reconvened the council meeting at 9:25 pm. Councilman Matney reported out that no decisions were made, and no action taken.

k. Possible action on items discussed in Executive Session- None

Committee of the Whole

l. Resolution for allocation of Greenville County CDBG and Home funds for program year 2021

Motion: Councilwoman King made a motion to consider this item informally. Councilman Kraeling seconded the motion.

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

Motion: Councilman Reynolds made a motion to approve the resolution for 2021 CDBG and Home funds. Councilman Kraeling seconded the motion.

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

10. Public Comment- None

11. Council Requests

Councilman Matney said he would like Council to consider re-authorizing the emergency ordinance to allow for electronic Council voting. As long as the Governor considers issuing an emergency order, the Council should have this ordinance in place.

Councilman Matney thanked Chief Turner for his friendship and service throughout his 15 years of service.

Councilman Reynolds echoed Councilman Matney' s sentiments for Chief Turner.

Mayor Merritt said he received some tickets to the Monster Truck jam at Greenville/Pickens Speedway if anyone is interested.

12. Adjournment- Mayor Merritt adjourned the meeting at 9:30 p.m.

Respectfully Submitted,

Cindy Miller
Municipal Clerk

MINUTES
CITY COUNCIL SPECIAL CALLED MEETING
APRIL 8, 2021
CITY HALL - COURTROOM
5 E. BUTLER ROAD

Members present: Mayor Terry Merritt, Council Members Taft Matney, Carol King, Jason Kraeling, and Diane Kuzniar. Councilman Black was present via Zoom. Per the City Attorney and state law, Councilman Black has the full privileges of an elected official and is able to participate in discussions as well as voting. Councilman Reynolds was not present.

Others present: City Administrator Brandon Madden

1. Call to Order- Mayor Merritt

2. New Business

Ordinance

a. An ordinance to approve the sale of a Parcel of Property owned by the City located in the City at 126 McDougall Court to Stanley McJunkin, and to Authorize the Mayor to execute the deed and any Other documents necessary to consummate the sale

Action: Chairman Kraeling made a motion to approve the ordinance on first reading. Councilwoman King seconded the motion.

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

Resolution

a. A Resolution to authorize the purchase of a tract of land consisting of approximately 8.23 acres located at 700 East Standing Springs Road, and to authorize the Mayor to execute the agreement for the purchase and sale of real property and any other documents necessary to complete the purchase.

Action: Chairman Kraeling made a motion to approve the resolution. Councilwoman King seconded the motion.

Councilman Matney asked if this should be done by ordinance. The City Attorney has in the past been emphatic that sale or purchase of property must be done by ordinance. Mr. Madden said purchase of property does not require an ordinance. Sale of property does.

Brandon Madden asked that the title of the resolution be read into the record. Chairman Kraeling rescinded his original motion and Councilwoman King rescinded her second of the original motion.

b. **Action:** Chairman Kraeling made a new motion reading the title into the record. The motion was to adopt a resolution to authorize the purchase of a tract of land consisting of approximately 8.23 acres located at 700 East Standing Springs Road, and to authorize the Mayor to execute the

agreement for the purchase and sale of real property and any other documents necessary to complete the purchase. Councilman Matney seconded the motion.

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

3. Adjournment- Mayor Merritt

Respectfully Submitted,
Cindy Miller
Municipal Clerk

CITY COUNCIL
AGENDA ITEM

MEETING DATE: April 19, 2021

AGENDA ITEM: 7a

TO: City Council

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

SUBJECT: Annexation of Property at 409 E. Butler Road

OWNER(S):	**Tommy Steele Kay**
AUTHORIZED REP(S):	N/A
TAX MAP NUMBER(S):	0546.01-01-032.00
LOCATION:	409 E. Butler Road
CURRENT ZONING:	R-12, Residential
REQUESTED ZONING:	C-2, Commercial
SIZE OF PROPERTY:	Approx. 3.328 acres
CONTIGUITY	This property is entirely surrounded by the City limits of Mauldin

REQUEST

The City of Mauldin has received a signed petition requesting the annexation and rezoning of a tract of land pursuant to Section 4:2 of the Mauldin Zoning Ordinance. This petition includes approximately 3.328 acres located at 409 E. Butler Road. Part of this property is not in the City and the applicant wishes to annex that remaining portion into the City limits of Mauldin. Meanwhile, the applicant wishes to rezone the entire property, including the portion of the property already in the City limits and the portion of the property being annexed, to the C-2, Commercial, zoning district. This property is currently used for a single-family residence occupied by the owner. The owner intends to market this property for commercial development.

UTILITIES AND SERVICES

All utilities are available including water and sewer. ReWa has a sewer main line along Gilder Creek. The tract is currently located in the Mauldin Fire Service Area and will continue to be served by the Mauldin Fire Department upon annexation.

PLANNING AND ZONING

About the C-2 District

The C-2 district is established to provide for the development of commercial establishments along major thoroughfares. Establishments in this district typically provide goods and services for the traveling public and also for the convenience of local residents.

Surrounding Development/Zoning

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

Direction	Zoning District(s)	Existing Use(s)
North	R-M	Mauldin Church of God
South	C-2	Multiple businesses including: Pavan Food Store and Shock Dance Center
East	C-2	Hammond Law Office
West	R-M	Undeveloped property/floodplain

Comprehensive Plan Analysis

The Future Land Use Map for the property included in this rezoning request is designated as a neighborhood corridor. Neighborhood corridors are intended for neighborhood-type nonresidential uses, including offices, neighborhood commercial, churches, schools, and day care centers.

Although the C-2 district is a little more active than how a neighborhood corridor is described in the comprehensive plan, this district is consistent with the built environment along this section of East Butler Road.

TIMELINE

On February 10, 2021, staff received the signed petition for the annexation and rezoning of this tract.

On February 23, 2021, the Planning Commission voted 6-0 to recommend approval of rezoning the entire property to the C-2 district.

On March 1, 2021, the Building Codes Committee voted 3-0 to forward this matter to City Council with a recommendation of approval.

On March 15, 2021, the City Council unanimously approved this ordinance on first reading.

FISCAL IMPACT

The annexation of this tract will result in a net financial benefit to the City of Mauldin as a result of the collection of commercial property taxes, annual business license fees, and potential hospitality taxes.

RECOMMENDATION

Approve this annexation and rezoning on second reading.

ATTACHMENTS

Proposed Ordinance (maps and petitions attached therein)

ORDINANCE ____-2021

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY TOMMY STEELE KAY, AND LOCATED AT 409 E. BUTLER ROAD (TAX MAP PARCEL: #0546.01-01-032.00), BY ONE HUNDRED PERCENT PETITION METHOD; AND TO ESTABLISH A ZONING CLASSIFICATION OF C-2, COMMERCIAL, FOR SAID PROPERTY

WHEREAS, Tommy Steele Kay, is the sole owner of record title of a parcel of real property containing 3.3 acres, more or less, located at 409 E. Butler Road, which property is contiguous to the City of Mauldin and is more particularly illustrated in Exhibit 1 attached hereto; and,

WHEREAS, an Annexation Petition, attached hereto as Exhibit 2, has been filed with the City of Mauldin by William C. Willimon, requesting that the remainder of aforementioned property currently unincorporated be annexed into the City of Mauldin; and,

WHEREAS, the property to be annexed is contiguous to the City of Mauldin, and is more particularly depicted in Exhibit 1 attached hereto; and,

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

WHEREAS, the proposed zoning of C-2, Commercial, is compatible with the surrounding property uses in the area; and,

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

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

1. ANNEXATION: The unincorporated portion of the real property owned by Tommy Steele Kay, and more particularly depicted in the map attached hereto marked as Exhibit 1, is hereby annexed into the corporate city limits of the City of Mauldin effective immediately upon second reading of this ordinance.

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

3. ZONING ASSIGNMENT: The above referenced property is hereby zoned, in its entirety, C-2, Commercial.

_____
Terry Merritt, Mayor

ATTEST:

_____
Cindy Miller, Municipal Clerk

First Reading: _____

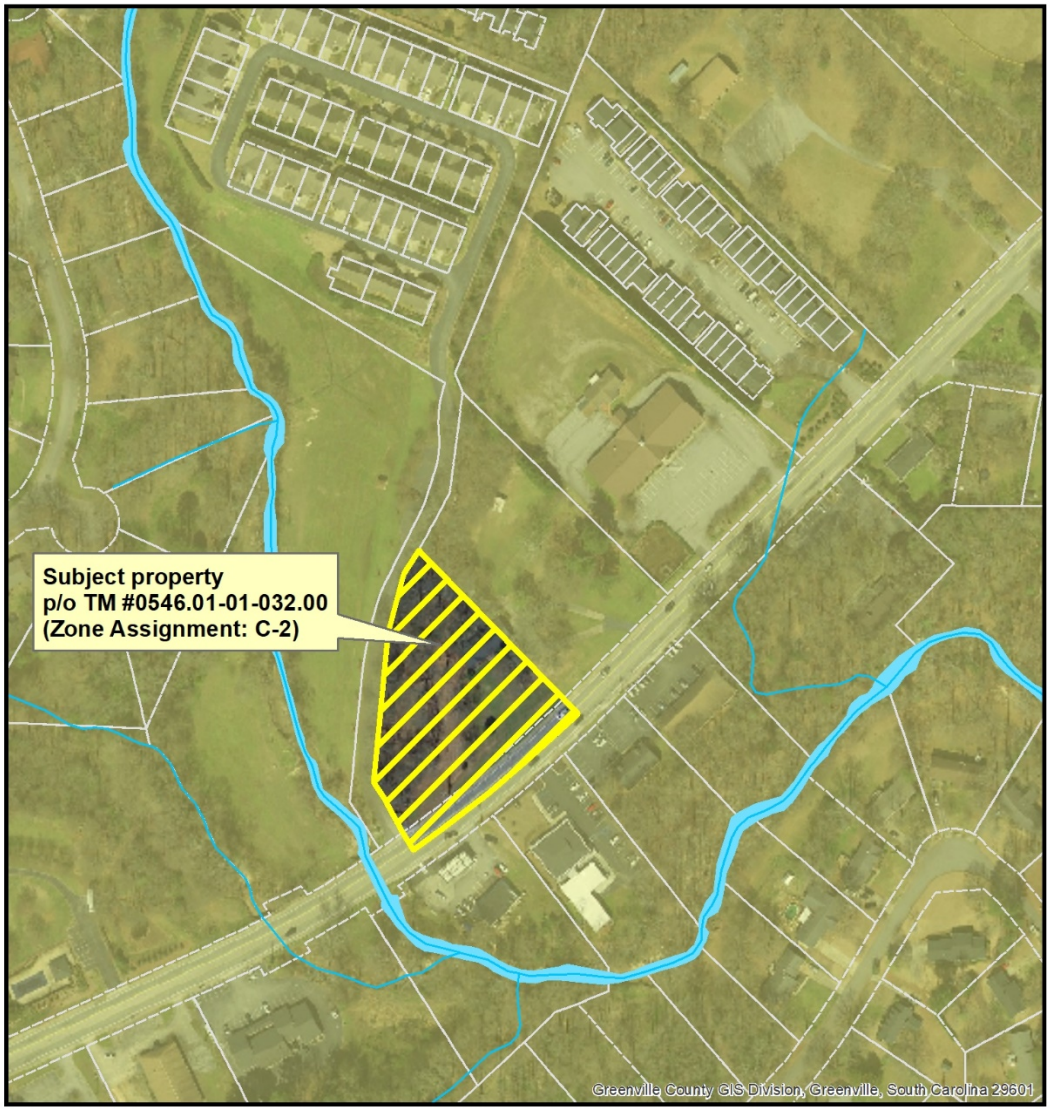
Second Reading: _____

Approved as to Form:

_____
City Attorney

EXHIBIT 1 – ANNEXATION MAP

409 E. Butler Road Annexation Map



Legend

Subject Property

Mauldin City Limits

N

0 200 Feet

Created on February 2, 2021

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EXHIBIT 2 – PETITION

PETITION FOR ANNEXATION OF REAL PROPERTY OWNED BY TOMMY STEELE KAY, AND LOCATED AT 409 EAST BUTLER ROAD INTO THE CITY OF MAULDIN BY ONE HUNDRED PERCENT (100%) METHOD

Petitioner, Tommy Steele Kay, is the sole owner [freeholder owning one hundred (100%) percent of the assessed value of real property in the area proposed to be annexed] of a parcel of real property in Greenville County containing approximately 3.328 acres, more particularly described in the property description attached hereto marked as Exhibit A, and the Property Map attached hereto marked as Exhibit B.

Petitioner hereby petitions to annex the remaining portion of their property consisting of approximately 1.4 acres, which is contiguous to the City of Mauldin, into the corporate limits of the City of Mauldin. Petitioner also hereby petitions to assign their entire property consisting of approximately 3.328 acres to the zoning classification of C-2, Commercial, as depicted in Exhibit C attached hereto, on the Official Zoning Map of the City of Mauldin.

This Petition is submitted to the City of Mauldin pursuant to the provisions of S.C. Code §5-3-150(3) authorizing the City Council to annex an area by the one hundred percent (100%) method.

This Petition is dated this 9th day of February, 2021 before the first signature below is attached.

The Petitioner requests that the tract described above and shown on the attached Exhibit A be annexed into the corporate city limits of the City of Mauldin and assign the entire property consisting of approximately 3.328 acres to the zoning classification of C-2, Commercial, as depicted in Exhibit C attached hereto.

February 9, 2021
Date

Tommy Steele Kay
Tommy Steele Kay

Tommy Steele Kay.
Witness

Tommy Steele Kay
Witness

EXHIBIT A

PROPERTY DESCRIPTION

ALL those pieces, parcels and tracts of land lying and being situate on the westerly side of East Butler Road, near Mauldin, in the County of Greenville, State of South Carolina, being known and designated as Tract Nos. 1 and 2, according to final plat of East Butler Estates, prepared by Carolina Engineering and Surveying Company, Greenville, South Carolina, April 7, 1966, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin; thence further along East Butler Road, S. 44-28 W., 400 feet to an iron pin; thence further along said road, N. 1445 E., 100 feet to an iron pin; thence further along said road, N. 31-25 E., 32 feet at joint rear corner of Tracts 1 and 2; thence further along said road, N. 26-55 E., 103.3 feet to an iron pin; thence further along said road, N. 4-37 E., 132 feet to an iron pin at joint rear corner of Tracts 2 and 3; thence along the joint line of the said tracts, S. 45-32 E., 425 feet to an iron pin at the joint front corner of Tracts 2 and 3 at the point of beginning.

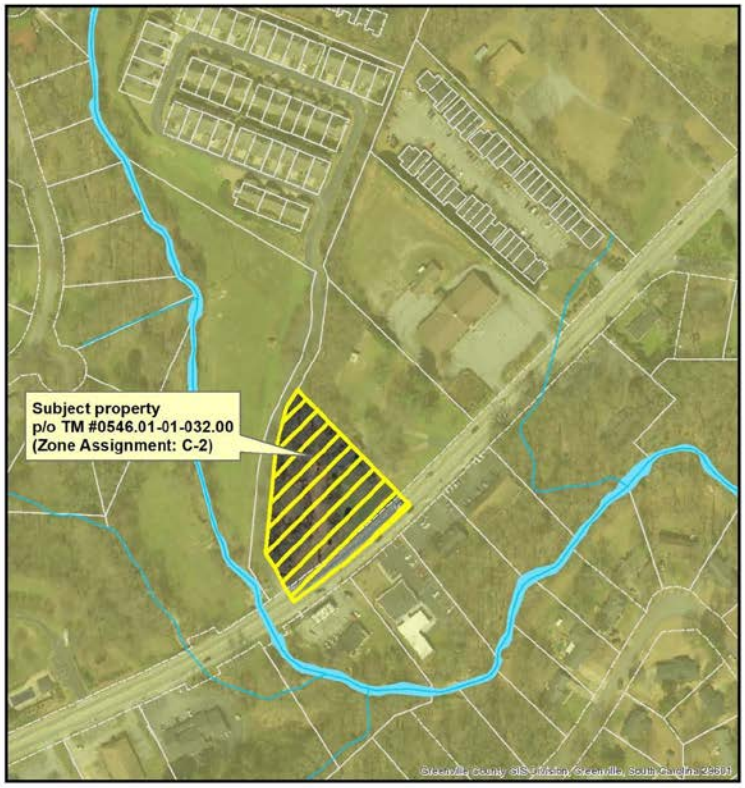
LESS, HOWEVER:

THAT certain parcel containing 0.051 acres as shown on plat entitled "Survey for Eastcreek Development Partners, LLC", previously conveyed by Tommy Steele Kay and Sandra Kay to Eastcreek Development Partners, LLC, by their deed recorded in the Office of the Register of Deeds for Greenville County on January 17, 2000 in Deed Book 1892 at Page 55.

TAX MAP #0546.01-01-032.00

EXHIBIT B

PROPERTY MAP



Legend

Subject Property

Mauldin City Limits

N

Feet

0 200

Created on February 2, 2021

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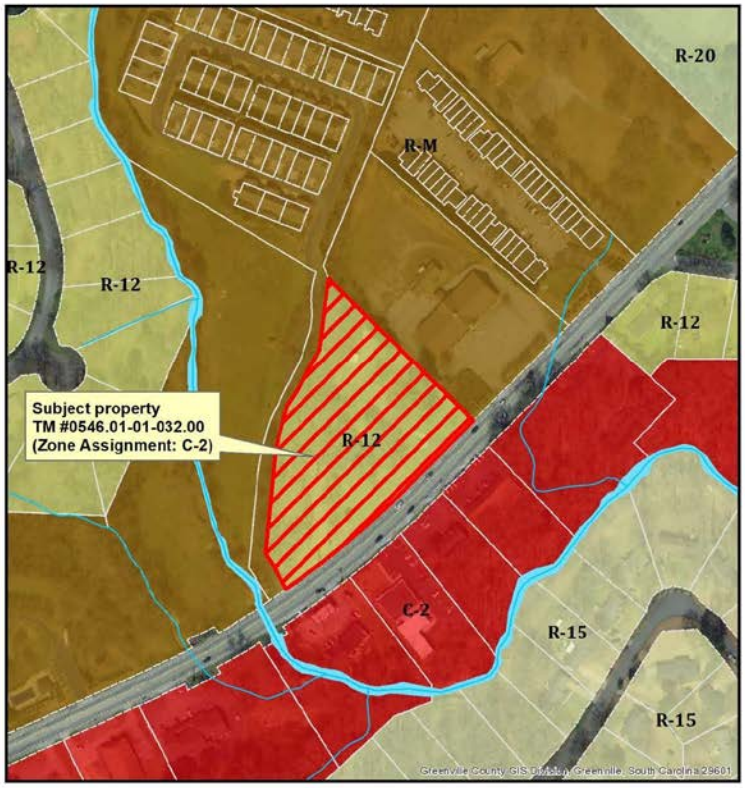
EXHIBIT C

ZONING MAP



Legend

Subject Property

N

0 Feet 200

Created on February 2, 2021

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CITY COUNCIL
AGENDA ITEM

MEETING DATE: April 19, 2021

AGENDA ITEM: 7b

TO: City Council

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

SUBJECT: Text Amendment for Allowed Uses, Use Standards, and Building Design Standards

BACKGROUND

For years City Officials have shared a vision for improved development along Main Street and Butler Road. Plans and work on the redevelopment of City Center have contributed to this vision. However, various aspects of the zoning ordinance have not been updated to meet this vision. For example, the current zoning ordinance provides lists of allowed land uses that are rather outdated and do not meet the vision for Main Street, Butler Road, and City Center. Additionally, the zoning ordinance is extremely light on any building design standards that similarly contribute to the vision for the future of the City.

INTRODUCTION TO DRAFT ORDINANCE

The attached draft ordinance introduces a consolidated table of allowed uses, describes each of the use categories listed in the table, provides standards for conditional and special exception uses, and establishes general building design standards. Additionally, the draft ordinance relocates and rearranges a few sections of the zoning ordinance so that related regulations are grouped together and easier to find.

The Comprehensive Plan provides that retail stores, restaurants, hotels, business services (banks, print shops, etc.) and offices should be the predominant use along the commercial areas of Main Street and Butler Road. In accordance with the Comprehensive Plan, the types of uses that are allowed in commercial areas along Main Street and Butler Road have been updated. Some uses such as automobile sales and trailer rentals have been removed as permitted uses in commercial districts along Main Street and Butler Road.

SUMMARY OF DRAFT ORDINANCE

The following is a summary of the draft ordinance.

Renamed Zoning Districts

A couple of zoning districts have been renamed so that the name is more consistent with the City's vision and the intent of the district. These include:

- The C-1 district, which is predominantly adjacent to residential areas, has been renamed from "Commercial District" to "Light Commercial District."
- The C-2 district, which is predominantly located along Main Street and Butler Road, has been renamed from "Highway Commercial District" to "General Commercial District."

- The S-1 district has been renamed from "Services District" to "Trades and Commercial Services District."

Table of Allowed Uses

The lists of uses in each separate zoning district in Article 5 have been removed and have been replaced with a consolidated table of allowed uses in Article 7. The list of uses in this table have been consolidated into classifications that group land uses and activities based on common functional, operational, or physical characteristics. The new table of allowed uses is attached at the end of this report for convenience. In addition to the new table of allowed uses, Article 7 also includes the following provisions:

- Article 7 includes a key that indicates what each of the symbols in the table means.
- Article 7 provides direction on how uses not listed in the table will be reviewed.
- Article 7 establishes descriptions of each of the use classifications listed in the table so that it is easier to interpret and understand what uses are entailed in each classification.

Relocation and Rearrangement of Sections

Some of the sections have been relocated and rearranged so that related regulations are grouped together and easier to find rather than hidden in the shadows. This reorganization includes the following:

- Article 7 previously entailed "Provisions for Uses Permitted by Special Exception." This article has been repealed to make room for a new Article 7 that regulates "Allowed Uses."
- The general provisions for special exceptions previously located in Article 7 have been moved to Section 4:1.3.5 which contains similar provisions pertaining to the duties of the Board of Appeals as it relates to special exceptions.
- Article 8, which previously entailed design standards for some residential uses, now entails the use standards for all residential conditional and special exception uses.
- Article 10, which previously entailed use standards for some conditional uses, now entails the use standards for all nonresidential conditional and special exception uses.
- The individual use standards for various special exception uses have been moved to Article 8 or Article 10 depending on whether they pertain to residential uses (Article 8) or nonresidential uses (Article 10).
- The fence standards for residential properties have been moved from Article 5 to Article 8 so that they grouped with the standards for other residential accessory uses and structures.
- The use standards in Article 8 and Article 10 have been arranged in order that the appear in the Table of Allowed Uses. There are also gaps preserved in the numbering of these sections so that these articles can accommodate new conditional or special exception uses that might be added in the future.

Building Design Standards

The previous building standards only regulated the type of materials that could be used in building facades. The proposed ordinance includes new building design standards that will help guide the design of development in commercial areas.

- The new standards include a purpose statement that provides context for the standards.
- The new standards include a section that outlines when the standards are applicable. This section exempts: (1) single-family residential uses; and (2) improvements or repairs to existing buildings which do not alter more than 50 percent of the affected roof or façade. The only building design standards that apply to industrial uses include the standards on building color and finish materials.

- New roofs should reflect the traditional character of the surrounding community and be a type that is common in the surrounding area. Roofs should provide visual interest through the use of varied roofs lines and architectural treatments.
- Long, monotonous building facades that exceed a length of 50 feet must incorporate visual changes through the use of three-dimensional surface modulations.
- Windows and doorways must be incorporated at separate minimum levels set for ground level and upper stories so that blank and windowless walls are avoided.
- The previous standards stated that "no intense or distracting colors or color schemes shall be used." This has been refined to state that "no fluorescent, reflective, metallic, or neon colors shall be used as building colors."
- Acceptable building finish materials are included as before but are now specified as to whether they are allowed as the primary finish material, a secondary finish material, or a material that is only acceptable on facades that are not visible from a public right-of-way.
- A provision has been added that building façade materials shall draw upon the finish materials that prevail in the surrounding area, especially where brick or stone are prevalent.

Use Standards

The table below outlines the uses that already had conditional or special exception standards in the existing ordinance—which will remain—and uses that will have new standards in the proposed draft ordinance.

Use Standards Carried Over from Existing Ordinance	**New Use Standards in the Proposed Draft Ordinance**
• Cluster housing (attached single-family) • Cluster housing (detached single-family) • Attached single-family dwellings • Multi-family dwellings • Manufactured housing park • Short-term rental dwelling • Cemetery • Day care center (adult or children) • Day care home (adult or home) • Residential care facility • Religious institution • Grade school • Fringe financial services • Small box variety store • Junk/salvage yard • Clubhouse or country club • Private outdoor recreation amenity • Sexually oriented business • Telecommunication tower • Utility building or facility • Residential accessory uses and structures • Temporary uses	• Manufactured home • Bed and breakfast inn • Library • College or university • Technical, trade or other specialty school • Catering services • Motor vehicle sales • Motor vehicle services • Bar, brew pub or drinking place • Packaged alcoholic beverage store • Manufacturing • Stadium or arena • Solid waste-related services • Nonresidential accessory uses and structures

Below are highlights of some of the new use standards included in the proposed draft ordinance.

<u>Catering Services</u>

- Catering services in the O-D, C-1, and CRD districts cannot use more than two vehicles in their operations (intent is to avoid a fleet of vehicles parked in these districts)

Motor Vehicle Sales and Rentals

- No longer allowed in the C-2 district (existing businesses grandfathered, notwithstanding a sunset clause for trailer rentals)
- Existing trailer rental activities and operations not in the S-1 district must cease no later than December 31, 2022
- Must have a fixed indoor office located on site
- Vehicles for sale or for rent must be located in approved display spaces
- Except for vehicles displayed for sale or for rent, vehicles cannot be store on-site

Motor Vehicle Services

- New businesses must be separated from existing businesses by at least 3,000 feet
- Existing businesses are treated as legal conforming uses
- Except for pumping fuel, all service and repair operations must be conducted within fully enclosed buildings
- Service bay doors must be oriented away from the public right-of-way

Bar, Brew Pub, or Drinking Place

- Drive-up windows are prohibited
- Establishment must also provide on-site food services
- New businesses must be separated from residences by at least 300 feet
- Businesses must comply with State laws

Packaged Alcoholic Beverage Store

- New businesses must be separated from residences by at least 300 feet
- Businesses must comply with State laws

TIMELINE

On February 23, 2021, the Planning Commission voted 6-0 to recommend approval of the proposed ordinance with minor changes.

On March 1, 2021, the Building Codes Committee voted 3-0 to forward this matter to the City Council with a recommendation of approval.

On March 15, 2021, the City Council unanimously approved this ordinance on first reading.

REQUEST

Consider approval of this ordinance on second reading.

ATTACHMENTS

Table of Allowed Uses
Ordinance

7:1.5 Table of Allowed Uses

	R-20, R-15, R-12	*R-10, R-8, R-6, RM-1*	*R-M*	*R-O*	*O-D*	*C-1*	*C-2*	*CRD*	*S-1*	*I-1*	*Notes*
Residential Uses											
Cluster Housing—Attached Single-Family	-	C	C	-	-	-	-	-	-	-	See standards in Sec. 8:2
Cluster Housing—Detached Single-Family	C	C	C	-	-	-	-	-	-	-	See standards in Sec. 8:2
Dwelling—Attached Single-Family	-	C	C	C	-	-	-	C	-	-	See standards in Sec. 8:3
Dwelling—Detached Single-Family	P	P	P	P	-	-	-	-	-	-	
Dwelling—Multi-Family	-	-	C	-	-	C	C	C	C	-	See standards in Sec. 8:1 and 10:2
Manufactured Home	-	-	C	-	-	-	-	-	-	-	See standards in Sec. 8:4
Manufactured Housing Park	-	-	S	-	-	-	-	-	-	-	See standards in Sec. 8:5
Accommodation Uses											
Bed and Breakfast Inn	-	-	C	C	-	-	-	-	-	-	See standards in Sec. 10:1
Dwelling—Short-Term Rental	C	C	C	C	-	-	-	-	-	-	See standards in Sec. 10:3
Hotel	-	-	-	-	-	-	P	P	P	-	
Institutional and Social Uses											
Cemetery	-	-	-	-	-	-	C	-	C	-	See Ch. 12 in Code of Ordinances
Day Care Center (Adult or Children)	-	-	C	C	C	C	C	C	C	-	See standards in Sec. 10:10 and 10:11
Day Care Home (Adult of Children)	C	C	C	C	-	-	-	-	-	-	See standards in Sec. 10:12 and 10:13
Funeral Home	-	-	-	-	-	P	-	-	P	-	
Health Care Service—Assisted Living	-	-	P	-	-	P	-	-	P	-	
Health Care Service—Hospital	-	-	-	-	-	-	P	-	P	-	
Health Care Service—Nursing Home	-	-	-	-	-	P	-	-	P	-	
Health Care Service—Outpatient	-	-	-	-	-	P	P	P	P	-	
Health Care Service—Residential Care Facility	-	-	C	C	-	-	-	-	-	-	See standards in Sec. 10:14
Library	S	S	S	P	P	P	P	P	-	-	See standards in Sec. 10:15
Meeting or Assembly Hall	-	-	-	-	P	P	P	-	P	-	
Public Administration Building	-	-	-	-	-	P	P	P	P	-	
Public Safety Facility	S	S	S	P	P	P	P	P	P	P	
Public Works Facility	-	-	-	-	-	-	-	-	P	P	
Religious Institution	C	C	C	C	P	P	P	-	P	-	See standards in Sec. 10:16
School—College or University	-	-	-	S	-	S	S	-	S	S	See standards in Sec. 10:17

	R-20, R-15, R-12	*R-10, R-8, R-6, RM-1*	*R-M*	*R-O*	*O-D*	*C-1*	*C-2*	*CRD*	*S-1*	*I-1*	*Notes*
School—Grade	S	S	S	S	S	S	-	-	S	-	See standards in Sec. 10:18
School—Technical, Trade, or Other Specialty						C	C	C	C	C	See standards in Sec. 10:19
Social Assistance Services	-	-	-	P	P	P	P	P	P	-	
Commercial and Office Uses											
Catering Services	-	-	-	C	C	P	P	C	P	-	See standards in Sec. 10:30
Communication or Information Services	-	-	-	P	P	P	P	P	P	-	
Dry Cleaning and Laundry Services	-	-	-	-	-	P	P	P	P	-	
Financial Establishment	-	-	-	-	P	P	P	P	-	-	
—Fringe Financial Services	-	-	-	-	-	-	C	-	C	-	See standards in Sec. 10:31
Health and Personal Care Services	-	-	-	P	-	P	P	P	P	-	
—Tattoo and Body Piercing Services	-	-	-	-	-	-	P	-	P	-	
Motor Vehicle Sales	-	-	-	-	-	-	-	-	C	-	See standards in Sec. 10:32
Motor Vehicle Services	-	-	-	-	-	-	C	-	P	-	See standards in Sec. 10:33
—Large Vehicle Sales and Service	-	-	-	-	-	-	-	-	P	P	
Office and Professional Services	-	-	-	P	P	P	P	P	P	-	
Pet and Animal Care Services	-	-	-	-	-	P	P	P	P	-	
Restaurant	-	-	-	-	-	P	P	P	P	-	
—Bar, Brew Pub or Drinking Place	-	-	-	-	-	-	C	C	C	-	See standards in Sec. 10:34
Retail Sales	-	-	-	-	-	P	P	P	P	-	
—Big Box Retail Store	-	-	-	-	-	-	P	-	P	-	
—Grocery Store or Supermarket	-	-	-	-	-	P	P	P	-	-	
—Packaged Alcoholic Beverage Store	-	-	-	-	-	-	C	-	-	-	See standards in Sec. 10:35
—Small Box Variety Store	-	-	-	-	-	C	C	-	-	-	See standards in Sec. 10:36
Services to Buildings and Dwellings	-	-	-	-	-	-	-	-	P	P	
Industry, Warehousing, and Transportation Uses											
Construction and Contractor Services	-	-	-	-	-	-	-	-	P	P	
Junk/Salvage Yard	-	-	-	-	-	-	-	-	-	S	See standards in Sec. 10:50
Manufacturing	-	-	-	-	-	-	-	-	C	P	See standards in Sec. 10:51
Parcel Delivery Services	-	-	-	-	-	-	-	-	P	P	
Passenger Transportation Services	-	-	-	-	-	-	-	-	P	-	
Self-Storage or Mini-Warehouse Facility	-	-	-	-	-	-	-	-	P	P	

	R-20, R-15, R-12	R-10, R-8, R-6, RM-1	R-M	R-O	O-D	C-1	C-2	CRD	S-1	I-1	Notes
Towing Services	-	-	-	-	-	-	-	-	P	P	
Truck and Freight Transportation Services	-	-	-	-	-	-	-	-	S	P	
Warehousing	-	-	-	-	-	-	-	-	P	P	
Wholesaling	-	-	-	-	-	-	-	-	P	P	
Arts, Entertainment, and Recreation Uses											
Amusement or Games Facility	-	-	-	-	-	P	P	P	P	-	
Clubhouse or Country Club	C	C	C	C	-	-	-	-	-	-	See standards in Sec. 10:60
Event Center or Banquet Hall	-	-	-	-	-	P	P	P	P	-	
Fitness/Sports Club, Studio, or Center	-	-	-	-	-	P	P	P	P	-	
Exhibition Facility	-	-	-	-	-	P	P	P	P	-	
Private Outdoor Recreation Amenity	C	C	C	C	-	-	-	-	C	-	
Public Park or Recreation Area	P	P	P	P	P	P	P	P	P	-	
Stadium or Arena	-	-	-	-	-	-	S	S	S	S	See standards in Sec. 10:61
Theater (Movie or Performing Arts)	-	-	-	-	-	P	P	P	-	-	
Miscellaneous Use Types											
Parking Structure	-	-	-	-	-	-	P	P	P	-	
Sexually Oriented Business	-	-	-	-	-	-	-	-	S	-	See Ch. 10, Art. IV of Code of Ordinances
Solid Waste-Related Services	-	-	-	-	-	-	-	-	-	S	See standards in Sec. 10:71
Telecommunication Tower	S	S	S	S	S	S	S	S	P	P	See standards in Sec. 10:72
Utility Building or Facility (Major)	S	S	S	S	S	S	S	S	P	P	See standards in Sec. 10:73
Residential Accessory Uses and Structures											
Accessory Dwelling	-	C	C	C	-	-	-	-	-	-	See standards in Sec. 8:6.2
Equine Stable	C	-	-	-	-	-	-	-	-	-	See standards in Sec. 8:6.3
Fence or Wall	C	C	C	C	-	-	-	-	-	-	See standards in Sec. 8:6.4
Home Occupation	C	C	C	C	-	-	-	-	-	-	See standards in Sec. 8:6.5
Outdoor Recreational Structure	C	C	C	C	-	-	-	-	-	-	See standards in Sec. 8:6.6
Residential Storage (Garage, Shed, etc.)	C	C	C	C	-	-	-	-	-	-	See standards in Sec. 8:6.1
Nonresidential Accessory Uses and Structures											
Accessory Dwelling	-	-	-	-	-	C	C	C	C	C	See standards in Sec. 10:80
Outdoor Dining	-	-	-	-	-	C	C	C	C	-	See standards in Sec. 10:81
Outdoor Storage	-	-	-	-	-	-	-	-	C	C	See standards in Sec. 10:82

	R-20, R-15, R-12	R-10, R-8, R-6, RM-1	R-M	R-O	O-D	C-1	C-2	CRD	S-1	I-1	Notes
Temporary Uses											
Construction Related Activity/Structure	C	C	C	C	C	C	C	C	C	C	See standards in Sec. 9:1
Event, City-Sponsored/Hosted	C	C	C	C	C	C	C	C	C	C	See standards in Sec. 9:1
Event, Fundraising	C	C	C	C	C	C	C	C	C	C	See standards in Sec. 9:1
Event, Private Non-commercial	C	C	C	C	C	C	C	C	C	C	See standards in Sec. 9:1
Event, Short-Term	-	-	-	-	C	C	C	C	C	C	See standards in Sec. 9:1
Interim Facility	C	C	C	C	C	C	C	C	C	C	See standards in Sec. 9:1
Real Estate Sales Office/Model Home	C	C	C	C	C	C	C	C	C	C	See standards in Sec. 9:1
Sale, Food (Intermittent)	C	C	C	C	C	C	C	C	C	C	See standards in Sec. 9:1
Sale, Food (Mobile)	C	C	C	C	C	C	C	C	C	C	See standards in Sec. 9:1
Sale, Garage/Yard	C	C	C	C	-	-	-	-	-	-	See standards in Sec. 9:1
Sale, Outdoor Retail	-	-	-	-	C	C	C	C	C	C	See standards in Sec. 9:1
Sale, Seasonal	C	C	C	C	C	C	C	C	C	C	See standards in Sec. 9:1
Storage Container	C	C	C	C	-	-	-	-	-	-	See standards in Sec. 9:1

ORDINANCE # _____

AN AMENDMENT TO THE MAULDIN ZONING ORDINANCE TO INTRODUCE A TABLE OF ALLOWED USES APPLICABLE TO VARIOUS ZONING DISTRICTS, PROVIDE DESCRIPTIONS OF THE USES ALLOWED, PROVIDE ADDITIONAL STANDARDS FOR CONDITIONAL AND SPECIAL EXCEPTION USES, INTRODUCE GENERAL BUILDING DESIGN STANDARDS, AMEND THE NONCONFORMING USE STANDARDS, AND OTHER RELATED AMENDMENTS.

WHEREAS, the current zoning ordinance of the City of Mauldin regulates land use through long lists of narrowly defined and outdated land uses; and,

WHEREAS, the City of Mauldin desires to consolidate and organize the current lists of land uses into fewer and broader land use classifications to allow for better efficiency, administration, and enforcement of its land use regulations; and,

WHEREAS, the City of Mauldin finds it helpful for the land development regulations to include thorough descriptions of the types and categories of uses allowed and prohibited; and,

WHEREAS, the City of Mauldin desires to promote design principles that will contribute to a satisfactory visual appearance, preserve taxable values, and promote the public health, safety, and general welfare within the City of Mauldin; and,

WHEREAS, the City of Mauldin finds it necessary to introduce building design standards that will promote new development that will blend into the surrounding historic architectural context and improve the aesthetic standards within the City.

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

Section 1 Amendment. Amend Article 3, Zoning Districts, General Standards, Definitions, as follows (*language that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language is not ~~struck through~~ or underlined is not to be changed, and *** represents sections of the Zoning Ordinance that have been skipped and remain unchanged*):

ARTICLE 3. – ZONING DISTRICTS, GENERAL STANDARDS, DEFINITIONS

***

Sec. 3:12 – ~~Conforming~~ Nonconforming Uses, Structures, and Lots.

After the effective date of this Ordinance and any amendments thereto, structures or uses of land or structures which ~~would be prohibited under~~ do not meet the current regulations for the district in which such structures or uses are located shall be considered as ~~non-conforming~~ nonconforming. Nonconforming structures or uses that were properly permitted and legally established may ~~be continued~~ continue in operation provided they conform to the provisions contained ~~in Article 3, subsection 3:12.3~~ in this section. Nonconforming single-family residential structures may be extended or enlarged, provided they conform to the provisions contained ~~in Article 3, subsection 3:12.3.1~~ in this section.

***

3:12.3.8 Cessation of Trailer Rentals and Sales

Trailer rentals and sales not in the S-1 district that had previously been allowed shall cease all trailer rental and sales activity no later than December 31, 2022. No trailers for rent, for sale, or otherwise stored on the property shall remain on the premises after that date.

***

Section 2 Amendment. Amend Article 4, Administration, Decision Making and Advisory Bodies, as follows (*language that is ~~struck through~~ is language proposed to be deleted, <u>underlined language</u> is language proposed to be added, language is not ~~struck through~~ or <u>underlined</u> is not to be changed, and *** represents sections of the Zoning Ordinance that have been skipped and remain unchanged*):

ARTICLE 4. – ADMINISTRATION, DECISION MAKING AND ADVISORY BODIES

***

4:1.3.5 Uses Permitted by Special Exception

The Board of Appeals may hear and decide upon uses permitted by special exception specifically authorized by the terms of this Ordinance. A use permitted by special exception shall not be authorized by the Board of Appeals unless and until:

A. A public hearing shall be held;

B. The Board shall make findings;

C. The Board shall make written findings certifying compliance with the regulations governing the special use.

<u>Prior to being reviewed by the Board of Appeals, the Zoning Administrator shall provide the Board with a report regarding the requested special exception.</u>

<u>The Board may grant or deny or modify a request for a use permitted by special exception after a public hearing has been held on the written request submitted by an applicant. It may also attach any necessary conditions such as time limitations or requirements that one or more things be done before the request can be implemented. Additionally, the Board may require an acceptable bond to ensure that uses allowed by special exception are completed consistent with time limitations or requirements.</u>

<u>In order to grant approval of a special exception use, the Board must find that:</u>

1. <u>The use is allowed as a special exception in the zoning district;</u>

2. <u>The proposed use is consistent with the spirit, purpose and intent of the City of Mauldin Comprehensive Plan;</u>

3. <u>The proposed use is consistent with the purpose and intent of the applicable zoning district;</u>

4. <u>The proposed use will be constructed, operated, and maintained so as to be compatible with the existing or intended character of the applicable district and so as not to change the essential character of the area in which it is proposed;</u>

5. The proposed use is compatible with the existing uses adjacent to and near the property;

6. The proposed use will not have an adverse effect on any site or feature of historical, cultural, natural, or scenic importance;

7. The proposed use is consistent with the existing and planned pedestrian and vehicular circulation adjacent to and near the property;

8. The adjacent streets and highways are or will be adequate to carry any additional traffic generated by the proposed use;

9. The proposed use will be adequately served by public facilities and services, such as traffic operations along streets, police and fire protection, drainage structures, water and sewage facilities, and primary and secondary schools;

10. The proposed use will not involve uses, activities, operations, materials, or equipment that, in comparison to by-right permitted uses in the same district, will be hazardous, detrimental or disturbing to the natural environment, or the public health, safety, and welfare by reason of excessive production of traffic, noise, smoke, odors, or other similar nuisances;

11. The proposed use will conform to any specific criteria or conditions specified for that use; and

12. The proposed use will comply with other applicable provisions in this Ordinance.

If the Board denies the request, the reasons shall be entered in the minutes of the meeting at which the request is denied.

In granting the request, the Board may require such reasonable and appropriate conditions in addition to the specific conditions provided in this Ordinance to ensure that the proposed use will be in harmony with the surrounding community and in the spirit of this Ordinance.

***

Section 3 Amendment. Amend Article 5, Zoning District Regulations, as follows (*language that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language is not ~~struck through~~ or underlined is not to be changed, and *** represents sections of the Zoning Ordinance that have been skipped and remain unchanged*):

ARTICLE 5. – ZONING DISTRICT REGULATIONS

***

Sec. 5:1 – General Regulations for all Residential Districts.

***

5:1.3 [Reserved] ~~Fencing~~.

~~A. Front Yard, parallel with the street: Fencing that is located within the designated front yard and positioned to run parallel with the street shall be of a decorative, non-opaque material and shall not exceed forty-eight (48) inches in height.~~

~~B. Front Yard, parallel with the side property line: Fencing located in this area shall adhere to the side and rear yard standards of Section 5:1.3(c) below, with the exception that such fencing is set back a minimum of ten (10) feet from the street right-of-way line.~~

~~C. Side and rear yard: Fencing may be constructed up to the side and rear property line(s) at a maximum height of eight (8) feet provided that any portion of the fence above the height of six (6) feet shall be non-opaque.~~

~~D. Double Frontage, through-lot and Corner Lots: Fencing may be located within the designated district setback when such fencing complies with the following standards:~~

~~1. Fencing shall not obstruct visibility at street intersections and shall comply with the site visibility requirements of Section 3:3, Site Visibility triangle and illustration; and~~

~~2. The finished side of the fence shall face the street; and~~

~~3. Any fencing greater than six (6) feet in height that is adjacent to or abuts a residential arterial and/or residential collector street (as defined in Section 3:3, Definitions, Street) shall comply with the following screening standards in order to assist in mitigating noise, and provide a visually aesthetic appearance along the street:~~

~~a) A minimum of one (1) evergreen tree and/or large maturing evergreen shrub shall be planted on the street side for every eight (8) feet of fencing proposed.~~

~~b) Vegetation shall be located in a planting strip of at least five (5) feet in width and shall consist of foliage that will cover at least fifty (50) percent of the height of the fence at maturity.~~

~~E. Permitting Requirements:~~

~~1. Building Permit Required. All fencing greater than seven (7) feet in height requires a building permit and submittal of plans with footings designed and sealed by a South Carolina licensed engineer.~~

~~2. Site Plan Required. Corner and Double frontage-through lots. A zoning site plan review (to ensure compliance with the landscape requirements of Section 5:1.3D3. is required for any fencing that is greater than six (6) feet in height and is to be located along a corner street side and/or double-frontage, through-lot street side.~~

***

Sec. 5:2 – Residential Districts: R-20, R-15, and R-12.

***

5:2.1 Uses Allowed ~~Permitted~~.

See the Table of Allowed Uses provided in Article 7

~~Residential Dwellings:~~

~~Detached, Single Family.~~

~~Detached, Cluster Housing (in accordance with Section 8:2)~~

~~Temporary Uses and Structures (as defined and in accordance with Article 9)~~

5:2.2 [Reserved] ~~Uses Permitted by Special Exception~~.

~~The following uses are permitted on review by the Building and Zoning Board of Appeals in accordance with the procedures established in Article 4 and the Special Exception standards outlined in Article 7 of this Ordinance:~~

~~Fire and Police Substations~~

~~Golf Course (including a Clubhouse and other associated accessory uses).~~

~~Libraries.~~

~~Private Recreation Areas.~~

~~Public: Parks, Playgrounds and Recreational Facilities and Uses.~~

~~Public Utility Buildings and Uses.~~

~~Schools: Public, Parochial, and Private.~~

~~Other public and semi-public uses that are considered to be comparable with the aforementioned uses.~~

5:2.3 [Reserved] ~~Conditional Uses~~.

~~The following uses are permitted by Conditional Use in accordance with the provisions set forth in Article 10, Conditional Uses, of this Ordinance:~~

~~Accessory Structures.~~

~~Adult Day Care Home.~~

~~Child Day Care Home.~~

~~Home Occupation.~~

~~Places of Worship.~~

~~Short-term Rental.~~

***

Sec. 5:3 – Residential Districts: R-10, R-8, and R-6.

***

5:3.1 Uses Allowed ~~Permitted~~.

See the Table of Allowed Uses provided in Article 7

~~Residential Dwellings:~~

~~Detached, Single Family dwelling.~~

~~Cluster Housing, Attached (in accordance with Section 8:2).~~

~~Cluster Housing, Detached (in accordance with Section 8:2).~~

~~Temporary Uses and Structures (as defined and in accordance with Article 9)~~

5:3.2 [Reserved] ~~Uses Permitted by Special Exception~~.

~~The following uses are permitted upon review by the Building and Zoning Board of Appeals in accordance with the procedures established in Article 4 and the Special Exception standards outlined in Article 7 of this Ordinance:~~

~~Fire and Police Substations.~~

~~Golf Course (including a Clubhouse and other associated accessory uses).~~

~~Libraries.~~

~~Private Recreation Areas.~~

~~Public: Parks, Playgrounds and Recreation Facilities and Uses.~~

~~Public Utility Buildings and Uses.~~

~~Schools: Public Parochial, and Private.~~

~~Other public and semi-public uses that are considered to be comparable with the aforementioned uses.~~

5:3.3 [Reserved] ~~Conditional Uses~~.

~~The following uses are permitted by Conditional Use in accordance with the provisions of Article 10, Conditional Uses, of this Ordinance:~~

~~Accessory Apartments.~~

~~Accessory Structures.~~

~~Adult Day Care Home.~~

~~Child Care Home.~~

~~Dwelling, Attached Single Family Housing.~~

~~Dwelling Cluster Development: Traditional Urban Neighborhood Housing (in accordance with Section 8.2 and Section 10.8 of this Ordinance).~~

~~Dwelling, Two-family (Duplex – in accordance with Section 10:9 of this Ordinance).~~

~~Home Occupation.~~

~~Places of Worship.~~

~~Short-term Rental.~~

***

Sec. 5:4 – Residential District: R-M1, Mixed Residential District.

This residential district is established to provide for medium residential density. The principal use of land is for detached and attached ~~one- and two-~~ single-family residential dwellings and recreational, religious, and educational facilities normally associated with residential development. ~~This district also allows a mixture of residential, professional offices and low impact service and retail uses provided design and review conditions are met.~~

5:4.1 Uses Allowed ~~Permitted~~.

See the Table of Allowed Uses provided in Article 7

~~Residential Dwellings:~~

~~Detached, Single Family.~~

~~Two-family (Duplex).~~

~~Cluster Housing, Attached (in accordance with Section 8:2).~~

~~Cluster Housing, Detached (in accordance with Section 8:2).~~

~~Temporary Uses and Structures (as defined and in accordance with Article 9).~~

5:4.2 [Reserved] ~~Uses Permitted by Special Exception~~.

~~The following uses are permitted upon review by the Building and Zoning Board of Appeals in accordance with the procedures established in Article 4 and the Special Exception standards outlined in Article 7 of this Ordinance:~~

~~Assisted Living Facilities.~~

~~Fire and Police Substation.~~

~~Fruit and Vegetable Markets.~~

~~Golf Course (including a Clubhouse and other associated accessory uses).~~

~~Group/Family Care Home.~~

~~Group Residential Developments that includes a planned mix of residential (single-family and two-family housing) and low impact non-residential uses as provided for in the district (in accordance with Section 8:1, Design Standards for Residential Housing Developments).~~

~~Libraries.~~

~~Private Recreation Areas.~~

~~Professional Offices, (subject to provisions of Section 7:11).~~

~~Public: Parks, Playgrounds, Recreational Facilities and Uses.~~

~~Schools: Public, Parochial, and Private.~~

~~Senior Housing Retirement Center.~~

~~Low impact retail sales establishments, which are customarily accessory and clearly incidental and subordinate to, permitted principal offices, such as but not limited to, the following:~~

~~Bakery, Coffee, Sandwich, and Ice-cream shops.~~

~~Barber, Beauty Shop.~~

~~Bookstores.~~

~~Cafeteria.~~

~~Florists.~~

~~Medical Office: Optician, Dentist.~~

~~Medical supply sales.~~

~~Pharmacy.~~

~~Restaurants (no drive-thru service permitted).~~

~~Similar retail uses which are designed primarily to serve the convenience of persons working or receiving services in the building in which the accessory use is located, provided that such accessory use is clearly incidental and subordinate to principle permitted office uses.~~

5:4.3 [Reserved] ~~Conditional Uses~~.

~~The following uses are permitted by Conditional Use in accordance with the provisions of Article 10, Conditional Uses, of this Ordinance:~~

~~Accessory Apartments.~~

~~Accessory Structures.~~

~~Adult Day Care Home.~~

~~Adult Day Care Center.~~

~~Child Day Care Home.~~

~~Child Day Care Center.~~

~~Dwelling: Attached Single Family Housing.~~

~~Dwelling: Cluster Development: Traditional Urban Neighborhood Housing (in accordance with Section 8.2 and Section 10.8 of this Ordinance).~~

~~Dwelling, Multi-family: Quadraplex (four (4) attached units).~~

~~Dwelling, Multi-family: Triplex (three (3) attached units).~~

~~Dwelling, Two-family (Duplex)~~

~~Home Occupation.~~

~~Places of Worship.~~

~~Short-term Rental.~~

***

Sec. 5:5 – Residential: Multi-Family District (R-M).

***

5:5.1 Uses Allowed ~~Permitted~~.

See the Table of Allowed Uses provided in Article 7

~~Residential Dwellings:~~

~~Detached, Single Family.~~

~~Group Residential Developments (subject to provisions of Section 8:1).~~

~~Multi-family (Three (3) or more units, subject to provisions of Section 8:1).~~

~~Cluster Housing, Attached (subject to provisions of Section 8:2).~~

~~Cluster Housing, Detached (subject to provisions of Section 8:2).~~

~~Temporary Uses and Structures (as defined and in accordance with Article 9)~~

5:5.2 [Reserved] ~~Uses Permitted by Special Exception~~.

~~The following uses are permitted upon review by the Building and Zoning Board of Appeals in accordance with the procedures established in Article 4 and the Special Exception standards outlined in Article 7:~~

~~Assisted Living Facilities~~

~~Fire and Police Substation.~~

~~Golf Course (including a Clubhouse and other associated accessory uses).~~

~~Library.~~

~~Group/Family Care Home.~~

~~Mobile Home Park (subject to provisions of Section 7:2).~~

~~Private Recreation Area.~~

~~Public: Park, Playground, Recreational Facility or Uses.~~

~~Public Utility Use and Building.~~

~~School: Public, Private, and Parochial.~~

~~Senior Housing Retirement Center.~~

~~Other public and semipublic uses which are considered to be compatible with the aforementioned uses.~~

5:5.3 [Reserved] ~~Conditional Uses~~.

~~The following uses are permitted by Conditional Use in accordance with the provisions of Article 10, Conditional Uses, of this Ordinance:~~

~~Accessory Apartments.~~

~~Accessory Structures.~~

~~Adult Day Care Center.~~

~~Adult Day Care Home.~~

~~Child Day Care Center.~~

~~Child Day Care Home.~~

~~Dwelling, Attached Single Family.~~

~~Dwelling: Cluster Development: Traditional Urban Neighborhood Housing (in accordance with Section 8:2 and Section 10:8).~~

~~Home Occupation.~~

~~Places of Worship.~~

~~Short-term Rental.~~

***

Sec. 5:6 – CRD, Central Redevelopment District.

***

5:6.1 Uses Allowed ~~Permitted~~.

See the Table of Allowed Uses provided in Article 7

- ~~Bank and other Financial Institutions.~~
- ~~Barber shop and Beauty salons.~~
- ~~Dressmaker and Tailor.~~
- ~~Dwelling, multifamily (subject to subsection 5:6.10).~~
- ~~Eating establishments.~~
- ~~Farmers market.~~
- ~~Florist shop.~~
- ~~Grocery store.~~
- ~~Laundry and Dry cleaning establishments.~~
- ~~Lodging, Hotel or Motel.~~
- ~~Medical facility (other than hospital).~~
- ~~Nursery and Garden supply stores.~~
- ~~Office, Business and Professional.~~
- ~~Pet supplies and Grooming establishments.~~
- ~~Pharmacy.~~
- ~~Post office (excluding distribution).~~
- ~~Printing establishments, excluding newspapers and periodicals.~~
- ~~Professional services (catering, interior design).~~
- ~~Recreation games facility (indoor).~~
- ~~Recreational park (outdoor).~~
- ~~Retail sales, except small box variety stores.~~
- ~~Studios and Galleries (Art, dance, photography).~~
- ~~Specialty food and Retail stores (Candy, pastry, ice cream, snacks, shops).~~
- ~~Veterinary clinics (no outdoor kennel).~~
- ~~Theater (indoor).~~

5:6.2 [Reserved] ~~Uses Permitted by Special Exception~~.

5:6.3 [Reserved] ~~Conditional Uses~~.

- ~~Adult care center.~~
- ~~Assisted living facilities.~~
- ~~Bed and breakfast inn.~~

- ~~Colleges and Universities.~~
- ~~Child care center.~~
- ~~Convenience store (without a carwash and fuel service).~~
- ~~Dwelling, accessory single family attached (townhome).~~
- ~~Drinking Establishments: Brewery, Pubs, Wine Bar.~~
- ~~Drive-thru facilities.~~
- ~~Emergency response facilities (Fire and Police substations).~~
- ~~Event venues (Performance Center, Auditorium, Stadium or arena).~~
- ~~Government offices.~~
- ~~Health Club and Spa.~~
- ~~Home occupations.~~
- ~~Library and Museums.~~
- ~~Parking structures.~~
- ~~Small box variety store.~~
- ~~Vocational and Training schools.~~

***

Sec. 5:7 – C-1, Light Commercial District.

This district is established to promote small-scale retail, service, and professional offices that provide goods and services to the residents of a nearby or adjacent neighborhood. This district is primarily intended to provide locations for appropriate business and similar activities adjacent to residential districts. ~~provide commercial establishments for the convenience of local residents.~~

5:7.1 Uses Allowed ~~Permitted~~.

See the Table of Allowed Uses provided in Article 7

~~Accountant.~~

~~Antique shop.~~

~~Apparel store.~~

~~Appliance sales and service.~~

~~Art store.~~

~~Assisted living facilities.~~

~~Automobile parts sales.~~

~~Automobile parking lot.~~

~~Bakery.~~

~~Bank.~~

~~Barber shop.~~

~~Beauty shop.~~

~~Cafeteria.~~

~~Camera shop.~~

~~Candy store.~~

~~Catering establishment.~~

~~Cleaning and laundry collection station.~~

~~Convenience store (without a carwash and with a maximum size of two thousand five hundred (2,500) square feet, a minimum size of one thousand (1,000) square feet, and limited to one (1) fuel service area that can serve no more than four (4) vehicles at one (1) time), except small box variety stores.~~

~~Dairy products and ice cream store.~~

~~Dance studio.~~

~~Delicatessen.~~

~~Department store.~~

~~Dressmaker.~~

~~Drug store.~~

~~Dry goods store.~~

~~Florist shop.~~

~~Furniture store.~~

~~Grocery store.~~

~~Hardware store.~~

~~Hobby shop.~~

~~Interior decorating shop.~~

~~Jewelry store.~~

~~Key shop.~~

~~Leather goods store.~~

~~Loan company.~~

~~Medical facility.~~

~~Music store.~~

~~Newsstand.~~

~~Nursery or garden supply store.~~

~~Office, business and professional.~~

~~Office supply and equipment store.~~

~~Optical goods sales.~~

~~Paint store.~~

~~Pet shop.~~

~~Pharmacy.~~

~~Photography studio.~~

~~Places of worship.~~

~~Radio and television sales and service.~~

~~Restaurant.~~

~~Savings and loan company.~~

~~Self service laundry and cleaner.~~

~~Sewing machine sales and service.~~

~~Shoe store and repair shop.~~

~~Shopping centers (as provided in subsection 5:8.9).~~

~~Sign, business (subject to provisions of Section 6:11).~~

~~Sign, interstate bonus (subject to provisions of subsection 6:4.1.12B).~~

~~Sign, temporary (subject to provisions of subsection 6:4.1).~~

~~Sporting goods store.~~

~~Stationery store.~~

~~Supermarket.~~

~~Tailor.~~

~~Theater (indoor).~~

~~Toy store.~~

~~Travel bureau.~~

~~Utility easement.~~

~~Accessory buildings and uses customarily incidental to the above uses.~~

5:7.2 [Reserved] ~~Uses Permitted by Special Exception~~.

~~The following uses are permitted on review by the Board of Appeals in accordance with the provisions of Article 7:~~

~~Automobile service station.~~

~~Exhibition building.~~

~~Fire station.~~

~~Library.~~

~~Post office.~~

~~Schools – Public, Private, and Parochial.~~

5:7.3 [Reserved] ~~Conditional Uses~~.

~~Adult Care Center.~~

~~Child Care Center.~~

~~Multi-family dwellings (in accordance with provisions of Section 8:1 and Section 10:13).~~

~~Small box variety store.~~

***

Sec. 5:8 – C-2, General ~~Highway~~ Commercial District.

This district is established to promote accessible and central concentrations of business activities and commercial establishments offering both retail goods and services to people from throughout the community. This district is intended to serve both pedestrians as well as people who travel by automobile. Therefore, this district is primarily located along major roadways, and businesses are encouraged to locate in close proximity to one another. Where necessary, adjacent residential areas are protected through landscaping and site design. ~~provide for the development on major thoroughfares of commercial land uses, which are oriented to customers traveling by automobile. Establishments in this district provide goods and services for the traveling public and also for the convenience of local residents.~~

5:8.1 Uses Allowed ~~Permitted~~.

See the Table of Allowed Uses provided in Article 7

~~Accountant.~~

~~Amusement center.~~

~~Antique shop.~~

~~Applicant sales and service.~~

~~Assisted living facilities.~~

~~Automatic car wash.~~

~~Automobiles, truck, and trailer rentals.~~

~~Automobile parking lot.~~

~~Automobile parts sales.~~

~~Automobile sales and service (excluding body repair).~~

~~Automobile upholstery shop.~~

~~Bakery.~~

~~Bank.~~

~~Barber shop.~~

~~Beauty shop.~~

~~Boat sales.~~

~~Bowling alley.~~

~~Broadcasting studios, radio or television.~~

~~Bus station.~~

~~Cafeteria.~~

~~Club, lodge, and similar non-profit organization.~~

~~Convenience store (with or without a car wash and no size restriction), except small box variety stores.~~

~~Dairy products sales.~~

~~Dance studio.~~

~~Dressmaker.~~

~~Drive-in restaurant.~~

~~Drug store.~~

~~Dry cleaner and laundry.~~

~~Dry goods store.~~

~~Figure salon.~~

~~Florist shop.~~

~~Funeral home.~~

~~Furniture store.~~

~~Garden supply store.~~

~~Golf driving range.~~

~~Greenhouse or plant nursery.~~

~~Grocery store.~~

~~Hardware store.~~

~~Health club.~~

~~Leather goods store.~~

~~Liquor store.~~

~~Loan company.~~

~~Medical facility.~~

~~Miniature golf course.~~

~~Monument sales.~~

~~Motel.~~

~~Music store.~~

~~Office, business or professional.~~

~~Paint store.~~

~~Places of worship.~~

~~Printing, excluding newspapers and periodicals.~~

~~Public utility building and use.~~

~~Radio and television sales and service.~~

~~Recording studio.~~

~~Restaurant.~~

~~Savings and loan company.~~

~~Seed and feed store.~~

~~Self-service laundry and cleaner.~~

~~Service station.~~

~~Sewing machine sales and service.~~

~~Shopping center (as provided in subsection 5:8.9).~~

~~Sign, business (subject to provisions of subsection 6:4.1).~~

~~Sign, interstate bonus (subject to provisions of subsection 6:4.1.12B).~~

~~Sign, occupancy (subject to provisions of subsection 6:4.1).~~

~~Sign, temporary (subject to provisions of subsection 6:4.1).~~

~~Skating rink.~~

~~Sporting goods store.~~

~~Supermarket.~~

~~Temporary building, incidental to the construction of buildings permitted in this district and which shall be removed when work is completed.~~

~~Theater (indoor).~~

~~Tire sales and service.~~

~~Utility easement.~~

~~Veterinary clinic.~~

~~Accessory buildings and uses customarily incidental to the above uses.~~

~~Other uses which are considered to be compatible with the aforementioned uses.~~

5:8.2 [Reserved] ~~Uses Permitted by Special Exception~~.

~~The following uses are permitted on review by the Board of Appeals in accordance with the provisions of Article 7:~~

~~Ambulatory service.~~

~~Armory.~~

~~Auditorium.~~

~~Baseball park.~~

~~Building materials sales and storage.~~

~~Cemetery.~~

~~Check Cashing Business (Special Provisions).~~

~~Fairgrounds.~~

~~Fire station.~~

~~Football stadium.~~

~~Gymnasium.~~

~~Home for aged persons.~~

~~Hospital.~~

~~Library.~~

~~Museum.~~

~~Police station.~~

~~Post office.~~

5:8.3 [Reserved] ~~Conditional Uses~~.

~~Adult Care Center.~~

~~Child Care Center.~~

~~Multi-family dwellings (in accordance with provisions of Section 8:1 and Section 10:13).~~

~~Small box variety store.~~

***

Sec. 5:9 – S-1, Trades and Commercial Services District.

***

5:9.1 Uses Allowed ~~Permitted~~.

See the Table of Allowed Uses provided in Article 7

~~Air conditioning and heating equipment, sales and service.~~

~~Ambulance service.~~

~~Amusements, commercial.~~

~~Animal shelters.~~

~~Assisted living facilities.~~

~~Auction house.~~

~~Automobile body shop.~~

~~Automobile garage.~~

~~Automobile painting.~~

~~Automobile parking.~~

~~Automobile parts or accessories.~~

~~Automobile rental.~~

~~Automobile repairing.~~

~~Automobile sales and service.~~

~~Automobile service station.~~

~~Automobile storage.~~

~~Automobile upholstering.~~

~~Automobile wash.~~

~~Baseball batting range.~~

~~Boat sales and service.~~

~~Building materials sales and storage.~~

~~Cabinet shop.~~

~~Crematorium.~~

~~Dental laboratories.~~

~~Diaper supply service.~~

~~Drive-in business (theaters, restaurants, etc.).~~

~~Eating establishments.~~

~~Electric motor repair.~~

~~Engravers.~~

~~Exhibition buildings, galleries, or showrooms.~~

~~Farm machinery and implement sales and service.~~

~~Farmer's market.~~

~~Feed and seed store.~~

~~Funeral home.~~

~~Golf courses.~~

~~Golf courses – par three (3).~~

~~Golf driving ranges.~~

~~Group Development (subject to provisions of Section 7:13).~~

~~Gunsmith.~~

~~Household appliance repair.~~

~~Ice skating rink.~~

~~Laundries, dry cleaning, or linen supply service.~~

~~Linen or towel supply business.~~

~~Lithographing.~~

~~Lumber yards.~~

~~Machine shop.~~

~~Mattress shop.~~

~~Medical clinic or laboratory.~~

~~Mimeographing service.~~

~~Mobile home, travel trailer, and recreational vehicle sales.~~

~~Monument and tombstone sales.~~

~~Motel.~~

~~Motorcycle sales and service.~~

~~Newspaper establishment.~~

~~Nursery—flower, plant, or tree.~~

~~Nursery supply.~~

~~Offices.~~

~~Office supply and equipment.~~

~~Parking areas.~~

~~Parking structures, commercial.~~

~~Pest or insect control business.~~

~~Photo developing and refinishing.~~

~~Places of worship.~~

~~Plumbing shop.~~

~~Printing or binding.~~

~~Radio or television broadcasting studio.~~

~~Radio or television repair.~~

~~Restaurant.~~

~~Roller skating rink.~~

~~Safe and vault repair.~~

~~Self-service storage facility.~~

~~Service stations.~~

~~Signs, business (subject to provisions of Section 6:11).~~

~~Sign, interstate bonus (subject to provisions of subsection 6:4.1.12B).~~

~~Signs, occupancy (subject to provisions of subsection 6:4.1).~~

~~Sign painting.~~

~~Sign, temporary (subject to provisions of subsection 6:4.1).~~

~~Sporting goods sales.~~

~~Swimming pool, commercial sales.~~

~~Taxi business.~~

~~Taxidermist.~~

~~Telephone exchange.~~

~~Tire shop.~~

~~Utility easement or right-of-way.~~

~~Utilities, public or private.~~

~~Venetian blinds – laundry, servicing, and repairing.~~

~~Veterinary clinic.~~

~~Veterinary office.~~

~~Video poker and like gaming devices.~~

~~Welding.~~

~~Wholesaling and warehousing.~~

~~Other uses that are considered to be compatible with the aforementioned uses.~~

5:9.2 [Reserved] ~~Uses Permitted by Special Exception~~.

~~The following uses are permitted on review by the Board of Appeals in accordance with the provisions of Article 7:~~

~~Accessory dwelling unit (subject to provisions of Section 7:11).~~

~~Adult-oriented entertainment establishments (subject to the provisions of Municipal Ordinance 390).~~

~~Auditorium.~~

~~Baseball park.~~

~~Cemetery.~~

~~Correctional institution.~~

~~Fairgrounds.~~

~~Fire station.~~

~~Football stadium.~~

~~Gas sales, commercial and industrial (oxygen and acetylene).~~

~~Hospital.~~

~~Manufacturing:~~

~~A. Processing of foodstuffs, beverages.~~
~~B. Fabrication of cloth, wood, leather, paper, plastic, metal.~~

~~Non-depository financial institutions (to include but not limited to):~~

~~Deferred presentment businesses;~~

~~Check cashing establishments;~~

~~Title loan lenders;~~

~~Payday advance lenders/loan businesses;~~

~~Debt relief establishments;~~

~~Precious metal dealers;~~

~~And like businesses.~~

~~Police station.~~

~~Schools public, private, and parochial.~~

~~Station, bus or railway.~~

~~Truck terminals.~~

~~Other public uses.~~

~~Certain retail sales establishments which are customarily accessory and clearly incidental and subordinate to permitted principal office uses such as, but not limited to, the following:~~

~~Apothecary.~~

~~Barber shop.~~

~~Beauty shop.~~

~~Cafeteria.~~

~~Florist shop.~~

~~Newsstand.~~

~~Optician.~~

~~Sale or rental of medical supplies and prosthetic devices.~~

~~Sandwich shop.~~

~~School—Public, Private, and Parochial.~~

~~Similar retail uses which are designed primarily to serve the convenience of persons working or receiving services in the building in which the accessory use is located, provided that such accessory use is clearly incidental and subordinate to principal permitted office uses.~~

5:9.3 [Reserved] ~~Conditional Uses~~.

~~Adult Care Center.~~

~~Child Care Center.~~

~~Multi-family dwellings (in accordance with provisions of Section 8:1 and Section 10:13).~~

***

Sec. 5:10 – I-1, Industrial District

***

5:10.1 Uses Allowed ~~Permitted~~.

See the Table of Allowed Uses provided in Article 7

~~Automobile and truck repair and rebuilding shop.~~

~~Bottling plant.~~

~~Building contractor and related activities.~~

~~Building materials sales and storage and manufacture.~~

~~Crematorium.~~

~~Farm implements and machinery sales and storage.~~

~~Feed and seed sales and storage.~~

~~Laundry and cleaning plant.~~

~~Manufacturing:~~

~~Apparel and other finished products made from fabrics, leather, and similar materials.~~

~~Chemicals and allied products.~~

~~Fabricated metal products.~~

~~Food and kindred products.~~

~~Furniture and fixtures.~~

~~Household and industrial cleaning products.~~

~~Lumber and wood products (except furniture).~~

~~Paper and allied products.~~

~~Plastic products.~~

~~Stone, clay, and glass products.~~

~~Textile mill products.~~

~~Milk processing plant.~~

~~Mobile homes or other prefabricated buildings used for temporary offices.~~

~~Petroleum refining and related industries.~~

~~Primary metal industries.~~

~~Printing, publishing, and allied industries.~~

~~Public utility building or use.~~

~~Self-service storage facility.~~

~~Sign, business (subject to provisions of Section 6:11).~~

~~Sign, occupancy (subject to provisions of Section 6:11).~~

~~Temporary building which is incidental to the construction of buildings permitted in the district and which shall be removed when work is completed.~~

~~Tire recapping and retreading plant.~~

~~Truck terminal.~~

~~Veterinary hospital.~~

~~Wholesaling and warehousing.~~

~~Other uses which are considered to be compatible with uses permitted.~~

~~All of the uses permitted in this district shall be conducted in such a manner that no noxious odor, fumes, smoke, or dust will be emitted beyond the property line of the lot on which the use is located. No pollution shall leave the premises of a use in this district by way of streams or rivers.~~

5:10.2 [Reserved] ~~Uses Permitted by Special Exception~~.

~~The following uses are permitted on review by the Board of Appeals in accordance with the provisions of Article 7:~~

~~Junk yard: Including automobile wreckers and scrap processors (subject to provisions of Section 7:4).~~

~~Laboratories: analytical, experimental, testing, or industrial processes.~~

~~School – Public, Private and Parochial.~~

5:10.3 [Reserved] ~~Conditional Uses~~.

***

Sec. 5:13 – O-D, Office District

***

5:13.1 Uses Allowed ~~Permitted~~.

See the Table of Allowed Uses provided in Article 7

~~Accountant.~~

~~Advertising agency.~~

~~Bank.~~

~~Savings and loan.~~

~~Broadcasting studio.~~

~~Brokerage house.~~

~~Employment agency.~~

~~Insurance.~~

~~Places of worship.~~

~~Real estate.~~

~~Signs (subject to provisions of subsection 6:4.1).~~

~~Accessory buildings and uses customarily incidental to the above uses.~~

~~Other uses which are considered to be compatible with the aforementioned uses.~~

5:13.2 [Reserved] ~~Uses Permitted by Special Exception~~.

~~The following uses are permitted on review by the Board of Appeals in accordance with the provisions of Article 7:~~

~~Educational institution.~~

~~Exhibition buildings.~~

~~Fire station.~~

~~Library.~~

~~Post office.~~

~~1. Accessory Retail Uses Permitted by Special Exception by the Board of Appeals. Certain retail sales establishments which are customarily accessory and clearly incidental and subordinate to permitted principal office uses such as, but not limited to, the following:~~

~~Apothecary.~~

~~Barber shop.~~

~~Beauty shop.~~

~~Cafeteria.~~

~~Florist shop.~~

~~Newsstand.~~

~~Optician.~~

~~Restaurant.~~

~~Sale or rental of medical supplies and prosthetic devices.~~

~~Sandwich shop.~~

~~Similar retail uses which are designed primarily to serve the convenience of persons working or receiving services in the building in which the accessory use is located, provided that such accessory use is clearly incidental and subordinate to the principal permitted office uses.~~

5:13.3 [Reserved] ~~Conditional Uses~~.

~~Adult Day Care Center.~~

~~Child Care Center.~~

***

Sec. 5:16 – Residential-Office (R-O) District.

***

5:16.2 Uses Allowed ~~Permitted~~.

See the Table of Allowed Uses provided in Article 7

~~Detached, Single-Family~~

~~Temporary Uses and Structures (as defined in accordance with Article 9)~~

~~Offices or similar establishments for the following types of services:~~

~~Accounting, tax, bookkeeping, and payroll services~~

~~Advertising, marketing, and media services~~

~~Architectural, engineering, and related services~~

~~Business support services~~

~~Catering services~~

~~Counseling and similar social assistance services~~

~~Design services including graphic, fashion, and interior design~~

~~Employment services~~

~~Financial investment management or advertisement services~~

~~Information technology, computer software, and similar services~~

~~Insurance-related services~~

~~Investigation and security services~~

~~Legal services~~

~~Management services~~

~~Office and administrative services~~

~~Personal care services including hair, nail, and skin care~~

~~Photographers, artists, and artisans~~

~~Publishing, broadcasting, and recording services~~

~~Real estate services~~

~~Research and development services~~

~~Translation and interpretation services~~

~~Travel arrangement and reservation services~~

~~Wedding and party planning services~~

~~Uses and structures which are customarily accessory and clearly incidental to permitted principal uses and structures~~

~~In addition to the permitted uses above, the Business and Development Services Director may approve similar uses not otherwise listed herein or elsewhere in this Ordinance.~~

5:16.3 [Reserved] ~~Uses Permitted by Special Exception~~.

~~The following uses are permitted upon review by the Building and Zoning Board of Appeals in accordance with the procedures established in Article 4 and the Special Exception standards outlined in Article 7 of this Ordinance:~~

~~Assisted Living Facilities~~

~~Golf Course (including a Clubhouse and other associated accessory uses)~~

~~Group/Family Care Home~~

~~Library~~

~~Private Recreation Area~~

~~Public Administration Building~~

~~Public Parks Playgrounds, Recreational Facilities and Uses~~

~~Public Safety Facility~~

~~Schools: Public, Parochial, and Private~~

5:16.4 [Reserved] ~~Conditional Uses~~.

~~The following uses are permitted by Conditional Use in accordance with the provisions of Article 10, Conditional Uses, of this Ordinance:~~

~~Accessory Apartment~~

~~Accessory Structure~~

~~Adult Day Care Center~~

~~Adult Day Care Home~~

~~Child Day Care Center~~

~~Child Day Care Home~~

~~Dwelling, Attached Single-Family~~

~~Dwelling, Two-Family (Duplex)~~

~~Home Occupation~~

~~Places of Worship~~

~~Short-term Rental~~

***

Section 4 Amendment. Amend Article 6, Development and Design Standards, as follows (*language that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language is not ~~struck through~~ or underlined is not to be changed, and *** represents sections of the Zoning Ordinance that have been skipped and remain unchanged*):

ARTICLE 6. – DEVELOPMENT AND DESIGN STANDARDS

***

Sec. 6:3 – Other Design Requirements.

***

6:3.2 ~~Exterior Building Façade~~ Building Design Standards.

~~Exterior building facades which for all structures other than a one- or two-family dwelling, including live-work arrangement, and its accessory structures shall be made of noncombustible materials. No intense or distracting colors or color schemes shall be used on any structure, other than a single-family detached dwelling or its accessory structures, unless specifically approved in writing by the Building and Zoning Director. Appeals of the decision of the Building and Zoning Director shall be heard as provided by Section 9 herein. Allowable building materials are as follows:~~

~~Brick – Brick veneer is acceptable~~
~~Stone – Natural stone or manufactured stone are acceptable~~
~~SFCB – Split-Faced Concrete Block~~
~~Tilt up precast concrete panels~~
~~Stucco – Synthetic material is acceptable~~
~~CAW – Cementitious artificial wood siding~~
~~Glass, glass block, or other glazing~~
~~CMU – Painted concrete block~~
~~Wood – Engineered wood siding is acceptable~~

~~The ratios and amounts of allowed building materials for each zoning district are listed on Table 6:2.5. Non-residential uses in a residential district shall be treated as R-M, RM-1, and R-O.~~

~~Table 6.2.8 Allowable Building Materials~~

~~Zoning~~	~~Brick~~	~~Stone~~	~~SFCB~~	~~Tilt-up~~	~~Stucco~~	~~CAW~~	~~Glass~~	~~CMU~~	~~Wood~~
~~RM, RM-1, R-O~~	~~Yes~~	~~Yes~~	~~Y < 25%~~	~~No~~	~~Y < 25%~~	~~Yes~~	~~Yes~~	~~No~~	~~Yes~~
~~O-D, POD~~	~~Yes~~	~~Yes~~	~~Y < 25%~~	~~No~~	~~Y < 25%~~	~~Yes~~	~~Yes~~	~~No~~	~~No~~
~~CRD~~	~~Yes~~	~~Yes~~	~~Y < 25%~~	~~No~~	~~Y < 25%~~	~~Yes~~	~~Yes~~	~~No~~	~~No~~
~~C-1, C-2~~	~~Yes~~	~~Yes~~	~~Yes~~	~~No~~	~~Y < 25%~~	~~Yes~~	~~Yes~~	~~Yes – Rear~~	~~No~~
~~S-1, I-1~~	~~Yes~~	~~Yes~~	~~Yes~~	~~Yes~~	~~Y < 25%~~	~~No~~	~~Yes~~	~~Yes – Rear & Side~~	~~No~~

1. *Intent.* The purpose of these regulations is to provide specific criteria so that new buildings blend into the historic architectural framework of the City of Mauldin

while promoting an improved aesthetic standard for the City. These standards are not intended to restrict imagination, innovation, or variety, but rather to assist in promoting design principles that will contribute to a satisfactory visual appearance, preserve taxable values, and promote the public health, safety, and general welfare within the City of Mauldin.

2. *Applicability.* These standards are applicable to all development and redevelopment within the City of Mauldin except for the following:

    a) Any single-family residential use of property; or

    b) Improvements or repairs to existing buildings which do not alter more than 50 percent of the affected roof or façade. Routine maintenance activities shall also be exempt provided the activity does not introduce a new aspect or element that does not conform to these standards such as painting a building a fluorescent color.

    Furthermore, only the building color and building finish material standards shall apply to any industrial use of property.

3. *Roof design.* Any new roof shall reflect the traditional character of the surrounding community. The roof shall be a type that is commonly found in the surrounding district as determined by the Business and Development Services Director. Roofs shall provide visual interest through the use of varied roof lines and architectural treatments such as dormers, crests, bargeboards, brackets, and decorative cornice lines.

4. *Façade design.* Long, monotonous, or uninterrupted horizontal stretches of building façade shall be prohibited. In order to prevent a monolithic edge to the street, facades shall be visually broken up into distinct modules or bays not to exceed 50 feet in length. These modules shall incorporate visual changes in the façade through the use of three-dimensional surface modulations such as wall plane projections, piers, columns, pilasters, colonnades, and arcades.

5. *Building fenestration.* Blank, windowless walls shall be prohibited where visible from any public right-of-way. For commercial and office uses, windows and doorways shall constitute at least 40 percent of the façade on the ground floor and at least 20 percent of the façade for upper stories on any façade visible from a public right-of-way. For all other uses, windows and doorways shall constitute at least 25 percent of the façade on the ground floor and at least 20 percent of the façade for upper stories on any façade visible from a public right-of-way. In no case shall windows and doorways exceed 90 percent of the façade. Where windows are used, they shall be transparent. Windows and doorways shall incorporate decorative elements such as sills, trim, lintels, transoms, and awnings.

6. *Building color.* No fluorescent, reflective, metallic, or neon colors shall be used as building colors.

7. *Building finish materials.* Exterior building façade materials shall draw upon the finish materials that prevail in the surrounding area, where those materials are allowable, and especially where brick or stone are prevalent. Allowable building materials are specified in the table below. Materials not included in the table below are generally prohibited. Low maintenance materials not allowed herein may be used for trim work not to exceed ten percent of each façade area after excluding doors and windows from the calculation of the façade. The following shall serve as a key to the table below.

   a) ***Yes (Y):*** The material is allowable in the listed district(s).

   b) ***No (N):*** The material is not allowed in the listed district(s).

   c) ***Secondary (2nd):*** The material is only allowable as a secondary material and shall not exceed 25 percent of the each façade area after excluding doors and windows from the calculation of the façade area. This standard shall apply to each façade separately and independently. The Business and Development Services Director may accept alternative applications of secondary materials that meet the intent of the design standards and are consistent with or will enhance the surrounding area.

   d) ***Non-visible (nv):*** The material may be used as a primary material but only on facades that are not visible from any public right-of-way or are otherwise entirely screened from view.

Table 6.3.2 Allowable Building Materials

	R-20, R-15, R-12, R-10, R-8, R-6, RM-1, R-M, R-O	*O-D, C-1, C-2*	*CRD*	*S-1, I-1*
Brick[1]	Y	Y	Y	Y
Stone[2]	Y	Y	Y	Y
Engineered Wood	2nd	N	N	N
Fiber Cement	2nd or nv	2nd or nv	2nd	Y
Split-Face Block	2nd or nv	2nd or nv	2nd	Y
Painted Concrete Block	N	N	N	nv
Concrete Panel[3]	N	N [6]	N [6]	Y
Stucco[4]	2nd	2nd	2nd	2nd
Glass[5]	Y	Y	Y	Y

[1] Brick veneer is acceptable.
[2] Both natural stone and manufactured store are acceptable.
[3] Concrete panels may be tilt-up or precast construction.
[4] Synthetic material is acceptable.
[5] Glass shall not exceed 85 of the overall area of each façade.
[6] The Business and Development Services Director may accept alternative applications of concrete panels that are designed to meet the intent of the design standards and are consistent with or will enhance the surrounding area.

***

Section 5 Amendment. Article 7, Provisions for Uses Permitted by Special Exception, is hereby REPEALED and replaced, in whole, by a new Article on Allowed Uses as follows (*language that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language is not ~~struck through~~ or underlined is not to be changed, and *** represents sections of the Zoning Ordinance that have been skipped and remain unchanged*):

ARTICLE 7. – ALLOWED USES

Sec. 7:1 – Uses by Districts

7:1.1 Generally

The *Table of Allowed Uses* established in this section sets forth the uses allowed within the base zoning districts of this Ordinance. The following shall serve as a key to this table and shall direct whether each type of use is allowed or not in any given district.

1. ***Permitted (P):*** Permitted by right subject to general district standards, site development standards, and other applicable standards provided in this Ordinance and related codes.

2. ***Conditional (C):*** Permitted subject to specific conditions and specific use standards in addition to general district standards, site development standards, and other applicable standards provided in this Ordinance and related codes.

3. ***Special Exception (S):*** Permitted only as a special exception through a discretionary review process set forth in Article 4 of this Ordinance and in accordance with the review criteria established in this Ordinance. Such uses shall also be subject to any applicable use standards set forth herein in addition to general district standards, site development standards, and other applicable standards.

4. ***Not Permitted (-):*** The use is not permitted in the district. A blank cell or field in the table shall also indicate that the use is not permitted in the district.

7:1.2 State and Federal Regulation of Uses

Any use regulated by the laws of the State of South Carolina or the U.S. government shall be subject to such regulations in addition to any standards provided in this Ordinance.

7:1.3 Multiple Principal Uses

Only those uses allowed in the underlying zoning district shall be allowed in developments with multiple principal uses or occupiable units (such as shopping centers).

Detached single-family residential dwellings shall not be established in combination with any other principal use, including another detached single-family dwelling, on the same lot of record unless expressly permitted in this Ordinance.

7:1.4 Uses Not Listed

If a particular use is not listed in the *Table of Allowed Uses*, the Business and Development Services Director shall determine if that use can reasonably be interpreted to fit into a use category where similar uses are described. The Business and Development Services Director shall give due consideration to the purpose of this Ordinance and the zoning district(s) involved and the nature of the use(s) in question.

In order to determine if the proposed use(s) is similar in nature and function to another use category, the Business and Development Services Director shall assess all relevant characteristics of the proposed use, including, but not limited to, the following:

1. The volume and type of sales;
2. The size and type of items sold and the nature of the inventory on the premises;
3. Any processing done on the premises, including assembly, manufacturing, warehousing, shipping, and distribution;
4. The nature and location of storage and outdoor display of merchandise;
5. The type, size, and nature of structures;
6. The number of employees and customers and hours of operation;
7. Traffic generation and parking turnover;
8. The amount and nature of any nuisances generated on the premises, including but not limited to noise, smoke, odor, glare, vibration, radiation, and fumes; and
9. Other impacts related to health, safety, and general welfare.

The Business and Development Services Director may also utilize resources such as the Land-Based Classification Standards (LBCS) of the American Planning Association (APA) and the most current edition of the North American Industrial Classification System (NAICS) to assist in this determination.

If the Business and Development Services Director determines that a proposed use is similar to a listed use, the proposed use shall comply with the standards for that listed use. Where the Business and Development Services Director does not determine a similar use, that use shall be prohibited until such time this Ordinance is amended to allow the use in a zoning district.

7:1.5 Table of Allowed Uses

	R-20, R-15, R-12	*R-10, R-8, R-6, RM-1*	*R-M*	*R-O*	*O-D*	*C-1*	*C-2*	*CRD*	*S-1*	*I-1*	*Notes*
Residential Uses											
Cluster Housing—Attached Single-Family	-	C	C	-	-	-	-	-	-	-	See standards in Sec. 8:2
Cluster Housing—Detached Single-Family	C	C	C	-	-	-	-	-	-	-	See standards in Sec. 8:2
Dwelling—Attached Single-Family	-	C	C	C	-	-	-	C	-	-	See standards in Sec. 8:3
Dwelling—Detached Single-Family	P	P	P	P	-	-	-	-	-	-	
Dwelling—Multi-Family	-	-	C	-	-	C	C	C	C	-	See standards in Sec. 8:1 and 10:2
Manufactured Home	-	-	C	-	-	-	-	-	-	-	See standards in Sec. 8:4
Manufactured Housing Park	-	-	S	-	-	-	-	-	-	-	See standards in Sec. 8:5
Accommodation Uses											
Bed and Breakfast Inn	-	-	C	C	-	-	-	-	-	-	See standards in Sec. 10:1
Dwelling—Short-Term Rental	C	C	C	C	-	-	-	-	-	-	See standards in Sec. 10:3
Hotel	-	-	-	-	-	-	P	P	P	-	
Institutional and Social Uses											
Cemetery	-	-	-	-	-	-	C	-	C	-	See Ch. 12 in Code of Ordinances
Day Care Center (Adult or Children)	-	-	C	C	C	C	C	C	C	-	See standards in Sec. 10:10 and 10:11
Day Care Home (Adult of Children)	C	C	C	C	-	-	-	-	-	-	See standards in Sec. 10:12 and 10:13
Funeral Home	-	-	-	-	-	P	-	-	P	-	
Health Care Service—Assisted Living	-	-	P	-	-	P	-	-	P	-	
Health Care Service—Hospital	-	-	-	-	-	-	P	-	P	-	
Health Care Service—Nursing Home	-	-	-	-	-	P	-	-	P	-	
Health Care Service—Outpatient	-	-	-	-	-	P	P	P	P	-	
Health Care Service—Residential Care Facility	-	-	C	C	-	-	-	-	-	-	See standards in Sec. 10:14
Library	S	S	S	P	P	P	P	P	-	-	See standards in Sec. 10:15
Meeting or Assembly Hall	-	-	-	-	P	P	P	-	P	-	
Public Administration Building	-	-	-	-	-	P	P	P	P	-	
Public Safety Facility	S	S	S	P	P	P	P	P	P	P	
Public Works Facility	-	-	-	-	-	-	-	-	P	P	
Religious Institution	C	C	C	C	P	P	P	-	P	-	See standards in Sec. 10:16
School—College or University	-	-	-	S	-	S	S	-	S	S	See standards in Sec. 10:17

	R-20, R-15, R-12	R-10, R-8, R-6, RM-1	R-M	R-O	O-D	C-1	C-2	CRD	S-1	I-1	Notes
School—Grade	S	S	S	S	S	S	-	-	S	-	See standards in Sec. 10:18
School—Technical, Trade, or Other Specialty						C	C	C	C	C	See standards in Sec. 10:19
Social Assistance Services	-	-	-	P	P	P	P	P	P	-	
Commercial and Office Uses											
Catering Services	-	-	-	C	C	P	P	C	P	-	See standards in Sec. 10:30
Communication or Information Services	-	-	-	P	P	P	P	P	P	-	
Dry Cleaning and Laundry Services	-	-	-	-	-	P	P	P	P	-	
Financial Establishment	-	-	-	-	P	P	P	P	-	-	
—Fringe Financial Services	-	-	-	-	-	-	C	-	C	-	See standards in Sec. 10:31
Health and Personal Care Services	-	-	-	P	-	P	P	P	P	-	
—Tattoo and Body Piercing Services	-	-	-	-	-	-	P	-	P	-	
Motor Vehicle Sales	-	-	-	-	-	-	-	-	C	-	See standards in Sec. 10:32
Motor Vehicle Services	-	-	-	-	-	-	C	-	P	-	See standards in Sec. 10:33
—Large Vehicle Sales and Service	-	-	-	-	-	-	-	-	P	P	
Office and Professional Services	-	-	-	P	P	P	P	P	P	-	
Pet and Animal Care Services	-	-	-	-	-	P	P	P	P	-	
Restaurant	-	-	-	-	-	P	P	P	P	-	
—Bar, Brew Pub or Drinking Place	-	-	-	-	-	-	C	C	C	-	See standards in Sec. 10:34
Retail Sales	-	-	-	-	-	P	P	P	P	-	
—Big Box Retail Store	-	-	-	-	-	-	P	-	P	-	
—Grocery Store or Supermarket	-	-	-	-	-	P	P	P	-	-	
—Packaged Alcoholic Beverage Store	-	-	-	-	-	-	C	-	-	-	See standards in Sec. 10:35
—Small Box Variety Store	-	-	-	-	-	C	C	-	-	-	See standards in Sec. 10:36
Services to Buildings and Dwellings	-	-	-	-	-	-	-	-	P	P	
Industry, Warehousing, and Transportation Uses											
Construction and Contractor Services	-	-	-	-	-	-	-	-	P	P	
Junk/Salvage Yard	-	-	-	-	-	-	-	-	-	S	See standards in Sec. 10:50
Manufacturing	-	-	-	-	-	-	-	-	C	P	See standards in Sec. 10:51
Parcel Delivery Services	-	-	-	-	-	-	-	-	P	P	
Passenger Transportation Services	-	-	-	-	-	-	-	-	P	-	
Self-Storage or Mini-Warehouse Facility	-	-	-	-	-	-	-	-	P	P	

	R-20, R-15, R-12	R-10, R-8, R-6, RM-1	R-M	R-O	O-D	C-1	C-2	CRD	S-1	I-1	Notes
Towing Services	-	-	-	-	-	-	-	-	P	P	
Truck and Freight Transportation Services	-	-	-	-	-	-	-	-	S	P	
Warehousing	-	-	-	-	-	-	-	-	P	P	
Wholesaling	-	-	-	-	-	-	-	-	P	P	
Arts, Entertainment, and Recreation Uses											
Amusement or Games Facility	-	-	-	-	-	P	P	P	P	-	
Clubhouse or Country Club	C	C	C	C	-	-	-	-	-	-	See standards in Sec. 10:60
Event Center or Banquet Hall	-	-	-	-	-	P	P	P	P	-	
Fitness/Sports Club, Studio, or Center	-	-	-	-	-	P	P	P	P	-	
Exhibition Facility	-	-	-	-	-	P	P	P	P	-	
Private Outdoor Recreation Amenity	C	C	C	C	-	-	-	-	C	-	
Public Park or Recreation Area	P	P	P	P	P	P	P	P	P	-	
Stadium or Arena	-	-	-	-	-	-	S	S	S	S	See standards in Sec. 10:61
Theater (Movie or Performing Arts)	-	-	-	-	-	P	P	P	-	-	
Miscellaneous Use Types											
Parking Structure	-	-	-	-	-	-	P	P	P	-	
Sexually Oriented Business	-	-	-	-	-	-	-	-	S	-	See Ch. 10, Art. IV of Code of Ordinances
Solid Waste-Related Services	-	-	-	-	-	-	-	-	-	S	See standards in Sec. 10:71
Telecommunication Tower	S	S	S	S	S	S	S	S	P	P	See standards in Sec. 10:72
Utility Building or Facility (Major)	S	S	S	S	S	S	S	S	P	P	See standards in Sec. 10:73
Residential Accessory Uses and Structures											
Accessory Dwelling	-	C	C	C	-	-	-	-	-	-	See standards in Sec. 8:6.2
Equine Stable	C	-	-	-	-	-	-	-	-	-	See standards in Sec. 8:6.3
Fence or Wall	C	C	C	C	-	-	-	-	-	-	See standards in Sec. 8:6.4
Home Occupation	C	C	C	C	-	-	-	-	-	-	See standards in Sec. 8:6.5
Outdoor Recreational Structure	C	C	C	C	-	-	-	-	-	-	See standards in Sec. 8:6.6
Residential Storage (Garage, Shed, etc.)	C	C	C	C	-	-	-	-	-	-	See standards in Sec. 8:6.1
Nonresidential Accessory Uses and Structures											
Accessory Dwelling	-	-	-	-	-	C	C	C	C	C	See standards in Sec. 10:80
Outdoor Dining	-	-	-	-	-	C	C	C	C	-	See standards in Sec. 10:81
Outdoor Storage	-	-	-	-	-	-	-	-	C	C	See standards in Sec. 10:82

	R-20, R-15, R-12	R-10, R-8, R-6, RM-1	R-M	R-O	O-D	C-1	C-2	CRD	S-1	I-1	Notes
Temporary Uses											
Construction Related Activity/Structure	C	C	C	C	C	C	C	C	C	C	See standards in Sec. 9:1
Event, City-Sponsored/Hosted	C	C	C	C	C	C	C	C	C	C	See standards in Sec. 9:1
Event, Fundraising	C	C	C	C	C	C	C	C	C	C	See standards in Sec. 9:1
Event, Private Non-commercial	C	C	C	C	C	C	C	C	C	C	See standards in Sec. 9:1
Event, Short-Term	-	-	-	-	C	C	C	C	C	C	See standards in Sec. 9:1
Interim Facility	C	C	C	C	C	C	C	C	C	C	See standards in Sec. 9:1
Real Estate Sales Office/Model Home	C	C	C	C	C	C	C	C	C	C	See standards in Sec. 9:1
Sale, Food (Intermittent)	C	C	C	C	C	C	C	C	C	C	See standards in Sec. 9:1
Sale, Food (Mobile)	C	C	C	C	C	C	C	C	C	C	See standards in Sec. 9:1
Sale, Garage/Yard	C	C	C	C	-	-	-	-	-	-	See standards in Sec. 9:1
Sale, Outdoor Retail	-	-	-	-	C	C	C	C	C	C	See standards in Sec. 9:1
Sale, Seasonal	C	C	C	C	C	C	C	C	C	C	See standards in Sec. 9:1
Storage Container	C	C	C	C	-	-	-	-	-	-	See standards in Sec. 9:1

Sec. 7:2 – Use Classification Descriptions

The *Table of Allowed Uses* lists various land uses and activities as general use categories or classifications. These classifications are intended to group land uses and activities based on common functional, operational, or physical characteristics. These classifications provide a systematic method for prescribing land uses allowed in various zoning districts.

This section contains general descriptions that apply to these use classifications. These classifications are listed in order as they appear in the *Table of Allowed Uses*. Where a land use or activity may appear to meet the description of more than one use classification or where a land use or activity does not appear to meet the description of any use classification, the Business and Development Services Director shall determine the appropriate use classification, if any.

7:2.1 Description of Residential Uses

A. Cluster Housing (Attached or Detached Single-Family)

A form of residential subdivision that permits housing units to be grouped on sites or lots with dimensions, frontages, and setbacks reduced from conventional standards, provided the density of the tract as a whole does not exceed the density allowed by the underlying zoning district and a percentage of the land area is provided as common open space.

B. Dwelling—Attached Single-Family

A one-family dwelling with its own ground floor exterior entry and attached to one or more one-family dwellings by common vertical walls without openings.

C. Dwelling—Detached Single-Family

A one-family dwelling that is not attached to any other dwelling or other principal use by any means and is surrounded by open space or yards.

This classification excludes mobile homes, manufactured homes, recreational vehicles, and travel trailers.

D. Dwelling—Multi-Family

A dwelling or group of dwellings located on a single lot or parcel of ground designed for the occupancy of three or more families living independently of each other in individual dwelling units. This includes dwelling units stacked one above another.

E. Manufactured Home

A factory-built, single-family structure that is built to the Manufactured Home Construction and Safety Standards (MHCSS) of the HUD code.

Such homes have been formerly referred to as mobile homes. The term "mobile home" was originally coined to describe trailers that were equipped to function as truly mobile homes. The mobile home of years past has now become a fixed, in-place house that is mobile only at the time it is moved from the factory to the site. Besides losing its mobility, the "mobile home" has also become larger, and the safety and quality have been significantly improved as a result of the HUD code. These units built to this code since 1976 are properly referred to as "manufactured homes."

F. Manufactured Housing Park

Any area or tract of land that provides for the parking or installation of manufactured homes used or intended to be used for living or sleeping purposes, regardless of whether or not such homes are offered for lease or rent.

Travel trailers, campers, motor homes, and other recreational vehicles shall not be permitted for occupancy in any manufactured housing park.

7:2.2 Description of Accommodation Uses

A. Bed and Breakfast

A residential-type lodging facility having no more than 10 guestrooms and that serves breakfast to registered guests. The facility is primarily residential in style regarding design and the amenities provided to guests. The facility serves as both the facility proprietor's residence and a place of lodging for transient guests.

B. Dwelling—Short-Term Rental

A one-family dwelling, or any portion thereof, that is provided as lodging for transient guests for a period of less than 30 days in exchange for compensation.

C. Hotel

An establishment primarily engaged in providing short-term lodging in facilities known as hotels or motels. In addition to providing short-term lodging accommodations, these establishments may offer to guests food and beverage services, recreational services, conference rooms and convention services, laundry services, parking and other services.

7:2.3 Description of Institutional and Social Uses

A. Cemetery

An establishment that operates or provides sites or structures used or reserved for the interment of human or animal remains.

B. Day Care Center (Adult or Children)

A nonresidential establishment primarily engaged in providing day care for either children or adults (but not both simultaneously).

When caring for children, these establishments generally care for preschool children and infants, but may care for school-aged children when they are not in school and may offer prekindergarten educational programs.

When caring for adults, these establishments generally provide custodial care for adults who are in need of supervision and/or assistance with routine daily functions but who are not in need of regular medical attention.

This classification excludes child day care homes and adult day care homes.

C. Day Care Home (Adult or Children)

An accessory use or home occupation at a single-family dwelling in which day care is provided by the resident for children or adults (but not both simultaneously) unrelated to the resident of the dwelling and who are not the legal wards or foster children of the resident. The children or adults receiving care do not reside at the dwelling.

When caring for adults, these establishments generally provide custodial care for adults who are in need of supervision and/or assistance with routine daily functions but who are not in need of regular medical attention.

This classification excludes child day care centers and adult day care centers.

D. Funeral Home

An establishment that prepares the dead for burial or interment and conducts funerals. Ordinarily these establishments are associated with providing facilities for wakes, arranging transportation for the dead, selling caskets and related products.

E. Health Care Service—Assisted Living

An establishment that provides housing for persons that require some assistance with day-to-day living. These establishments may also provide food services and common recreational, social, and service facilities for the exclusive use of residents. Custodial and personal care is provided in a home-like, social setting.

F. Health Care Service—Hospital

An establishment that provides medical, diagnostic, and treatment services. These establishments often provide physician, nursing, and specialized accommodation services for inpatient care.

G. Health Care Service—Nursing Home

An establishment that provides housing and organized care and services to persons who require 24-hour medical supervision. Medical and personal care is provided in a clinical setting.

H. Health Care Service—Outpatient

An establishment that offers health care services directly to patients without providing inpatient services. These establishments include physician offices, dentists, chiropractors, optometrists, outpatient family planning services, medical and diagnostic laboratories, and blood and organ banks.

I. Health Care Service—Residential Care Facility

An establishment that provides housing and personal care for persons, who by reason of mental or physical disability, addition to drugs or alcohol or family and/or school adjustment problems, require a specialized residential setting.

J. Library

An establishment engaged in maintaining collections of documents and media (e.g., books, journals, newspapers, music, etc.) and facilitating the use, but not sale, of such documents and media according to the informational, research, educational, or recreational needs of their users.

K. Meeting or Assembly Hall

An establishment ordinarily used for gatherings or meetings of organizations that (1) advocate various social or political causes, or (2) promotes and defends the interests of its members. Such organizations may include civic organizations, human rights organizations, environmental organizations, wildlife organizations, business associations, labor unions, other similar social, professional, or political organizations.

L. Public Administration Building

A government-occupied establishment that administers, oversees, and manages public programs and ordinarily associated with executive, legislative, or judicial authority.

M. Public Safety Facility

A government-occupied establishment that provides fire and rescue, police, or emergency medical services.

This classification excludes correctional facilities.

N. Public Works Facility

A government-occupied establishment that provides and maintains public infrastructure and may provide public services such as solid waste collection.

O. Religious Institution

An establishment primarily engaged in operating religious organizations, such as churches, temples, monasteries, synagogues, etc., and/or an establishment primarily engaged in administering an organized religion or promoting religious activities.

P. School—College or University

An establishment that furnishes academic or technical courses and grants degrees, certificates, or diplomas at the associate, baccalaureate, or graduate levels. These include junior colleges, colleges, universities, and professional schools. The requirement for admission is typically at least a high school diploma or equivalent general academic training.

Q. School—Grade

An establishment primarily engaged in furnishing academic courses and associated work that comprise a basic preparatory education. A basic preparatory education ordinarily includes kindergarten through 12th grade.

R. School—Technical, Trade, or Other Specialty

An establishment that offers vocational and technical training among a variety of technical subjects and trades. The training often leads to job-specific certification.

S. Social Assistance Services

An establishment that provides social assistance and associated services.

Such establishments include the following:

1. Child and youth services, such as adoption and foster care, drug prevention, life skills training, and positive social development.

2. Services for the elderly and disabled, such as social activities and group support.

3. Individual and family counseling services.

4. Community food services, such as food banks and meal delivery programs.

5. Vocational rehabilitation services, such as job counseling and job training.

This classification excludes soup kitchens and temporary shelters.

7:2.4 Description of Commercial and Office Uses

A. Catering Services

An establishment primarily engaged in providing single event-based food services. These establishments generally have equipment and vehicles to transport meals and snacks to events and/or prepare food at an off-premise site.

Examples of events catered by establishments in this category include graduation parties, wedding receptions, business or retirement luncheons, and trade shows. However, this type of establishment may also engage in contractual arrangements to provide food services to off-premise locations.

B. Communication or Information Services

An establishment engaged in these general operations: (1) producing and distributing information and cultural products, (2) providing the means to transmit or distribute these products as well as data or communications, and (3) processing data.

Such establishments include the following:

1. Publishing industries, including software publishing, traditional publishing, and publishing exclusively on the Internet.

2. Motion picture and sound recording studios.

3. Broadcasting industries, including traditional broadcasting and broadcasting exclusively over the Internet.

4. Telecommunication industries.

5. Internet service providers and web search portals.

6. Data processing industries.

7. Information services industries.

This classification excludes motion picture theaters and film festivals, libraries, telecommunication towers and antennae, and other broadcasting towers.

C. Dry Cleaning and Laundry Services

An establishment primarily engaged in providing one or more of the following services:

1. Dry cleaning services.

2. Laundering services.

3. Drop-off and pick-up sites for laundries and/or drycleaners.

4. Specialty cleaning services for specific types of garments and other textile items (except carpet and upholstery), including fur, leather, suede, wedding gowns, hats, draperies, and pillows.

D. Financial Establishment

An establishment that primarily engages in financial transactions (transactions involving the creation, liquidation, or change in ownership of financial assets) and/or facilitating financial transactions.

Such establishments include the following:

1. Bank, credit union, or savings institution.

2. Credit and financial establishment.

3. Investment banking, securities, and brokerages.

4. Fund, trust, or other financial establishment.

This classification excludes debt relief businesses, check cashing businesses, payday lenders, title loan businesses, precious metal businesses, other deferred presentment lenders, and like businesses. These exclusions are their own separate classification.

E. Fringe Financial Services

An establishment that provides financial services outside of a traditional bank. Such establishments include the following:

1. Check cashing businesses.

2. Payday advance/loan businesses.

3. Title loan businesses.

4. Debt relief businesses.

5. Precious metal dealers.

6. Deferred presentment lenders.

7. Other like businesses.

This classification excludes retail businesses such as pawnshops or jewelry stores that obtain a precious metal dealer license in the normal course of their retail business.

F. Health and Personal Care Services

An establishment that provides health and personal care services from a fixed point-of-sale location.

Such establishments include the following:

1. Hair, nail, and skin care services, including barber and beauty shops.

2. Diet and weight loss centers and personal fitness centers.

3. Day spas, massage parlors, or saunas.

4. Tanning salons.

This classification excludes tattoo parlors and body piercing establishments.

G. Tattoo and Body Piercing Services

An establishment that provides tattoo or body piercing services from a fixed point-of-sale location.

H. Motor Vehicle Sales

An establishment that retails or rents motor vehicles from fixed point-of-sale locations.

Such establishments include the following:

1. New and used car dealers.

2. Passenger car rental and leasing.

3. Motorcycle, ATV, moped, motor scooter, and golf cart dealers.

This classification excludes dealers or rental of large vehicle (RV, bus, truck, trailer, boat, personal watercraft, aircraft, or mobile home), truck stops, truck repair shops, and salvage yards of damaged or inoperable motor vehicles.

I. Motor Vehicle Services

An establishment that services motor vehicles from fixed point-of-sale locations.

Such establishments include the following:

1. Gasoline stations.

2. General automotive repair and maintenance shops, including tire services.

3. Automotive body, paint, interior, and glass repair shops.

4. Automotive oil change and lubrication shops.

5. Car washes

This classification excludes centers that service large vehicle (RV, bus, truck, trailer, boat, personal watercraft, aircraft, or mobile home), truck stops, truck repair shops, and salvage yards of damaged or inoperable motor vehicles.

J. Large Vehicle Sales and Service

An establishment that retails, rents, or services large vehicles from fixed point-of-sale locations.

Such establishments include the following:

1. Large vehicle (RV, bus, truck, boat, personal watercraft, aircraft, or mobile home) dealers.

2. Truck, utility trailer, RV, boat and personal watercraft rental.

3. Truck stops.

4. Truck repair shops.

5. Truck, bus, and boat washes.

This classification excludes salvage yards of damaged or inoperable motor vehicles.

K. Office and Professional Services

An establishment that specializes in performing professional, scientific, and technical activities for others. These activities often involve specialized expertise.

Such establishments include the following:

1. Office and administrative services.

2. Real estate services.

3. Legal services.

4. Insurance-related services.

5. Financial investment advice services.

6. Accounting, tax, bookkeeping, and payroll services.

7. Architectural, engineering, and related services.

8. Graphic, fashion, and interior design services.

9. Information technology and computer software services.

10. Management and consultation services.

11. Research and development services.

12. Advertising, media, and photography services.

13. Business support and employment services.

14. Translation and interpretation services.

15. Travel arrangement and reservation services.

16. Investigation and security services.

17. Wedding and party planning services.

This classification excludes debt relief businesses, check cashing businesses, payday lenders, title loan businesses, precious metal businesses, other deferred presentment lenders, and like businesses. These exclusions are their own separate classification.

L. Pet and Animal Care Services

An establishment that is primarily engaged in providing pet care services, such as veterinary, boarding, grooming, sitting, and training pets and animals.

M. Restaurant

An establishment where food and drink are prepared, served, and consumed. Food and drink may be consumed on the premises, taken out, or delivered to the customer's location. In addition to providing food services, these establishments

may incidentally sell alcoholic beverages and/or present live nontheatrical, non-erotic entertainment such as music or comedy, but not dancing.

This classification excludes bars, taverns, or drinking places primarily engaged in preparing and serving alcoholic beverages for immediate consumption. These exclusions are their own separate classification.

This classification also excludes night clubs, dance clubs and any erotic or sexually-oriented businesses.

N. Bar, Brew Pub or Drinking Place

An establishment known as a bar, brew pub, microbrewery, tavern, or drinking place primarily engaged in preparing and serving alcoholic beverages for immediate consumption. These establishments may also provide food and non-erotic entertainment such as music or comedy, but not dancing.

This classification excludes nightclubs, dance clubs and any erotic or sexually-oriented businesses.

O. Retail Sales

Establishments engaged in the selling or rental of goods or merchandise, generally to the general public for personal use or household consumption, and in rending services incidental to the sale of such goods.

This classification includes establishments that retail or provide customary service directly related to any of the following product lines:

1. Art works and supplies.
2. Bicycles.
3. Books, magazines, music, videos, office supplies, and stationery.
4. Clothing, jewelry, luggage, shoes, etc.
5. Camera and photographic supplies and services.
6. Computers and software.
7. Electronics and appliances.
8. Flowers and floral arrangements.
9. Furniture or home furnishings.
10. Gifts, novelties, souvenirs, and similar small item miscellanea.

11. Health and personal care merchandise, including cosmetics, beauty supplies, perfume, optical goods, and health supplements.

12. Motor vehicle parts (except tires).

13. Pets and pet supplies.

14. Pharmacies or drug stores.

15. Specialty food items not for immediate consumption, including baked goods, meats and poultry, fish and seafood, coffee and tea, confectionery products, nuts, spices, dairy products and gourmet foods.

16. Sporting goods, toy and hobby, and musical instruments.

17. Tobacco products and supplies.

18. Used merchandise generally retailed in antique shops and thrift stores (flea markets excluded).

This classification excludes other retail uses that are specifically referenced or described in other classifications provided in this Ordinance.

P. Big Box Retail Store

A retail establishment typically 50,000 square feet or more. The product lines listed below are usually associated with retail establishments of this size. An establishment less than 50,000 square feet is not necessarily excluded from this description if it is still consistent with the characteristics of the establishments described herein and the intent of associated regulations.

1. Hardware, lumber, building materials, and similar home improvement centers.

2. Lawn and garden supplies.

3. General merchandise as may be retailed in department stores, warehouse clubs, or superstores.

Q. Grocery Store or Supermarket

An establishment that primarily engages in retailing a varied line of foods, such as canned and frozen foods, fresh fruits and vegetables, and fresh and prepared meats, fish, and poultry. These establishments are generally known as a supermarket or grocery store.

This classification excludes packaged alcoholic beverage stores and small box variety stores.

R. Packaged Alcoholic Beverage Store

An establishment primarily engaged in retailing packaged alcoholic beverages, such as ale, beer, wine, and liquor.

S. Small Box Variety Store

A retail establishment typically less than 15,000 square feet that sells at retail an assortment of physical goods, products, or merchandise directly to the consumer, including food or beverage for off-premise consumption, household products, personal grooming and health products, and other consumer goods. An establishment that exceeds 15,000 square feet is not necessarily excluded from this description if it is still consistent with the characteristics of the establishments described herein and the intent of associated regulations.

This classification excludes small box stores that:

1. Contain a prescription pharmacy;

2. Sell gasoline or diesel fuel;

3. Primarily sell specialty food items (e.g., meat, seafood, cheese, oils and vinegars; etc.);

4. Dedicate at least 15 percent of shelf space to fresh or fresh frozen foods; or

5. Dedicate less than 5 percent of shelf space to food sales.

T. Services to Buildings and Dwellings

An establishment primarily engaged in providing services such as pest control, janitorial activities, locksmith, landscaping, carpet and upholstery cleaning, packing and crating services, and other services for buildings and dwellings.

This classification excludes utility services.

7:2.5 Description of Industry, Warehousing, and Transportation Uses

A. Construction and Contractor Services

An establishment primarily engaged in the construction of buildings or engineering projects. Establishments primarily engaged in the preparation of sites for new construction and establishments primarily engaged in preparing and subdividing land for sale as building sites are also included in this classification. This

classification also includes establishments of specialized construction activities, such as plumbing, painting, and electrical work.

Construction work performed may include new construction, additions, alterations, or maintenance and repairs. This classification entails the fixed place of business from which these activities are generally operated and not the actual site of the construction activity itself. The construction activity is performed at a separate location, where permitted.

B. Junk/Salvage Yard

A facility or area for storing, keeping, selling, dismantling, shredding, compressing, or salvaging scrap or discarded material or equipment. Scrap or discarded material includes, but is not limited to, metal, paper, rags, tires, bottles, motor vehicle parts, machinery, structural steel, equipment, and appliances.

C. Manufacturing

An establishment that is engaged in the mechanical, physical, or chemical transformation of materials, substances, or components into new products. The assembly of component parts of manufactured products is considered manufacturing, except for construction and contractor services.

Such establishments included manufacturers of the following product lines:

1. Food, beverage, and related products.
2. Textiles, apparel, and related products.
3. Wood, furniture, and related products.
4. Plastics and rubber products.
5. Nonmetallic mineral products.
6. Machinery and fabricated metal products.
7. Transportation equipment.
8. Computer and electronic products.
9. Electrical equipment and components.
10. Medical equipment and supplies.
11. Jewelry and silverware.
12. Sporting and athletic goods.

13. Dolls, toys, games, and musical instruments.

14. Office supplies (except paper), inks, etc.

15. Signs.

This classification excludes the manufacture of explosives, agricultural industries, petroleum refineries, smelting, fertilizer manufacturing, sanitary landfills, waste to energy facilities, solid waste transfer stations, sewage treatment plants, lumber or paper mills, or other manufacturing uses with potentially noxious impacts, as determined by the Business and Development Services Director.

D. Parcel Delivery Services

An establishment that provides intercity and/or local delivery of parcels. These articles can be described as those that may be handled by one person without using special equipment.

This classification includes activities of the United States Postal Service and its subcontractors in delivering letters and small parcels.

E. Passenger Transportation Services

An establishment that provides passenger transportation by automobile, bus or van. Taxicab owner/operators, taxicab fleet operators, and taxicab organizations are included. Also included are limousine and luxury sedan passenger services and scenic or sightseeing passenger services.

F. Self-Store or Mini-Warehouse Facility

An establishment primarily engaged in renting or leasing space for self-storage. These establishments provide secure space (i.e., rooms, compartments, lockers, containers, or outdoor space) where clients can store and retrieve their goods and possessions.

G. Towing Services

An establishment that tows light or heavy motor vehicles, both local and long distance. These establishments may provide incidental services, such as limited storage and emergency road repair services.

H. Truck and Freight Transportation Services

An establishment primarily engaged in providing over-the-road transportation of cargo using motor vehicles, such as trucks and tractor trailers. General freight establishments handle a wide variety of commodities, generally palletized, and transported in a container or van trailer. Specialized freight transportation requires

specialized equipment due to the size, weight, shape or other inherent characteristics of the cargo.

I. Warehousing

An establishment primarily engaged in operating warehousing and storage facilities for general merchandise, refrigerated goods, and other warehouse products. These establishments provide facilities to store goods. They may also provide a range of services, often referred to as logistic services, related to the distribution of goods. However, establishments in this classification always provide warehousing or storage services in addition to any logistic services. Furthermore, the warehousing or storage of goods must be more than incidental to the performance of services, such as price marking.

This classification excludes lessors of mini-warehouses and self-storage units.

J. Wholesaling

An establishment engaged in wholesaling merchandise, generally without transformation, and rendering services incidental to the sale of merchandise. Wholesalers are organized to sell or arrange the purchase or sale of (1) goods for resale (i.e., goods sold to other wholesalers or retailers), (2) capital or durable non-consumer goods, and (3) raw and intermediate materials and supplies used in production.

Wholesalers sell merchandise to other businesses and normally operate from a warehouse or office. These warehouses and offices are characterized by having little or no display of merchandise. In addition, neither the design nor the location of the premises is intended to solicit walk-in traffic. Wholesalers do not normally use advertising directed to the general public. Customers are generally reached initially via telephone, in-person marketing, or by specialized advertising that may include Internet and other electronic means.

7:2.6 Description of Arts, Entertainment, and Recreation Uses

A. Amusement or Games Facility

An establishment primarily engaged in games or amusement activities, either indoor or outdoor.

Such establishments include arcades, bowling centers, billiard parlors, go-cart tracks, miniature golf, indoor shooting range, skating rinks, trampoline parks, theme parks, water parks, and family fun centers.

This classification excludes hunting or game preserves, outdoor shooting ranges, campgrounds, and related establishments. This classification also excludes establishments that are engaged in or resemble gambling activities.

B. Clubhouse or Country Club

A recreational facility consisting of a clubhouse or similar indoor activity area, which is usually restricted to members and their guests, or guests by invitation. This facility is typically used for leisure activities but may also be used for private gatherings.

Club houses and country clubs may also be accompanied by outdoor recreational facilities such as tennis courts, swimming pools, and golf courses.

C. Event Center or Banquet Hall

A recreational facility consisting of an indoor event space generally available for lease by private parties. This facility is typically used for dining and dancing activities associated with weddings, banquets, parties, and similar activities.

This classification excludes bars, taverns, or drinking places primarily engaged in preparing and serving alcoholic beverages for immediate consumption. These exclusions are their own separate classification.

D. Fitness/Sports Club, Studio, or Center

An establishment primarily engaged in operating indoor fitness, instructional, and recreational sports facilities featuring exercise and other active physical fitness conditioning or recreational sports activities, such as swimming, dance, skating, or racquet sports. This classification includes gymnasiums.

E. Exhibition Facility

An establishment that engages in the preservation and/or exhibition of objects, sites, and natural wonders of historical, cultural, and/or educational value.

Included are public and private museums, exhibitions and art galleries, historical sites, observatories, planetariums, aquariums, botanical gardens or zoological parks, and similar establishments. This classification also includes convention facilities which have both an exhibition hall and a number of meeting rooms.

F. Private Outdoor Recreation Amenity

An outdoor recreational area for the exclusive use of members and their guests. These facilities may include outdoor amenities such as playgrounds, ball fields, game courts, swimming pools, golf courses, and picnic tables.

This classification excludes hunting or game preserves, outdoor shooting ranges, campgrounds, and related establishments.

G. Public Park or Recreation Area

An outdoor recreational area commonly open to the public and which may serve a variety of outdoor leisure activities. These facilities may include outdoor amenities such as playgrounds, ball fields, game courts, swimming pools, and picnic tables.

This classification excludes hunting or game preserves, outdoor shooting ranges, campgrounds, and related establishments.

H. Stadium or Arena

An establishment involving sports teams or clubs or independent athletes participating in live sporting events before a paying audience.

This classification excludes racetracks (e.g., motor vehicles, dog, horse, etc.).

I. Theater

An establishment that is primarily engaged in showing movies or motion pictures or producing live presentations involving the performances of actors and actresses, singers, dancers, musical groups and artists, comedians, and other performing artists.

Such establishments include performing arts theaters, movie theaters, and cineplexes.

This classification excludes drive-in theaters, nightclubs, erotic dance clubs, adult motion picture theaters, and other sexually-oriented businesses.

7:2.7 Description of Miscellaneous Use Types

A. Parking Structure

A structure or portion thereof composed of one or more levels or floors used primarily for the parking or storage of motor vehicles. A parking structure may be totally below grade (as in an underground parking garage) or either partially or totally above grade with those levels being either open or enclosed.

B. Sexually Oriented Business

See Chapter 10, Article IV, of the Mauldin Code of Ordinances for a complete description of the classification of these businesses as well as accompanying regulations.

C. Solid Waste-Related Services

An establishment which provides waste management services such as (1) hauling waste materials locally; (2) operating materials recovery facilities (i.e., sort recyclable materials from trash); or (3) provides remediation services (i.e., the cleanup of contaminated sites).

This classification excludes landfills.

D. Telecommunication Tower

A structure on which there are electronic facilities for receiving or transmitting communication signals.

This classification excludes consumer satellite dishes and television antennae, amateur radio operators licensed by the Federal Communications Commission, small cell wireless facilities, and telephone/power lines supported by poles.

E. Utility Building or Facility (Major)

A building or structure used or intended to be used by any utility company, including, but not limited to, any (1) gas treatment plant reservoir, tank, or other storage facility; (2) water treatment plant, well, reservoir, tank, or other storage facility; (3) electric generating plant, distribution, or transmission substation; (4) telephone switching or other communications plant, earth station, or other receiving or transmission facility; (5) any storage yard for public utility equipment or vehicles; or (6) any parking lot for parking vehicles or automobiles to serve a utility company.

7:2.8 Description of Residential Accessory Uses and Structures

A. Accessory Dwelling

A secondary dwelling unit established in conjunction with and clearly subordinate to a principal dwelling or other principal use, and that is part of the same structure.

Mobile homes, recreational vehicles, and travel trailers shall not be used as accessory dwelling units.

B. Equine Stable

An accessory building in which horses or ponies are sheltered.

C. Fence or Wall

A vertical freestanding structure used to define a boundary or as a means of protection, confinement, or visual obstruction.

D. Home Occupation

Any activity carried out for gain in a dwelling or an occupational use of a dwelling clearly incidental and secondary to its use for residential purposes and which does not change the character of the building and site.

E. Outdoor Recreational Structure

An outdoor recreational structure for the exclusive use of residents of the dwelling. Such structures may include playground equipment such as swings and slides, playing surfaces such as basketball courts and tennis courts, or swimming pools or hot tubs.

F. Residential Storage

A detached structure which is accessory to a dwelling unit and designed for the storage of motor vehicles, boats, lawn and garden equipment, pool care equipment, or similar equipment for residential use.

7:2.9 Description of Nonresidential Accessory Uses and Structures

A. Accessory Dwelling

A secondary dwelling unit established in in conjunction with and clearly subordinate to a principal use, and that is part of the same structure.

B. Outdoor Dining

An area used or intended to be used for the purpose of eating, but not for cooking or the preparation of meals, outside of an enclosed building.

C. Outdoor Storage

The storage of any material for a period greater than 24 hours, including items for sale, lease, processing, and repair not in an enclosed building.

***

Section 6 Amendment. Amend Article 8, Residential and Group Development Design Standards, by renaming this Article as "Residential Use Standards," displacing some existing sections, renumbering other existing sections, and adding new sections, including some that were formerly provided in Article 10, as follows (*language that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language is not ~~struck through~~ or underlined is not to be changed, and *** represents sections of the Zoning Ordinance that have been skipped and remain unchanged*):

ARTICLE 8. – RESIDENTIAL ~~AND GROUP DEVELOPMENT DESIGN~~ USE STANDARDS.

The provisions of this article generally apply to residential uses as set forth in the *Table of Allowed Uses* provided in Article 7. Conditional uses shall be subject to the specific standards contained herein, in addition to other applicable standards provided in this Ordinance. Special exception uses shall likewise be subject to the specific standards provided in this Ordinance. When reviewing an application to permit a use by special exception, the reviewing authority shall also consider the criteria provided herein in addition to other criteria provided in this Ordinance.

Sec. 8:1 – Design Standards for Residential Housing Developments.

***

Sec. 8:2 – Cluster and Open Space Developments.

***

~~Sec. 8:3 – Group Development.~~

~~Group Development is allowed in the RM-1 district subject to the district regulations and the following requirements:~~

~~A. A legal description of the proposed boundaries.~~

~~B. A site plan showing number of dwelling units of various types and overall density thereof.~~

~~C. Location of all curb cuts and points of egress and ingress and all sidewalks and dimensions thereof.~~

~~D. The density of land use proposed for every part of the site and number of acres devoted to nonresidential uses if any.~~

~~E. Location and size of any existing or proposed roads within the acreage.~~

~~F. Description of open space, uses, areas proposed, and adequacy thereof to serve anticipated demand and if dedication of open spaces proposed, procedures and conditions thereof in detail.~~

G. The location of all parking.

H. A complete landscaping plan.

I. Plans showing complete drainage of entire site.

J. A prospective sketch indicating color and materials of all structures, and screening.

K. A copy of covenants, grants, easements, or other restrictions proposed to be imposed upon the use of land, buildings, and structures including proposed easements for grants and public utilities.

L. Other information or descriptions as deemed reasonably appropriate by the Zoning Administrator.

8:3.1 Roads.

All roads or drives within the Group Development shall be no less than twenty-four (24) feet in width with extruded curbs and gutters and four (4) inches of rock base or three (3) inches of hot laid asphaltic binder covered by one and one-half (1½) inches of hot laid asphalt. If the roads are to be conveyed to the City of Mauldin, a fifty-foot right-of-way shall be provided and all County Subdivision Regulations shall be met.

8:3.2 Size.

The minimum lot area required for Group Development in the RM-1 district is two (2) acres. The principal use of the RM-1 district is residential, thus nonresidential uses, parking, and other related activities shall occupy no more than forty (40) percent of the total development.

8:3.3 Yard Requirement.

No structures shall be constructed closer than fifteen (15) feet to an exterior property line and no structure shall be constructed closer than thirty-five (35) feet to a public right-of-way.

8:3.4 Off-Street Parking.

Off-street parking shall be provided in accordance with the provisions set forth in Section 6:1.

8:3.5 Street Lights.

Adequate street lighting shall be provided in all Group Developments.

8:3.6 Height.

~~No building shall exceed thirty-five (35) feet in height.~~

~~Sec. 8:4 – Provisions for Group Development in the S-1 District.~~

~~Group Development is allowed in the S-1 district as a Use Permitted.~~

~~**Site Plan Requirements.**~~

~~A minimum of three (3) copies of the Site Plan meeting the requirements of this section must be submitted to the office of the Zoning Administrator. In order to issue proper and expeditious review, the site plan must meet the following criteria:~~

~~A. The site plan must be drawn to a scale of not less than one hundred (100) feet to one (1) inch by a registered engineer/surveyor of the State of South Carolina.~~

~~B. A vicinity map, title block, scale, north arrow, site size, and property lines survey.~~

~~C. The location of any utility easements.~~

~~D. The land use for every part of the site and the number of acres devoted to each use.~~

~~E. The site's traffic circulation plan, including the location of curb cuts and points of ingress and egress, and also including the location and width of all streets, drives, medians, service areas, dumpster pads, entrances to parking areas, etc.~~

~~F. The site's parking plan, including all off-street parking, loading/unloading areas and structures, and also including all parking spaces and their dimensions.~~

~~G. The site's lighting plan, including the location, height, and type of all exterior light fixtures.~~

~~H. Elevations of proposed development.~~

~~8:4.1 Off-Street Parking.~~

~~Off-street parking shall be provided in accordance with the provisions set forth in Section 6:1.~~

Sec. 8:3 – Attached Single Family Attached Dwelling. [formerly Sec. 10:7]

Attached single-family dwellings are subject to the following standards:

1. *Minimum size.* The minimum area for an attached single-family housing development shall be two contiguous acres.

2. *Minimum perimeter setback.* The development shall maintain a minimum building setback of 25 feet along all external property lines.

3. *Number of attached units.* The maximum number of units that may be attached is four dwelling units, except in the R-M district. In the R-M district, the maximum number of units that may be attached is six dwelling units.

4. *Access.* Access to and from homes within the development shall be restricted to streets which are internal to the development.

5. *Street design.* All streets within the development shall be designed, constructed, and maintained in accordance with City standards.

6. *Sidewalk design.* Five-foot-wide sidewalks shall be provided along all street frontages, existing and proposed. All sidewalks shall be constructed in accordance with City standards.

7. *Varied façade.* The façade and the roof shall be varied by such features as projections, porches, bay windows, dormers, and by staggering the front walls at the front building line.

8. *Entry design.* Each dwelling unit shall have its own ground-floor entrance that faces an adjacent street or common open space.

9. *Driveway design.* Driveways shall maintain a minimum length of 20 feet measured from the closest edge of the sidewalk. The driveway of each dwelling unit shall at a minimum be separated by a 3-foot-wide grass or landscaped strip beginning at the closest edge of the sidewalk.

10. *Open space.* A minimum of 15 percent of the development area shall be used for common open space. Land dedicated as open space shall be of meaningful proportions and dimensions. The open space shall be contiguous to the extent practicable and accessible from a public or private street either directly or via an easement of at least 10 feet in width. The open space shall consist of the following:

    a) At least 35 percent of the required open space must constitute developable land as defined in Section 3:3, Definitions, of this ordinance.

    b) Not more than 50 percent of the required open space shall consist of active recreation facilities (e.g., playgrounds, ball fields, swimming pools, clubhouses, and similar uses).

    c) With the exception of walking paths and trails, no more than 50 percent of the required open space shall consist of impervious surfaces.

    d) Recreational lakes or ponds used for stormwater management may be included in the land designated as open space. However, fence ponds and detention or retention areas used for stormwater management shall not be included in the calculation of required open space.

11. *Subdivision.* Lots that are used for attached single-family residential dwellings may be subdivided through the common wall into separate fee simple lots for each dwelling unit provided that each lot meets the minimum dimensional standards of the underlying zoning district. No side yard setback is required along any property line which is located along a common wall.

12. *Separate utility services.* Each lot shall have separate utility meters and service lines.

Sec. 8:4 – Manufactured Home.

Manufactured homes are subject to the following standards:

1. *Location*. All manufactured homes shall be located within an approved manufactured housing park.

2. *Orientation.* All manufactured homes in a manufactured housing park shall be oriented with the front door of the home facing the street.

3. *Minimum setbacks.* Each manufactured home shall meet the minimum setback requirements for detached single-family housing in the underlying zoning district.

4. *Certification*. Each manufactured home shall have documentation certifying that it has been constructed in compliance with Federal Manufactured Housing Construction and Safety Standards.

5. *Removal of mobile equipment.* All towing devices, wheels, axles, and hitches shall be removed.

6. *Skirting.* Each home shall be completely skirted.

7. *Roof design.* The main roof of each home shall have a minimum pitch of not less than one foot of rise for each four feet of horizontal run.

8. *Entry design.* A permanent landing and steps with handrails shall be installed at each exterior doorway.

9. *Utilities*. Each home shall be connected to a public water supply and a public sewage disposal system.

Sec. 8:5 – Manufactured Housing Park. [formerly Sec. 7:2]

Manufactured housing parks are subject to the following standards:

1. *Minimum park size.* The minimum area for a manufactured housing park shall be 3 contiguous acres.

2. *Minimum plot size.* Each manufactured housing plot shall meet the minimum lot size and frontage requirements for detached single-family housing in the underlying zoning district.

3. *Minimum setbacks.* The park shall maintain a minimum building setback of 50 feet from any existing street right-of-way line and 25 feet along all other external property lines.

4. *Access.* Access to and from homes within the park shall be restricted to streets which are internal to the park.

5. *Street design.* All streets within the park shall be designed, constructed, and maintained in accordance with City standards.

6. *Sidewalk design.* Sidewalks shall be installed within the park to provide pedestrian access to facilities and amenities such as parking areas, mailboxes, laundry facilities, trash disposal areas, and recreation areas. All sidewalks shall be constructed in accordance with City standards.

7. *Open space.* Common open space areas shall be provided at a rate of 200 square feet per dwelling unit. Qualifying areas may include, but are not limited to, natural undisturbed areas, landscaped areas, ponds and lakes, buffer areas, and ancillary recreational amenities such as swimming pools, tennis courts, and golf courses. At least 50 percent of the common open space shall be accessible for active or passive recreation.

8. *Residential screening.* When abutting a residential use, a 20-foot wide landscape buffer shall be provided along the property line. The landscape buffer shall consist of a mix of evergreen trees and shrubs that will provide a solid visual screen at least 6 feet in height.

9. The following criteria shall be considered when reviewing a special exception request for a manufactured housing park:

    a) *Compatibility.* The compatibility of the site design and orientation of the park in relation to the surrounding community.

    b) *Architectural design.* The compatibility of the architectural design of the homes and other park structures in relation to the surrounding community.

    c) *Landscape design.* The extent to which the landscaping and structural buffer elements may be necessary above and beyond the minimum requirements to protect the character of the surrounding community.

    d) *Open space design.* The extent to which the park will provide sufficient open space and recreational facilities to meet the needs of its residents.

e) *Adequate waste disposal.* The extent to which the park will provide adequate and appropriate facilities for waste disposal.

f) *Hazard mitigation.* The extent to which hazardous conditions such as flooding, poor soil conditions, and poor drainage will be mitigated.

g) *Adequate lighting.* The adequacy of illumination that will be provided on all streets and sidewalks to ensure the safety of pedestrians and motorists at night.

h) *Pest control.* The measures that will be taken to control against rodent harborage and breeding places for flies, mosquitoes, and other pests.

Sec. 8:6 – Residential Accessory Uses and Structures. [formerly Sec. 10:2]

This section provides standards pertaining to the establishment of accessory uses and structures that are incidental and customarily subordinate to residences. All accessory uses and structures shall comply with the standards set forth herein.

The *Table of Allowed Uses* established in Article 7 of this Ordinance lists the types of accessory uses, structures, and activities that are allowed in each of the zoning districts. The Business and Development Services Director may evaluate proposed accessory uses, structures, and activities that are not specifically identified to determine if that use, structure, or activity can reasonably be interpreted to fit into a use category where similar uses, structures, or activities are described. In making an interpretation, the Business and Development Services Director shall apply the rules for interpretation established in Article 7. In addition, the Business and Development Services Director shall also consider if the proposed use, structure, or activity will pose any potential adverse effects to surrounding properties and whether the use, structure, or activity is consistent with the definition and general standards for an accessory use or structure. If the Business and Development Services Director determines that a proposed use is similar to a listed use, the proposed use shall comply with the standards for that listed use.

8:6.1 General Standards.

All accessory uses and structures shall meet the following standards:

1. *Relation to residence.* Accessory uses and structures shall directly serve the residence and shall be located on the same site as the residence.

2. *Subordinate.* Accessory uses and structures shall be subordinate in area, height, extent, and purpose to the residence. The maximum floor area of all enclosed accessory structures on the subject property shall not exceed 50 percent of the total gross floor area of the residence on the same property.

3. *Ownership.* Accessory uses and structures shall be owned and used by the same owner of the residence.

4. *Location.* Unless otherwise indicated herein, accessory uses and structures shall not be located closer to the street right-of-way than the front façade of the residence on the subject property as well as the front façade of the residence on an adjacent property.

5. *Setbacks.* Except for fences and freestanding walls, accessory structures shall be setback at least five feet from all adjacent property lines.

8:6.2 Accessory Dwelling. [formerly Sec. 10:1]

1. *Qualifying residence.* An accessory dwelling shall only be permitted at detached single-family properties that are owner occupied.

2. *Type of structure.* An accessory dwelling may be within an existing single-family dwelling, attached to the single-family dwelling, or provided as a detached accessory structure located in the rear yard.

3. *Number of dwellings.* No more than one accessory dwelling unit shall be permitted at a single-family property.

4. *Driveway design.* Unless the accessory dwelling is accessed from a rear alley, no additional driveways shall be permitted to serve the accessory dwelling separate from the existing driveway(s) that serve the principal residence.

5. *Effect on density.* Accessory dwellings shall not be considered as an additional dwelling unit for the purpose of determining minimum lot size or maximum density.

6. *Maximum size.* The gross floor area of the accessory dwelling housed within or attached to an existing residence shall not exceed 500 square feet or 25 percent of the gross floor area of the principal residence, whichever is greater. When provided as a detached accessory structure, the gross floor area of the accessory dwelling shall not exceed 50 percent of the gross floor area of the principal residence on the property.

7. *Ownership.* Accessory dwellings shall not be sold apart from the principal residence upon the same property.

8. *Short-term rental.* Accessory dwellings shall not be leased or rented for tenancies of less than 30 calendar days.

8:6.3 Equine Stable. [formerly Sec. 7:5]

1. *Operation.* Stables shall be used only for boarding horses and/or ponies owned by residents who dwell on-site.

2. *Minimum lot size.* The property shall have a minimum area of one acre.

3. *Number of horses.* Not more than one horse or pony shall be permitted for each one-half-acre of lot area.

4. *Setbacks.* The stable shall be setback at least 50 feet from each property line.

8:6.4 Fence or Wall. [formerly Sec. 5:1.3]

1. *Side or rear yard placement.* Freestanding fences or walls shall be allowed within the minimum side and rear yard setbacks up to the property line provided the fence does not exceed a height of 8 feet above grade. The portion of the fence that exceeds a height of 6 feet shall be non-opaque in design. A fence that runs along the side property line may encroach into the front yard setback provided that the fence is no closer than 10 feet to the street right-of-way line.

2. *Front yard placement.* Freestanding fences or walls shall be allowed within the front yard provided the fence does not exceed a height of 4 feet above grade and the fence is decorative or ornamental in nature such as a picket fence or wrought iron fence. Wood privacy fences and chain link fences shall be prohibited in the front yard.

3. *Double frontage and corner lots.* Freestanding fences or walls may be allowed along the secondary frontage of double frontage lots and corners lots provided that the following standards are met:

    a) The secondary frontage shall be absent of any driveways or other vehicular access.

    b) The fence or wall shall not obstruct the visibility at street intersections and shall comply with the site visibility requirements provided in Article 3 of this Ordinance.

    c) The finished side of the fence must face the street.

    d) If the fence or wall exceeds a height of 6 feet, at least one evergreen tree at least 6 feet high at the time of planting shall be planted every 8 feet on center along the street side of the fence or wall.

4. *Prohibited materials.* Barbed wire, razor wire, and similar material shall be prohibited.

5. *Building permit required.* Any freestanding fence or wall that exceeds a height of 7 feet shall require the issuance of building permit and shall provide plans with footings designed and sealed by a South Carolina licensed engineer.

8:6.5 Home Occupation. [formerly Sec. 10:11]

1. *Intent.* The City of Mauldin recognizes the desire and/or need of some citizens to use their residence for business activities. Such arrangements represent an

additional economic resource for stimulating the growth of small businesses while also conveying the potential to reduce the number of home-to-work vehicular trips on local roadways. The City additionally recognizes the need to protect surrounding areas from adverse impacts the home business activities may cause.

2. *Use of residence.* A home occupation must be conducted entirely within the residence and shall be clearly incidental and secondary to the residential use of the dwelling. The area of the dwelling that may be used exclusively for the home occupation, including storage, shall not exceed 25 percent of the gross floor area of the dwelling or 600 square feet, whichever is less. (This standard shall not be eligible for a variance.)

3. *Number of home occupations.* Not more than one home occupation shall be operated at the same dwelling, except where the Business and Development Services Director determines that the additional home occupation will not generate any additional traffic to the premises.

4. *Permitted home-based businesses.* The following businesses may be permitted as a home occupation provided that the business complies with the provisions of this section.

    a) Offices for such professionals as, but not limited to, architects, brokers, counselors, clergy, dentists, doctors, draftpersons and cartographers, engineers, insurance agents, lawyers, real estate agents, accountants, editors, publishers, journalists, psychologists, contract management, graphic design, landscape design, surveyors, cleaning services, salespersons and manufacturer's representatives, and travel agents.

    b) Personal services, including barbers, beauticians, hair stylists, manicurists and pedicurists, pet groomers, caterers, and chauffeurs.

    c) Instructional services, including music, dance, art and craft classes, and tutoring.

    d) Babysitting services and day care homes (subject to the separate standards for day care homes provided in this Ordinance).

    e) Studios for artists, sculptors, musicians, photographers, and authors.

    f) Workrooms for tailors, dressmakers, milliners, and craft persons, including weaving, lapidary, jewelry making, cabinetry, and woodworking.

    g) Repair services, including watch and clocks, small appliances, computers, and electronic devices.

    This list is not entirely inclusive. The Business and Development Services Director shall determine whether an unlisted business is similar to a permitted business listed herein.

5. *Prohibited home-based businesses.* The following businesses shall be strictly prohibited as a home occupation.

    a) Body piercing service.
    b) Escort service.
    c) Lodging/rooming and boarding house (unless expressly permitted in this Ordinance).
    d) Machine shop or metal working.
    e) Motor vehicle repair or service, including body repair.
    f) Restaurant, club, or drinking establishment.
    g) Sexually oriented business.
    h) Small engine repair or service.
    i) Tattoo service.
    j) Undertaking or funeral parlor.
    k) Veterinary clinic or kennel.

6. *Operational standards.* The standards shall not be eligible for a variance.

    a) No more than three patrons, clients, patients, or pupils may be on the premises at any one time with the exception of day care.

    b) The person operating the home occupation must permanently reside at the dwelling. No more than one non-resident employee shall be on the premises at any one time.

    c) Delivery vehicles used to deliver goods to the home occupation are limited to passenger vehicles, mail carriers, delivery vans and express carriers such as UPS, FedEx, and Amazon.

    d) No more than two commercial or business vehicles, including trailers, shall be parked or stored on the premises at any time.

    e) The home occupation shall not generate any parking or traffic congestion. Any demand for parking that the Business and Development Services Director determines cannot be accommodated in the driveway at the premises in addition to the parking for the residents of the dwelling shall constitute parking congestion.

    f) A home occupation shall not create any disturbing or offensive noise, vibration, smoke, dust, odor, fumes, heat, glare, unhealthy or unsightly condition.

    g) There shall be no material change in the outside appearance of the dwelling or other visible evidence of the conduct of the home occupation except as expressly permitted herein.

h) Outdoor displays or outdoor storage of any kind related to the home occupation is strictly prohibited.

i) No merchandise, commodities or goods of any kind shall be sold or traded in person on the premises, except for incidental products related directly to services performed (i.e., beautician who sells hair products, sale of home baked goods and candies as covered under S.C. Statute §44-1-143, know as the South Carolina Cottage Food Law). The sale of goods where all transactions occur exclusively "on-line" or off-premise shall be exempt from this standard.

8:6.6 Outdoor Recreational Structures.

1. *Lighting.* Any lighting associated with outdoor recreational structures such as game courts and swimming pools shall be shielded from adjacent properties.

2. *Swimming pools and hot tubs.* All non-portable swimming pools and hot tubs having a depth greater than 24 inches shall be enclosed by a fence, wall, or combination thereof not less than 4 feet high in compliance with the International Swimming Pool and Spa Code. All gates or door openings into the enclosure shall be equipped with self-latching devices in compliance with the International Swimming Pool and Spa Code and shall be securely locked at all times when the enclosed area is not in use. In lieu of fencing, hot tubs and spas may have a lockable cover consistent with the requirements of the International Swimming Pool and Spa Code. Such cover shall be locked when the hot tub or spa is not in use

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Section 7 Amendment. Amend Article 10, Conditional Uses, by renaming this Article as "Nonresidential Use Standards," displacing some existing sections, renumbering other existing sections, and adding new sections, including some that were formerly provided in Article 7, as follows (*language that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language is not ~~struck through~~ or underlined is not to be changed, and *** represents sections of the Zoning Ordinance that have been skipped and remain unchanged*):

ARTICLE 10. – ~~CONDITIONAL USES~~ NONRESIDENTIAL USE STANDARDS

~~Conditional uses are uses that are generally compatible with the other uses that are permitted in a particular zoning district but require a closer evaluation on the location, characteristics, configuration, and intensity of the use. The following standards and criteria are over and above those set forth elsewhere in this Ordinance; and are imposed herein on all such conditional uses, listed below to enhance land use compatibility.~~

The provisions of this article generally apply to conditional or special exception uses as set forth in the *Table of Allowed Uses* provided in Article 7. Conditional uses shall be subject to the specific standards contained herein, in addition to other applicable standards provided in this Ordinance. Special exception uses shall likewise be subject to the specific standards contained herein and other applicable standards provided in this Ordinance. When reviewing an application to permit a use by special exception, the reviewing authority shall also consider the criteria provided herein in addition to other criteria provided in this Ordinance.

~~Sec. 10:1 Accessory Apartment: R-10, R-8, and R-6, RM-1, RM Districts.~~

1. ~~An accessory apartment may be attached, within an existing single-family dwelling, or housed in an approved accessory structure that is located in the rear yard and is not located closer than five (5) feet of an adjacent or neighboring property line.~~

2. ~~An accessory apartment shall only be permitted on a lot that is owner occupied and contains a detached single family dwelling unit.~~

3. ~~No more than one (1) accessory dwelling unit shall be permitted on a single deeded lot in conjunction with the principal dwelling unit.~~

4. ~~The accessory dwelling unit shall not be served by a driveway separate from that serving the principal dwelling unless the accessory dwelling is accessed from a rear alley and the principal dwelling is accessed from a street.~~

5. ~~Accessory apartments shall not be considered as an additional dwelling unit for the purpose of determining minimum lot size or maximum density.~~

6. ~~The gross floor area of the accessory apartment housed within an existing single-family dwelling shall not exceed five hundred (500) square feet or contain no more than twenty-five (25) percent of the gross floor area of the principal single-family dwelling, whichever is greater. When housed within an accessory structure, the~~

~~size of an accessory apartment shall not exceed fifty (50) percent of the gross floor area of a principal dwelling unit on the property (for example, establishment of a five hundred (500) square foot accessory apartment would require the principal dwelling unit to be at least one thousand (1,000) square feet in size.)~~

~~7. Accessory dwelling units shall not be sold apart from the principal dwelling unit upon the same lot where it is located.~~

~~8. Accessory dwelling units shall not be leased or rented for tenancies of less than thirty (30) calendar days or leased to more than eleven (11) different individuals in any calendar year.~~

~~9. Home Occupations shall be prohibited from operating within an accessory dwelling unit.~~

Sec. 10:1 – Bed and Breakfast Inn.

Bed and breakfast inns are subject to the following standards:

1. *Primary residence.* The inn operator shall be the property owner of the subject property. The home at the subject property shall be the primary residence of the inn operator.

2. *Single-family character.* The inn shall maintain a single-family residential appearance.

3. *Property size.* The inn shall be located on a single tract at least ½ acre in size.

4. *Parking.* Surface parking areas, excluding driveways, shall not be located between the front façade of the building and the adjacent street.

5. *Residential screening.* Screening shall be provided between adjacent residences and parking areas or any outdoor eating areas.

6. *Guest registry.* The inn operator shall maintain a guest register including the name(s), home address(es), telephone number(s), and date(s) of occupancy of all guests for a period of 2 years for inspection and copying by the City of Mauldin, as needed.

7. *Meals.* Meals shall only be served to registered guests.

8. *Retail sales.* Retail sales shall be limited to postcards, shirts, and other small gift items for purchase by registered guests.

9. *Cooking implements.* Cooking implements, including stoves, grills, or ovens, shall not be provided in individual guest rooms.

~~Sec. 10:2 – Accessory Structures: All Residential Districts.~~

1. ~~Location: Accessory Structures (except for detached garages) shall only be located in a side or rear yard and shall not be located to project beyond the front building line of the principal structure.~~

2. ~~Setback: Except for fences, and/or walls erected on a property line, accessory structures shall be setback a minimum of five (5) feet from all adjacent and/or neighboring property line.~~

3. ~~Detached Garages/Carports: Detached garages shall only be permitted in front of the principal structure if the garage/carport is not located within the front setback; and the structure is located and/or designed so that it is clearly subordinate to the principal structure in terms of scale. A garage accessed from an alley shall have a minimum rear setback of at least twenty (20) feet from the rear property line.~~

4. ~~Size: The maximum floor area of all residential accessory structures contained on a site shall not exceed fifty (50) percent of the total gross floor area of the principal structure.~~

5. ~~Height: Accessory structures located in a residential district shall comply with the height standards set forth for the district, and in no case shall exceed the height of the principal structure.~~

6. ~~Common Facilities: Accessory structures providing common facilities for residential developments (clubhouse, pool house, etc.) shall not be subject to the gross floor area limitations or location requirements set forth in this subsection.~~

7. ~~Non-residential: Accessory structures for non-residential uses that are permitted in a residential zoning district shall not encroach into any required setback and shall be screened from the view of adjacent residential uses with a fifteen-foot landscape buffer that shall consist of a mix of evergreen trees and shrubs that will be provide a year round visual screen.~~

Sec. 10:~~13~~2 – Multi-Family Dwellings: ~~C-1, C-2, and S-1~~ Nonresidential Districts.

This section establishes design standards for multi-family dwellings in ~~the C-1, C-2, and S-1~~ nonresidential zoning districts. These standards are not intended to restrict imagination, innovation, or variety, but rather to assist in focusing design principles, which can result in creative solutions that will facilitate mixed-use development opportunities, develop a satisfactory visual appearance, preserve taxable values, and promote the public health, safety, and general welfare. These standards are supplemental to other regulations which would otherwise apply.

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Sec. 10:~~14~~3 – Short-Term Rentals~~—All residential districts~~.

10:~~14~~3.1 Purpose and Findings.

***

10:~~14~~3.2 General Standards.

***

10:~~14~~3.3 Permits, Licenses, and Other Tax Requirements.

***

10:~~14~~3.4 Short-term Rental Agent.

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~~Sec. 10:7 Dwelling, Single Family Attached Housing: R-10, R-8 and R-6 and RM-1, RM Districts.~~

~~a) Single Family, Attached housing developments shall be subject to the following development standards based on the zoning district in which the development is proposed:~~

~~10:7.1: Development Standards Table, Attached Housing.~~

~~TABLE: 10:7.1: DEVELOPMENT STANDARDS~~ ~~Attached Single Family Housing Developments~~				
~~Zoning District~~	~~Minimum Tract Area~~	~~Density: # units/acre~~	~~Maximum # of units/Structure~~	~~Maximum Height (FT)~~
~~R-10~~	~~2 Acres~~	~~4.4/acre~~	~~4~~	~~35~~
~~R-8~~	~~2 Acres~~	~~5.4/acre~~	~~4~~	~~35~~
~~R-6~~	~~2 Acres~~	~~7.3/acre~~	~~4~~	~~35~~
~~RM-1~~		~~12/acre~~	~~6~~	~~45~~
~~RM~~		~~16/acre~~	~~6~~	~~45~~

~~b) Setbacks. Perimeter: No structure shall be erected within twenty-five (25) feet of the developments external lot line. Internal: Buildings shall be setback a minimum of twenty (20) feet from all internal public and/or private streets.~~

~~c) Lot Width. Minimum lot width per unit shall be twenty (20) feet in a townhome development for interior units. End units must maintain a required thirty-foot lot width.~~

~~d) Street Design. All new streets, alleys and other infrastructure improvements shall be constructed in accordance with the Mauldin Land Development Ordinance. The Mauldin City Public Works Director and City Fire Marshall shall have the authority~~

to consider alternative street designs and/or require additional measures to ensure public safety and/or address road maintenance concerns.

e) Sidewalks. Five-foot sidewalks shall be required along all existing and proposed internal streets, and also along the primary street frontage(s) of the development.

f) Landscaping. Shall be provided in accordance with Section 6:2, Landscape and Design Standards.

g) Parking. Shall be provided in accordance with Section 6:1, Parking Standards.

h) Open Space Provisions. A minimum of fifteen (15) percent of the development area shall be used for common open space. Land dedicated as open space shall be of meaningful proportions and dimensions.

1) The open space shall be contiguous to the extent practicable and shall be accessible from a public or private street either directly or via an easement of at least ten (10) feet in width.

2) A minimum of thirty-five (35) percent of the total open space must be considered developable acreage (land), as defined in Section 3:3, Definitions.

3) No more than fifty (50) percent of the land dedicated to meeting the overall open space requirement may be used for active recreation facilities (e.g.: playgrounds, ball fields, community swimming pool(s), clubhouse(s), and similar uses).

4) With exception to walking paths, trails, and/or greenways, at least fifty (50) percent of land designated to meeting the open space requirement shall remain impervious.

5) Recreational lakes or ponds used for stormwater management may be included in the land designated as open space. However, fenced detention or retention areas used for stormwater management shall not be included in the calculation of required open space.

i) Management, Dedication and Maintenance of Common Open Space Ownership.

a) The owner and developer or subdivider shall select the land area dedicated for open space purposes and type of ownership. The type of ownership may include, but is not necessarily limited to, the following:

1. The City, subject to acceptance by the governing body;

2. Other public jurisdictions or agencies, subject to their acceptance;

3. Non-profit or quasi-public organizations committed to the protection and conservation of open space, subject to their acceptance;

4. Homeowner or cooperative associations or organizations; or

5. Shared, undivided interest by all property owners within the subdivision.

b) All common open space, any common areas or common facilities within the cluster residential development shall be permanently protected by recorded covenants and restrictions and shall be conveyed by the property owner(s) to a homeowners association or other legal entity under the laws of the State of South Carolina.

c) Maintenance of Open Space: The person(s) or entity identified above, as having the right to ownership or control over open space, shall be responsible for its continuing upkeep and proper maintenance.

j) Riparian Buffers. Riparian buffers shall be provided along all classes of streams in accordance with the Greenville County Soil and Water Conservation Commission Stormwater Management Design Manual.

k) A preliminary plat and site development plans shall be submitted to the Mauldin Business and Development Services office to schedule a review and approval by the Mauldin Planning Commission.

l) A pre-application meeting with the Business and Development Services office shall be required prior to submittal of development plans.

Sec. 10:8 – Dwellings, Cluster: Traditional Urban Neighborhood Housing: R-10, R-8, R-6, RM-1 and RM Districts.

[Repeal section 10:8 in its entirety]

Sec. 10:9 – Dwellings, Two-Family (Duplex): R-10, R-8, R-6, RM-1.

[Repeal section 10:9 in its entirety]

Sec. 10:10 – Dwellings, Triplex and Quadraplex Structures: RM-1 District.

[Repeal section 10:10 in its entirety]

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Sec. 10:5 – 10:9 [Reserved].

Sec. 10:~~3~~10 – Adult Day Care Center~~ – RM-1, and RM residential districts; all Commercial Districts (excluding I-1 District)~~. [formerly Sec. 10:3]

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~~Sec. 10:11 – Home Occupation – All residential districts.~~

1. ~~A home occupation shall be located within the single family detached dwelling or an approved accessory structure. Home occupations shall not be permitted to operate from an accessory apartment dwelling unit. (This standard shall not be eligible for a variance.)~~

2. ~~Unless otherwise provided under a separate provision, a home occupation shall be limited to twenty-five (25) percent of the gross floor area of the principal structure or six hundred (600) square feet, whichever is less. (This standard shall not be eligible for a variance.)~~

3. ~~Home occupations shall be operated by a resident of the dwelling; however, one (1) non-resident employee shall be permitted as part of the home occupation. The employee's position shall be listed on the business license application, as well as the occupant certifying compliance.~~

4. ~~The Home Occupation shall cause no change in the external appearance of the existing dwelling and structure on the property.~~

5. ~~The home occupation shall not involve the retail sale of merchandise except for products related directly to services performed (i.e. beautician who sells hair products, sales of home baked goods and candies as covered under Section 44-1-143, known as the South Carolina Cottage Food Law). Sales of goods where all transactions occur exclusively "on-line" shall be exempt from this standard. (This standard shall not be eligible for a variance.)~~

6. ~~The property shall not contain any outdoor displays or storage of goods, equipment or services that are associated with the home occupation. (This standard shall not be eligible for a variance.)~~

7. ~~The home occupation shall not be a nuisance or cause any undue disturbance in the neighborhood (e.g. excessive deliveries UPS, Fed Ex). No equipment or process shall be used in connection with the home occupation that creates noise, vibrations, glare, fumes, odors, or electrical interference off-premises. (This standard shall not be eligible for a variance.)~~

8. ~~A home occupation shall be allowed one (1) nonilluminated attached sign not to exceed two (2) square feet in sign face area. The sign shall be mounted flat against the wall of the principal building in which the occupation is conducted.~~

9. ~~Only two (2) vehicles shall be permitted and used in connection with the home occupation; vehicles shall be parked or stored on premises. In addition, vehicles~~

~~that display advertising associated with the home occupation shall be parked in an enclosed garage or screened so it is not visible to adjacent and/or neighboring properties outside of normal business hours.~~

~~10. Off street parking shall be provided in accordance with the provisions set forth in Section 6:1, Parking Standards of this Article.~~

~~11. The number of patrons and vehicles of the home occupation shall be limited to three (3) at any one (1) time.~~

~~12. The following occupations and/or businesses and/or similar and like uses (as determined by the Zoning Administrator) shall not be permitted as a Home Occupation. (This standard shall not be eligible for a variance.)~~

~~Automotive Service and/or Repair.~~
~~Body repair shops.~~
~~Landscaping Business (other than office use).~~
~~Commercial Greenhouse.~~
~~Contractor's Business (other than office use).~~
~~Furniture Repair and Cabinet Shop.~~
~~Physician's and/or Chiropractor's Clinic.~~

***

Sec. 10:~~5~~11 – Child Day Care Center~~: RM-1 and RM Residential Districts; all Commercial Districts (excluding I-1 district)~~. [formerly Sec. 10:5]

***

Sec. 10:~~4~~12 – Adult Day Care Home~~—All residential districts~~. [formerly Sec. 10:4]

***

Sec. 10:~~6~~13 – Child Day Care Home~~—All residential districts~~. [formerly Sec. 10:6]

***

Sec. 10:14 – Residential Care Facility. [formerly Sec. 7:13]

A residential care facility is subject to the following standards:

1. *Minimum lot size.* The minimum lot area for a Residential Care Facility shall be 30,000 square feet.

2. *Minimum setbacks.* The minimum building setback requirements shall be the same as for a single-family home in the underlying zoning district.

3. *Building design.* The site layout, orientation of the facility, roof design, and façade design shall be consistent with the residential design of the surrounding neighborhood.

4. *Location.* The Residential Care Facility shall not be located closer than 1,000 feet, measured lot line to lot line, from the nearest Residential Care Facility.

5. *Parking.* In addition to the parking standards provided in Article 6, surface parking areas, excluding driveways, shall not be located between the front face of the building and the adjacent street.

6. *Screening.* A minimum 15-foot-wide landscape buffer consisting of a mix of evergreen trees and shrubs forming a year-round screen shall be provided along any property line that is adjacent to a residential district or residential use.

7. *Open space.* A minimum of 500 square feet of open space shall be provided on the property.

Sec. 10:15 – Library.

The following criteria shall be considered when reviewing a special exception request for a library:

1. The compatibility of the scale, form, and design of the facility, including off-street parking, with regard to the character of the surrounding neighborhood.

2. The availability and capacity of the surrounding infrastructure to support the ultimate size of the facility.

3. The extent to which the use may pose a direct threat to the health and safety of the neighborhood.

Sec. 10:~~12~~16 – ~~Places of Worship~~ Religious Institution~~—All residential districts~~. [formerly Sec. 10:12]

For the purposes of these development standards, ~~Places of Worship~~ Religious Institutions shall be placed in the following categories based upon the number of seats in the sanctuary:

***

Sec. 10:17 – College or University.

The following criteria shall be considered when reviewing a special exception request for a college or university:

1. The compatibility of the scale, form, and design of the facility, including off-street parking, with regard to the character of the surrounding district.

2. The compatibility of the architectural design of the development with respect to the surrounding district.

3. The availability and capacity of the surrounding infrastructure to support the ultimate size of the facility.

4. The adequacy of the illumination that will be provided on all streets, sidewalks, and parking areas to ensure the safety of pedestrians and motorists at night.

5. The extent to which the development will provide sufficient open space and recreational facilities.

6. The extent to which the location and design of any athletic or recreational facilities will minimize the impacts, including noise and light, on any surrounding residential property.

7. The extent to which the use may pose a direct threat to the health and safety of the neighborhood.

Sec. 10:18 – Grade School. [formerly Sec. 7:9]

A grade school, whether public, private, or parochial, is subject to the following standards:

1. *Minimum setbacks.* All structures shall be set back at least 30 feet from each property line.

2. *Maximum occupancy.* The facility shall comply with the maximum occupant load of the current edition of the International Building Code and any other applicable requirements.

3. *Minimum outdoor area.* At least 75 square feet of outdoor recreation area shall be available for each student enrolled. Such area may be located on another parcel provided it is contiguous to the facility and under the same ownership. The outdoor recreational area shall be enclosed by a fence having a minimum height of 4 feet.

4. *Screening.* A wall, fence, continuous hedge, or other permanent year-round foliage, or combination thereof, which provides a solid, opaque, visual barrier at least 6 feet in height shall be provided along any property line that is adjacent to a residential district or residential use.

5. The following criteria shall be considered when reviewing a special exception request for a grade school:

    a) The compatibility of the scale, form, and design of the facility, including off-street parking, with regard to the character of the surrounding neighborhood.

b) The availability and capacity of the surrounding infrastructure to support the ultimate size of the facility.

c) The ability of the drop-off and loading practices of the facility to be entirely managed on-site without causing traffic delays.

d) The extent to which the location and design of any athletic or recreational facilities will minimize the impacts, including noise and light, on any surrounding residential property.

e) The extent to which the use may pose a direct threat to the health and safety of the neighborhood.

Sec. 10:19 – Technical, Trade, or Other Specialty School.

A technical, trade, or other specialty school is subject to the following standards:

1. *Location.* Any such facility shall be located along an arterial or collector street.

2. *Operations.* All instructional activities shall be performed inside a building.

3. *Activities.* Training shall not be permitted in any activity that is not otherwise permitted within the underlying zoning district.

Sec. 10:20 – 10:29 [Reserved].

Sec. 10:30 – Catering Services.

A catering service, when allowed as a conditional use, shall not entail or use more than two vehicles in connection with the operation of the business, including the delivery of food services.

Sec. 10:31 – Fringe Financial Services. [formerly Sec. 7:6]

All fringe financial services including check cashing businesses, payday advance/loan businesses, title loan businesses, debt relief businesses, precious metal dealers, and other similar businesses (excluding retail businesses such as pawnshops or jewelry stores who obtain a precious metal dealer license in the normal course of their retail business) shall comply with the following standards:

1. *Location.* The business shall not be located closer than 3,000 feet, measured lot line to lot line, from the nearest fringe financial service.

2. *Group development/shopping center.* The business shall be located within a group nonresidential development, shopping center, or similar center. The development or center shall have a minimum gross floor area of 30,000 square feet.

3. *Color scheme*. The business shall conform to the color scheme of the development and use neutral colors.

4. *Legal nonconforming businesses.* A fringe financial service that existed and was lawfully constructed, located, and operating by December 15, 2014, and that does not conform to the zoning district and/or separation distance standards adopted herein, shall be deemed a legal nonconforming use and may continue in operation subject to the following provisions:

    a) If a fringe financial service ceases operation at a particular location, a new certificate of occupancy shall not be issued for a new fringe financial service without first complying with all of the requirements of this Ordinance.

    b) The ability to continue a legal nonconforming fringe financial service shall cease and such use shall terminate whenever a certificate of occupancy for a change of owner, occupant, tenant, or business is required.

Sec. 10:32 – Motor Vehicle Sales.

Any establishment which sells or rents motor vehicles is subject to the following standards:

1. *Indoor office.* A fixed indoor sales or rental office must be located on the site of any motor vehicle sales or rental use.

2. *Display spaces.* Vehicles for sale or rent shall be parked in designated display areas/parking spaces as depicted on an approved site plan. Vehicles shall not be parked in any landscaped areas, on top of buildings, in any driveway aisles, or in any location which obstructs visibility for motorists or pedestrians.

3. *Vehicle storage.* Except for vehicles for sale or rent parked in designated display areas, vehicles shall not be stored on site.

Sec. 10:33 – Motor Vehicle Services.

A motor vehicle service, including a gasoline station, automotive repair and maintenance shop, oil change and lubrication shop, and car wash, when allowed as a conditional use, is subject to the following standards:

1. *Separation requirements.* No motor vehicle service shall be located within 3,000 feet of any other motor vehicle service inside or outside the City limits of Mauldin. The required separation distance shall be measured in a straight line from the nearest point on the lot line of the property occupied by a motor vehicle service to the nearest point on the lot line of the subject property.

2. *Existing businesses.* A motor vehicle service that lawfully existed as of May 1, 2021, shall be deemed a legal use and may continue in operation and enjoy all of the rights of any other legal conforming use such as the expansion or transfer of ownership of the business.

3. *Operations.* Except for pumping fuel, all service and repair operations shall be conducted within a fully enclosed building.

4. *Service bay doors.* Service bay doors shall be oriented away from the public right-of-way.

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

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

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

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

3. *Separation from residences.* A bar, brew pub, or drinking place shall not be closer than 300 feet from any residential use in a residential zoning district, as measured from lot line to lot line.

4. *Compliance with state law.* Any such facility shall comply with all applicable State laws, including Chapter 7 of the S.C. Code of Regulations.

Sec. 10:35 – Packaged Alcoholic Beverage Store.

A packaged alcoholic beverage store is subject to the following standards:

1. *Separation from residences.* A packaged alcoholic beverage store shall not be closer than 300 feet from any residential use in a residential zoning district, as measured from lot line to lot line.

2. *Compliance with state law.* Any such business shall comply with all applicable State laws, including Chapter 7 of the S.C. Code of Regulations.

Sec. 10:~~15~~36 – Small Box Variety Store. [formerly Sec. 10:15]

10:~~15~~36.1 Applicability and Purpose

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10:~~15~~36.2 Separation Requirements

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Sec. 10:37 – 10:49 [Reserved].

Sec. 10:50 – Junk/Salvage Yard. [formerly Sec. 7:4]

Junk/salvage yards are subject to the following standards:

1. *Minimum lot size.* The size of the property on which it is located must be at least 2 contiguous acres but not more than 10 acres.

2. *Location.* A junk or salvage yard shall be located at least 1,000 from any residential district, residential use, religious institution, child day care, school, public park, or similar use, as measured from lot line to lot line.

3. *Permanent office.* A permanent indoor office must be located on the site of any junk or salvage yard.

4. *Outdoor storage.* Outdoor storage shall be confined to the side and rear of the site and not closer to the street than the leading edge of the principal structure.

5. *Screening.* Outdoor storage shall be enclosed by a continuous, opaque visual screen and maintained along all property lines. The screen shall have a minimum height of at least 8 feet and shall consist of a solid, opaque fence or wall (finished face on the outside of the fence or wall) and also supplemented with vegetation planted in a five-foot planting strip along the outer face of the fence or wall. One evergreen tree shall be planted every 8 feet, on center, and shall cover a minimum of 50 percent of the face of the fence or wall at the time of planting.

6. *Parking and loading.* All commercial vehicles associated with the use shall be parked in an enclosed or screened area and shall not be visible from adjacent properties or from the street. All loading and unloading activities shall be conducted within the enclosed area.

7. *Hours of operation.* Hours of operation shall be limited to 7:00 a.m. until 7:00 p.m., Monday through Friday.

8. *Site lighting.* Site lighting shall be limited to a maximum height of 16 feet and shall be full cut-off type fixtures. Lighting shall not produce direct glare onto adjacent properties or street rights-of-way.

Sec. 10:51 – Manufacturing.

Manufacturing, when allowed as a conditional use, shall be limited to light industries which in their normal operations would have a minimal effect on adjoining properties. This includes the processing of food and beverage products and the fabrication of cloth, wood, leather, paper, plastic, and metal, provided that no noxious odor, fumes, smoke, dust, or noise is emitted outside the building in which the manufacturing process is conducted.

Sec. 10:52 – 10:59 [Reserved].

Sec. 10:60 – Clubhouse, Country Club or Private Outdoor Recreation Amenity. [formerly Sec. 7:7]

A clubhouse, country club or private outdoor recreation amenity is subject to the following standards:

1. *Minimum lot size.* The size of the property on which it is located shall be at least 2 acres.

2. *Minimum setbacks.* All buildings, game courts, swimming pools, and similar structures shall be set back at least 50 feet from each property line.

3. *Swimming pools and hot tubs.* Any swimming pools or hot tubs shall meet the accessory use standards for swimming pools and hot tubs established in this Ordinance.

4. *Food and entertainment.* The provision of food and entertainment for members and guests may be permitted provided that such activity shall not cause a nuisance in the residential district.

Sec. 10:61 – Stadium or Arena.

The following criteria shall be considered when reviewing a special exception request for a stadium or arena:

1. The compatibility of the scale, form, and design of the facility, including off-street parking, with regard to the character of the surrounding district.

2. The availability and capacity of the surrounding infrastructure to support the establishment.

3. The extent to which the use may pose a direct threat to the health and safety of the neighborhood.

Sec. 10:62 – 10:70 [Reserved].

Sec. 10:71 – Solid Waste Related Service.

A solid-waste related service is subject to the following standards:

1. *Separation requirements.* Any waste-related service shall be located at least 1,000 feet from any residential district, residential use, school, or park, as measured from lot line to lot line.

2. *Indoor office.* A fixed indoor office must be located on the site of any such facility.

3. *Indoor operations.* All activities and storage shall be conducted within a fully enclosed building. Doors shall remain closed during operations and there shall be no outdoor storage.

4. *Public facility allowances.* Publicly owned and/or operated facilities are allowed to collect and sort any non-hazardous waste on-site and outdoors. All outdoor waste or collection bins must be setback a minimum of 50 feet from the property line.

5. *Screening.* The property shall be screened by a wooden fence or masonry wall no less than 8 feet in height.

6. *Concrete pavement.* All areas adjacent to the transfer point, such as the tipping floor, the turning area, and the area supporting the trailer while it is being packed, shall be paved with concrete.

7. *On-site circulation.* Adequate standing and parking facilities shall be provided on the site so that no packers or other collection vehicles at any time stand on a public right-of-way awaiting entrance to the site.

8. *Hazardous substances.* Sewage or hazardous substances in quantities considered to be detrimental to the operation of the transfer facility shall be prohibited.

9. The following criteria shall be considered when reviewing a special exception request for a solid waste related service:

    a) The necessity of the facility for the provision of a beneficial service to the surrounding area.

    b) The threat of danger that the facility may present to public and personal health and safety.

    c) The detriment to neighboring properties or the neighborhood character that may be caused by the visual impact of the facility.

    d) The historic character of the site on which the facility is proposed and the surrounding area.

Sec. 10:72 – Telecommunication Tower. [formerly Sec. 7:14]

A. Purpose and Intent.

The purpose of this Ordinance is to protect the health, safety, welfare, and property values of the citizens of Mauldin from potential adverse effects caused by the proliferation of telecommunication towers. The intent is to minimize hazards from tower failure and falling ice, as well as hazards to low-flying aircraft, and personal injury to unauthorized persons scaling these towers. By maximizing the use of existing telecommunication towers and other suitable structures, the natural beauty of the City of Mauldin can be protected.

B. Standards

1. *Prohibited at single-family properties.* Telecommunication towers shall be prohibited on properties used by single-family residences.

2. *Location.* The telecommunication tower shall not be located closer than 1,500 feet to another tower, as measured from lot line to lot line. Furthermore, a telecommunication tower shall not be located within 200 feet of the right-of-way of any designated scenic highway, nor within 200 feet of a property listed on the National Register of Historic Places except by special exception.

3. *Minimum setbacks.* The telecommunication tower shall meet the building setback requirements of the underlying zoning district. When the telecommunication tower is adjacent to a residential district or residential use, the minimum setback along that property line shall be increased by one foot for each foot the height of the tower exceeds 40 feet. However, in no case shall the minimum setback requirement exceed 200 feet.

4. *Maximum height.* The maximum height of any freestanding tower shall be 200 feet. The maximum height of any tower erected on a building shall be 50 percent of the height of the building or 40 feet above the roofline of the building, whichever is less.

5. *Screening.* A minimum 8-foot-high fence shall be provided around the tower and any associated buildings or equipment. Evergreen trees or shrubs at least 5 feet high at the time of planting shall be installed around the exterior of the fence and shall not be spaced more than 5 feet apart. This requirement may be waived in whole or in part by the Business and Development Services Director when he or she determines that existing vegetation will provide adequate screening or the landscaping requirements are not feasible due to physical constraints on the site. Where the physical constraints or characteristics of the site are such that the landscaping cannot be located as prescribed above, the Business and Development Services Director may require that landscaping be placed in a more feasible location on site which would serve to meet the intent of the landscaping requirements.

6. *Access.* The telecommunication tower shall be accessible by a road or drive at least 20 feet in width.

7. *Color.* Unless otherwise required by the F.C.C. or the F.A.A., the color of the tower shall be a light grey or similar color to blend with the sky.

8. *Signage.* A single sign for the purposes of emergency identification may be permitted. The sign shall not exceed 2 square feet in area and shall be attached to the fence surrounding the tower. Under no circumstances shall any signs for purposes of commercial advertisement be permitted.

9. *NIER certification.* The applicant shall submit a statement prepared by a S.C. registered professional engineer certifying that the NIER (non-ionizing electromagnetic radiation) emitted therefrom shall not result in a ground level exposure outside the facility which exceeds the lowest applicable exposure

standards by any regulatory agency of the U.S. government or the American National Standards Institute. For roof-mounted towers, the statement regarding the NIER certification shall address habitable spaces within the building on which the tower is mounted.

10. *Building code compliance.* Towers and their foundations shall meet the requirements of the International Building Code for winds and seismic loads. The applicant shall submit drawings and calculations prepared and sealed by a S.C. registered professional engineer.

11. *Antenna addition.* The addition of an antenna to an existing tower may be approved by the Business and Development Services Director if the antenna would not add to the tower's height and if certification from a structural engineer registered in South Carolina confirms that the tower structure is adequate to accommodate the antenna. The applicant shall also bring the fencing, landscaping, and access up to the minimum standards if it is deficient.

12. The following criteria shall be considered when reviewing a special exception request for a telecommunication tower:

    a) The extent to which the telecommunication is an ancillary or secondary use of the site.

    b) The proposed number of antennae on the tower.

    c) The integrity of the structure based on the structural analysis submitted by the applicant.

    d) The threat of danger that the tower may present to public and personal health and safety.

    e) The detriment to neighboring properties or the neighborhood character that may be caused by the visual impact of the tower.

    f) The historic character of the site or building on which the tower will be erected.

    g) The necessity of the tower for the provision of a beneficial service.

    h) The availability, or lack thereof, of existing towers or similar structures within the applicant's site search area.

Sec. 10:73 – Utility Building or Facility. [formerly Sec. 7:3]

1. Utility building and facilities, such as sewage lift stations, pump stations, electrical substations, and communication equipment cabinets, shall be enclosed within a building or by a suitable fence or wall providing protection and screening against

light, noise, fumes, and unsightliness. Appropriate landscaping shall be provided along the perimeter of the fence or wall.

2. The following criteria shall be considered when reviewing a special exception request for a major utility building or facility:

    a) *Community need.* The necessity of the utility or facility to provide a beneficial service to the surrounding area.

    b) *Health and safety.* The threat of danger that the utility may present to public and personal health and safety.

    c) *Visual impact.* The detriment to neighboring properties or the neighborhood character that may be caused by the visual impact of the utility.

    d) *Historic character.* The historic character of the site on which the utility will be constructed.

Sec. 10:74 – 10:79 [Reserved].

Sec. 10:80 – Accessory Dwellings at Commercial Establishments.

Accessory dwellings at commercial establishments are subject to the following standards:

1. *Maximum number.* No more than one accessory dwelling unit shall be permitted for each principal use on a property.

2. *Subordinate.* The accessory dwelling unit must be clearly incidental and subordinate to and necessary to the operation of the permitted principal use.

3. *Placement.* Except for appropriate live-work arrangements, accessory dwelling units shall only be permitted on stories above the ground floor within nonresidential buildings.

4. *Shared walls and floors.* Shared walls and floors between residential and nonresidential uses shall be constructed to minimize the transmission of noise and vibration.

Sec. 10:81 – Outdoor Dining.

Outdoor dining areas at commercial establishments are subject to the following standards:

1. *Furniture.* Tables and chairs for outdoor dining areas shall be constructed of heavyweight, high-quality materials like metal or wood. Lightweight materials such as plastic or vinyl which may be blown astray by moderate winds shall be prohibited.

2. *Music.* Exterior sound systems may be permitted to play soft music to assist in masking the clamor of the street noise and add to the ambiance of the dining experience provided the music does not become so loud that it becomes a nuisance to people on adjacent properties or within the right-of-way.

3. *Trash.* Where trash receptacles are used, they shall be frequently emptied and cleaned so that they do not attract pests nor create foul odors.

4. *Extension cords.* Extension cords shall not be used in a manner that might create a tripping hazard.

Sec. 10:82 – Outdoor Storage.

Outdoor storage at commercial and industrial establishments are subject to the following standards:

1. *Description.* Outdoor storage areas include areas in which equipment, unlicensed or inoperable vehicles, materials, supplies, or products not on display, are stored outside for a period exceeding 24 hours.

2. *Location.* Outdoor storage areas shall not be located any closer to the street right-of-way than the front façade of the principal building nor shall such areas be located within any required buffer yard.

3. *Screening.* Outdoor storage areas shall be completely screened from the view of any public or private right(s)-of-way and from any adjacent residential use or residential zoning district. Screening shall be accomplished through the use of evergreen plant materials, fences, walls, or a combination thereof. Fences or walls shall be made of the same or compatible material—with regard to texture, quality, and color—as the principal building. The height of the screening material shall be at least 6 feet, or 12 inches above the items being screened, whichever is greater.

4. *Relation to other standards.* These standards shall not take the place of higher standards that may be in place for particular uses and zoning districts.

5. *Recreational vehicles.* Recreational equipment and recreational vehicles shall not be used for living, sleeping, or housekeeping purposes while parked or stored on nonresidential properties.

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CITY COUNCIL
AGENDA ITEM SUMMARY

MEETING DATE: April 19, 2021
AGENDA ITEM: 8b

TO: City Council
FROM: City Administrator Brandon Madden
SUBJECT: Construction Manager at Risk for Cultural Center

REQUEST

The City Council is requested to consider awarding the bid for the Construction Manager at Risk (CMAR) for Phase II of the Mauldin Cultural Center renovations to Momentum Construction Services, LLC.

HISTORY/BACKGROUND

The City appropriated funding its FY2021 Capital Improvement Program budget for completing Phase II of the renovations to the Mauldin Cultural Center.

ANALYSIS or STAFF FINDINGS

Staff issued a Request for Qualifications (RFQ) from qualified contractors/firms to provide preconstruction and construction services for the Cultural Center (Phase II) renovations on March 11th. The RFQ closed on March 29th. The City received bids from 4 firms. The evaluation committee reviewed and ranked the bids, and subsequently, recommended awarding the bid to Momentum Construction Services, LLC.

FISCAL IMPACT

The fiscal impact for these services is the City appropriated funding its FY2021 Capital Improvement Program budget for completing Phase II of the renovations to the Mauldin Cultural Center.

RECOMMENDATION

It is recommended that Council recommend awarding the bid to Momentum Construction Services, LLC for completing Phase II of the renovations to the Mauldin Cultural Center to City Council.

ATTACHMENTS

RFP
Bids (provided previously)

CITY OF MAULDIN
REQUEST FOR QUALIFICATIONS
(RFQ: 2021-01)

Construction Manager At Risk for Mauldin Cultural Center Phase II

March 11, 2020

CITY OF MAULDIN

5 E. Butler Road, Mauldin, SC 29662

1. Instructions

1.1. Submission of Proposals

To be considered, interested parties should send one electronic (.pdf) version of a fully responsive proposal. All proposals must be received on March 29, 2021 by noon (closing date and time) at which time they will be opened in the upstairs conference room at City Hall. Proposals can be emailed to mputnam@mauldincitysc.com or mailed to the following address:

City of Mauldin
Mark Putnam
5 East Butler Road
PO Box 249
Mauldin, SC 29662
(864) 289-8890

Offerors wishing to make changes to their proposals after submission but prior to noon may do so by submitting the revisions by fax, email or hard copy. It is the Offeror's sole responsibility to ensure the revisions are received by the City prior to the closing date and time. Proposals received after the closing date and time may not be accepted or considered.

Responses to this request for proposals will allow the City to rank the Offerors and enter negotiations with the Offeror whose proposal is deemed most advantageous to the City with price and other factors considered.

2. Introduction

2.1. Purpose

The City is requesting qualifications for a Construction Manager At Risk (CMAR) to provide preconstruction and construction services for the Cultural Center Phase II. This work is described in the scope documents provided. Firms interested in providing the aforementioned services must prepare and submit a proposal in accordance with the Scope of Services in this Request for Qualifications. The City will review proposals only from those firms that include all of the information required to be included as described herein (in the sole judgment of the City).

2.2. Background

The City of Mauldin completed Phase I renovations to the Cultural Center which included upfitting the existing gym into an Auditorium. Phase II will upfit the existing kitchen to serve as a gathering area before and after events in the Auditorium. This work will provide restrooms, a warming kitchen, a bar area, a dedicated ticket area and an outside patio.

3. Scope of Work

3.1. Preconstruction Services

The CMAR will work with the City during to ensure the feasibility and constructability of the renovations to the building. The CMAR will present an initial cost estimate with the response to this proposal which will be updated during design development. The CMAR will work with the City to ensure that the cost of construction of the Project is within the

estimated Construction Budget through the selection of construction systems and materials, detailed CSI format cost estimating, scheduling, and other means.

The CMAR will also develop the project schedule and identify critical path and long lead items. The CMAR will work with Charles Lachanos, AIA to produce the final documents required for construction and permit.

3.2. Bidding Services

The CMAR will serve as General Contractor to complete all work for the project, including any bidding needed for the project. The CMAR will be responsible for coordination of all bids, advertisement and solicitation, bid procurement, selection of sub-consultants or trade contractors as outlined in the City's Purchasing Ordinance, Article VI. - Purchasing. CMAR will also be responsible for issuance of pre-purchase orders for long lead items, if required.

3.3. Construction Services

The CMAR will serve as General Contractor to complete all work for the construction of the Project and all necessary inspections. The scope of Construction services will be determined based on the final Drawings and Specifications but shall include, but not be limited to, all work described in the attached Scope of Work documents.

3.4. Qualifications Being Sought:

a. The CMAR's successful and cost-effective experience and expertise with Public Works projects of similar size, scope, quality and budget.

b. The CMAR's past performance and demonstrated capability on similar projects with this or other local municipality and on construction of publicly funded projects.

c. The CMAR's capability to provide the resources, including financial, equipment and staffing, necessary to meet project requirement.

d. The CMAR's proposed project personnel as shown in a project organizational chart and including their qualifications and similar construction experience as evidenced by their resumes.

e. The CMAR's recent experience with project cost estimates, as well as project budget and schedule adherence.

f. The CMAR's safety record supported by accurate and verifiable data.

g. The CMAR's reference letters indicating the quality of previous work on similar public works projects and satisfaction from past customers.

4. Proposal Submission

All proposals should include the following sections:

Section	Section Title	Page Limit(s)
4.1.	Cover Page	**1 page**
4.2.	**Proposal Narrative**	**20 pages**

4.1. Cover Page

Include company name, address, phone number, website and federal tax identification number, as well as the name, phone number, email, and electronic signature for the person authorized to negotiate the contract and make decisions for the organization.

4.2. Proposal Narrative

The written narrative portion of the request for proposal cannot exceed 20 double- spaced pages. Content beyond the 20-page limit will be removed before proposals are evaluated. Proposals that do not include a proposal narrative will be disqualified and will not be considered for funding. Offeror(s)s must address the following sections in the proposal narrative:

4.2.1. General Information & Safety Record (15 points)

- Firm's number of years in business, size and staffing
- Proof of licensing as both a General Contractor and a Construction Manager.
- Firm's financial health and stability
- Firm's safety record

4.2.2. Public Building Projects & Experience (15 points)

- Experience of the proposed project team on similar public works building projects
- Firm's experience on public works building projects of similar scope, size and quality
- Quality of past construction

4.2.3. Contractor Staff Experience & Client Relationships (15 points)

- Project organization chart and resumes
- Submitted letters of reference from past clients
- Effective communications and cooperation

4.2.4. Adherence to Budget & Schedule (15 points)

- Current work load and availability to perform the work
- Firm's record of successful completion of municipal projects
- Recent past experience with project cost estimates; provide examples
- Recent past experience with project budget and schedule adherence

5. **Evaluation Criteria and Contract Award**

The City's Evaluation Committee (Evaluation Committee) will review, score and rank all proposals and make a recommendation to City Council on who will best serve the City. City Council will make the final decision on selecting a Firm. The following details the points assigned per section:

Proposal Section	Point Value
4.2.1. General Information & Safety Record	25
4.2.2. Public Works Building Projects & Experience	25
4.2.3. Contractor Staff Experience & Client Relationships	25
4.2.4. Adherence to Budget & Schedule	25
Total Points	**100**

During the evaluation process, the Evaluation Committee and the City reserve the right to request additional information or clarification from proposers, or to allow corrections of errors or omissions

6. **Negotiation/Contract**

It is anticipated that the ranking of the top proposals will be completed by March 31, 2021. The City shall negotiate in good faith with the Offeror as ranked. If negotiations with the top responder are not successful then the City will move on to the next proposer until the City has made a final selection and successfully negotiated and approved a contract agreement for services.
The Offeror's designated authorized negotiator must be empowered to make binding commitments for the successful Offeror and its subcontractors, if any. The City reserves the right to negotiate the final terms of the contract agreements with the successful Offeror. Items that may be negotiated include, but are not limited to, the scope of work, the implementation schedule, and the final award amount.

The City reserves the right to retain all proposals submitted and to use any idea(s) or concepts in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in the request for qualifications, unless clearly and specifically noted in the proposal submitted and confirmed in a subsequent contract between the City and the Firm selected. Award will be made to the highest ranked Offeror deemed most advantageous to the City.

7. **Questions**

The Offeror shall carefully examine the RFQ documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their proposal submission. No consideration will be given after submission of a proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Offerors finding discrepancies or omissions in the RFQ, or having doubts as to the meaning or intent of any provision, should immediately notify the above listed contact. If there are any changes, additions, or deletions to the proposal scope, conditions, or closing date, all Offerors will be advised by means of an Addendum issued by the City. All Addenda are to become part of the proposal documents and receipt of Addenda should be acknowledged by the Offeror in the submission. The City reserves the right to accept one or more proposal and to reject any or all proposals submitted as it deems appropriate and in the best interest of the City. The City also reserves the

right to terminate this solicitation and reissue a subsequent solicitation, and/or remedy technical errors in the solicitation process.

8. Submittal Process

8.1. Proposal Preparation Cost

All expenses incurred by the Offerors in preparation and submission of this proposal are to be borne by the Offerors, with the express understanding that no claims for reimbursements against the City will be accepted. The City shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that could lead to acceptance of the Proposal and award of a contract.

8.2. Right to Reject Proposals

Submission of a proposal indicates acceptance by the Firm of the conditions contained in this request for qualifications unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the Firm selected. The City reserves the right with prejudice to reject any or all proposals as it deems necessary.

9. General Conditions

9.1. Competition

It is the intent and purpose of the City that this solicitation permits competition. It shall be the Offeror's responsibility to advise the City in writing if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Such notification shall be submitted in writing and must be received by City Hall at least ten (10) calendar days prior to proposals receipt date. A review of such notification shall be made.

9.2. Confidentiality and Proprietary Information

All submissions become the property of the City and will not be returned to the Offeror. The City will consider all proposals submitted as confidential but reserves the right to make copies of all Proposals received for its internal review and for review by its financial, accounting, legal, and technical consultants. Offerors should be aware that the City of Mauldin is a “public body” as defined in and subject to the provisions of the Freedom of Information Act.

9.3. Conflict of Interest

The Offeror shall disclose in its proposal any actual or potential conflicts of interest and existing business relationships it may have with the City of Mauldin, its elected or appointed officials or employees, any property ownership direct or indirect in the jurisdiction. Offeror certifies by submission of proposal that neither it nor its principals, nor its perspective subcontractors are presently debarred, suspended, or proposed for debarment by the City of Mauldin or any state of federal department or agency.

9.4. Compliance, Assurance, and Non-collusion

Except as otherwise specified or as arising by reason of the provision of the contract documents, no person whether natural, or body corporate, other than the Offeror has or will have any interest or share in this proposal or in the proposed contract which may be completed in respect thereof. By responding to this RFQ, the Offeror agrees that there is no collusion or arrangement between the Offerors and any other actual or prospective Offerors in connection with proposals submitted for this project and the Offeror has no knowledge of the contents of

other proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the proposal.

During the period between publication of the solicitation and award, you must not communicate, directly or indirectly, with the using department, its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing to the City's designated point of contact for this RFQ.

Each Offeror shall comply with all applicable federal, state and local laws and shall meet all requirements imposed upon this service industry by regulatory agencies. Offerors will submit the Statement of Assurance, Compliance and Non-collusion with its proposal submittal which is enclosed as Attachment A.

9.5. Drug-Free Workplace

Offeror(s) will submit the Drug-Free Workplace Certification with its proposal submittal which is enclosed as Attachment B.

9.6. Insurance

The Offeror shall procure and maintain for the duration of the contract all such insurance, as required by the laws of the State of South Carolina, against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the work hereunder by the Offeror or its individuals, Firms, agents, representatives, or employees. The cost of such insurance shall be included in the fee proposed. A breach of the insurance requirements shall be material. Offerors will submit and maintain the below listed insurance. The Offeror will submit the Insurance Certification with its proposal submittal which is enclosed as Attachment C.

9.7. Litigation

Offerors who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against the City in connection with any contract for works or services, may be considered ineligible. Receipt of proposals from such Offerors may be disqualified from the evaluation process.

9.8. Proposal Guarantees, Warranties and Schedule

The Offeror must furnish items and services identified under Scope of Work in accordance with Conditions, requirements and all other terms as set forth elsewhere herein. Offerors must execute and include Attachment D with its proposal which agrees to and acknowledges the acceptances of the responsibility to provide all as specified.

9.9. No Contract

This RFQ is not a tender and does not commit the City in any way to select a preferred Offeror. By submitting a proposal and participating in the process as outlined in this RFQ, Offerors expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on the City of Mauldin by this RFQ or submissions prior to the completed execution of a formal written Contract.

ATTACHMENT A – COMPLIANCE, ASSURANCE AND NON-COLLUSION

Statement of Assurance, Compliance and Non-collusion

State of _____
County of _____
City of_____, being first duly sworn, deposes and says that:

1. The undersigned, as Vendor, certifies that every provision of this Submittal have been read and understood.

2. The Vendor hereby provides assurance that the Firm represented in this Submittal:
    a. Will comply with all requirements, stipulations, terms and conditions as stated in the Submittal/Submittal document; and

    b. Currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this solicitation; did not participate in the development or drafting specifications, requirements, statement of work, scope of work etc. relating to this solicitation; and

    c. Is not guilty of collusion with other Vendors possibly interested in this Submittal in arriving at or determining prices and conditions to be submitted; and

    d. No person associated with Vendor's Firm is an employee of the City of Mauldin. Should Vendor, or Vendor's Firm have any currently existing agreements with the City, Vendor must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation ; and

    e. That such agent as indicated below is officially authorized to represent the Firm in whose name the Submittal is submitted.

Company name:	
Name of Agent (Print or Type):	
Title:	***Date:***
Signature of Agent:	
Telephone #	***Fax #:***
Federal Identification Number:	
Email address:	
Subscribed and sworn to me this day of	
my commission expires:	***Title:***

(Must be notarized by a Notary Public)

SEAL

ATTACHMENT B – DRUG-FREE WORKPLACE CERTIFICATION

DRUG-FREE WORKPLACE CERTIFICAITON

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the award of the above-referenced contract, the undersigned, who is a member of the Firm of (hereinafter contractor) certifies on behalf of the contractor that the contractor will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of the prohibition;

2. Establishing a drug-free awareness program to inform employees about:
    a. The dangers of drug abused in a workplace;
    b. The person's policy of maintaining a drug-free workplace;
    c. Any available drug counseling, rehabilitation, and employee assistance programs: and
    d. The penalties that may be imposed upon employees for drug violations;

3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by item (1);

4. Notifying the employee in the statement required by item (1) that, as a condition of employment on the contract or grant, the employee will:
    a. Abide by the terms of the statement; and
    b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;

5. Notifying the City of Mauldin within ten days after receiving notice under item (4) (b) from an employee or otherwise receiving actual notice of the conviction;

6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).

Company name:	
Name of Agent (Print or Type):	
Title:	***Date:***
Signature of Agent:	
Telephone #	***Fax #:***
Federal Identification Number:	
Email address:	
Subscribed and sworn to me this day of	
my commission expires:	***Title:***

(Must be notarized by a Notary Public) ***SEAL***

ATTACHMENT C – INSURANCE

INSURANCE – PROFESSIONAL SERVICES

The Offeror shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the work hereunder by the individual or the Firm, his agents, representatives, or employees. The cost of such insurance shall be included in the fee proposed.

For the purpose of this clause, the term "professional individual or Firm" shall also include the individual's or Firm's respective officers, agents, officials, employees, volunteers, boards and commissions.

A. Minimum Scope and Limits of Insurance

1. Broad Form Comprehensive General Liability
   $1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, to include products and any completed operations.

2. Automobile Liability
   $1,000,000 combined single limit per occurrence for bodily injury and property damage

3. Umbrella Liability
   $1,000,000 per occurrence, following form.

4. Workers' Compensation
   Limits as required by State of South Carolina.

5. Employers' Liability
   - $100,000 each accident
   - $500,000 disease/policy limit
   - $100,000 disease/each employee

6. Professional Liability (if used on a claims-made basis, insurance coverage shall be maintained for the duration of the contract and for two years following contract completion.)
   - $1,000,000 per occurrence
   - $2,000,000 aggregate

7. Personal Property Coverage
   Adequate insurance to cover the value of personal property belonging to the Vendor while located on City of Mauldin property, while in use or in storage, for the duration of the contract.

8. Liability (General, Automobile, Professional) Coverage;
   a. “The City of Mauldin and its respective officers, agents, officials, employees, volunteers, boards and-commissions" are to be named as additional insured’s with regards to liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, leased or used by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the City.

b. The Vendor's insurance coverage shall be the primary insurance as regards to this contract with the City. Any insurance or self-insurance maintained by the City shall be in excess of the Vendor's insurance and shall not contribute with it.

c. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City.

d. Coverage shall state that the Vendor's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

9. Workers' Compensation and Employer's Liability Coverage
   a. The insurer shall agree to waive all rights of subrogation against City of Mauldin for losses arising from the work performed by the Vendor for the City.

   b. If State statute does not require the Vendor to obtain Workers' Compensation insurance, then the Vendor shall furnish the City with adequate proof of the self- employment status. The Vendor agrees to waive all rights of claims against the City for losses arising from the work performed by the Vendor. In the event that during the contract this self-employment status should change, the Vendor shall immediately furnish proper notice to the City and a certificate of insurance indicating that Workers' Compensation insurance and Employer's Liability coverage has been obtained in the correct amounts by the Auditor as required by this Exhibit.

10. Acceptability of Insurers
    a. Insurance is to be placed with insurers which have a Best's rating of at least A.

    b. Insurance companies must either be licensed to do business in the State of South Carolina or be deemed to be acceptable by the City Administrator.

11. Verification of Coverage
    The Vendor shall furnish the City with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City Administrator before work commences. Renewal of expiring certificates shall be filed thirty days prior to expiration. The City reserves the right to require complete, certified copies of all required policies, at any time.

B. Aggregate Limits
   Any aggregate limits must be declared to and be approved by the City of Mauldin.

C. Deductibles and Self-Insured Retentions
   Any deductibles or self-insured retentions must be declared to and be approved by the City in writing. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as regards the City or the Vendor shall procure a bond which guarantees

payment of the losses and related investigations, claims administration and defense expenses. At no time will the City be responsible for the payment of deductibles or self- insuredretentions.

D. Notice of Cancellation or Non-renewal
Each insurance policy required by this Exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced, either in coverage or in limits, except after thirty days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Other Insurance Provisions
The policies are to contain, or be endorsed to contain, the following provisions;

All insurance documents required by this Exhibit shall be mailed to
Mark Putnam, PO Box 249 Mauldin SC 29662.

Company name:	
Name of Agent (Print or Type):	
Title:	***Date:***
Signature of Agent:	
Telephone #	***Fax #:***
Federal Identification Number:	
Email address:	
Subscribed and sworn to me this day of	
my commission expires:	***Title:***

(Must be notarized by a Notary Public)

SEAL

ATTACHMENT D – PROPOSAL GUARANTEES, WARRANTIES AND SCHEDULE

PROPOSAL/PROPOSER GUARANTEES, WARRANTIES AND SCHEDULE

Proposer Guarantees
The proposer certifies it can and will provide and make available, at a minimum, all services set forth in this RFP/RFQ.

Proposer Warranties

1. Proposer warrants that it is willing and able to comply with State of South Carolina laws with respect to foreign (non-state of South Carolina) corporations.

2. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.

3. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission and consent of the City of Mauldin.

4. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Proposer Schedule
The Offeror also understands by executing and dating this document their proposed prices/costs shall hold Firm for a period of not less than *ninety (90)* calendar days after the date of the solicitation award.

Company name:	
Name of Agent (Print or Type):	
Title:	***Date:***
Signature of Agent:	
Telephone #	***Fax #:***
Federal Identification Number:	
Email address:	
Subscribed and sworn to me this day of	
my commission expires:	***Title:***

(Must be notarized by a Notary Public)

SEAL

CITY COUNCIL
AGENDA ITEM SUMMARY

MEETING DATE: April 19, 2021
AGENDA ITEM: 8c

TO: City Council
FROM: City Administrator Brandon Madden
SUBJECT: On Call Electrical Services

REQUEST

The Council is requested to consider awarding the bid for on call electrical services to Excel Electric.

HISTORY/BACKGROUND

The City requires on-call electrical services for all facilities to include City Parks. Additionally, new installs and electrical upgrades are an ongoing task at several facilities. The City has put each task out to bid which has resulted in several different contractors providing varying levels of end product. The bid process has also led to long down times in some repairs. Establishing an on-call electrical services contractor will allow the City to address its electrical needs in an efficient manner.

ANALYSIS or STAFF FINDINGS

Staff issued a Request for Qualifications (RFQ) from qualified contractors/firms interested in providing on-call electrical services, including, but not limited to periodic electrical repair and installation services at its City owned buildings, facilities, and parks on February 15th. The RFQ closed on March 15th. The City received bids from 2 firms. The evaluation committee reviewed and ranked the bids, and subsequently, recommended awarding the bid to Excel Electric.

FISCAL IMPACT

The fiscal impact for these services is based on the standard rates provided by Excel Electric in their proposal. Funding is included in the City's budget, annually, for these services.

RECOMMENDATION

It is recommended that City Council award the bid to Excel Electric for on call electrical services.

ATTACHMENTS

RFP
Bids (provided previously)

CITY OF MAULDIN
REQUEST FOR PROPOSALS
(RFP: 2021 – 02)

On Call Electrical Services

FEBRUARY 15, 2021

CITY OF MAULDIN
5 E. Butler Road, Mauldin, SC 29662

1. Instructions

1.1. Submission of Proposals

To be considered, interested parties should send one electronic (.pdf) version of a fully responsive proposal. All proposals must be received on March 15, 2021 by noon (closing date and time) at which time they will be opened in the upstairs conference room at City Hall. Proposals can be emailed to mputnam@mauldincitysc.com or mailed to the following address:

City of Mauldin
Mark Putnam
5 East Butler Road
PO Box 249
Mauldin, SC 29662
(864) 289-8890

Offerors wishing to make changes to their proposals after submission but prior to noon may do so by submitting the revisions by fax, email or hard copy. It is the Offeror's sole responsibility to ensure the revisions are received by the City prior to the closing date and time. Proposals received after the closing date and time may not be accepted or considered.

Responses to this request for proposals will allow the City to rank the Offerors and enter negotiations with the Offeror whose proposal is deemed most advantageous to the City with price and other factors considered.

2. Introduction

2.1. Purpose

The City is requesting proposals from qualified contractors/firms interested in providing on-call electrical services, including, but not limited to periodic electrical repair and installation services at its City owned buildings, facilities, and parks. The vender selected must be a licensed electrical contractor, and have valid City of Mauldin business license, automobile, and workers' compensation insurance in effect.

2.2. Background

The City of Mauldin has multiple buildings, facilities, and parks that it maintains:

- City Hall (5 E. Butler Rd.)
- Senior Center (203 Corn Rd.)
- Cultural Center (101 E. Butler Rd.)
- Sports Center (10 City Center Dr.)
- City Park (203 Corn Rd.)
- Springfield Park (129 Hyde Circle)
- Sunset Park (211 Fowler Circle)
- Pineforest Park (108 Clearfield Rd.)
- Four (4) Fire Stations (9 E. Butler Rd.; 705 Holland Rd.; 300 Rocky Creek Rd.; and 802 Miller Rd.
- Public Works Department (126 McDougall Ct. & 8 Jenkins Ct.)

3. Scope of Work

The City of Mauldin periodically has a need for electrical repair services on an on-call basis for emergency and routine electrical problems. Contractor should be available twenty-four hours a day for service calls. Supplier selected must have the capability to repair parking lot "street" lights approximately forty (40) feet tall. Typical repairs include but are not limited to:

- Outdoor lighting repair and/or bulb replacement
- Electrical outlet/switch repair
- Repairs to electrical wastewater pump stations.
- Low Voltage wiring, equipment set up, door access hardware install
- Power distribution, new circuit installs, conduit and wire pulling.
- Generator, Transfer switch install
- High & Low voltage power to City Facilities, and
- Must be able to support all of our facilities.

4. Proposal Submission

All proposals should include the following sections:

Section	Section Title	Page Limit(s)
8.3.1.	Cover Page	**1 page**
8.3.2.	Proposal Narrative	**20 pages**
8.3.3.	**Pricing**	**1 page**

4.1. Cover Page

Include company name, address, phone number, website and federal tax identification number, as well as the name, phone number, email, and electronic signature for the person authorized to negotiate the contract and make decisions for the organization.

4.2. Proposal Narrative

The written narrative portion of the request for proposal cannot exceed 20 double- spaced pages. Content beyond the 20-page limit will be removed before proposals are evaluated. Proposals that do not include a proposal narrative will be disqualified and will not be considered for funding. Offeror(s)s must address the following sections in the proposal narrative:

4.2.1. Organizational Qualifications and References (60 points)

Please provide an overview of your organization and your organizations experience and qualifications for similar sized projects; includes demonstrating that your organization has sufficient size and depth of management, financial strength, resources and services to support the need.

- Overview of company background, including Vendor contact information with names, addresses, telephone numbers and email address.
- General experience to include work for a municipal client
- Statement by the contractor of his/her understanding of the services desired.
- List of at least three (3) references including names, addresses, and telephone numbers. Vendor should include any South Carolina governmental entity reference.

4.3. Pricing (40 Points)

It is understood that variable costs related to specific electrical activities cannot always be readily captured in a pricing proposal. Such costs include boring, excavation, and material costs. For all other costs, please provide a summary to include:

- Normal Cost per hour for electrical services
- Normal working hours
- Cost for after hours, weekend work, and holidays
- Emergency response time and cost
- Mileage fees
- Minimum charge for service calls, and
- Itemize any additional costs that were not addressed previously.

5. Evaluation Criteria and Contract Award

The City's RFQ Evaluation Committee (Evaluation Committee) will review, score and rank all proposals and make a recommendation to City Council on who will best serve the City. City Council will make the final decision on selecting a Firm. The following details the points assigned per section:

Proposal Section	Point Value
3.2.1. Organizational Qualifications and References	**60**
3.3. Pricing	**40**
Total Points	**100**

During the evaluation process, the Evaluation Committee and the City reserve the right to request additional information or clarification from proposers, or to allow corrections of errors or omissions

6. Negotiation/Contract

It is anticipated that the ranking of the top proposals will be completed by April 2, 2021. The City shall negotiate in good faith with the Offeror as ranked. If negotiations with the top responder are unsuccessful then the City will move on to the next proposer until the City has made a final selection and successfully negotiated and approved a contract agreement for services.

The Offeror's designated authorized negotiator must be empowered to make binding commitments for the successful Offeror and its subcontractors, if any. The City reserves the right to negotiate the final terms of the contract agreements with the successful Offeror. Items that may be negotiated include, but are not limited to, the scope of work, the implementation schedule, and the final award amount.

The City reserves the right to retain all proposals submitted and to use any idea(s) or concepts in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in the request for qualifications, unless clearly and specifically noted in the proposal submitted and confirmed in a subsequent contract between the City and the Firm selected. Award will be made to the highest ranked Offeror deemed most advantageous to the City.

7. Questions

The Offeror shall carefully examine the RFQ documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their proposal submission. No consideration will be given after submission of a proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Offerors finding discrepancies or omissions in the RFQ, or having doubts as to the meaning or intent of any provision, should immediately notify the above listed contact. If there are any changes, additions, or deletions to the proposal scope, conditions, or closing date, all Offerors will be advised by means of an Addendum issued by the City. All Addenda are to become part of the proposal documents and receipt of Addenda should be acknowledged by the Offeror in the submission.

The City reserves the right to accept one or more proposal and to reject any or all proposals submitted as it deems appropriate and in the best interest of the City. The City also reserves the right to terminate this solicitation and reissue a subsequent solicitation, and/or remedy technical errors in the solicitation process.

8. Submittal Process

8.1. Proposal Preparation Cost

All expenses incurred by the Offerors in preparation and submission of this proposal are to be borne by the Offerors, with the express understanding that no claims for reimbursements against the City will be accepted. The City shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that could lead to acceptance of the Proposal and award of a contract.

8.2. Right to Reject Proposals

Submission of a proposal indicates acceptance by the Firm of the conditions contained in this request for qualifications unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the Firm selected. The City reserves the right with prejudice to reject any or all proposals as it deems necessary.

9. General Conditions

9.1. Competition

It is the intent and purpose of the City that this solicitation permits competition. It shall be the Offeror's responsibility to advise the City in writing if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Such notification shall be submitted in writing and must be received by City Hall at least ten (10) calendar days prior to proposals receipt date. A review of such notification shall be made.

9.2. Confidentiality and Proprietary Information

All submissions become the property of the City and will not be returned to the Offeror. The City will consider all proposals submitted as confidential but reserves the right to make copies of all Proposals received for its internal review and for review by its financial, accounting, legal, and technical consultants. Offerors should be aware that the City of Mauldin is a “public body” as defined in and subject to the provisions of the Freedom of Information Act.

9.3. Conflict of Interest

The Offeror shall disclose in its proposal any actual or potential conflicts of interest and existing business relationships it may have with the City of Mauldin, its elected or appointed officials or

employees, any property ownership direct or indirect in the jurisdiction. Offeror certifies by submission of proposal that neither it nor its principals, nor its perspective subcontractors are presently debarred, suspended, or proposed for debarment by the City of Mauldin or any state of federal department or agency.

9.4. Compliance, Assurance, and Non-collusion

Except as otherwise specified or as arising by reason of the provision of the contract documents, no person whether natural, or body corporate, other than the Offeror has or will have any interest or share in this proposal or in the proposed contract which may be completed in respect thereof. By responding to this RFQ, the Offeror agrees that there is no collusion or arrangement between the Offerors and any other actual or prospective Offerors in connection with proposals submitted for this project and the Offeror has no knowledge of the contents of other proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the proposal.

During the period between publication of the solicitation and award, you must not communicate, directly or indirectly, with the using department, its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing to the City's designated point of contact for this RFQ.

Each Offeror shall comply with all applicable federal, state and local laws and shall meet all requirements imposed upon this service industry by regulatory agencies. Offerors will submit the Statement of Assurance, Compliance and Non-collusion with its proposal submittal which is enclosed as Attachment A.

9.5. Drug-Free Workplace

Offeror(s) will submit the Drug-Free Workplace Certification with its proposal submittal which is enclosed as Attachment B.

9.6. Insurance

The Offeror shall procure and maintain for the duration of the contract all such insurance, as required by the laws of the State of South Carolina, against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the work hereunder by the Offeror or its individuals, Firms, agents, representatives, or employees. The cost of such insurance shall be included in the fee proposed. A breach of the insurance requirements shall be material. Offerors will submit and minimally the below listed insurance. The Offeror will submit the Insurance Certification with its proposal submittal which is enclosed as Attachment C.

9.7. Litigation

Offerors who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against the City in connection with any contract for works or services, may be considered ineligible. Receipt of proposals from such Offerors may be disqualified from the evaluation process.

9.8. No Contract

This RFQ is not a tender and does not commit the City in any way to select a preferred Offeror. By submitting a proposal and participating in the process as outlined in this RFQ, Offerors expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on the City of Mauldin by this RFQ or submissions prior to the completed execution of a formal written Contract.

9.9. Proposal Guarantees, Warranties and Schedule

The Vendor must furnish items and services identified under Scope of Work in accordance with Conditions, requirements and all other terms as set forth elsewhere herein. The successful Vendor awarded a contract by the City shall warrant that all labor and equipment of the installed systems shall be covered for the period of 1 year in accordance with the terms of the RFP and City Contract/Agreement. The Warranty shall include at a minimum, all hardware and software, as well as software or hardware updated during the warranty period. For vendors greater than a 30 mile radius of the city, for a period of exactly (1) year after system acceptance, the Vendor shall coordinate for pickup, repair and delivery of all newly installed or related integrated devices or systems that fail to operate correctly. A system failure of any nature within the first year after system acceptance shall be corrected by the Vendor with minimal assistance by the City or its technical designees. Vendors must submit Attachment D with its proposal.

ATTACHMENT A – COMPLIANCE, ASSURANCE AND NON-COLLUSION

Statement of Assurance, Compliance and Non-collusion

State of _____
County of _____
City of_____, being first duly sworn, deposes and says that:

1. The undersigned, as Vendor, certifies that every provision of this Submittal have been read and understood.

2. The Vendor hereby provides assurance that the Firm represented in this Submittal:
    a. Will comply with all requirements, stipulations, terms and conditions asstated in the Submittal/Submittal document; and

    b. Currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this solicitation; did not participate in the development or drafting specifications, requirements, statement of work, scope of work etc. relating to this solicitation; and

    c. Is not guilty of collusion with other Vendors possibly interested in this Submittal in arriving ator determining prices and conditions to be submitted; and

    d. No person associated with Vendor's Firm is an employee of the City of Mauldin. Should Vendor, or Vendor's Firm have any currently existing agreements with the City, Vendor must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation;and

    e. That such agent as indicated below is officially authorized to represent the Firm in whose name the Submittal is submitted.

Company name:	
Name of Agent (Print or Type):	
Title:	***Date:***
Signature of Agent:	
Telephone #	***Fax #:***
Federal Identification Number:	
Email address:	
Subscribed and sworn to me this day of	
my commission expires:	***Title:***

(Must be notarized by a Notary Public)

SEAL

ATTACHMENT B – DRUG-FREE WORKPLACE CERTIFICATION

DRUG-FREE WORKPLACE CERTIFICAITON

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the award of the above-referenced contract, the undersigned, who is a member of the Firm of (hereinafter contractor) certifies on behalf of the contractor that the contractor will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of the prohibition;

2. Establishing a drug-free awareness program to inform employees about:
    a. The dangers of drug abused in a workplace;
    b. The person's policy of maintaining a drug-free workplace;
    c. Any available drug counseling, rehabilitation, and employee assistance programs: and
    d. The penalties that may be imposed upon employees for drug violations;

3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by item (1);

4. Notifying the employee in the statement required by item (1) that, as a condition of employment on the contract or grant, the employee will:
    a. Abide by the terms of the statement; and
    b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;

5. Notifying the City of Mauldin within ten days after receiving notice under item (4) (b) from an employee or otherwise receiving actual notice of the conviction;

6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).

Company name:	
Name of Agent (Print or Type):	
Title:	***Date:***
Signature of Agent:	
Telephone #	***Fax #:***
Federal Identification Number:	
Email address:	
Subscribed and sworn to me this day of	
my commission expires:	***Title:***

(Must be notarized by a Notary Public) ***SEAL***

ATTACHMENT C – INSURANCE

INSURANCE – PROFESSIONAL SERVICES

The Offeror shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the work hereunder by the individual or the Firm, his agents, representatives, or employees. The cost of such insurance shall be included in the fee proposed.

For the purpose of this clause, the term "professional individual or Firm" shall also include the individual's or Firm's respective officers, agents, officials, employees, volunteers, boards and commissions.

A. Minimum Scope and Limits of Insurance

1. Broad Form Comprehensive General Liability
   $1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, to include products and any completed operations.

2. Automobile Liability
   $1,000,000 combined single limit per occurrence for bodily injury and property damage

3. Umbrella Liability
   $1,000,000 per occurrence, following form.

4. Workers' Compensation
   Limits as required by State of South Carolina.

5. Employers' Liability
   - $100,000 each accident
   - $500,000 disease/policy limit
   - $100,000 disease/each employee

6. Professional Liability (if used on a claims-made basis, insurance coverage shall be maintained for the duration of the contract and for two years following contract completion.)
   - $1,000,000 per occurrence
   - $2,000,000 aggregate

7. Personal Property Coverage
   Adequate insurance to cover the value of personal property belonging to the Vendor while located on City of Mauldin property, while in use or in storage, for the duration of the contract.

8. Liability (General, Automobile, Professional) Coverage;
   a. “The City of Mauldin and its respective officers, agents, officials, employees, volunteers, boards and-commissions" are to be named as additional insured’s with regards to liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, leased or used by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the City.

b. The Vendor's insurance coverage shall be the primary insurance as regards to this contract with the City. Any insurance or self-insurance maintained by the City shall be in excess of the Vendor's insurance and shall not contribute with it.

c. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City.

d. Coverage shall state that the Vendor's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

9. Workers' Compensation and Employer's Liability Coverage
   a. The insurer shall agree to waive all rights of subrogation against City of Mauldin for losses arising from the work performed by the Vendor for the City.

   b. If State statute does not require the Vendor to obtain Workers' Compensation insurance, then the Vendor shall furnish the City with adequate proof of the self- employment status. The Vendor agrees to waive all rights of claims against the City for losses arising from the work performed by the Vendor. In the event that during the contract this self-employment status should change, the Vendor shall immediately furnish proper notice to the City and a certificate of insurance indicating that Workers' Compensation insurance and Employer's Liability coverage has been obtained in the correct amounts by the Auditor as required by this Exhibit.

10. Acceptability of Insurers
    a. Insurance is to be placed with insurers which have a Best's rating of at least A.

    b. Insurance companies must either be licensed to do business in the State of South Carolina or be deemed to be acceptable by the City Administrator.

11. Verification of Coverage
    The Vendor shall furnish the City with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City Administrator before work commences. Renewal of expiring certificates shall be filed thirty days prior to expiration. The City reserves the right to require complete, certified copies of all required policies, at any time.

B. Aggregate Limits
   Any aggregate limits must be declared to and be approved by the City of Mauldin.

C. Deductibles and Self-Insured Retentions
   Any deductibles or self-insured retentions must be declared to and be approved by the City in writing. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as regards the City or the Vendor shall procure a bond which guarantees

payment of the losses and related investigations, claims administration and defense expenses. At no time will the City be responsible for the payment of deductibles or self- insuredretentions.

D. Notice of Cancellation or Non-renewal
Each insurance policy required by this Exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced, either in coverage or in limits, except after thirty days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Other Insurance Provisions
The policies are to contain, or be endorsed to contain, the following provisions;

All insurance documents required by this Exhibit shall be mailed to
Mark Putnam, PO Box 249 Mauldin SC 29662.

Company name:	
Name of Agent (Print or Type):	
Title:	***Date:***
Signature of Agent:	
Telephone #	***Fax #:***
Federal Identification Number:	
Email address:	
Subscribed and sworn to me this day of	
my commission expires:	***Title:***

(Must be notarized by a Notary Public)

SEAL

ATTACHMENT D – PROPOSAL GUARANTEES, WARRANTIES AND SCHEDULE

CITY COUNCIL
AGENDA ITEM SUMMARY

MEETING DATE: April 19, 2021
AGENDA ITEM: 8d

TO: City Council
FROM: City Administrator Brandon Madden
SUBJECT: Resolution Approving the Alteration of the Speed Limit on Holland Road

REQUEST

The Council is requested to consider approving the alteration of the Speed Limit on Holland Road.

HISTORY/BACKGROUND

City Council transmitted an inquiry to staff regarding the speed limit signs on Holland Rd. The signs were not uniform and one was 30mph while the other states 35mph.

ANALYSIS or STAFF FINDINGS

To address this matter, the City can update the signs to reflect the speed limit of 30mph. There are signs in front of the school which have a reduction in speed to 25mph during school take-in and dismissal, when school is in operation. This recommendation is commensurate with the Police Department's assessment. The results of his assessment, recommending a speed limit of 30mph, are presented below:

- Traffic on the Holland Road is light at most times; however, during the early morning and afternoon commutes or when school is in session road traffic is heavier
- Pedestrian traffic on Holland Road is heavy at times. Both sides of the road have sidewalks, and in some areas, the businesses are located within 10 yards of the sidewalk (e.g., Bridgeway Station)
- Three schools (i.e., Golden Strip Career Center, Mauldin Elementary, Mauldin Middle) as well several daycare/churches, and after school locations are located on Holland Road.
- Currently, the residential developments and the schools are located on one side of Holland Road. where the posted speed limit at 2 locations is 30mph. The opposite side of Holland Road., which mostly has industrial/commercial developments, has a posted speed limit of 35mph.
- The Bridgeway Station development, once completed, will increase vehicular and pedestrian traffic along Holland Road., and may have a pedestrian crosswalk across Holland Road.

Council can authorize this change via the attached Resolution.

FISCAL IMPACT

Nominal as Public Works can install the updated sign.

RECOMMENDATION

It is recommended that the City Council approve the Resolution.

ATTACHMENTS

Resolution

RESOLUTION _____ -2021

A RESOLUTION APPROVING THE ALTERATION OF THE SPEED LIMIT ON HOLLAND ROAD

WHEREAS, Holland Road is a public road owned and maintained by the City of Mauldin; and,

WHEREAS, the posted speed limit on one side of Holland Road, which has several public schools and residential development, is 30 mph; and,

WHEREAS, the posted speed limit on the other side of Holland Road, which has mostly industrial and commercial development, is 35 mph; and,

WHEREAS, vehicular traffic and pedestrian trffic on Holland Road continues to increase; and,

WHEREAS, having a uniform speed limit of 30 mph on Holland Road will increase safety for vehicular and pedestrian traffic on Holland Road and will eliminate confusion regarding the correct speed limit; and,

WHEREAS, pursuant to S.C. Code Ann. §56-5-1540 (1976, as amended), the City has the right to determine a reasonable and safe maximum speed limit for City owned and maintained streets; and,

WHEREAS, the City finds and determines that setting the speed limit on Holland Road in both directions at 30 mph is appropriate and in the best interests of the citizens and residents of the City of Mauldin.

NOW THEREFORE BE IT RESOLVED by the Mayor and Members of Council of the City of Mauldin, as follows:

Section 1. That the speed limit on Holland Road shall be 30 mph and that all posted speed limits be changed accordingly.

ADOPTED this _____ day of _____, 2021.

CITY OF MAULDIN

BY: _____
Terry Merritt, Mayor

ATTEST:

_____
Cindy Miller, Municipal Clerk

CITY COUNCIL
AGENDA ITEM SUMMARY

MEETING DATE: April 19, 2021
AGENDA ITEM: 8e

TO: City Council
FROM: City Administrator Brandon Madden
SUBJECT: Resolution authorizing and approving a contract with Stewart Cooper Newell to provide architectural services for the construction of the new fire station.

REQUEST

City Council is requested to approve a Resolution authorizing and approving a contract with Stewart Cooper Newell to provide architectural services for the construction of the new fire station.

HISTORY/BACKGROUND

During its February 15, 2021 meeting, City Council awarded the bid for architectural services for the construction of the new fire station to Stewart Cooper Newell (SCN).

ANALYSIS or STAFF FINDINGS

Based on SCN's bid, staff negotiated the contract for the services.

FISCAL IMPACT

The fiscal impact per the contract is not to exceed $360,000.

RECOMMENDATION

It is recommended that the Committee recommend to City Council approval of the Resolution and contract.

ATTACHMENTS

Resolution
Contract

RESOLUTION _____-2021

A RESOLUTION TO APPROVE A CONTRACT WITH STEWART-COOPER-NEWELL ARCHITECTS TO PROVIDE PROFESSIONAL SERVICES FOR THE CONSTRUCTION OF A NEW FIRE STATION AND TO AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT AND ANY OTHER RELATED DOCUMENTS.

WHEREAS, the City of Mauldin (hereinafter "City") is constructing a new fire station and police department substation; and,

WHEREAS, this new station will provide better fire and police services for the citizens of the City and the citizens of the fire district located in Greenville County that are served by this station; and,

WHEREAS, Stewart-Cooper-Newell Architects has special expertise and experience in the design and construction of similar buildings; and,

WHEREAS, Council finds that the provisions of the Contract attached hereto marked as Exhibit "A" are reasonable.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL THAT:

1. **The Mayor and Council hereby approve the Contract with Stewart-Cooper-Newell Architects attached hereto marked as Exhibit "A"; and,**

2. **Council hereby authorizes the Mayor to execute the Contract and any other documents necessary to secure the services of Stewart-Cooper-Newell Architects.**

IT IS SO RESOLVED THIS ____ DAY OF APRIL, 2021.

_____
Terry Merritt, Mayor
City of Mauldin

_____
Cindy Miller, Municipal Clerk
City of Mauldin

Approved as to form

_____
John B. Duggan, City Attorney

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eighteenth (18th) day of March in the year Two Thousand Twenty (2020)
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Mauldin
5 East Butler Road
P. O. Box 249
Mauldin, South Carolina 29662
Telephone Number: (864) 289-8890

and the Architect:
(Name, legal status, address and other information)

Stewart-Cooper-Newell Architects, P.A.
719 East Second Avenue
Gastonia, North Carolina 28054
Telephone Number: (704) 865-6311
Fax Number: (704) 865-0046

for the following Project:
(Name, location and detailed description)

City of Mauldin Fire Station

New Fire Station Headquarters & Police Department Sub-Station

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
/

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

To be determined

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

New Fire Station Headquarters and Police Sub-Station, between 10,000 and 12,000 SF, on 2.23 acres located at the intersection of West Butler Road and Plant Street

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

To be determined

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init. /

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To be determined

.2 Construction commencement date:

Unknown at time of execution

.3 Substantial Completion date or dates:

Unknown at time of execution

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

The City intends to utilize Construction Management at Risk (CMAR) as the construction delivery method for this project.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Project not to pursue LEED. Sustainable goals to be determined.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Brandon Madden
5 East Butler Road
P. O. Box 249
Mauldin, South Carolina 29662
Telephone Number: (864) 289-8890
Email Address: bmadden@mauldincitysc.com

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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.2

(Paragraphs deleted)

Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Kenneth C. Newell, AIA, LEED-AP BD+C
719 East Second Avenue
Gastonia, North Carolina 28054
Mobile Number: (704) 564-8156
Email Address: knewell@scn-architects.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Taylor & Viola Structural Engineers, P.C.

.2 Plumbing / Mechanical / Electrical Engineer:

Optima Engineering, P.A.

(Paragraphs deleted)

.3 Civil / Landscape Engineer
Seamon Whiteside

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

The use of Building Information Modeling (BIM) and other Digital Data is yet to be determined. Should BIM or similar tools be utilized on this project, Articles 1.3 and 1.3.1 will apply, and the referenced AIA Documents will become an Addendum to this Agreement.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

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§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million ($ 1,000,000.00) for each occurrence and Two Million ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Five Hundred Thousand ($ 500,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million ($ 1,000,000.00) each accident, One Million ($ 1,000,000.00) each employee, and One Million ($ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million ($ 1,000,000.00) per claim and Two Million ($ 2,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional

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insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

§ 2.5.9 The parties acknowledge the Owner is a local government required to follow procedures mandated by South Carolina law for the expenditure of public funds. The parties further acknowledge that it is imperative that any expenditures by the Architect or its consultants that are not provided for in the contract must be approved by the Owner before such expenses are incurred.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. Based upon typical Agency review comments and approvals encountered with public funded projects, the Architect has budgeted 40 work hours for the response to said Agency comments.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

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§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective Construction Managers at Risk (CMAR). Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in
(Paragraphs deleted)
soliciting / selecting CMAR by method to be determined.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager at Risk (CMAR) as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make

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exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with

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information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect shall obtain the written approval of the Owner before authorizing any work and/or materials that increases the cost for the project.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- **.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- **.2** issue Certificates of Substantial Completion;
- **.3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- **.4** issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.1.1 The Architect shall:

- .1 The Architect shall provide, as a part of the Basic Services, one final inspection after the Contractor notifies the Architect that the project is complete.
- .2 The Architect shall, upon final inspection, prepare a written punch list of items to be completed or corrected and promptly provide the list to the Contractor.
- .3 The Contractor shall be required to complete the project and the items on the punch list and provide all required closeout documents within 30 days of the final inspection.
- .4 The Architect shall provide one (1) re-inspection to verify that the Contractor has completed the

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project and the final inspection punch list. The Owner and the Contractor shall be promptly notified of any deficiencies noted during this inspection so that they can immediately make the necessary corrections.

.5 Any additional re-inspections necessitated due to deficiencies being noted under 3.6.6.1.4 above and any additional time required by the Architect due to closeout documents being incomplete or the contractor not submitting the documents within 30 days of the final inspection will be billed to the owner prior to such expenses being incurred for prior approval by the Owner. These services will be billed on an hourly rate plus reimbursable expenses as detailed in the attached Exhibit B.

.6 The Owner and Architect agree that the services of the Architect that occur beyond a 60-day period from the initial final inspection will be billed to the owner prior to such expenses being incurred for prior approval by the Owner. These services will be billed on an hourly rate plus reimbursable expenses as detailed in the attached Exhibit B.

.7 The Owner, by force of contract, shall have the right to deduct the charges of the Architect incurred under section 3.6..6.1.4 and 3.6.6.1.5 from either the Contractor's last application for payment or from liquidated damages charged to the Contractor.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	

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Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering (Included as Basic Services)	
§ 4.1.1.9 Landscape design (Included as Basic Services)	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Owner
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below, which costs will be included in the contract price or will be submitted to the Owner for prior approval before these supplemental services are incurred.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness prior to incurring the additional expense, and explain the facts and circumstances giving rise to the need and obtain prior approval of the cost for the additional services before they are incurred. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner before these additional services are incurred and obtain prior approval by the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 One (1) visit per month to the site by the Architect during construction

.3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

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§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service within three days of such discovery.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar

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conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of

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action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, by non-binding mediation requested by either party. The mediation shall take place as quickly as possible prior to commencing litigation.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.1.4 The Architect and the Owner waive delay damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all delay damages due to either party's termination.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by litigation.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. In the event a disagreement should arise between the parties, pre-litigation mediation will be utilized in an effort to resolve the disagreement. The parties will select a certified mediator, located within fifty (50) miles of the Mauldin City Hall, located at 5 East Butler Road, Mauldin, South Carolina 29662. In the event the parties cannot agree on the selection of a mediator, the Chief Administrative Judge for civil cases in Greenville County, South Carolina, will select the mediator. The parties will share equally the cost for the mediator. The parties agree that the mediation will take place at a mutually acceptable location in Greenville County, South Carolina. The parties also agree that the court having jurisdiction to resolve any dispute arising out of this contract will be the Court of Common Pleas for Greenville, South Carolina. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or litigation but, in such event, mediation shall proceed in advance of litigation, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If a mediation proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the mediator(s) and agree upon a schedule for later proceedings.

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§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Greenville County, South Carolina, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the
(Paragraphs deleted)
dispute shall be litigation in the Court of Common Pleas in Greenville County, South Carolina.

(Paragraph deleted)

§ 8.3. Consolidation or Joinder

§ 8.3.1 Either party, at its sole discretion, may consolidate a mediation conducted under this Agreement with any other mediation to which it is a party provided that (1) the mediation agreement governing the other mediation permits consolidation; (2) the mediations to be consolidated substantially involve common questions of law or fact; and (3) the mediations employ materially similar procedural rules and methods for selecting mediator(s).

(Paragraph deleted)

§ 8.3.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in mediation, provided that the party sought to be joined consents in writing to such joinder. Consent to mediation involving an additional person or entity shall not constitute consent to mediation of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.3 The Owner and Architect grant to any person or entity made a party to a mediation conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.3.4 The provisions of this Article 8 shall survive the termination of this Agreement.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

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§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect as follows:

.1 Twenty percent of the total compensation for Basic and Additional Services earned to date if termination occurs before or during the predesign, site analysis, or Schematic Design Phase; or,

.2 Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase or any subsequent phase.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

To be negotiated at time of request.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of South Carolina where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

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§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Architect and Architect's officers, directors, partners, employees, agents and Architect's Consultants, and any of them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, costs of damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of Architect or Architect's officers, directors, partners, employees, agents of Architect's Consultants or any of them, shall not exceed the amount of the insurance coverages which the Architect is required to maintain as described in this Agreement.

§ 10.11 During meetings and discussions, the Architect may opt to record conversations as a means of keeping accurate meeting records and minutes.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Architect's Fee for Basic Services shall be Three Hundred Sixty Thousand Dollars ($360,000.00), plus Reimbursable expense allowance of Seven Thousand Five Hundred Dollars ($7,500.00). Reimbursable expenses are defined in Article 11.8 and attached Exhibit "B".

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Should the City approve a Written Program size significantly different than the estimated 10,000 to 12,000 SF, the fee would be adjusted and approved accordingly prior to proceeding with the remainder of the design scope.

.2 Percentage Basis
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

As mutually agreed as services are required.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

As mutually agreed as services are required.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	21.25	%
Design Development Phase	21.25	%
Construction Documents Phase	41.25	%
Procurement Phase	1.25	%
Construction Phase	15.00	%
Total Basic Compensation	100.00	%

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit "B" – Hourly Rate & Reimbursable Schedule

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expense Allowance in the Amount of Seven Thousand Five Hundred Dollars ($7,500.00) is in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

The Owner will pay no additional monies for reimbursable expenses above $7,500 without prior approval.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Not applicable

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of One Thousand Dollars ($ 1,000.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero ($-0-) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

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§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5 % Monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.10.2.4 If the Owner does not intend to make payment to the Architect by the due date, or is not able to do so, the Owner will provide written notification of such to the Architect. Such written notification shall occur at least two days prior to the payment due date. The written notification shall also clearly state the reasons for the payment not being made on time.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 The Architect shall be named as Additional Insured on the Builder's Risk Insurance Policy that will be furnished by the General Contractor.

The Architect shall also be named as Additional Insured on the General Liability and Auto Liability Policies that will be furnished by the General Contractor as a part of the General Construction Contract.

The Insurance Companies furnishing the policies for all of the above coverages will be required to furnish a waiver of its rights of subrogation on the General Liability and Worker's Compensation policies, against the Architect, the Architect's Employees and the Architect's Consultants.

The Insurance Policies and Waivers must be furnished to the Architect prior to the beginning of construction.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 Other documents:
(List other documents, if any, forming part of the Agreement.)

Proposal / Scope Letter dated March 9, 2021 (Revised March 18, 2021) - Exhibit "A"
Hourly Rate & Reimbursable Schedule - Exhibit "B"

(Paragraph deleted)

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User Notes: (1701859405)

This Agreement entered into as of the day and year first written above.

CITY OF MAULDIN	STEWART-COOPER-NEWELL ARCHITECTS, P.A.
	Ken Newell
OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Brandon Madden City Administrator	Kenneth C. Newell, AIA, LEED-AP BD+C President
(Printed name and title)	*(Printed name, title, and license number, if required)*

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User Notes: (1701859405)

March 9, 2021 (Revised March 18, 2021)

Mr. Brandon Madden, City Administrator
City of Mauldin
5 East Butler Road
Mauldin, SC 29662

Re: Design Services Proposal for the New Mauldin Fire Station HQ & PD Sub-Station

Dear Mr. Madden,

Thank you to the City and the Selection Committee for selecting Stewart-Cooper-Newell Architects for the new Fire Department Headquarters & Police Sub-Station project. We are thrilled to have the opportunity to once again work with Mauldin on another exciting project. We will do our best to make Mauldin our most satisfied client yet.

Project Understanding: The New Station is anticipated to be between 10,000 and 12,000 SF, on 2.23 acres located at the intersection of West Butler Road and Plant Street. We understand that the Site is properly zoned for the proposed use and that no rezoning, special exception permits, or variances will be required. Likewise, we assume that no roadway improvements will be required on the adjacent roadways. The permitting Authority Having Jurisdiction (AHJ) for this project is the City of Mauldin. The City has opted to utilize Construction Management at Risk (CMAR) as the construction delivery method for this project.

BASIC DESIGN SERVICES

Our proposal for the new station design services would include architectural, structural, civil, landscape, mechanical, electrical, and plumbing design for the design phases itemized in this proposal.

BASIC DESIGN SERVICES FEE PROPOSAL

The proposed fees to provide the above BASIC DESIGN SERVICES are $360,000, as broken into the separate phase as shown below, plus a $7,500 Reimbursables Allowance for travel expenses.

Schematic Design Phase	**$ 76,500**
Design Development Phase	**$ 76,500**
Construction Document Phase	**$148,500**
Bidding/Negotiation Phase	**$ 4,500**
Construction Administration	**$ 54,000**

architecture
needs assessment
master planning
interiors
consulting

James C. Stewart, AIA | Kenneth C. Newell, AIA | James R. Stumbo, AIA
719 East Second Avenue • Gastonia, NC 28054
P: 704.865.6311
F: 704.865.0046
1.800.671.0621 www.scn-architects.com

Should the City approve a Written Program size significantly different than the estimated 10,000 to 12,000 SF, the fee would be adjusted and approved accordingly prior to proceeding with the remainder of the design scope.

Excluded Services:

- Site Surveys
- Rezoning/Variance Applications
- Geotechnical Analysis
- 3rd Party Professional Construction Cost Estimates
- Special Inspection, Material and Compaction Testing during Construction
- LEED Certification

The City will perform or be responsible for any necessary traffic studies, hazardous material studies, and abatement separate from this proposal.

If this proposal is acceptable, please let us know and we can make it an exhibit to an AIA Agreement for your review and signature. Please let me know if you have any questions regarding our proposal or would like any additional information. We look forward to working with you on this important project.

Sincerely,

Ken Newell

Ken Newell, AIA, LEED-AP BD+C

N/Projects/JP/Mauldin FD HQ 2021/Mauldin FD HQ Prop 030921.doc

HOURLY RATE & REIMBURSABLE SCHEDULE

Architectural Principal	$175.00 /hr.
Architect	$150.00 / hr.
Project Manager - I	$130.00 /hr.
Project Manager - II	$100.00 /hr.
Architectural Technician	$ 80.00 /hr.
Construction Administrators	$100.00 /hr.
Business / Office Manager	$ 90.00 /hr.
Administration	$ 60.00 /hr.

REIMBURSABLE SCHEDULE

Reproduction:

Copies (Black & White)---------- $ 0.10 /ea.
Copies (Color - 8-1/2 x 11) ---------- $ 0.85 /ea.
Copies (Color - 11 x 17)---------- $ 1.50 /ea.

Large Format Bond Plots:

24 x 36 ---------- $ 2.50 /ea.
18 x 24 ---------- $ 2.00 /ea.
30 x 42 ---------- $ 3.50 /ea.
30 x 21 ---------- $ 2.50 /ea.
36 x 48 ---------- $ 4.50 /ea.
12 x 18 ---------- $ 1.50 /ea.
11 x 17 ---------- $ 1.50 /ea.

Large Format Reproducibles:

24 x 36 ---------- $ 12.00 /ea.
30 x 42 ---------- $ 15.00 /ea.

Specifications ---------- $ 75.00 /ea.

Presentation Charges:

30 x 42 Color plot ---------- $ 60.00 /ea.
30 x 42 Color plot on board---------- $ 80.00 /ea.

24 x 36 Color plot---------- $ 45.00 /ea.
24 x 36 Color plot on board---------- $ 65.00 /ea.

CD of drawings - $1.00 per drawing recorded on CD

Postage / Shipping / Courier ---------- Cost x 1.10

Fax ----------$ 1.00 per sheet

Travel (Meals, Lodging, Airfare, Rental Car)-------- Cost x 1.10

Mileage ---------- Federal mileage rate x 1.10

CITY COUNCIL
AGENDA ITEM SUMMARY

MEETING DATE: April 19, 2021
AGENDA ITEM: 8f

TO: City Council
FROM: City Administrator Brandon Madden
SUBJECT: Electronic Document Storage

REQUEST

The Council is requested to consider awarding the bid for an electronic document management system to TPM, Inc.

HISTORY/BACKGROUND

Funding was included in the Council approved FY2021 Capital Budget for a city-wide electronic data/document storage system.

ANALYSIS or STAFF FINDINGS

Staff issued a Request for Proposals (RFP) from qualified vendors/vendors for an electronic document management system on February 5th. The RFP closed on March 5th. The City received bids from 13 firms. The evaluation committee reviewed and ranked the bids. The top 3 firms presented demonstrations to the evaluation committee. Subsequently, the evaluation committee recommended awarding the bid to TPM.

The system will be primarily used by the Building and Development Services, Finance, and Human Resources Departments for documents and data. However, it will be available for all Departments, city-wide.

FISCAL IMPACT

The total estimated one-time cost is $10,500, with a recurring cost of $8,865 annually. The funding for the one-time, upfront, cost is available in the current budget, along with the annual cost. Funding can be budgeted in future budgets, starting with FY2023, to cover the annual cost.

RECOMMENDATION

It is recommended that the Council award the bid to TPM for the electronic document storage system.

ATTACHMENTS

RFP
Bids (previously provided)

CITY OF MAULDIN
REQUEST FOR PROPOSALS
(RFP: 2021 – 06)

ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (EDMS)

FEBRUARY 5, 2021

CITY OF MAULDIN
5 E. Butler Road, Mauldin, SC 29662

1. Instructions

1.1. Submission of Proposals

To be considered, interested parties should send one electronic (.pdf) version of a fully responsive proposal. All proposals must be received on March 5, 2021 by noon (closing date and time) at which time they will be opened in the upstairs conference room at City Hall. Proposals can be emailed to mputnam@mauldincitysc.com or mailed to the following address:

City of Mauldin
Mark Putnam
5 East Butler Road
PO Box 249
Mauldin, SC 29662

Offerors wishing to make changes to their proposals after submission but prior to noon may do so by submitting the revisions by fax, email, or hard copy. It is the Offeror's sole responsibility to ensure the revisions are received by the City prior to the closing date and time. Proposals received after the closing date and time may not be accepted or considered.

Responses to this request for proposals will allow the City to rank the Offerors and enter negotiations with the Offeror whose proposal is deemed most advantageous to the City with price and other factors considered. Any questions, requests for clarification, or requests for data in connection with this RFP shall be submitted to the following contact no later than February 26, 2021.

Mark Putnam, Human Resource Director
864-404-3287
mputnam@mauldincitysc.com

2. Introduction

2.1. Purpose

The City is requesting proposals from qualified vendors/vendors for an electronic document management system.

Vendors interested in providing the services must prepare and submit a proposal in accordance with the Scope of Services in this Request for Proposals. The City will review proposals only from those vendors that include all the information required to be included as described herein (in the sole judgment of the City).

2.2. Background

The City of Mauldin is in upstate South Carolina within the boundaries of Greenville County. The City has 25,648 residents and provides a full range of services by roughly 180 City employees.

The City of Mauldin is open to all electronic document management proposals but will consider solutions that work within its current computing environment.

The City's current computing environment consists of:

- Microsoft SQL Server
- Windows XP/Server 2008 R2
- ESRI GIS Platform

The City uses a number of software applications critical to its core operation and mission. The expects that the proposed electronic document management software solution will need to interface or integrate via a well-documented and available API.

Vendors will be evaluated based on the best fit of the vendor proposed solution to the requirements defined. However, the City may use information other than that provided by the vendor in its evaluation. Vendors will be evaluated against the following criteria (listed in no particular order):

- Quality and timeliness of submitted proposal and presentation, if applicable
- Ability to meet the functional, technical, and interface requirements with minimal custom development.
- Provide deliverables and documentation as stated throughout the RFP and under the "Submission Requirements" section of this RFP.
- Financial stability of the organization
- Company experiences with municipal EDMS systems
- Product viability
- Experience and qualifications of the company and its resources
- References
- Total cost of licenses and maintenance fees
- License and maintenance agreement terms and conditions

3. Scope of Work

The scope of services described herein is the minimum necessary to meet the City's objectives. The vendor is expected to expand on the scope of this project by incorporating their expertise and proposed method of approach. The City is seeking to acquire and implement a comprehensive enterprise-wide electronic document management system that will accommodate its expanding needs, improve access to information, streamline workflow and management processes, access control, image capture, retention, public access, etc.

3.1. Initial Phase

It is anticipated that this project will be minimally deployed in its initial phase. Initial Phase: Human Resources, Finance, and Business Development Services

The initial phase will include the installation of functional scanning stations, client software for "primary users" which include the City's Business Development Services Group, the Human Resource Department (2), and the City's Finance Team for a total of ten (10) users. The expectation is that the City will purchase and implement a solution capable of being deployed to the rest of the departments in a later phase so any prerequisites to this type of deployment need to be included in this initial phase or clearly defined as necessary to a citywide deployment and available as modular additions without a complete re-deployment.

This RFP represents the best effort by the City to define its existing and future requirements for a comprehensive electronic document management system. Statements, questions, and information contained within this document should not in any way be construed as binding on the City is subject to final interpretation or modification by the City as seen fit.

3.2. Requirements

This RFP includes a list of submission requirements. Additional items which further explain this project are found in these requirements and should be considered as viable parts of the scope of work.

3.3. Locations of Business Entities

The scope of work includes the following departments and/or entities. The name and geographic location of each is listed below:

City Hall – 5 E Butler Rd Mauldin, SC 29662
Human Resource Department
Finance Department
Business Development Services Department
City Administration

3.4. Goals

The City is seeking a software system that can meet the standards outlined in this document. The system shall (in no particular order) accomplish the following primary goals:

- Provide excellent intra-department and user security controls.
- Provide segregated security by department and by view to include a secured public view of disclosable documents.
- Be capable of operating in an enterprise networking environment.
- Provide the ability to create and store images of documents using non-proprietary image formats.
- Have no proprietary components.
- Have multiple retention schedule capacity.
- Provide excellent integration capacity with external systems.

The proposed solution shall be of an expandable, modular design to readily incorporate additional enhancements in the future. It should be developed, tested, and maintained using a high-quality software development methodology for long-term reliability and technical efficiency.

3.5. Documentation

The City expects the chosen vendor will provide for each software component a complete set of software documentation for users and administrators. The documentation can be printed or downloaded from the vendor's Website. The City will be given permission to reproduce the documentation or parts of the documentation as needed. It is expected that the vendor shall maintain its copyrights to all materials.

3.6. License Structure

The license structure of the proposed solution should accommodate the departments and users as outlined above. The City expects the licensing structure to be based in a manner so that it will also accommodate growth. The City also expects the licensing structure will include price breaks at reasonable intervals for number of licenses acquired by the City.

3.7. Maintenance

Vendors will be required to maintain the proposed system if implemented. The maintenance offering of chosen vendor should clearly outline how the software is maintained including bug fixes, feature and technology upgrades, and assimilation of state-of-the-art technologies.

3.8. Support

The City anticipates the chosen vendor will have the technical expertise, staffing, and protocols to effectively support the implementation of its product in the City. Live support should be offered during City regular business hours at a minimum. Other desirable support options include FAQs, known issues tracking, email and online- live support, and access to support managers and development staff if required.

3.9. Warranty

The City expects all software to be covered by a reasonable warranty period no less than 90 days. All software and hardware warranties should provide for the operability of the system.

3.10. Project Implementation

This section provides a brief description of the expectations, timeline, and training considerations the City anticipates during project implementation. As before, this section is not intended to be exhaustive and the City is relying on vendors who submit proposals to incorporate the highest levels of service and expertise during the implementation phase(s) of this project.

3.11. Expectations

The following list represents the core expectations of the City:

- The City expects vendors to represent their products and services in an accurate and complete way.
- The City expects to provide a fair selection process that evaluates all opportunities presented to the City and that secures the best possible solution for our organization.
- The City seeks to work with an organization that fits with our culture and approach to establishing good customer service and productive business relationships.
- By implementing the selected EDMS solution, the City fully expects to achieve its goals, and because of the EDMS implementation be able to enhance the service we provide our customers.
- The City expects vendors to be motivated towards completion of the project with little to no encouragement by the City and provide support where needed during this project.

3.12. Timeline

The City hopes to complete the initial phase of the implementation by April 30, 2021. This would include all implementation steps, integration development, system testing, training, and any other steps identified by the chosen vendor.

3.13. Training

Training is considered an essential element of this project. One aspect of training the City will be considering heavily is how quickly and easily the proposed system can be adopted by personnel. How difficult is the system to learn? Is it intuitive for users familiar with Microsoft-based systems? Does the system require heavy ongoing training costs? Does the vendor offer user groups and conferences as means of exposure to current and new technologies? We will be looking for answers to these questions and others within RFP responses, demonstrations, and discussions with vendor representatives.

4. Proposal Submission

All proposals should include the following sections:

Section	Section Title	Page Limit(s)
4.1.	Cover Page	**1 page**
4.2.	Executive Summary	**5 pages**
4.3.	Proposal Narrative	**5 pages**
4.4.	Solution Profile	**15 pages**
4.5.	Hardware Requirement	**5 pages**
4.6.	Pricing	**5 pages**
	Required Attachments	

4.1. Cover Page

Include company name, address, phone number, website, and federal tax identification number, as well as the name, phone number, email, and electronic signature for the person authorized to negotiate the contract and make decisions for the organization.

4.2. Executive Summary

Please give an overview of the proposed solution including your company's unique abilities to meet the project requirements, software requirements, and hardware requirements. Include exceptions to the RFP if any.

4.3. Proposal Narrative

The brief written narrative portion of the request for proposal cannot exceed 20 double-spaced pages. Content beyond the 20-page limit will be removed before proposals are evaluated. Proposals that do not include a proposal narrative will be disqualified and will not be considered for funding. Vendor(s) must address the following sections in the proposal narrative:

4.3.1. Company Information

This section provides each vendor with the opportunity of demonstrating how its history, organization, and partnerships differentiate it. Careful attention should be paid to providing information relevant to the City's needs.

4.3.2. History and Profile

Provide a concise profile of your organization to include the following:

- Identify your company, address, phone number, and primary contact information.
- Describe the history of your company.
- What is your total number of installations of the proposed application software product?
- What is your service commitment to customers and measurements used?
- What are your annual sales?
- Are audited or otherwise verifiable financial statements available upon request?
- Is your organization involved in any pending litigation that may affect its ability to provide its proposed solution or ongoing maintenance or support of its products and services?

4.3.3. Organizational Qualifications and References

Please provide an overview of your organization and your organizations experience and qualifications for similar sized projects; includes demonstrating that your organization has sufficient size and depth of management, financial strength, resources, and services to support the need. Vendors should have sufficient staff with sufficient certifications to support the City's patrol car up-fit needs. Please provide at least three references for other clients where you have provided the same/similar services.

4.4. Solution Profile

Please give a detailed description of the solution you are proposing. Include software modules and hardware required to operate the system. Tell why your solution best meets the needs of the City.

4.4.1. Product Descriptions

For each product module you are including in your proposal, provide a detailed description of its purpose, benefits, and key features. Illustrate the dependencies between modules (e.g., if the organization selects modules "C" and "D" it must have module "B"). Additionally, please indicate wherever a module is required or optional.

4.4.2. Documentation

Both system level and user documentation must be provided. List and describe the available documentation that is included in the proposal pricing in this RFP and the media on which it is published.

4.4.3. Maintenance

Describe the details and duration of any manufacturer's warranty on proposed software system.

- How often do you provide product updates?
- Include your firm's willingness and plan for keeping its products up to date. "Up-to-date" is defined as continuously adding or replacing products to take advantage of new technology and complying with emerging industry standards.
- Describe the process by which user input is incorporated into new product releases.

- Does the system require an annual maintenance contract?
- What is included in the annual maintenance contract?

4.4.4. Support

Vendor shall describe the extent and nature of software support services, including web- based and telephone support, and consulting support.

- Do you have a telephone access number for technical phone support? What are the hours of support?
- What is the guaranteed response time for telephone support?
- Do you have the ability to provide direct remote support (dial-up or Internet)? Please describe.
- Describe your support escalation procedure.
- What is your policy for the provision of on-site support?
- Do you maintain a client accessible Internet Knowledge Base of known issues and frequently asked questions?

4.4.5. License Structure

Please describe your software licensing structure in detail. Do so for each product or module if they differ from one another.

4.4.6. Warranty

Describe what is included with the manufacturer's warranty.

4.4.7. Project Implementation

This section covers various aspects of your firm's approach to implementing projects. Please respond with as much relevant detail to the City's project as possible given the information you have been provided in this RFP and/or at the pre-proposal conference (if applicable).

4.4.8. Project Team

List your project team. Provide names, roles, involvement levels and durations, and relevant experience for each person on the team. Describe the level of City staff involvement required during implementation.

4.4.9. Methodology and Approach

- Provide outline and approach for the project.
- Define criteria used for benchmarks in the implementation process.
- Define your criteria to determine when installation is complete.
- Define your procedure for conflict resolution in the event of a disagreement with the City regarding system performance.

4.4.10. Timeline

Provide a proposed schedule for implementation steps.

4.4.11. Training

- Describe what type of training and the number of people to be trained that is included as part of the initial installation.
- Describe how you will schedule and provide for training of end users, technical staff, and system administrators including initial training, consultation, and follow-up training.
- Describe what types of additional training may be available either through your company or through another agency.

4.5. Hardware Requirements

Answer each of the following hardware requirements.

4.5.1. Recommended Hardware Configuration

- Describe in detail all hardware required to implement the proposed software system. Support your suggestions.
- Provide diagram of the recommended hardware configuration.
- Describe the level of City staff expertise required to support the suggested hardware.
- What is expected useful life of the proposed hardware as it relates to our storage needs?
- If your firm is acting as a hardware reseller, describe the details and duration of any manufacturer's warranties on proposed hardware.

4.5.2. Requirements

- Identify any potential performance impact to the existing LAN/WAN and provide recommendations to minimize any performance impact.
- Does the operating system support a 32-bit architecture?
- Software can run using SQL or Oracle.
- Software allows for distributable services. Please explain.
- List minimum client workstation requirements.
- List minimum scan workstation requirements.
- Client workstations must be able to run word processing or any other organization applications concurrently with imaging and database functions.

4.6. Pricing

Your cost table should include complete cost breakdowns for software, hardware, maintenance, training and implementation, and any additional services required.

4.6.1. Software

List and describe the costs for each component of the proposed software.

4.6.2. Hardware

List and describe the costs for each hardware component of the proposed solution.

4.6.3. Maintenance

List and describe in detail the projected maintenance costs involved in this proposed system.

4.6.4. Training and Implementation

- List and describe the costs to train additional 'basic' or 'advanced' users in the future.
- Describe the costs for documentation materials.
- Describe all costs associated with implementing the solution including, consulting, installation, services, travel, and per diem.

4.6.5. Pricing for Optional Items

List and describe pricing for optional items associated with the system.

5. Evaluation Criteria and Contract Award

The City's RFP Evaluation Committee (Evaluation Committee) will review, score, and rank all proposals and make a recommendation to the Finance & Policy Committee. The Finance & Policy Committee will make a recommendation to forward to full City Council for approval for this budgeted capital expenditure. The following, details the points assigned per section:

Proposal Section	Point Value
4.2. Executive Session	20
4.3. Proposal Narrative	20
4.4. Solution Profile	20
4.5. Hardware Requirement	20
4.6. Pricing	20
Total Points	100

During the evaluation process, the Evaluation Committee and the City reserve the right to request additional information or clarification from vendors, or to allow corrections of errors or omissions.

6. Negotiation/Contract

It is anticipated that the ranking of the top proposals will be completed in late March 2021. The City shall negotiate in good faith with the Vendor as ranked. If negotiations with the top responder are not successful, then the City will move on to the next vendor until the City has made a final selection and successfully negotiated and approved a contract agreement for services.

The Vendor's designated authorized negotiator must be empowered to make binding commitments for the successful Vendor and its sub-contractor(s), if any. The City reserves the right to negotiate the final terms of the contract agreements with the successful Vendor. Items that may be negotiated include, but are not limited to, the scope of work, the implementation schedule, and the final award amount.

The City reserves the right to retain all proposals submitted and to use any idea(s) or concepts in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Vendor of the conditions contained in the request for qualifications, unless clearly and specifically noted in the proposal submitted and convened in a subsequent contract

between the City and the Vendor selected. Award will be made to the highest ranked Vendor deemed most advantageous to the City.

7. Questions

The Vendor shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their proposal submission. No consideration will be given after submission of a proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Vendors finding discrepancies or omissions in the RFP or having doubts as to the meaning or intent of any provision, should immediately notify the above listed contact. If there are any changes, additions, or deletions to the proposal scope, conditions, or closing date, all Vendors will be advised by means of an Addendum issued by the City. All Addenda are to become part of the proposal documents and receipt of Addenda should be acknowledged by the Vendor in the submission.

The City reserves the right to accept one or more proposal and to reject any or all proposals submitted as it deems appropriate and in the best interest of the City. The City also reserves the right to terminate this solicitation and reissue a subsequent solicitation, and/or remedy technical errors in the solicitation process.

8. Submittal Process

8.1. Proposal Preparation Cost

All expenses incurred by the Vendors in preparation and submission of this proposal are to be borne by the Vendors, with the express understanding that no claims for reimbursements against the City will be accepted. The City shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that could lead to acceptance of the Proposal and award of a contract.

8.2. Right to Reject Proposals

Submission of a proposal indicates acceptance by the Vendor of the conditions contained in this request for qualifications unless clearly and specifically noted in the proposal submitted and convened in the contract between the City and the Vendor selected. The City reserves the right with prejudice to reject any or all proposals as it deems necessary.

9. General Conditions

9.1. Competition

It is the intent and purpose of the City that this solicitation permits competition. It shall be the Vendor's responsibility to advise the City in writing if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Such notification shall be submitted in writing and must be received by City Hall at least ten (10) calendar days prior to proposals receipt date. A review of such notification shall be made.

9.2. Confidentiality and Proprietary Information

All submissions become the property of the City and will not be returned to the Vendor. The City will consider all proposals submitted as confidential but reserves the right to make copies of all Proposals received for its internal review and for review by its financial, accounting, legal,

and technical consultants. Vendors should be aware that the City of Mauldin is a “public body” as defined in and subject to the provisions of the Freedom of Information Act.

9.3. Conflict of Interest

The Vendor shall disclose in its proposal any actual or potential conflicts of interest and existing business relationships it may have with the City of Mauldin, its elected or appointed officials or employees, any property ownership direct or indirect in the jurisdiction. Vendor certifies by submission of proposal that neither it nor its principals, nor its perspective sub-vendors are presently debarred, suspended, or proposed for debarment by the City of Mauldin or any state of federal department or agency.

9.4. Compliance, Assurance, and Non-collusion

Except as otherwise specified or as arising by reason of the provision of the contract documents, no person whether natural, or body corporate, other than the Vendor has or will have any interest or share in this proposal or in the proposed contract which may be completed in respect thereof. By responding to this RFP, the Vendor agrees that there is no collusion or arrangement between the Vendors and any other actual or prospective Vendors in connection with proposals submitted for this project and the Vendor has no knowledge of the contents of other proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the proposal.

Each Vendor shall comply with all applicable federal, state, and local laws and shall meet all requirements imposed upon this service industry by regulatory agencies. Vendors will submit the Statement of Assurance, Compliance and Non-collusion with its proposal submittal which is enclosed as Attachment A.

9.5. Drug-Free Workplace

Vendor(s) will submit the Drug-Free Workplace Certification with its proposal submittal which is enclosed as Attachment B.

9.6. Insurance

The Vendor shall procure and maintain for the duration of the contract all such insurance, as required by the laws of the State of South Carolina, against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the work hereunder by the Vendor or its individuals, Vendors, agents, representatives, or employees. A breach of the insurance requirements shall be material. Vendors will submit and minimally the below listed insurance. The Vendor will submit their Insurance Certification with its proposal submittal via Attachment C.

9.7. Proposal Guarantees, Warranties and Schedule

The Vendor must furnish items and services identified under Scope of Work in accordance with Conditions, requirements and all other terms as set forth elsewhere herein. The successful Vendor awarded a contract by the City shall warrant that all labor and equipment of the installed systems shall be covered for the period of 1 year in accordance with the terms of the RFP and City Contract/Agreement. The Warranty shall include at a minimum, all hardware and software, as well as software or hardware updated during the warranty

period. For vendors greater than a 30 mile radius of the city, for a period of exactly (1) year after system acceptance, the Vendor shall coordinate for pickup, repair and delivery of all newly installed or related integrated devices or systems that fail to operate correctly. A system failure of any nature within the first year after system acceptance shall be corrected by the Vendor with minimal assistance by the City or its technical designees. Vendors must submit Attachment D with its proposal.

9.8. Litigation

Vendors who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against the City in connection with any contract for works or services, may be considered ineligible. Receipt of proposals from such Vendors may be disqualified from the evaluation process.

9.9. No Contract

This RFP is not a tender and does not commit the City in any way to select a preferred Vendor. By submitting a proposal and participating in the process as outlined in this RFP, Vendors expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on the City of Mauldin by this RFP or submissions prior to the completed execution of a formal written Contract.

9.9.1. Save Harmless

The successful bidder shall indemnify and save harmless the City and all city officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trademark, or copyright. The bidder shall have no liability to the City is such patent, trademark, or copyright infringement or claim based upon the bidders use of material furnished to the bidder from the City.

9.9.2. Publicity Releases

Awardee agrees not to refer to award of this RFP in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

9.9.3. Governing Law

The agreement and any dispute, claim, controversy relating to the agreement shall in all respects be interpreted, construed, enforced, and governed by and under the ordinances of the City of Mauldin and the laws of the State of South Carolina. All disputes, claims or controversies relating to the agreement shall be resolved exclusively by the City Administrator in accordance with City ordinance and / or State law, or in the absence of jurisdiction, only the Court of Common Pleas for, or a Federal Court located in Greenville County, State of South Carolina.

9.9.4. Termination

Subject to the conditions below, the contract may be terminated for any reason by the City providing thirty (30) days advance written notice is given to the vendor.
For Convenience – in the event that this contract is terminated or cancelled upon request and for the convenience of the City without the required thirty (30) days advance written notice, them the City may negotiate reasonable termination cost, if applicable.

For Cause – termination by the City for cause, default, or negligence on the part of the vendor or their sub-vendor shall be excluded from the foregoing conditions; termination cost, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default clauses in this bid apply.

9.9.5. Payment for Goods and Services

Payment for goods and services received by the City shall be processed in accordance with local ordinances and policies.

9.9.6. Vendor Schedule

The Vendor also understands by executing and dating this document their proposed prices/costs shall hold Vendor for a period of not less than one hundred and twenty (120) calendar days after the date of the solicitation award.

ATTACHMENT A – COMPLIANCE, ASSURANCE AND NON-COLLUSION

Statement of Assurance, Compliance and Non-collusion

State of _____
County of _____
City of_____, being first duly sworn, deposes and says that:

1. The undersigned, as Vendor, certifies that every provision of this Submittal have been read and understood.

2. The Vendor hereby provides assurance that the Firm represented in this Submittal:
    a. Will comply with all requirements, stipulations, terms and conditions asstated in the Submittal/Submittal document; and

    b. Currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this solicitation; did not participate in the development or drafting specifications, requirements, statement of work, scope of work etc. relating to this solicitation; and

    c. Is not guilty of collusion with other Vendors possibly interested in this Submittal in arriving ator determining prices and conditions to be submitted; and

    d. No person associated with Vendor's Firm is an employee of the City of Mauldin. Should Vendor, or Vendor's Firm have any currently existing agreements with the City, Vendor must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation;and

    e. That such agent as indicated below is officially authorized to represent the Firm in whose name the Submittal is submitted.

Company name:	
Name of Agent (Print or Type):	
Title:	***Date:***
Signature of Agent:	
Telephone #	***Fax #:***
Federal Identification Number:	
Email address:	
Subscribed and sworn to me this day of	
my commission expires:	***Title:***

(Must be notarized by a Notary Public)

SEAL

ATTACHMENT B – DRUG-FREE WORKPLACE CERTIFICATION

DRUG-FREE WORKPLACE CERTIFICAITON

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the award of the above-referenced contract, the undersigned, who is a member of the Firm of (hereinafter contractor) certifies on behalf of the contractor that the contractor will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of the prohibition;

2. Establishing a drug-free awareness program to inform employees about:
    a. The dangers of drug abused in a workplace;
    b. The person's policy of maintaining a drug-free workplace;
    c. Any available drug counseling, rehabilitation, and employee assistance programs: and
    d. The penalties that may be imposed upon employees for drug violations;

3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by item (1);

4. Notifying the employee in the statement required by item (1) that, as a condition of employment on the contract or grant, the employee will:
    a. Abide by the terms of the statement; and
    b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;

5. Notifying the City of Mauldin within ten days after receiving notice under item (4) (b) from an employee or otherwise receiving actual notice of the conviction;

6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).

Company name:	
Name of Agent (Print or Type):	
Title:	***Date:***
Signature of Agent:	
Telephone #	***Fax #:***
Federal Identification Number:	
Email address:	
Subscribed and sworn to me this day of	
my commission expires:	***Title:***

(Must be notarized by a Notary Public) ***SEAL***

ATTACHMENT C – INSURANCE

INSURANCE – PROFESSIONAL SERVICES

The Offeror shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the work hereunder by the individual or the Firm, his agents, representatives, or employees. The cost of such insurance shall be included in the fee proposed.

For the purpose of this clause, the term "professional individual or Firm" shall also include the individual's or Firm's respective officers, agents, officials, employees, volunteers, boards and commissions.

A. Minimum Scope and Limits of Insurance

1. Broad Form Comprehensive General Liability
   $1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, to include products and any completed operations.

2. Automobile Liability
   $1,000,000 combined single limit per occurrence for bodily injury and property damage

3. Umbrella Liability
   $1,000,000 per occurrence, following form.

4. Workers' Compensation
   Limits as required by State of South Carolina.

5. Employers' Liability
   - $100,000 each accident
   - $500,000 disease/policy limit
   - $100,000 disease/each employee

6. Professional Liability (if used on a claims-made basis, insurance coverage shall be maintained for the duration of the contract and for two years following contract completion.)
   - $1,000,000 per occurrence
   - $2,000,000 aggregate

7. Personal Property Coverage
   Adequate insurance to cover the value of personal property belonging to the Vendor while located on City of Mauldin property, while in use or in storage, for the duration of the contract.

8. Liability (General, Automobile, Professional) Coverage;
   a. “The City of Mauldin and its respective officers, agents, officials, employees, volunteers, boards and-commissions" are to be named as additional insured’s with regards to liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, leased or used by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the City.

b. The Vendor's insurance coverage shall be the primary insurance as regards to this contract with the City. Any insurance or self-insurance maintained by the City shall be in excess of the Vendor's insurance and shall not contribute with it.

c. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City.

d. Coverage shall state that the Vendor's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

9. Workers' Compensation and Employer's Liability Coverage
   a. The insurer shall agree to waive all rights of subrogation against City of Mauldin for losses arising from the work performed by the Vendor for the City.

   b. If State statute does not require the Vendor to obtain Workers' Compensation insurance, then the Vendor shall furnish the City with adequate proof of the self- employment status. The Vendor agrees to waive all rights of claims against the City for losses arising from the work performed by the Vendor. In the event that during the contract this self-employment status should change, the Vendor shall immediately furnish proper notice to the City and a certificate of insurance indicating that Workers' Compensation insurance and Employer's Liability coverage has been obtained in the correct amounts by the Auditor as required by this Exhibit.

10. Acceptability of Insurers
    a. Insurance is to be placed with insurers which have a Best's rating of at least A.

    b. Insurance companies must either be licensed to do business in the State of South Carolina or be deemed to be acceptable by the City Administrator.

11. Verification of Coverage
    The Vendor shall furnish the City with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City Administrator before work commences. Renewal of expiring certificates shall be filed thirty days prior to expiration. The City reserves the right to require complete, certified copies of all required policies, at any time.

B. Aggregate Limits
   Any aggregate limits must be declared to and be approved by the City of Mauldin.

C. Deductibles and Self-Insured Retentions
   Any deductibles or self-insured retentions must be declared to and be approved by the City in writing. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as regards the City or the Vendor shall procure a bond which guarantees

payment of the losses and related investigations, claims administration and defense expenses. At no time will the City be responsible for the payment of deductibles or self- insuredretentions.

D. Notice of Cancellation or Non-renewal
Each insurance policy required by this Exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced, either in coverage or in limits, except after thirty days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Other Insurance Provisions
The policies are to contain, or be endorsed to contain, the following provisions;

All insurance documents required by this Exhibit shall be mailed to
Mark Putnam, PO Box 249 Mauldin SC 29662.

Company name:	
Name of Agent (Print or Type):	
Title:	***Date:***
Signature of Agent:	
Telephone #	***Fax #:***
Federal Identification Number:	
Email address:	
Subscribed and sworn to me this day of	
my commission expires:	***Title:***

(Must be notarized by a Notary Public)

SEAL

ATTACHMENT D – PROPOSAL GUARANTEES, WARRANTIES AND SCHEDULE

PROPOSAL/PROPOSER GUARANTEES, WARRANTIES AND SCHEDULE

Proposer Guarantees
The proposer certifies it can and will provide and make available, at a minimum, all services set forth in this RFP/RFQ.

Proposer Warranties

1. Proposer warrants that it is willing and able to comply with State of South Carolina laws with respect to foreign (non-state of South Carolina) corporations.

2. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.

3. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission and consent of the City of Mauldin.

4. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Proposer Schedule
The Offeror also understands by executing and dating this document their proposed prices/costs shall hold Firm for a period of not less than *ninety (90)* calendar days after the date of the solicitation award.

Company name:	
Name of Agent (Print or Type):	
Title:	***Date:***
Signature of Agent:	
Telephone #	***Fax #:***
Federal Identification Number:	
Email address:	
Subscribed and sworn to me this day of	
my commission expires:	***Title:***

(Must be notarized by a Notary Public)

SEAL