CITY COUNCIL MEETING

MONDAY, AUGUST 16, 2021 | 7:00 PM

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

Please note that members of the public are encouraged to participate remotely through Zoom. Please visit the City's website at https://cityofmauldin.org/your-government/meeting-minutes-agendas/ to access the meeting via audio and videoconferencing.

CITY OF MAULDIN
CITY COUNCIL MEETING AGENDA AUGUST 16, 2021, 7:00 P.M
CITY HALL – COUNCIL CHAMBERS 5 E. BUTLER ROAD

1. Call to Order Mayor Merritt

a. Welcome
b. Invocation
c. Pledge of Allegiance

2. Proclamations and Presentations Mayor Merritt

a. None

3. Reading and Approval of Minutes Mayor Merritt

a. City Council Meeting July 19, 2021 [Pages 4-8]
b. Special Called– July 22, 2021 [Pages 9-10]
c. Special Called Council Meeting – July 27, 2021 [Pages 11-12]
d. Special Called Council Meeting- July 30, 2021 [Page 13]
e. Special Called Council Meeting- August 2, 2021 [Page 14]

4. Public Comment Mayor Merritt

5. Report from City Administrator City Administrator Brandon Madden

6. Report from Standing Committees

a. Finance and Policy (Chairperson Reynolds)

b. Public Safety (Chairperson King)

c. Public Works (Chairperson Kraeling)

d. Economic Planning & Development (Chairperson Matney)

e. Building Codes (Chairperson Kuzniar)

f. Recreation (Chairperson Black)

7. Unfinished Business Mayor Merritt

There is no unfinished business.

8. New Business

Ordinances – First Reading

a. An ordinance to rezone property consisting of approximately 1 acre located at 227 E. Butler Road (tax map parcel: M004.02 -01-010.00) and providing an effective date [Pages 15-20] Councilor Kuzniar

b. An ordinance to rezone property consisting of approximately 12.5 acres located at Ashmore Bridge Road and Fork Shoals Road (portions of tax map parcel: 0411.00-01-001.00) and providing an effective date [Pages 21-27]	Councilor Kuzniar
Standing Committee Items	
c. GIS Services [Pages 28-30]	Councilor Kraeling
d. Acceptance of Utility Tax Credits [Page 31]	Councilor Matney
e. EPA Brownfields Grant [Pages 32-83]	Councilor Matney
f. Cultural Center Lobby / Plaza [Pages 84-92]	Councilor Matney
g. A resolution to adopt an update to the Greenville County Multi-Jurisdictional Hazard Mitigation Plan [Pages 93-94]	Councilor Kuzniar
h. Inmate Labor Agreement [Pages 95-102]	Councilor King
i. CMAR Fire Station [Pages 103-123]	Councilor King
Committee of the Whole	Mayor Merritt
j. Consideration of an Ordinance	
9. Public Comment	Mayor Merritt
10. Council Concerns	Mayor Merritt
11. Adjournment	Mayor Merritt

MINUTES
CITY OF MAULDIN
CITY COUNCIL MEETING JULY 19, 2021, 7:00 P.M
CITY HALL – COUNCIL CHAMBERS 5 E. BUTLER ROAD

Members present: Mayor Terry Merritt, Council members Dale Black, Carol King, Taft Matney, Jason Kraeling, Diane Kuzniar and Michael Reynolds.

Others present: City Administrator Brandon Madden and City Attorney John Duggan

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

2. Proclamations and Presentations
   a. Livewell Greenville presentation

   Sally Wills from Livewell gave a presentation regarding "Back to Life", which is a program targeting childhood obesity, helping people who have food insecurities, and also encouraging receipt of covid vaccines. There will be a "Back to Life" event on August 7th from 10am-2pm at Springfield Park.

3. Reading and Approval of Minutes
   a. City Council Meeting Regular and Special Called– June 21, 2021

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

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

   b. Special Called Council Meeting – June 28, 2021

   Motion: Councilwoman King made a motion to approve the minutes with Councilman Reynolds seconding. Councilman Matney stated that he was not in attendance at the meeting due to a previously scheduled work conflict and would not vote.

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

   c. Special Called Council Meeting- July 12, 2021

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

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

4. Public Comment- None

5. Report from City Administrator-City Administrator Brandon Madden reminded Council that if any member was interested in being a liaison to the Greenville Transit Authority to please let him or the Municipal Clerk know.

6. Report from Standing Committees
   a. Finance and Policy (Chairperson Reynolds)
   b. Public Safety (Chairperson King)- Chairwoman King thanked the Police and Fire departments for their help coordinating the community cookout on Saturday. National Night out will be held Tuesday, August 3rd at 5:00 p.m.
   c. Public Works (Chairperson Kraeling)- Chairman Kraeling reported the Public Works department is moving into their new facility.
   d. Economic Planning & Development (Chairperson Matney)- Chairman Matney thanked the Community Development Department for presenting Beachin' Fridays. He has heard comments from citizens that they would like to see other events held on Friday nights.
   e. Building Codes (Chairperson Kuzniar)- Chairwoman Kuzniar reported that inspections have doubled from last year and that 14 new businesses opened in the month of June.
   f. Recreation (Chairperson Black)

7. Unfinished Business
   Ordinances—Second and Final Reading

   a. An Ordinance to provide for the annexation of 0.83 acres of property owned by David M. Adams, Sr., et. al., and located at Fowler Circle near Ashmore Bridge Road (portion of tax map parcel: M007.01-01-003.06) by one hundred percent petition method; and to establish a zoning classification of R-15, residential, for said property

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

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

   b. An Ordinance to provide for the annexation of 0.5 acres of property owned by 807 Holland Rd, LLC, and located at 807 Holland Road (portion of tax map parcel: 0546.01-01-024.02), by one hundred percent petition method; and to establish a zoning classification of S-1, services, for said property

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

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

8. New Business

   Ordinances – First Reading

   There are no ordinances for First Reading

Standing Committee Items

a. Resolution for an Agreement with Crawford Strategies

Motion: Chairman Matney made a motion to approve this agreement with Councilman Reynolds seconding.

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

b. Maintenance Agreement with the South Carolina Department of Transportation

M**otion:** Chairman Matney made a motion to approve this agreement regarding the pedestrian bridge project with Councilman Kraeling seconding.

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

c. Cely Construction GMP (Guaranteed Maximum Price)

Motion: Chairman Kraeling made a motion to approve the GMP Amendment with Cely Construction for the construction rehabilitation of the Public Works headquarters at E. Standing Springs Road. Councilman Matney seconded the motion.

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

d. FY 2022 Road Paving

M**otion:** Chairman Kraeling made a motion to approve the FY 2022 paving list with Councilwoman King seconding.

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

e. Bocce Ball

Motion: Chairman Black made a motion to approve the construction of a Bocce ball court at the Senior Center with Councilwoman Kuzniar seconding.

The City will be reimbursed approximately half of the project cost from GCRA.

Councilwoman Kuzniar asked if the equipment would be provided by the players, or if the City would buy the equipment. Mr. Cumalander said there would be a checkout process for the equipment. The equipment would be borrowed for play and returned. Some participants will bring their own equipment.

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

f. Review of City Ordinance section 2-33

This is discussion only regarding remote participation by Council.

Mayor Merritt asked each Council member to state their opinion on this item.

Councilman Matney said when Council members are elected, they know when the meetings take place- the 1st and 3rd Mondays of every month. There are times when there are rescheduled meetings or special called meetings. There is room for compromise, but unless something serious comes up, Council should be at the regularly scheduled meetings in person.

Councilwoman King agreed with Councilman Matney. When you sign up and are elected, you know the regular meeting schedule is written in stone. She thinks members should be at the regular meetings on the 1st and 3rd Mondays in person. She does think there should be a provision for participation for a special called meeting, but does not want that to be used as a convenience. There is some tweaking that should be done, but there is room for compromise.

Councilman Kraeling agreed. He does think there should be an exception for a medical reason if the person would like to participate remotely.

Chairman Reynolds said he would like the extenuating circumstances section to be more defined such as medical condition or death of immediate family member or self.

Councilman Black said he tries to schedule everything around the scheduled Council and committee meetings. There are occasions when vacations with family cannot be scheduled for another time due to schedule conflicts. Meetings are important, but family time is the most important. He will be present at every meeting he can. Zoom meetings can be difficult to participate in because internet connections can be lost, and it is hard to hear some items. If the Governor issues an emergency order, then Council members can participate remotely. If not, elected officials should be in person at meetings if they can be.

Councilwoman Kuzniar said she would like to keep this ordinance in place and maybe fine-tune it. She agrees with the other comments that have been made.

Councilwoman King mentioned that Simpsonville does not have an option to remote-in and neither does Fountain Inn.

Chairman Reynolds said anyone can Zoom in to watch the meeting, but the question is whether you have a right to vote and exercise your duties as a Council member.

Councilwoman Kuzniar said Greenville County allows for remote participation. We do not have to do what the other cities around us do. We need to do what is best for our City.

Mayor Merritt said he also talked to the City of Greer. They allowed for remote participation during Covid, but do not allow it now. He said he chaired a meeting during Covid and did not like it. It didn't work very well, there was no clarity, and the meeting was hard to hear. He likes to meet in person and see everyone's faces. He will attempt to Zoom in as a citizen if he cannot attend a meeting in person, but will not fully participate.

The Mayor said it is very difficult to define extenuating circumstances. Mr. Duggan has worked to come up with a list. The Mayor said he also understands it is hard to get everyone gathered for a vacation, and sometimes Council members need to miss a meeting. He thinks there can be a

compromise. Whatever Council wants to do is what we will do. The Mayor does not have a preference either way. We are working our way through many ordinances that have been around for a long time. He thanked Council for the effort and discussions on this issue.

Committee of the Whole

g. Consideration of Resolution

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

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

The purpose of this resolution is to request that the Planning Commission conduct a review at a public hearing to consider amending the Mauldin Zoning Ordinance to limit the number of thrift stores that may locate in Zoning Districts C1, C2, CRD, and S1.

Motion: Councilwoman Kuzniar made a motion to accept this resolution. Councilman Matney seconded the motion.

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

9. Public Comment- None
10. Council Concerns- None
11. Adjournment- Mayor Merritt adjourned the meeting at 7:45 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

MINUTES
CITY OF MAULDIN
SPECIAL CALLED CITY COUNCIL MEETING JULY 22, 2021, 2:00 PM
CITY HALL - COUNCIL CHAMBERS 5 E. BUTLER ROAD

Members present: Mayor Terry Merritt, Council members Taft Matney, Carol King, Jason Kraeling, Michael Reynolds, Dale Black, and Diane Kuzniar.

Others present: City Attorney John Duggan and City Administrator Brandon Madden

1. Call to Order- Mayor Merritt

   a. Invocation- Councilman Matney

   b. Pledge of Allegiance- Councilman Matney

   c. Welcome- Mayor Merritt

Motion: Councilman Matney made a motion to add an executive session to the agenda under emergency circumstances. Councilwoman King seconded the motion.

Vote: The vote by roll call was as follows: Councilman Matney- aye, Councilwoman King- aye, Councilman Kraeling- aye, Councilman Reynolds- aye, Councilman Black- aye, Councilwoman Kuzniar- aye, and the Mayor voted aye as well. The vote on the motion to add an item to the agenda was unanimous (7-0).

Motion: Councilman Matney made a motion to adjourn into executive session under exigent circumstances for legal advice regarding Club Epic as allowed by State Statute Section 30-4-70 (a)(2). Councilwoman King seconded the motion.

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

Mayor Merritt reconvened the meeting at 5:10 p.m. Councilman Matney reported that no decisions were made, and no action taken in executive session.

Motion: Councilman Matney made a motion to postpone the public hearing as the parties have entered into negotiations to try and come to a resolution on this matter. Councilwoman Kuzniar seconded the motion.

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

2. New Business

   a. Public Hearing to consider revocation of business license for Club Epic/ Dynasty Lounge- Postponed

3. Adjournment- Mayor Merritt adjourned the meeting.

Respectfully Submitted,

Cindy Miller
Municipal Clerk

MINUTES
CITY OF MAULDIN
SPECIAL CALLED CITY COUNCIL MEETING AGENDA JULY 27, 2021, 7:00 PM
CITY HALL - COUNCIL CHAMBERS 5 E. BUTLER ROAD

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

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

1. Call to Order- Mayor Merritt

   a. Invocation- Councilman Matney

   b. Pledge of Allegiance- Councilman Matney

   c. Welcome- Mayor Merritt

2. New Business

   a. Motion to enter into Executive Session to consider a contractual matter and to receive legal advice related to Club Epic/ Dynasty Lounge as allowed by State Statute Section 30-4-70 (a)(2)

      Motion: Councilwoman King made a motion to go into executive session with Councilman Matney seconding.

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

      Mayor Merritt reconvened the meeting at 9:50 p.m. Councilwoman King reported no decisions were made and no action taken in executive session.

   b. Possible action on items discussed in Executive Session

      Motion: Councilwoman King made a motion to accept a resolution to approve an agreement with Upstate Entertainment, LLC d/b/a the Dynasty Lounge at Club Epic and to authorize the Mayor to execute the settlement agreement. Councilman Reynolds seconded the motion.

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

      Mayor Merritt said this Council has spent a lot of time and effort negotiating an agreement with Upstate Entertainment and their legal counsel. Under the agreement the club will need to relocate outside of the City limits by November 30, 2021. The Mayor thanked Council for all of the effort to negotiate the agreement.

3. Public Comment- None

4. Council Requests- None

5. Adjournment- Mayor Merritt adjourned the meeting at 9:55 p.m.

Respectfully Submitted,

Cindy Miller
Municipal Clerk

MINUTES
CITY OF MAULDIN
SPECIAL CALLED CITY COUNCIL MEETING JULY 30, 2021, 1:30 PM
CITY HALL - COUNCIL CHAMBERS 5 E. BUTLER ROAD

Members present: Mayor Terry Merritt, Council members Taft Matney, Carol King, Jason Kraeling, Dale Black, Diane Kuzniar and Michael Reynolds.

Others present: City Administrator Brandon Madden

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

2.New Business
   a. Motion to enter into Executive Session to consider a personnel matter related to the police department allowed by State Statute Section 30-4-70 (a)(1)

      Motion: Chairwoman King made a motion to go into executive session with Councilman Kraeling seconding.

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

      Mayor Merritt reconvened the meeting at 6:35 p.m. Chairwoman King reported that no decisions were made and no action taken in executive session.

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

3.Public Comment- None
4.Council Requests- None
5.Adjournment- Mayor Merritt adjourned the meeting at 6:36 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

MINUTES
CITY OF MAULDIN
SPECIAL CALLED CITY COUNCIL MEETING
AUGUST 2, 2021, 5:30 PM
CITY HALL - COUNCIL CHAMBERS 5 E. BUTLER ROAD

Members present were Mayor Terry Merritt, Council members Taft Matney, Jason Kraeling, and Diane Kuzniar. Councilmembers Dale Black and Michael Reynolds were not present. Councilwoman King joined at the beginning of the executive session.

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

2. New Business
   a. Motion to enter into Executive Session to consider a contractual matter related to the fire department as allowed by State Statute Section 30-4-70 (a)(2)

   b. Motion to enter into Executive Session on an economic development matter as allowed by State Statute Section 30-4-70 (a) (5)

      Motion: Councilman Matney made a motion to go into executive session to discuss the two matters listed above. Councilman Kraeling seconded the motion.

      Vote: The vote was unanimous (4-0).

      Mayor Merritt reconvened the meeting at 6:08 p.m. Councilman Matney reported that no decisions and no actions were taken in executive session.

   c. Possible action on items discussed in Executive Sessions

3. Public Comment- None
4. Council Requests- None
5. Adjournment- Mayor Merritt adjourned the meeting at 6:10 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

CITY COUNCIL
AGENDA ITEM

MEETING DATE: August 16, 2021

AGENDA ITEM: 8a

TO: City Council

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

SUBJECT: Rezoning at 227 E Butler Road

OWNER(S):	**Mary Sue Barbrey**
AUTHORIZED REP(S):	Brenda Richter, Executor
TAX MAP NUMBER(S):	M004.02-01-010.00
LOCATION:	227 E Butler Road
CURRENT ZONING:	R-12, Residential
REQUESTED ZONING:	C-2, General Commercial
SIZE OF PROPERTY:	Approx. 1 acre

REQUEST

The City of Mauldin has received a signed petition requesting the rezoning of a tract of land pursuant to Section 4:2 of the Mauldin Zoning Ordinance. This petition includes approximately 1 acre located at 227 E Butler Road.

The applicant has requested that this tract be rezoned from R-12, Residential, to C-2, General Commercial. This property is currently occupied by a single-family dwelling. The owner's family is planning to market this property for commercial development. At present, there are no development prospects for this tract.

HISTORY/BACKGROUND

This property is located at the intersection of East Butler Road and Old Mill Road. This is located along the section of East Butler Road that is being considered by SCDOT for road improvements. Since there are currently no development prospects for this tract, it is expect that the future commercial development of this tract will be able to accommodate the forthcoming road improvements being planned by SCDOT.

ZONING ANALYSIS

Existing Zoning Classification

The R-12 zoning designation is a low density residential district intended to provide single-family living and related facilities such as recreational, religious, and educational facilities.

R-12 Zoning allows a minimum 12,000-square foot lot (comparable density of 3.6 units per acre)

Proposed Zoning Classification

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

Surrounding Development/Zoning

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

Direction	Zoning District(s)	Existing Use(s)
North	R-12 (City)	Mauldin Mobile Home Park
South	C-2 (City)	CVS Pharmacy
East	R-12 (City)	Single-family residence
West	C-2 (City)	Expressway Gas Station; Watertech water purification company

Comprehensive Plan Analysis

This property is designated as a "regional corridor" in the future land use map of the comprehensive plan. A regional corridor is described in the comprehensive plan as intended for the most intense commercial uses, including "big-box" retail, drive-through restaurants, large shopping centers, and automotive service centers.

REVIEW CRITERIA

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

A. Consistency with the Comprehensive Plan or, if conditions have changed since the Comprehensive Plan was adopted, consistency with the overall intent of the Plan, recent development trends, and the general character of the area;

B. Suitability of the site's physical, geological, hydrological and other environmental features to support the breadth and intensity of uses that could be developed in the proposed zoning district;

C. Compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning districts in terms of suitability of location, impacts on the environment, noise, density, nature of use, traffic impacts, aesthetics, ability to develop adjacent properties under existing zoning, and potential influence on property values;

D. Capacity of public infrastructure and services to sufficiently accommodate all potential uses allowed in the proposed district without compromising public health, safety or welfare; and

E. Public need for the potential uses permitted in the requested zoning district.

STAFF FINDINGS

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

A. ***Comprehensive Plan Consistency***

The Comprehensive Plan supports the current C-2, commercial zoning of the tract.

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

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

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

This is tract is located along a corridor that is largely considered an emerging commercial corridor. The following businesses are already located at this intersection: CVS Pharmacy, Expressway gas station and convenience store, Watertech water purification company, Liquor Xpress, and Carolina Auto repair shop.

D. ***Infrastructure Capacity***

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

E. ***Public Need***

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

RECOMMENDATION

Consider approval of first reading of this ordinance

TIMELINE

In June, 2021, the applicant made application to the City of Mauldin for this rezoning.

On July 27, 2021, the Planning Commission held a public hearing and voted, 7-0, to recommend approval of this rezoning.

On August 2, 2021, the Building Codes Committee forwarded this matter to the City Council with a recommendation of approval.

ATTACHMENTS

Proposed Ordinance (maps included therein)

ORDINANCE # _____

AN ORDINANCE TO REZONE PROPERTY CONSISTING OF APPROXIMATELY 1 ACRE LOCATED AT 227 E. BUTLER ROAD (TAX MAP PARCEL: M004.02-01-010.00) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Brenda Richter, on behalf of Mary Sue Barbrey, has petitioned the City of Mauldin to rezone +/- 1 acre from the R-12, Residential District to the C-2, Commercial District; and

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

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

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

WHEREAS, the Mauldin Planning Commission has given favorable recommendation to the zoning application; and

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

Section 1. That the property described in zoning docket PC-2021-11-RZ and Greenville County Tax Map Parcel M004.02-01-010.00 be rezoned from R-12, Residential, to C-2, Commercial.

The property is further identified on the attached exhibits that are hereby incorporated into this ordinance, including Exhibit 1, Zoning Map, and Exhibit 2, Property Map.

Section 2. This ordinance shall become effective upon and after its final passage.

Passed on First Reading _____

Passed on Second Reading _____

CITY OF MAULDIN, SOUTH CAROLINA

ATTEST: BY: _____
Terry Merritt, Mayor

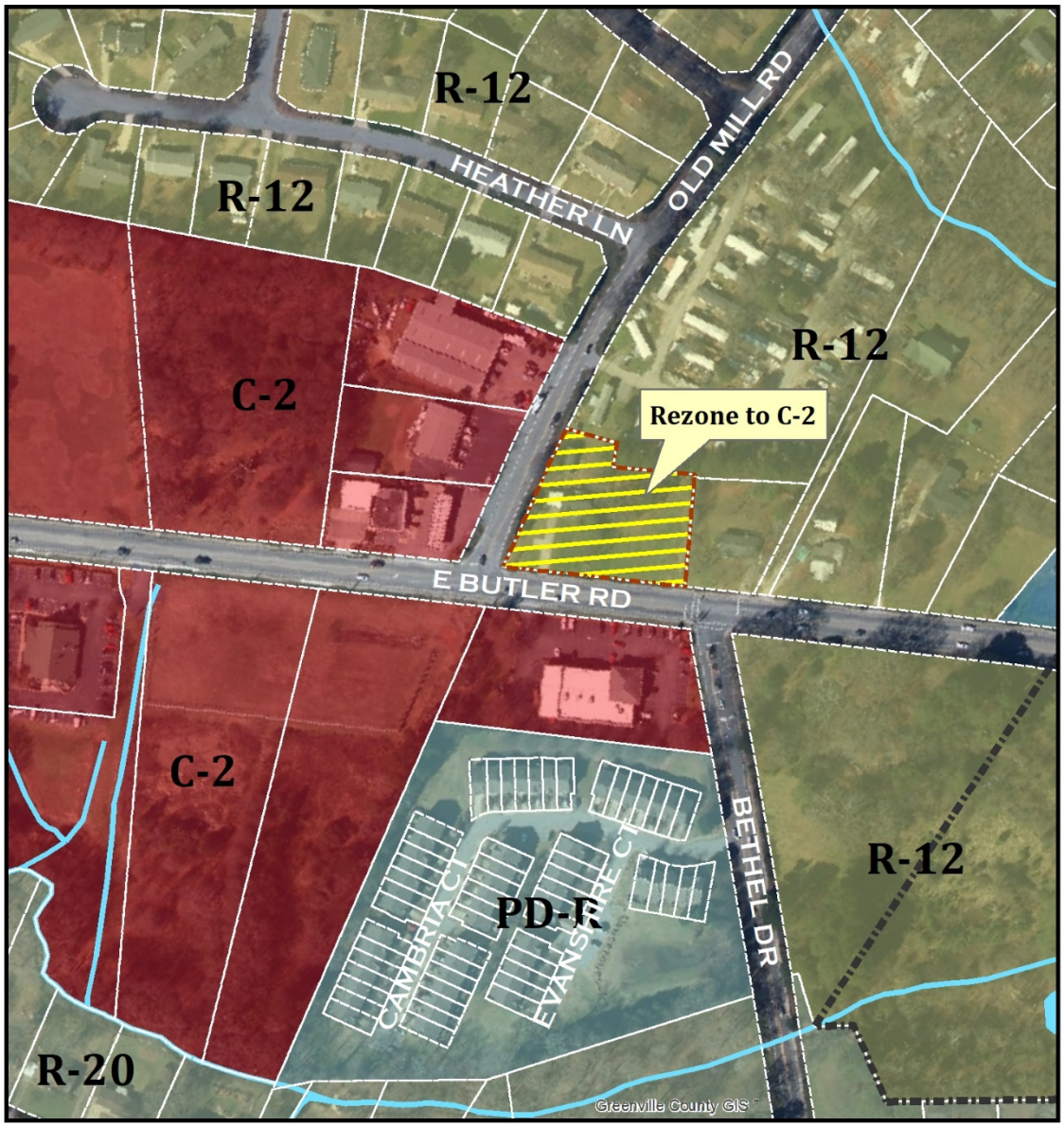
_____
Cindy Miller, Municipal Clerk

APPROVED AS TO FORM:

_____
John Duggan, City Attorney

EXHIBIT 1

ZONING MAP



Legend

- Subject Tract
- City of Mauldin Boundary
- Parcels
- Water Body

Feet
0 200

Created on July 15, 2021

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EXHIBIT 2

PROPERTY MAP

Legend

- Subject Tract
- City of Mauldin Boundary
- Parcels
- Water Body

0 200 Feet

Created on July 15, 2021

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CITY COUNCIL
AGENDA ITEM

MEETING DATE: August 16, 2021

AGENDA ITEM: 8b

TO: City Council

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

SUBJECT: Rezoning at the Outparcels of Arden Woods

OWNER(S):	**John Beeson • Mark III Properties, LLC**
AUTHORIZED REP(S):	Paul Harrison • Bluewater Civil Design, LLC
TAX MAP NUMBER(S):	0411.00-01-001.00
LOCATION:	Ashmore Bridge Road and Fork Shoals Road
CURRENT ZONING:	R-M, Residential & C-2, Commercial
REQUESTED ZONING:	Reconfigure the R-M and C-2 zoning
SIZE OF PROPERTY:	Approx. 205 acres (about 12.5 acres affected by rezoning)

REQUEST

The City of Mauldin has received a signed petition requesting the reconfiguration of the zoning at a tract of land pursuant to Section 4:2 of the Mauldin Zoning Ordinance. This petition includes approximately 12.5 acres located at Ashmore Bridge Road and Fork Shoals Road.

The applicant has requested that current R-M, Residential, and C-2, Commercial zoning be reconfigured at this tract. Specifically, the applicant would like to expand the R-M zoning on the north side of Ashmore Bridge Road at Fork Shoals Road to accommodate the amenity area for the Arden Woods subdivision. Additionally, the applicant would like to expand the C-2 zoning on the south side of Ashmore Bridge Road at Fork Shoals Road to better accommodate the marketability of the outparcel for a grocery store or small retail center.

HISTORY/BACKGROUND

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

This proposed reconfiguration of the zoning at this tract would result in 9.67 acres zoned as C-2, yielding a net increase of about 1.67 acres of C-2 zoning at this intersection. To accommodate this expanded footprint of the C-2 zoning district, the number of lots in the Arden Woods subdivision would decreased by about 91 to 715 lots (388 detached single-family homes and 327 attached single-family homes).

ZONING ANALYSIS

Existing Zoning Classifications

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

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

Surrounding Development/Zoning

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

Direction	Zoning District(s)	Existing Use(s)
North	R-M (City)	Arden Woods subdivision
South	R-M (City)	Arden Woods subdivision
East	R-M (City)	Arden Woods subdivision
West	C-2 (City)	Undeveloped property owned by Spinx

Comprehensive Plan Analysis

This portion of the property fronting Fork Shoals Road is designated as a “community corridor” in the future land use map of the comprehensive plan. A community corridor is described in the comprehensive plan as intended for commercial uses, including professional offices, office parks, mixed-use developments, restaurants, and small retail centers.

REVIEW CRITERIA

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

A. Consistency with the Comprehensive Plan or, if conditions have changed since the Comprehensive Plan was adopted, consistency with the overall intent of the Plan, recent development trends, and the general character of the area;

B. Suitability of the site’s physical, geological, hydrological and other environmental features to support the breadth and intensity of uses that could be developed in the proposed zoning district;

C. Compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning districts in terms of suitability of location, impacts on the environment, noise, density, nature of use, traffic impacts, aesthetics, ability to develop adjacent properties under existing zoning, and potential influence on property values;

D. Capacity of public infrastructure and services to sufficiently accommodate all potential uses allowed in the proposed district without compromising public health, safety or welfare; and

E. Public need for the potential uses permitted in the requested zoning district.

STAFF FINDINGS

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

A. ***Comprehensive Plan Consistency***

The Comprehensive Plan supports this reconfiguration of the R-M and C-2 zoning at this tract.

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

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

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

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

D. ***Infrastructure Capacity***

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

E. ***Public Need***

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

RECOMMENDATION

Consider approval of first reading of this ordinance

TIMELINE

In June, 2021, the applicant made application to the City of Mauldin for this rezoning.

On July 27, 2021, the Planning Commission held a public hearing and voted, 6-0, to recommend approval of this rezoning (one planning commission member was recused due to a conflict of interest).

On August 2, 2021, the Building Codes Committee forwarded this matter to the City Council with a recommendation of approval.

ATTACHMENTS

Proposed Ordinance (maps included therein)

ORDINANCE # _____

AN ORDINANCE TO REZONE PROPERTY CONSISTING OF APPROXIMATELY 12.5 ACRES LOCATED AT ASHMORE BRIDGE ROAD AND FORK SHOALS ROAD (PORTIONS OF TAX MAP PARCEL: 0411.00-01-001.00) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Mark III Properties, LLC, has petitioned the City of Mauldin to reconfigure the R-M, Residential, and C-2, Commercial, zoning of +/- 12.5 acres; and

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

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

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

WHEREAS, the Mauldin Planning Commission has given favorable recommendation to the zoning application; and

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

Section 1. That the zoning of property described in zoning docket PC-2021-12-RZ and Greenville County Tax Map Parcel 0411.00-01-001.00 be reconfigured by expanding the R-M zoning on the north side of Ashmore Bridge Road at Fork Shoals Road and expanding the C-2 zoning on the south side of Ashmore Bridge Road at Fork Shoals Road in accordance with the attached Exhibit 1, Zoning Map, hereby incorporated into this ordinance.

Section 2. This ordinance shall become effective upon and after its final passage.

Passed on First Reading _____

Passed on Second Reading _____

CITY OF MAULDIN, SOUTH CAROLINA

ATTEST: BY: _____

Terry Merritt, Mayor

_____

Cindy Miller, Municipal Clerk

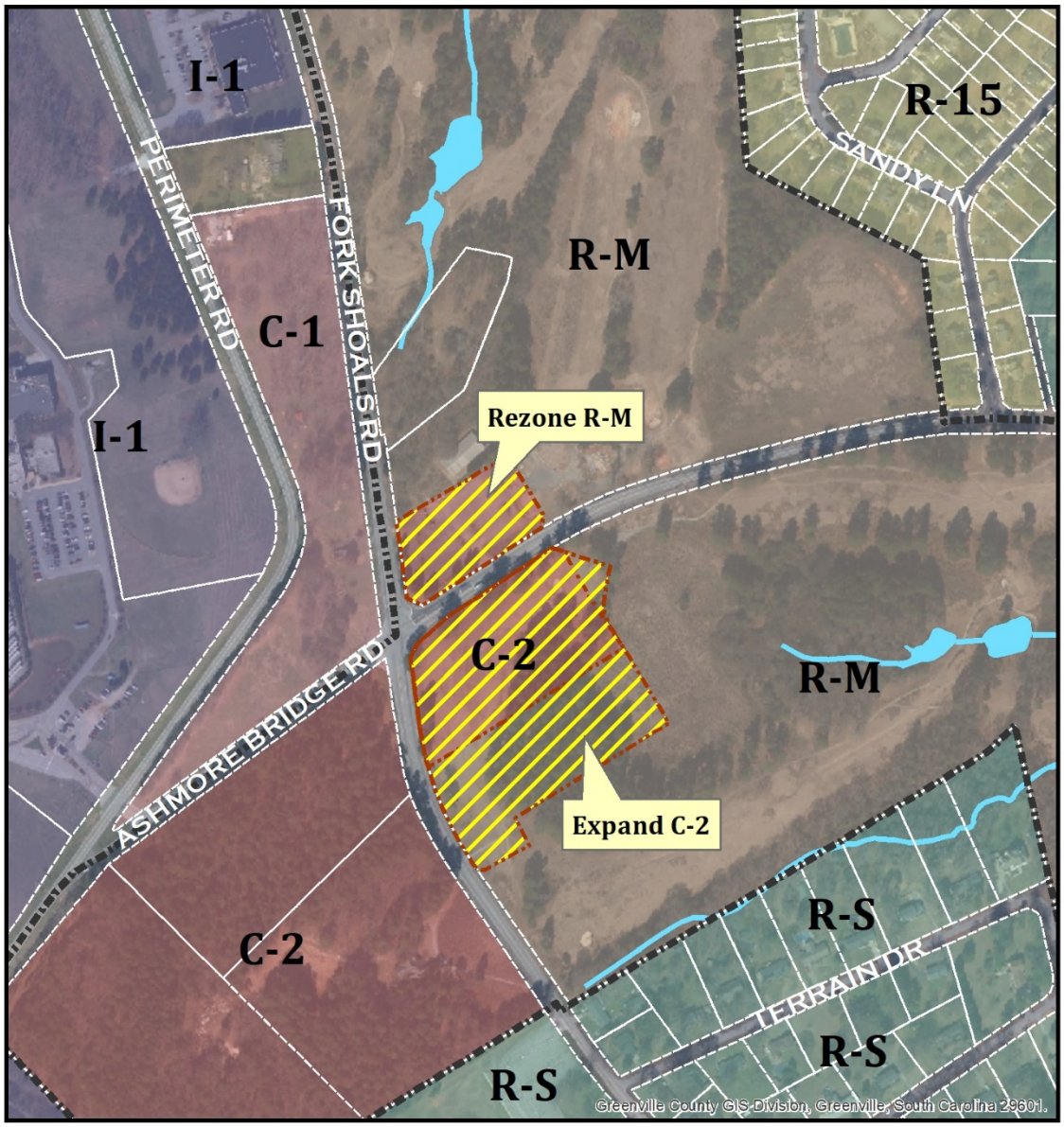
APPROVED AS TO FORM:

_____

John Duggan, City Attorney

EXHIBIT 1

ZONING MAP



Legend

- Subject Tract
- City of Mauldin Boundary
- Stream or River
- Water Body

N

0 400 Feet

Created on July 15, 2021

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

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

EXHIBIT 2

PROPERTY MAP

Legend

- Subject Tract
- City of Mauldin Boundary
- Stream or River
- Water Body

N

0 400 Feet

Created on July 15, 2021

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CITY COUNCIL
AGENDA ITEM SUMMARY

MEETING DATE: August 16, 2021
AGENDA ITEM: 8c

TO: City Council
FROM: Public Works Director Matt Fleahman
SUBJECT: GIS Contract

REQUEST

Consideration and action on Assignment of Contract with Avineon for the continued GIS services for the City.

HISTORY/BACKGROUND

The City entered into a contract with Two Springs in 2009 to provide GIS services for the City. In May 2020 Avineon purchased Two Springs and all their associated contracts. Avineon would like to update the contract with the new company's name.

ANALYSIS or STAFF FINDINGS

Public Works continues to use GIS services from the company for the purpose of updating and maintaining sewer maps for the City. The requirements for the current Capacity, Management, Operations and Maintenance program with REWA stipulates that GIS mapping of the sewer system be provided.

FISCAL IMPACT

City Council appropriated $10,000 for GIS services with Two Springs. There is no anticipated increase in the level of funding for these services.

RECOMMENDATION

Approval of the Assignment of Contract with Avineon to provide GIS services for the City

ATTACHMENTS

Assignment of Contract

ASSIGNMENT OF CONTRACT

This Assignment Agreement is between:

Two Springs Consulting LLC, a South Carolina limited liability company ("Two Springs");

City of Mauldin, South Carolina ("Mauldin"); and

Avineon, Inc., a Delaware corporation ("Avineon").

WHEREAS, Two Springs and Mauldin entered into that certain professional services agreement dated August 13, 2009 ("Contract"); and

WHEREAS, Two Springs, as Assignor herein, desires to assign its rights and interests in the Contract to Avineon; and

WHEREAS, pursuant to the Contract, Two Springs must get the written consent of Mauldin in order to assign its rights and interests under the Contract; and

WHEREAS, Mauldin agrees to the assignment of the Contract as desired by Two Springs; and

WHEREAS, Avineon agrees to the assignment pursuant to a purchase and sale agreement effective May 1, 2020;

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Assignment hereby agree as follows:

1. Two Springs, as Assignor, hereby transfers, sets over and assigns, all of its right and interest in and to the Contract to Avineon, as Assignee herein, whereupon Avineon shall acquire and assume all rights, duties and obligations of Two Springs as set forth in the Contract, subject to the covenants, terms, conditions and payments set forth therein, and that Avineon is hereby authorized, upon its performance of all covenants, terms, and conditions required therein, to demand and receive of Mauldin the consideration covenanted to be given by Mauldin in the Contract hereby assigned, in the same manner and with the same effect as entitled by Two Springs, notwithstanding this assignment.

2. Avineon, as Assignee, warrants that it is a Delaware corporation, duly formed and currently registered with the state of Delaware; and pursuant to this Assignment, hereby acquires and assumes all rights, duties, and obligations of Two Springs as set forth in the Contract, subject to the covenants, terms, and conditions set forth therein.

3. Mauldin hereby agrees to the assignment as set forth herein.

4. This Assignment Agreement is effective as of the 1st day of May 2020 (the "Effective Date").

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year so noted below.

City of Mauldin, South Carolina

By: _____

Print Name: _____

Title: _____

Dated: _____

Two Springs LLC

By: _____

Print Name: _____

Title: _____

Dated: _____

Avineon, Inc.

By: _____

Print Name: Karlu Rambhala

Title: Chief Executive Officer

Dated: _____

CITY COUNCIL
AGENDA ITEM SUMMARY

MEETING DATE: August 16, 2021
AGENDA ITEM: 8d

TO: City Council
FROM: Community Development Director Van Broad
SUBJECT: Acceptance of Utility Tax Credits

REQUEST

Consideration and action on the acceptance of utility tax credits (UTC) from Duke Energy totaling $100,000.

HISTORY/BACKGROUND

In an effort to incentive economic development in the City, staff works with utility companies to obtain utility tax credits that can be used to assist with local development projects. The City has received and expended UTC funding over the past years for economic development projects. To date, funds have been used for:

- MP Husky project
- Trane/Alo project
- Brookfield Oaks Drive projects

Historically, partners in UTC funding sources have been: Duke Energy; LEC (Laurens Electric Coop); and Piedmont Natural Gas.

ANALYSIS or STAFF FINDINGS

The City applied for and received utility tax credits from Duke Energy ($50,000) and Piedmont Natural Gas ($50,000), totaling $100,000 to assist in funding the construction of two speculative industrial buildings (e.g., Access Point).

The Access Point project includes over 600,000 sq. ft. of manufacturing and industrial warehousing. UTC funds can only be received and expended through a local municipality or government agency.

FISCAL IMPACT

Negligible. In order for the City to utilize the funds, the City Council has to accept them and authorize the expenditure of the funds for approved infrastructure improvements.

RECOMMENDATION

Approval of the acceptance and expenditure of $100,000 in utility tax credits for the Access Point speculative manufacturing/industrial buildings.

ATTACHMENTS

None.

CITY COUNCIL

AGENDA ITEM

MEETING DATE: August 16, 2021

AGENDA ITEM: 8e

To: City Council

From: Community Development Director Van Broad

Subject: Environmental Protection Agency (EPA) Brownfields Grant

REQUEST

Consideration and action on approval of receipt and expenditure of $300,000 Brownfields Grant

HISTORY/BACKGROUND

The City of Mauldin has submitted three series of grant request to the EPA Commission, in coordination with Terracon Environmental Group, over the last four years. This third submittal resulted in an award of $300,000 in EPA funding to assist in a brownfields study and mitigation in the City Center district. A project plan, budget, and implementation process plan was submitted to EPA and approved as well. The City will submit an RFP (Request for Proposals) to solicit a management team to assist in the scope and plan of the funds. There is no local match.

ANALYSIS or STAFF FINDINGS

The City has been awarded a $300,000 EPA Brownfields grant.

FISCAL IMPACT

Awarded in 2021, budget, project plan and work submitted and approved by EPA. Approval of the grant will allow for accepting the grant funds and approval of the attendant expenditures.

RECOMMENDATION

Approval of the $300,000 in EPA Brownfields funding and expenditure of the grant funds once a qualified management team is secured to manage the grant.

ATTACHMENTS

Work Plan

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier: BF

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Mauldin

* b. Employer/Taxpayer Identification Number (EIN/TIN): 57-0445708

* c. Organizational DUNS: 0807756790000

d. Address:

* Street1: 5 E Butler Rd
Street2:
* City: Mauldin
County/Parish: Greenville
* State: SC: South Carolina
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 29662-2401

e. Organizational Unit:

Department Name: Community Development

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.
* First Name: Van
Middle Name:
* Last Name: Broad
Suffix:

Title: Community Development Director

Organizational Affiliation:

* Telephone Number: 8642898903
Fax Number:

* Email: vbroad@mauldincitysc.com

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Environmental Protection Agency

11. Catalog of Federal Domestic Assistance Number:

66.818

CFDA Title:

Brownfields Assessment and Cleanup Cooperative Agreements

*** 12. Funding Opportunity Number:**

EPA-OLEM-OBLR-20-06

* Title:

FY21 GUIDELINES FOR BROWNFIELD ASSESSMENT GRANTS

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

FY21 City of Mauldin Brownfield Assessment Project

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: SC-004 * b. Program/Project: SC-004

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2021 * b. End Date: 09/30/2024

18. Estimated Funding ($):

* a. Federal	300,000.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	300,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Van

Middle Name:

* Last Name: Broad

Suffix:

* Title: Community Development Director

* Telephone Number: 8642898903 Fax Number:

* Email: vbroad@mauldincitysc.com

* Signature of Authorized Representative: Completed by Grants.gov upon submission. * Date Signed: Completed by Grants.gov upon submission.

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2022

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Brownfield Assessment Grant	66.818	$	$	$ 300,000.00	$	$ 300,000.00
2.						
3.						
4.						
5. Totals		$	$	$ 300,000.00	$	$ 300,000.00

Standard Form 424A (Rev. 7- 97)
Prescribed by OMB (Circular A -102) Page 1

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total
	(1)	(2)	(3)	(4)	(5)
	Brownfield Assessment Grant				
a. Personnel	$	$	$	$	$
b. Fringe Benefits					
c. Travel	5,000.00				5,000.00
d. Equipment					
e. Supplies	1,500.00				1,500.00
f. Contractual	293,500.00				293,500.00
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	300,000.00				$ 300,000.00
j. Indirect Charges					$
k. TOTALS (sum of 6i and 6j)	$ 300,000.00	$	$	$	$ 300,000.00
7. Program Income	$	$	$	$	$

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Prescribed by OMB (Circular A -102) Page 1A

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8.	$	$	$	$
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)	$	$	$	$

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$	$	$	$	$
14. Non-Federal	$				
15. TOTAL (sum of lines 13 and 14)	$	$	$	$	$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b)First	(c) Second	(d) Third	(e) Fourth
16.	$	$	$	$
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	$	$	$	$

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:

22. Indirect Charges:

23. Remarks:

OMB Number: 2030-0020
Expiration Date: 04/30/2021

Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance

Note: Read Instructions before completing form.

I. A. Applicant/Recipient (Name, Address, City, State, Zip Code)

Name: City of Mauldin

Address: 5 E Butler Rd

City: Mauldin

State: SC: South Carolina Zip Code: 29662

B. DUNS No. 0807756790000

II. Is the applicant currently receiving EPA Assistance? ☐ Yes ☒ No

III. List all civil rights lawsuits and administrative complaints pending against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7.)

None

IV. List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that allege discrimination based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective actions taken. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7.)

None

V. List all civil rights compliance reviews of the applicant/recipient conducted by any agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3))

None

VI. Is the applicant requesting EPA assistance for new construction? If no, proceed to VII; if yes, answer (a) and/or (b) below.

☐ Yes ☒ No

a. If the grant is for new construction, will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities? If yes, proceed to VII; if no, proceed to VI(b).

☐ Yes ☐ No

b. If the grant is for new construction and the new facilities or alterations to existing facilities will not be readily accessible to and usable by persons with disabilities, explain how a regulatory exception (40 C.F.R. 7.70) applies.

VII. Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its program or activities? (40 C.F.R 5.140 and 7.95)	☒ Yes	☐ No
a. Do the methods of notice accommodate those with impaired vision or hearing?	☒ Yes	☐ No
b. Is the notice posted in a prominent place in the applicant's offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications?	☒ Yes	☐ No
c. Does the notice identify a designated civil rights coordinator?	☒ Yes	☐ No
VIII. Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves? (40 C.F.R. 7.85(a))	☒ Yes	☐ No
IX. Does the applicant/recipient have a policy/procedure for providing access to services for persons with limited English proficiency? (40 C.F.R. Part 7, E.O. 13166)	☒ Yes	☐ No

X. If the applicant is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator.

Mark Putnam, HR Director; PO BOX 249 Mauldin SC , 29662, 864-361-5402
mputnam@mauldincitysc.com

XI. If the applicant is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or Internet Address for, or a copy of, the procedures.

Yes, the city has an employee handbook that allows for grievances. Article VI: page 21 and following,see attached.

For the Applicant/Recipient

I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized Official	B. Title of Authorized Official	C. Date
Completed by Grants.gov upon submission.	Community Development Director	Completed by Grants.gov upon submission.

For the U.S. Environmental Protection Agency

I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all preaward compliance information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies the preaward provisions of 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statures and EPA regulations.

A. *Signature of Authorized EPA Official	B. Title of Authorized Official	C. Date

*** See Instructions**

Instructions for EPA FORM 4700-4 (Rev. 06/2014)

General. Recipients of Federal financial assistance from the U.S. Environmental Protection Agency must comply with the following statutes and regulations.
Title VI of the Civil Rights Acts of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Act goes on to explain that the statute shall not be construed to authorize action with respect to any employment practice of any employer, employment agency, or labor organization (except where the primary objective of the Federal financial assistance is to provide employment). Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act provides that no person in the United States shall on the ground of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Federal Water Pollution Control Act, as amended. Employment discrimination on the basis of sex is prohibited in all such programs or activities. Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States shall solely by reason of disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Employment discrimination on the basis of disability is prohibited in all such programs or activities. The Age Discrimination Act of 1975 provides that no person on the basis of age shall be excluded from participation under any program or activity receiving Federal financial assistance. Employment discrimination is not covered. Age discrimination in employment is prohibited by the Age Discrimination in Employment Act administered by the Equal Employment Opportunity Commission. Title IX of the Education Amendments of 1972 provides that no person in the United States on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Employment discrimination on the basis of sex is prohibited in all such education programs or activities. Note: an education program or activity is not limited to only those conducted by a formal institution. 40 C.F.R. Part 5 implements Title IX of the Education Amendments of 1972. 40 C.F.R. Part 7 implements Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of The Rehabilitation Act of 1973. The Executive Order 13166 (E.O. 13166) entitled; "Improving Access to Services for Persons with Limited English Proficiency" requires Federal agencies work to ensure that recipients of Federal financial assistance provide meaningful access to their LEP applicants and beneficiaries.

Items “Applicant” means any entity that files an application or unsolicited proposal or otherwise requests EPA assistance. 40 C.F.R. §§ 5.105, 7.25. “Recipient” means any entity, other than applicant, which will actually receive EPA assistance. 40 C.F.R. §§ 5.105, 7.25. “Civil rights lawsuits and administrative complaints” means any lawsuit or administrative complaint alleging discrimination on the basis of race, color, national origin, sex, age, or disability pending or decided against the applicant and/or entity which actually benefits from the grant, but excluding employment complaints not covered by 40 C.F.R. Parts 5 and 7. For example, if a city is the named applicant but the grant will actually benefit the Department of Sewage, civil rights lawsuits involving both the city and the Department of Sewage should be listed. “Civil rights compliance review” means any review assessing the applicant’s and/or recipient’s compliance with laws prohibiting discrimination on the basis of race, color, national origin, sex, age, or disability. Submit this form with the original and required copies of applications, requests for extensions, requests for increase of funds, etc. Updates of information are all that are required after the initial application submission. If any item is not relevant to the project for which assistance is requested, write “NA” for “Not Applicable.” In the event applicant is uncertain about how to answer any questions, EPA program officials should be contacted for clarification. * Note: Signature appears in the Approval Section of the EPA Comprehensive Administrative Review For Grants/Cooperative Agreements & Continuation/Supplemental Awards form.

OMB Number: 2030-0020
Expiration Date: 04/30/2021

EPA KEY CONTACTS FORM

Authorized Representative: *Original awards and amendments will be sent to this individual for review and acceptance, unless otherwise indicated.*

Name: Prefix: Mr. First Name: Van Middle Name:
Last Name: Broad Suffix:
Title: Community Development Director
Complete Address:
Street1: 5 E Butler Rd
Street2:
City: Mauldin State: SC: South Carolina
Zip / Postal Code: 29662 Country: USA: UNITED STATES
Phone Number: 8642898903 **Fax Number:**
E-mail Address: vbroad@mauldincitysc.com

Payee: *Individual authorized to accept payments.*

Name: Prefix: Ms. First Name: Holly Middle Name:
Last Name: Abercrobmie Suffix:
Title: Finance Director
Complete Address:
Street1: 5 E Butler Rd
Street2:
City: Mauldin State: SC: South Carolina
Zip / Postal Code: 29662 Country: USA: UNITED STATES
Phone Number: 8642898895 **Fax Number:**
E-mail Address: habercrombie@mauldincitysc.com

Administrative Contact: *Individual from Sponsored Programs Office to contact concerning administrative matters (i.e., indirect cost rate computation, rebudgeting requests etc).*

Name: Prefix: Mr. First Name: Van Middle Name:
Last Name: Broad Suffix:
Title: Community Development Director
Complete Address:
Street1: 5 E Butler Rd
Street2:
City: Mauldin State: SC: South Carolina
Zip / Postal Code: 29662 Country: USA: UNITED STATES
Phone Number: 8642898903 **Fax Number:**
E-mail Address: vbroad@mauldincitysc.com

EPA KEY CONTACTS FORM

Project Manager: *Individual responsible for the technical completion of the proposed work.*

Name: Prefix: First Name: Middle Name:

Last Name: Suffix:

Title:

Complete Address:

Street1:

Street2:

City: State:

Zip / Postal Code: Country:

Phone Number: **Fax Number:**

E-mail Address:

Brownfields Assessment Cooperative Agreement Work Plan

June 23, 2021

Submitted by:
City of Mauldin, South Carolina
5 East Butler Road
Mauldin, SC 29662

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Cooperative Agreement Number: # provided by EPA

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1.0 PROJECT OVERVIEW

The City of Mauldin (City) requested $300,000 in assessment funding to perform community-wide hazardous substance and petroleum assessments on multiple brownfield sites within its jurisdiction, with an emphasis on the Central Redevelopment District target area. The City is proposing a three-year time frame in which to complete community outreach, a brownfield site inventory, Phase I and Phase II Environmental Site Assessments (ESA), as well as cleanup planning if needed. Awarded funding will support economic development projects expected to generate positive outcomes for the community.

1.1 Project Description

With a population of 25,009 and located in the upstate of South Carolina, Mauldin was a historic pass-through for travelers between Greenville and Laurens along Highway 276 (Main Street). As development grew along this corridor, the city began to take shape and commerce and industry began to thrive, but a true city center never emerged, stunting the community's ability to consolidate as a cultural center. Mauldin's recent initiative and priority redevelopment project, the City Center, will solve this problem by creating a downtown area integrated into residents' lives.

The target area for this grant application is Mauldin's Central Redevelopment District (Census Tract 29.03, Block Group 1), which includes the planned City Center development, the adjoining commercial corridors (Main Street and Butler Road), and a residential area that is home to 2,784 residents. Mauldin was a major thoroughfare in the upstate for over 100 years, and a significant number of historic filling stations and automotive repair shops litter the target area, creating a plethora of brownfield challenges.

The City recognizes the need to redevelop the target area by addressing brownfield properties. The Comprehensive Plan identified the City Center development and commercial corridor (Main Street) as priority investment areas, and the emphasis on these areas led the City to develop the Main Street Corridor Plan and the Downtown Master/City Center Plan. The Main Street Corridor Plan outlines steps to improve the physical appearance and function of Main Street. This plan included a market analysis, as the City recognizes the importance of economic development in the primary commercial corridor. This market analysis identified the services sector (dining and shopping) as the first key opportunity for development. To facilitate growth in a community with limited space to grow, the City must focus on infill by addressing the vacant, blighted structures and potential environmental risks in this crowded corridor. Assessment, cleanup, and the eventual redevelopment of brownfields within the target area will allow for the advancement of the City's goals and capitalize on the opportunities outlined in these two plans. Many of the structures located within the 24-acre city block are vacant or underutilized, creating blight in an area the City has identified as its top redevelopment

priority. The proposed land-use plans for the **two priority sites** is to assess, remediate and redevelop for the purpose of using them in the City Center Redevelopment.

During the three-year grant period, funding is anticipated to cover the cost of up to twelve (12) ASTM-AAI compliant Phase I Environmental Site Assessments (ESAs), one (1) Generic Quality Assurance Project Plan (QAPP), eight (8) Phase II ESAs to include Site Specific QAPPs and four (4) Analysis of Brownfield Cleanup Alternatives (ABCA). This project aligns with the goals and redevelopment plans of the City.

1.2 Project Team Structure and Responsibilities

Community Development Director Mr. Van Broad will serve as Brownfields Project Director, responsible for timely and successful expenditure of funds and completion of administrative and financial requirements of the project. Mr. David Dyrhaug, Economic Development and Planning Coordinator, will serve as Brownfields Project Manager, assisting Mr. Broad in administering Mauldin's Brownfields Program. Mrs. Holly Abercrombie, the City's Finance Director, will assist with financial management and grant drawdowns through the ASAP system. A qualified environmental consultant will assist with the technical and reporting portions of the project.

Mr. Broad has a degree in Business and Music from the College of Charleston and has received a Certificate of Economic Development from the South Carolina Economic Development School. Mr. Broad has over 12 years of economic and community development experience. Mr. Dyrhaug has an undergraduate degree in Planning and Resource Management from Brigham Young University and a Master of City and Regional Planning from Clemson University. Mr. Dyrhaug has over 14 years of experience in planning and government administration. He is skilled in policy analysis, sustainability, urban planning, government, and strategic planning. Mrs. Abercrombie, a Certified Government Finance Officer through the Government Finance Officers Association of SC, has over 12 years of experience in local government and is proficient in the City's accounting software, accounting, payroll, accounts payable, and other reporting systems.

The City will advertise, solicit, and select a qualified environmental consultant to assist with the technical and reporting portions of the Brownfield Community-wide Assessment, in full compliance with Federal Procurement Standards.

The City will build a strong working relationship with the South Carolina Department of Health and Environmental Control (SCDHEC) through the implementation of this grant. The City will establish with the SCDHEC how they will receive copies of grant documentation and if they would like to be notified of state assessment activities. The City will provide SCDHEC the opportunity to review all technical reports, including QAPPs and

ABCAs. Through the SCDHEC Brownfields Program, developers and community members are educated in the benefits of the State incentives through entering into Brownfield Site Redevelopment Agreements and understanding brownfield designations. In addition, the SCDHEC will assist in the review and approval of petroleum site eligibility and provide technical assistance as needed. Developers who plan to conduct cleanup activities will be directed to the SCDHEC Brownfields Program. The State will identify cleanup standards and other requirements and will oversee cleanup activities. Correspondence with the State will be achieved by both electronic and hard copy documents; correspondence with EPA will primarily be achieved through electronic transmittal.

The City's Brownfields Team will coordinate a kick-off meeting to inform all members of the grant and its initiative. The terms and conditions of the Cooperative Agreement will be made available for review from 8:30am to 5pm, Monday through Friday at City Hall and will be discussed at the kickoff meeting. EPA, the Brownfield Project Team, City Development Team and Project Partners will work closely together and anticipates a minimum of eight Community Meetings throughout the grant period to ensure a progressive and consistent team effort. These project activities will be implemented and executed over a period of three years.

1.3 Measuring Environmental Results: Outputs/Outcomes

The expected Project Outputs to be measured during the grant period include the following:

- Number of community meetings held
- Number of advisory committee meetings held
- Number of Brownfield Sites identified
- Number of Phase I ESAs completed
- Number of Phase II ESAs completed
- Number of ABCAs completed

Primary outcomes for this project are anticipated to include up to twelve (12) Phase I ESAs, one (1) Generic QAPP, eight (8) Phase II ESAs with SS QAPPs and four (4) ABCAs. Associated activities include community/advisory meetings and education materials in support of the listed outcomes.

The expected Project Outcomes to be measured during the grant period include the following:

- Number of acres of land assessed
- Number of jobs created/retained
- Amount of tax revenue generated

- Number of acres of property remediated
- Amount of leveraged funding (private and public)
- Value of capital investment for redevelopment
- Acres of parks and greenspace preserved and created

Outcomes and outputs will be documented in a database maintained by the City during the three-year grant period and made available for the planning team to review.

Longer-term outputs may include the number of affordable housing units, business attraction, and job creation. It is unlikely these outputs will be completed within the project period, but the City can monitor such results as a measure of overall redevelopment activity.

1.4 Budget

The proposed budget in Attachment 1 reflects the Work Plan narrative and is consistent with Standard Form 424A and the budget justification worksheet submitted with the proposal and the Work Plan.

Category	**Tasks**					**Totals**
	Outreach	*Site Inventory*	*Assessment*	*Remediation/ Reuse Planning*	*Programmatic Support*	
Travel					$5,000	$5,000
Supplies	$1,500					$1,500
Contractual	$19,000	$6,000	$222,500	$27,000	$19,000	$293,500
Total Budget	**$20,500**	**$6,000**	**$222,500**	**$27,000**	**$24,000**	**$300,000**

1.5 Pre-Award Cost

It is anticipated that pre-award costs will be needed to create the Community Involvement Plan and any travel costs associated with conferences. No additional pre-award costs are anticipated.

2.0 PROJECT TASK DESCRIPTIONS

This Work Plan includes a summary of activities that will be conducted by the City, the selected consultant(s), and project partners to meet the project objectives. Required activities include Outreach, Site Inventory, Assessment, Remediation/Reuse Planning and Programmatic Support.

The City will oversee the assessment and administration of all grant activities. They will be responsible for general oversight of all consultant activities including preparation and

review of quarterly reporting, ACRES database updates, and financial and Disadvantaged Business Enterprise (MBE/WBE) reporting.

The City will continue to work with the community to identify additional brownfield sites for assessment and redevelopment. If any sites are found to contain petroleum, a petroleum determination will take place.

TASK 1: Outreach
A Community Involvement Plan (CIP) will be created with the purpose to describe planned community engagement activities, schedule, project background and key players, which will be made available for review at the City Hall.

In addition to community meetings within the target area, the City will hold a community-wide kickoff meeting with target area residents, project partners and local organizations. This meeting will notify the community of assessment project commencement, present an anticipated schedule, and solicit input. The City will host regular outreach activities to keep the community updated on project happenings and provide a platform for public input on site identification, prioritization, and cleanup planning. Charrettes and visioning sessions will be used in the development of cleanup and reuse plans. The City will collaborate with local schools to provide educational opportunities and promote career development in the environmental sciences. The City intends to host at least eight outreach activities during the three-year grant term, including kickoff and grant closeout presentations. In the event non-English speaking residents are present, a translator will be provided. During these events, input will be solicited from the public for consideration, with responses delivered either in person or through electronic means.

The City will use various forms of media to communicate with the community, including a brochure distributed throughout the community, a website with project news and information, local word of mouth, and social media to solicit public input and provide project updates, photos, and news.

The City will begin to develop the CIP as quickly as possible. Costs incurred by the creation of the City's CIP before the official release of funds on October 1, 2021 will be allowed by the EPA up to 90 days prior (July 1, 2021).

Task 1 will be led by the City's Brownfield Project Director who will be assisted by the City's qualified environmental professional as needed.

TASK 2: Site Inventory
The City's Brownfields Project Director will work with the residents living in the target area during neighborhood meetings to create a site inventory for assessment. Abandoned and

underutilized properties identified by the residents of the target area will be researched further by City staff using the property appraiser's website. After the inventory of brownfield sites is complete, the City staff and the consultant will prioritize sites for assessment and eventual remediation and redevelopment in the targeted area for this project. The prioritization process will be established using an evaluation ranking tool.

The City will contact the SCDHEC to identify the low priority petroleum sites within its grant jurisdiction. State contacts can be found at https://www.epa.gov/ust/underground-storage-tank-ust-contacts. Contractual costs for site identification, prioritization and inventorying has an estimated cost of $6,000.

Task 2 will be led by the City's Brownfield Project Director who will be assisted by the City's qualified environmental professional.

TASK 3: ASSESSMENTS

The retained environmental consulting firm(s) will work with all appropriate City staff, EPA staff and SCDHEC officials in the implementation of the Brownfields Assessment Grant. The City will complete the following activities to support environmental assessments:

A. Site Characterization – Phase I ESA

The City shall ensure all Phase I site characterizations and assessments conducted with the grant funding will be performed in accordance with EPA's standard for all appropriate inquiries. The City shall utilize the practices in ASTM standard E1527-13 "Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process," or EPA's All Appropriate Inquiries Final Rule. The City will complete and sign the "All Appropriate Inquiries Rule: Reporting Requirements Checklist for Assessment Grant Recipients", (Publication Number: EPA 560-R-11-030), for each Phase I ESA conducted with brownfield grant funds. The reporting requirements for "All Appropriate Inquires" can be found at: https://www.epa.gov/brownfields/brownfields-all-appropriate-inquiries-rule-reporting-requirements-checklist-assessment. Per EPA requirements, attention during Phase I Assessments will be requested of the environmental consultant to address the potential presence of PCB sources.

Contractual costs for approximately twelve (12) Phase I ESAs at $3,250 each, estimated cost of $39,000.

B. Site Eligibility

Prior to spending grant funds for Phase II ESAs, the City will submit a completed EPA Region 4 Site Eligibility Determination Outline to the EPA Project Officer and will receive EPA approval prior to beginning any work.

In addition, for petroleum sites, the City will request a petroleum site eligibility determination from its designated State official. Either the state or the EPA must approve the site as eligible for funding before Phase II work begins. If sites are contaminated with both hazardous substances and petroleum, the City will consult with the EPA Project Officer for assistance. In general, the following guidelines will be considered for commingled sites:

- A commingled site at which there is a reason to believe only de minimis petroleum exists must be processed using the hazardous substances eligibility screening only.
- A commingled site at which there is reason to believe hazardous and petroleum contamination exist must go through both a hazardous and petroleum eligibility screening.
- A commingled site at which there is a reason to believe only de minimis hazardous substances exist must go through the petroleum eligibility screening.

The City will obtain site access prior to expending any funds on a brownfields site.

C. Site Characterization – Phase II ESA

Once the EPA has determined the site to be eligible, Phase II ESA activities can begin. The following are specific activities that will be performed to complete this task.

1. **Federal Cross-Cutting Requirements:** The City will comply with Federal cross-cutting requirements. These requirements include but are not limited to OSHA Worker Health & Safety Standard 29 CFR 1910.120; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC § 327-333) the Anti-Kickback Act (40 USC § 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

2. **Quality Assurance Project Plans (QAPPs):** The City will complete a Generic Quality Assurance Project Plan (QAPP) document for their Brownfields Program at an estimated cost of $4,500. Upon successful completion of a Phase I ESA which will need a subsequent Phase II ESA including the Site-Specific Quality Assurance Project Plan in accordance

with EPA Region 4's Instructions for the Preparation of Quality Assurance Project Plans for EPA Brownfields-Funded Projects in the Southeast. Costs incurred for sampling without an approved QAPP are not eligible for reimbursement. The City is estimating to complete eight (8) Phase II ESAs including Site Specific QAPPs. Phase II ESAs/SS QAPPs will be completed at an estimated cost of $22,375 each for a total of $179,000. The City will follow the different requirements for the assessment of lead-based paint and asbestos.

3. **Health & Safety Plans:** The City will prepare and follow an OSHA-compliant Health and Safety Plan (HASP) and place a copy in the Cooperative Agreement file. This plan will also be submitted to EPA and the State for the Brownfields project file. EPA approval of the HASP is not required.

Task 3 will be led by the selected qualified environmental professional with the oversight of the Brownfield Project Director.

TASK 4: Remediation/Reuse Planning

The City will have well defined assessment coordination with development activities. Remediation activities will include calculating remediation costs and determining site appropriate remediation and/or reuse plans to reduce health/environmental risks for selected sites. Working with the community and SCDHEC, the City will establish a unified vision and set goals for reuse planning. Charrettes or visioning sessions may be held for the redevelopment of key properties.

The Brownfield Project Director coupled with the selected environmental consultant will prepare and secure approvals for the Analysis of Brownfields Cleanup Alternatives (ABCAs) based on the data collected and data derived from the environmental assessments completed for the sites tested. The report will be communicated to the public and supplied to the state brownfields office for feedback prior to final approval. The City is estimating to conduct up to four (4) ABCAs at a cost of $5,500 each for a total of $22,000 resulting from the recommendations of the Phase II ESAs completed by the qualified environmental consultants. The ABCAs will also serve as the framework for remedial action plans/corrective measure plans.

A. ABCA

An ABCA briefly summarizes:

- Information about the site and contamination issues, cleanup standards, applicable laws, cleanup alternatives considered, and the proposed cleanup.

- It will include information on the cleanup effectiveness, the ability of the grantee to implement each alternative, the cost of each proposed cleanup alternative and an analysis of the reasonableness of the various cleanup alternatives considered including the one chosen.

B. Institutional Controls (ICs)

The City and the chosen environmental consultant will consider the use of Institutional Controls (IC), as well as engineering controls, as part of the Analysis of Brownfield Cleanup Alternatives if necessary. The team will work closely with the State for the approvals.

Task 4 will be led by the selected qualified environmental professional with the oversight of the Brownfield Project Director.

TASK 5: Programmatic Support

The City will oversee the assessment and administration of all grant activities. They will be responsible for general oversight of all consultant activities including preparation and review of quarterly reporting, ACRES database updates and financial and Disadvantaged Business Enterprise (MBE/WBE) reporting.

The retained environmental consulting firm will work with all appropriate City staff, EPA staff and SCDHEC officials in the implementation of the Brownfields Assessment Grant.

A. Quarterly Reporting

The City will, in accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically 200.328 monitoring and reporting program performance), submit quarterly progress reports to the EPA Project Officer within 30 days after each reporting period. Quarterly progress reports will be due 30 days after the end of each federal fiscal quarter, except for the last quarter of the grant project period when a final performance report must be submitted. The quarterly report will include work status, work progress, difficulties encountered, financial expenditures, preliminary data results, anticipated activities and any changes of key personnel. The report will also include a quarterly Site-Specific Budget Summary that is required to ensure expenditures on a single site do not exceed the $200,000 statutory limit. **The City will submit all quarterly reports via the Assessment, Cleanup and Redevelopment Exchange System (ACRES).**

B. Annual Reporting

1. **Disadvantaged Business Enterprise Reporting:** Minority Business Enterprise/Women- owned Business Enterprise (“MBE/WBE” or “DBE”) reporting is required for budgeted funds for procurement, equipment, services, and supplies

which exceed $150,000. This reporting will be completed annually using EPA Form 5700-52A and will be sent electronically to the City's EPA Project Officer and Grant Specialist from the Grants Management Office (GMO) by October 30 of each project year. A link to the form is at: https://www.epa.gov/grants/epa-grantee-forms.

2. **Federal Financial Reports (FFRs)**: EPA Standard Form 425 will be submitted annually to EPA by December 31 of each project year and at the close of the grant. An electronic copy will be sent to the City's EPA Project Officer and to the EPA Finance Center via email at RTPFC-Grants@epa.gov. A link to the form is at: http://www.epa.gov/ogd/forms/adobe/SF425.pdf.
3. **Projections**: With the April 30 quarterly report of each project year, the City will identify the specific sites where Phase I and Phase II ESAs are expected to be completed in the upcoming year. An example of the annual projection reporting format is provided below.

Example Format for Annual Assessment Projections Due April 30			
Site Name	**Site Address**	**Phase I/II ESA to be Completed**	**Projected Timeframe for Phase I/II Completion**
(ex. Maryann's Gas Station)	*(ex. 123 Jane Doe St)*	*(ex. Phase II)*	*(ex. August 2019)*

C. Final Performance Reporting

The City will submit in accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 monitoring and reporting program performance), to the EPA Project Officer within 90 days after the expiration or termination of the approved project period a final technical report and at least one reproducible copy suitable for printing. The report will summarize the accomplishments during the entire grant project period, including the last quarter. The Final Performance Report will include:

- A table listing all sites assessed during the grant, the deliverables associated with each site, activities conducted at the site, and the funds expended at each site;
- A list of any other deliverables;
- Lessons learned; and
- Site photos.

D. ACRES

The City will enter property specific information, including the property address and Phase I and II ESA completions, electronically into the EPA's Assessment Cleanup Redevelopment Exchange System (ACRES) database at: https://cfext.epa.gov/acres/index.cfm. The information in the quarterly report

should correlate with the information in ACRES. Each property entered into ACRES will be updated when the following occurs:

- Completion of Phase I ESA;
- Completion of Phase II ESA;
- Completion of the project period; or
- As significant events occur at the site, but not later than the end of the quarter in which the event occurred.

E. Contractor Procurement

The City will advertise, solicit, and select a qualified environmental consultant to assist with the technical and reporting portions of the Brownfield Community-wide Assessment, in full compliance with Federal Procurement Standards. The City will ensure that contractors comply with the terms of their agreements and the terms and conditions of the Cooperative Agreement. Terms and conditions with the selected contractor will include a provision to track site-specific costs including QAPPs and ESAs and include an overall programmatic task to include costs that will be shared across all sites, such as generic QAPPs.

F. Reimbursement Request

The City will request reimbursement payments using the EPA's preferred method of payment, the Automated Standard Application for Payments (ASAP). The City will enroll in ASAP and use ASAP at www.asap.gov to request payments. An alternative method of requesting funds will be to use EPA Form 190-F-04-001 via fax or email to the Las Vegas Finance Center.

G. Kick-off Meeting

The City's Brownfield Project Team and City Development Team, the selected environmental consultant, EPA, and State partners will participate in a project kick-off meeting to review the Work Plan and terms and conditions of the Cooperative Agreement. This meeting will be used to review roles, responsibilities, and schedule. The EPA Project Officer will review tools and resources that may be useful to implement the grant activities.

H. Travel

The City plans to send up to two representatives to the Southeast Brownfields Conference and the National Brownfields Conference. The City will identify additional brownfields related training opportunities to enhance the project and program development.

If the City incurs travel costs before the official release of funds on October 1, 2021, the EPA will allow for the reimbursement of funds up to 90 days prior (July 1, 2021).

Task 5 will be led by the City's Brownfield Project Director and City staff who will be assisted by the City's qualified environmental professional.

3.0 SCHEDULE

Attachment 2 provides a detailed guideline for schedule development. Several tasks run concurrently as noted within the schedule.

Attachment 1
Budget Table for Work Plan Tasks

Category	Tasks					Totals
	Outreach	*Site Inventory*	*Assessment*	*Remediation/ Reuse Planning*	*Programmatic Support*	
Travel					$5,000	$5,000
Supplies	$1,500					$1,500
Contractual	$19,000	$6,000	$222,500	$27,000	$19,000	$293,500
Total Budget	**$20,500**	**$6,000**	**$222,500**	**$27,000**	**$24,000**	**$300,000**

Attachment 2
Schedule of Activities and Deliverables

	Time and Actions from Notice of Selection to Award	
Pre-Award	**0 month**	Notice of Selection: May 2021.
	0-2 months	CAR completes required grant award documents and submits to EPA.
	2 months	EPA works with CAR to finalize grant Work Plan by June-July 2021.
	2-4 months	CAR may conduct pre-award activities such as drafting the Community Involvement Plan and issuing consultant RFP.
	3-4 months	EPA executes grant award.
Year 1	**Time and Actions from Award/Project Start to Project End**	
	0 months	Grant award – October 2021.
	0-3 months	RFP for contractor procurement is finalized (if not completed pre-award). ACRES Training.
	1-4 months	Consultant contract executed and contractor on-board. Kick-off meeting held with Contractor, EPA, State and others on the Project Team. Complete Community Involvement Plan. Plan First Public Meeting. Start regular conference call meetings with Project Team.
	4 months	Quarterly Report 1 is due 30 days after 1st quarter ends. Reimbursement Request Submitted. ACRES Entries.
	4 – 8 months	Develop generic QAPP and submit to EPA/State for approval. Conduct Site Inventory and Prioritization. Conduct Limited Site Characterization. Host Public Meeting.
	7 – 8 months	Start Phase I ESA(s). Convene regular conference call meetings with Project Team.
	7 months	Quarterly Report 2 is due 30 days after 2nd quarter ends. Reimbursement Request Submitted.
	10 months	Quarterly Report 3 is due 30 days after 3rd quarter ends. Reimbursement Request Submitted.
	8-12 months	Complete Phase I ESAs. Enter Phase I ESA information in ACRES. Submit signed AAI checklist to EPA. Submit Site Eligibility Determination forms to EPA. Develop site-specific QAPP and submit to EPA/State for approval Start Phase II ESAs.
	12 months	Submit Federal Financial Report (SF425).
Year 2	**13 months**	Quarterly Report 4 is due 30 days after 4th quarter ends. Reimbursement Request Submitted. MBE/WBE/DBE report due with this quarterly report.
	16 months	Quarterly Report 5 is due 30 days after 5th quarter ends. Reimbursement Request Submitted.
	18 months	**Half of 3-year grant is complete. Check-in with EPA/State for any modifications to Work Plan budget or scope of work.** **Make sure accomplishments to date are in ACRES.** **Make sure all drawdowns possible have been made.** **At least 35% of funds are anticipated to be expended by this time.**
	19 months	Quarterly Report 6 is due 30 days after 6th quarter ends. Reimbursement Request Submitted DBE due with this quarterly report.
	22 months	Quarterly Report 7 is due 30 days after 7th quarter ends. Reimbursement Request Submitted.

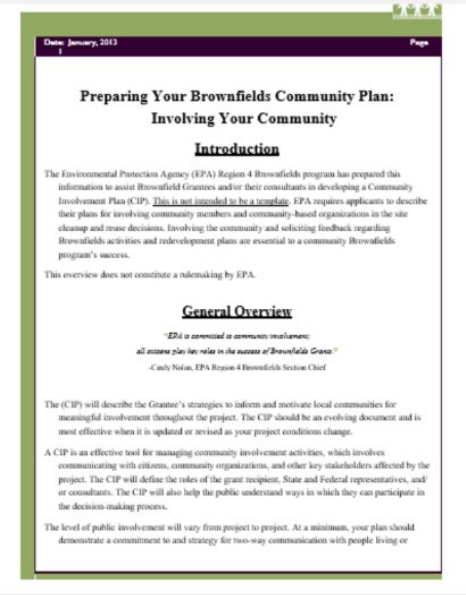
Ongoing		Participate in regularly scheduled planning/status calls with Project Team. Conduct and build on Community Outreach activities. Identify financial commitments, developers, cleanup planning activities, etc.
Year 3 and closeout	**25 months**	Quarterly Report 8 is due 30 days after 8th quarter ends. Reimbursement Request Submitted. MBE/WBE/DBE report due with this quarterly report.
	28 months	Quarterly Report 9 is due 30 days after 9th quarter ends. Reimbursement Request Submitted.
	30 months	Six months remain on the grant; Identify any remaining activities that should be completed prior to grant closing.
	31 months	Quarterly Report 10 is due 30 days after 10th quarter ends. Reimbursement Request Submitted.
	34 months	Quarterly Report 11 is due 30 days after 11th quarter ends. Reimbursement Request Submitted.
	Prior to close- out	Enter all work in ACRES. Prepare and Submit final Phase I or II ESA Reports and draft ABCAs.
	35 months	Reconcile accounts; collect remaining invoices for submission; gather deliverables for final close-out report.
	36 months	Grant project/budget period closes; no further costs can be incurred after final date.
	37 months	Quarterly Report 12 is due 30 days after 12th quarter ends; May serve as Final Close-out Report if all project documentation is complete and ready. If so, then it is due 90 days after project period ends. MBE/WBE/DBE report due with this quarterly report.

Attachment 3
Preparing Your Brownfields Community Plan: Involving Your Community

The City will use the “Preparing Your Brownfields Community Plan” dated January 2013 as the guideline to create the City of Mauldin’s Community Involvement Plan.

The plan will include:

- Introduction
- General Overview
- Building Your Plans Foundation
- Building Your Plan
- Community Involvement Plan
    - Section 1: Overview of Community Involvement Plan
    - Section 2: Project Description, Community Involvement Plan Objectives
    - Section 3: Community Involvement Actions
    - Section 4: Site or Site Selection Inventory Process, Description, Documentation
- Appendix
    - List of Contacts
    - Information Repositories and Potential Meeting Location
    - Glossary of Terms
    - Acronyms
    - Community Group Name
    - Map of Site(s)



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Preparing Your Brownfields Community Plan: Involving Your Community

Introduction

The Environmental Protection Agency (EPA) Region 4 Brownfields program has prepared this information to assist Brownfield Grantees and/or their consultants in developing a Community Involvement Plan (CIP). This is not intended to be a template. EPA requires applicants to describe their plans for involving community members and community-based organizations in the site cleanup and reuse decisions. Involving the community and soliciting feedback regarding Brownfields activities and redevelopment plans are essential to a community Brownfields program's success.

This overview does not constitute a rulemaking by EPA.

General Overview

"EPA is committed to community involvement; all citizens play key roles in the success of Brownfields Grants."

-Cindy Nolan, EPA Region 4 Brownfields Section Chief

The (CIP) will describe the Grantee's strategies to inform and motivate local communities for meaningful involvement throughout the project. The CIP should be an evolving document and is most effective when it is updated or revised as your project conditions change.

A CIP is an effective tool for managing community involvement activities, which involves communicating with citizens, community organizations, and other key stakeholders affected by the project. The CIP will define the roles of the grant recipient, State and Federal representatives, and/or consultants. The CIP will also help the public understand ways in which they can participate in the decision-making process.

The level of public involvement will vary from project to project. At a minimum, your plan should demonstrate a commitment to and strategy for two-way communication with people living or

BUDGET JUSTIFICATION WORKSHEET-FY21

You must provide a detailed cost justification for the estimated budget amounts reflected in Section B of your SF-424A application form. This detailed information will enable the EPA project officer to perform the required analysis to determine if the costs are reasonable and necessary. You may use the following format or a format of your choice to provide this information.

[NOTE: Please indicate with a star (*) costs you will/may incur before Grant award.]

a. PERSONNEL

POSITION	NUMBER	SALARY	WORK YEARS	FUNDING AMOUNT
a. PERSONNEL TOTAL				**NA**

b. FRINGE BENEFITS

BASE	
RATE	
b. FRINGE BENEFITS TOTAL	**NA**

c. TRAVEL

If the grant is not for a continuing environmental program or if travel is not well documented in the work plan, provide a breakdown of the number of trips, destinations, number of travelers, etc. to document estimated travel costs.	
*Conference 1: New Grantees Workshop (2 attendees) -Flight @ $1,500 ($750 x 2) -Hotel for 3 nights @ $350 ($116.67/night x 2) -Per Diem for 2 days @ $150 ($75/day x 2)	Funding Amount $2,500
Conference 2: National Brownfields Conference (2 attendees) -Flight @ $1,500 ($750 x 2) -Hotel for 3 nights @ $350 ($116.67/night x 2) -Per Diem for 2 days @ $300 ($75/day x 2)	$2,500
Travel Subtotals	$5,000
c. TRAVEL TOTAL:	**$5,000**

BUDGET JUSTIFICATION WORKSHEET

d. EQUIPMENT

Tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. Please list equipment items (i.e., vehicles, boats, etc.) and provide adequate detail to enable the EPA project officer to make an eligibility determination and to verify cost. For "equipment" with a cost of less than $5,000 per unit, list under supplies.

ITEM	NUMBER	COST PER UNIT	TOTAL
NA			
d. EQUIPMENT TOTAL:			**NA**

e. SUPPLIES

List by groups (as appropriate), such as office supplies, lab supplies, field supplies. If the cost for a particular group is over $50,000, please provide a list of the more costly items or subsets.

	Funding Amount
Brochures (500) @ cost of $1.00	$500
Presentation materials (posters, handouts, etc.)	$1,000
Supplies Subtotal	$1,500
e. SUPPLIES TOTAL	**$1,500**

BUDGET JUSTIFICATION WORKSHEET

f. CONTRACTUAL

List each planned contract and the type of services/project activity to be procured. Agreements/contracts with other governmental agencies (state, local or Federal) should be listed under category h. OTHER.	
	Funding Amount
Assessments: Phase I, Phase II w/ SS-QAPP, Generic QAPP	$222,500
Remediation/Reuse Planning: ABCA, Visioning Sessions	$27,000
Outreach: Community Involvement Plan*, Brownfield Website, Community Education Meetings,	$19,000
Site Inventory	$6,000
Programmatic Support: ACRES Reporting, Quarterly Reporting, Forms, Programmatic Support for three-year period	$19,000
Contractual Subtotal	$293,500
f. CONTRACTUAL TOTAL	**$293,500**

g. CONSTRUCTION (N/A)

h. OTHER

List other items that would not be appropriately included elsewhere, such as costs for maintenance, operations, repairs, motor pools, rental, training, publication, and printing, and Intergovernmental Agreements	
	Funding Amount
NA	
h. OTHER TOTAL	**NA**

i. TOTAL DIRECT COSTS: (Sum of categories A through H)	$300,000
j. INDIRECT COSTS: (RATE: %)	
k. TOTAL PROPOSED COSTS: (Sum of categories I through J)	$300,000
FEDERAL FUNDS REQUESTED: A=100%; C, RLF=80%	100%
RECIPIENT SHARE OF TOTAL PROPOSED COSTS: A=0%; C, R= 20%	0%

U.S. ENVIRONMENTAL PROTECTION AGENCY

Cooperative Agreement

GRANT NUMBER (FAIN): 02D06921 **MODIFICATION NUMBER:** 0 **PROGRAM CODE:** BF	**DATE OF AWARD** 07/21/2021
TYPE OF ACTION New	**MAILING DATE** 07/28/2021
PAYMENT METHOD:	**ACH#** PEND

RECIPIENT TYPE: Municipal	**Send Payment Request to:** Contact EPA RTPFC at: rtpfc-grants@epa.gov
RECIPIENT: City of Mauldin 5 E Butler Rd Mauldin, SC 29662-2401 **EIN:** 57-0445708	**PAYEE:** City of Mauldin 5 E Butler Rd Mauldin, SC 29662

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
Van Broad 5 E Butler Rd Mauldin, SC 29662 **E-Mail:** vbroad@mauldincitysc.com **Phone:** 864-289-8903	Derek Street 61 Forsyth Street Atlanta, GA 30303 **E-Mail:** street.derek@epa.gov **Phone:** 404-562-8574	Shantel Shelmon Grant And Audit Management Section **E-Mail:** shelmon.shantel@epa.gov **Phone:** 404-562-9817

PROJECT TITLE AND DESCRIPTION

Brownfields Multipurpose, Assessment , Revolving Loan Fund, and Cleanup Cooperative Agreements

This action approves an award to the City of Mauldin, South Carolina in the amount of $300,000. Activities to be performed may include inventory, characterization, assessment, and development of cleanup planning and community involvement related events for brownfield sites in the City of Mauldin, South Carolina. Anticipated deliverables and expected outcomes for this project will include site assessment reports, other technical reports, and a community involvement plan. More specifically, outcomes may include jobs and leveraged funding, and properties made ready for reuse. Intended beneficiaries of this project include the citizens of City of Mauldin and those living and working with the target area. Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
10/01/2021 - 09/30/2024	10/01/2021 - 09/30/2024	$300,000.00	$300,000.00

NOTICE OF AWARD

Based on your Application dated 10/21/2020 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $300,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of $300,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	**ORGANIZATION / ADDRESS**
61 Forsyth Street Atlanta, GA 30303-8960	EPA R4 R4 - Region 4 61 Forsyth Street Atlanta, GA 30303-8960

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official Keva R. Lloyd - Grants Management Officer	**DATE** 07/21/2021

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$0	$300,000	$300,000
EPA In-Kind Amount	$0	$0	$0
Unexpended Prior Year Balance	$0	$0	$0
Other Federal Funds	$0	$0	$0
Recipient Contribution	$0	$0	$0
State Contribution	$0	$0	$0
Local Contribution	$0	$0	$0
Other Contribution	$0	$0	$0
Allowable Project Cost	$0	$0	$0

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Cooperative Agreements	CERCLA: Secs. 104(k)(2) & 104(k)(5)(E)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Oganization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2104VT1025	21	E4	04V7AG7	000D79	4114	-	-	$300,000
									$300,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$0
2. Fringe Benefits	$0
3. Travel	$5,000
4. Equipment	$0
5. Supplies	$1,500
6. Contractual	$293,500
7. Construction	$0
8. Other	$0
9. Total Direct Charges	$300,000
10. Indirect Costs: 0.00 % Base null	$0
11. Total (Share: Recipient 0.00 % Federal 100.00 %)	$300,000
12. Total Approved Assistance Amount	$300,000
13. Program Income	$0
14. Total EPA Amount Awarded This Action	$300,000
15. Total EPA Amount Awarded To Date	$300,000

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-november-12-2020-or-later.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: https://www.epa.gov/grants/grant-terms-and-conditions#general.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): R4epagrantsmbewbereporting@epa.gov and shelmon.shantel@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications:
  - Shantel Shelmon, Grants Management Specialist, shelmon.shantel@epa.gov, (404)562-9817
  - Derek Street, Project Officer, street.derek@epa.gov, (404)562-8574
- Payment requests (if applicable):
  - Derek Street, Project Officer, street.derek@epa.gov, (404)562-8574
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables:
  - Derek Street, Project Officer, street.derek@epa.gov, (404)562-8574

B. PRE-AWARD COSTS

In accordance with 2 CFR 1500.8, the grantee may charge pre-award costs (both Federal and non-Federal matching shares) incurred from **July 3, 2021** to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

Programmatic Conditions

FY21 Assessment Cooperative Agreement

Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfield Assessment Cooperative Agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k).

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions, the term "assessment" includes eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA-approved workplan.

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the application for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2021 competition for Brownfield Assessment cooperative agreements.

2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations.

3. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), federal applicable laws and requirements include 2 CFR Part 200.

4. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 276c); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250. For additional information on cross-cutting requirements visit https://www.epa.gov/grants/epa-subaward-cross-cutter-

requirements.

5. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). Assessment activities generally do not involve construction, alteration, and repair within the meaning of the Davis-Bacon Act. However, the recipient must contact the EPA Project Officer if there are unique circumstances (e.g., removal of an underground storage tank or another structure and restoration of the site) that indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on Davis-Bacon Act compliance if necessary.

II. SITE ELIGIBILITY REQUIREMENTS

A. Eligible Brownfield Site Determinations

1. The CAR must provide information to the EPA Project Officer about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR's workplan by EPA. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in CERCLA § 101(39), and whether the CAR is the potentially responsible party under CERCLA § 107, is exempt from CERCLA liability, and/or has defenses to CERCLA liability.

2. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.

3. Brownfield Sites Contaminated with Petroleum

a. For any petroleum-contaminated brownfield site that is not included in the CAR's EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:

i. the State determines there is "no viable responsible party" for the site;

ii. the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and

iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with

the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information.

b. Documentation must include:

i. the identity of the State program official contacted;

ii. the State official's telephone number;

iii. the date of the contact; and

iv. a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

c. If the State chooses not to make the determinations described in Section II.A.3. above, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the requisite determinations.

d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the determinations described in Section II.A.3.b. above.

III. GENERAL COOPERATIVE AGREEMENT

ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

1. This condition supplements the requirements of the Sufficient Progress Condition (No. 27) in the General Terms and Conditions. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Award Official or Grants Management Officer. Alternatively, EPA may terminate this agreement under 2 CFR § 200.340 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.340, depending on the circumstances. Sufficient progress is indicated when 35% of funds have been drawn down and disbursed for eligible activities. For Assessment Coalition cooperative agreements, sufficient progress is demonstrated when a solicitation for services has been released, sites are prioritized or an inventory has been initiated (if necessary), community involvement activities have been initiated and a Memorandum of Agreement is in place, or other documented activities that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

B. Substantial Involvement

1. EPA may be substantially involved in overseeing and monitoring this cooperative agreement.

a. Substantial involvement by EPA generally includes administrative activities by the EPA Project Officer such as monitoring, reviewing project phases, and approving substantive terms included in professional services contracts. EPA will not direct or recommend that the CAR enter into a contract with a particular entity.

b. Substantial EPA involvement includes brownfield eligibility determinations, (including property-specific funding determinations described in Section II.A.2.) and when the CAR awards a subaward for site assessment. The CAR must obtain technical assistance from the EPA Project Officer, or his/her designee, on which sites qualify as a brownfield site and determine whether the statutory prohibitions found in CERCLA § 104(k)(5)(B)(i)-(iv) apply. (Note, the prohibition does not allow a subrecipient to use EPA cooperative agreement funds to assess a site for which the subrecipient is potentially liable under CERCLA § 107.)

c. Substantial EPA involvement may include reviewing financial and program performance reports, monitoring all reporting, record-keeping, and other program requirements.

d. EPA may waive any of the provisions in Section III.B.1., except for property-specific funding determinations, at its own initiative or upon request by the CAR. The EPA Project Officer will provide waivers in writing.

2. Effects of EPA's substantial involvement include:

a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any federal statute.

b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable federal and state laws.

c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10 to coordinate, direct, and oversee the brownfield site assessment activities at a given site, if it does not have such a professional on staff.

2. The CAR is responsible for ensuring that funding received under this cooperative agreement does not exceed the statutory $200,000 funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfield site must be submitted to the EPA Project Officer and approved prior to the expenditure of funding exceeding $200,000. In no case may funding for site-specific assessment activities exceed $350,000 on a site receiving a waiver.

CARs expending funding from a Community-wide Assessment cooperative agreement must include this amount in any total funding expended on the site.

3. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable State or Trial law cybersecurity requirements.

a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/ Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

4. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

D. Quarterly Progress Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1st quarter); January 1 – March 31 (2nd quarter); April 1 – June 30 (3rd quarter); and July 1 – September 30 (4th quarter).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an

explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

2. The CAR must submit progress reports on a quarterly basis in ACRES or to the EPA Project Officer. Quarterly progress reports must include:

a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Assessment cooperative agreement and related activities completed with other sources of leveraged funding.

b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.

c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.

d. An update on the project schedule and milestones, including an explanation of any discrepancies from the EPA-approved workplan.

e. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.

f. A budget summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used (if applicable); and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the EPA-approved workplan, cost overruns or high unit costs, and other pertinent information.

Note: Each property where assessment activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly progress report (see Section III.E. below).

3. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to assess specific properties under this cooperative agreement.

4. In accordance with 2 CFR § 200.329(e)(1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, clean up required, contaminants, institutional controls, engineering controls) by completing and submitting relevant portions of the Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final

accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly progress report to the EPA Project Officer. The CAR must utilize ACRES unless approval is obtained from the EPA Project Officer to utilize the hardcopy version of the Property Profile Form.

F. Final Technical Cooperative Agreement Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance* and 2 CFR § 200.344(a), *Closeout*), the CAR agrees to submit to the EPA Project Officer within 120 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement via email; unless the EPA Project Officer agrees to accept a paper copy of the report. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas:

a. a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the EPA-approved workplan;

b. reasons why anticipated outputs/outcomes were not met; and

c. other pertinent information, including when appropriate, analysis and explanation of cost overruns or high unit costs.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess sites; conduct site-specific planning, general brownfield-related planning activities around one or more brownfield sites, and outreach. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:

a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k).

b. Ensuring that an assessment complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).

c. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.12. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial.

d. Using a portion of the cooperative agreement funds to purchase environmental insurance for the characterization or assessment of the site. Funds shall not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient.*

e. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.332 and the "Establishing and Managing Subawards" General Term and Condition; and carrying out community involvement pertaining to the assessment activities.

2. **Local Governments Only.** No more than 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for Brownfield Program development and implementation of monitoring health conditions and institutional controls. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site assessment is conducted and is contaminated with hazardous substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.

3. Under CERCLA § 104(k)(5)(E), CARs and subrecipients may use up to 5% of the amount of federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for the CAR under this agreement is 5% of the amount of federal funding. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR paid for by EPA under the cooperative agreement shall not exceed this amount. Subrecipients may use up to 5% of the amount of Federal funds in their subawards for administrative costs. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and shall not classify the same types of costs in both categories. The term "administrative costs" does not include:

a. Investigation and identification of the extent of contamination of a brownfield site;

b. design and performance of a response action; or

c. monitoring of a natural resource.

Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.

i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;

ii. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;

iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;

iv. Preparing payment requests and handling payments under 2 CFR § 200.305;

v. Financial reporting under 2 CFR § 200.328;

vi. Non-federal audits required under 2 CFR Part 200, Subpart F; and

vii. Closeout under 2 CFR § 200.344 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.

b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:

a. Cleanup activities;

b. Site development activities that are not brownfield site assessment activities (e.g., marketing of property (activities or products created specifically to attract buyers or investors) or construction of a new facility);

c. General community visioning, area-wide zoning updates, design guideline development, master planning, green infrastructure, infrastructure service delivery, and city-wide or comprehensive planning/plan updates – these activities are all ineligible uses of grant funds if unrelated to advancing cleanup and reuse of brownfield sites or sites to be assessed. Note: for these types of activities to be an eligible use of grant funds, there must be a specific nexus between the activity and how it will help further cleanup and reuse of the priority brownfield site(s). This nexus must be clearly described in the workplan for the project;

d. Job training activities unrelated to performing a specific assessment at a site covered by the cooperative agreement;

e. To pay for a penalty or fine;

f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;

g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient is potentially liable under CERCLA § 107;

h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and

i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.

2. Cooperative agreement funds shall not be used for any of the following properties:

a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);

b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;

c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or

d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

C. Interest-Bearing Accounts and Program Income

1. In accordance with 2 CFR § 1500.8(b), during the performance period of the cooperative agreement, the CAR is authorized to add program income to the funds awarded by EPA and use the program income under the same terms and conditions of this agreement.

2. Program income for the CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, cleanup planning, or other activities when the costs for the activities are charged to this agreement.

3. The CAR must deposit advances of cooperative agreement funds and program income (i.e., fees) in an interest-bearing account.

a. For interest earned on advances, CARs are subject to the provisions of 2 CFR § 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.

b. Any program income earned by the CAR will be added to the funds EPA has committed to this agreement and used only for eligible and allowable costs under the agreement as provided in 2 CFR § 200.307 and 2 CFR § 1500.8, as applicable.

c. Interest earned on program income is considered additional program income.

d. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR § 200.305(b)(5).

4. As required by 2 CFR § 200.302, the CAR must maintain accounting records documenting the receipt and disbursement of program income.

5. The recipient must provide as part of its quarterly performance report and final technical report a description of how program income is being used. Further, a report on the amount of program income earned during the award period must be submitted with the quarterly performance report, final technical report, and Federal Financial Report (Standard Form 425).

V. ASSESSMENT REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

B. Quality Assurance (QA) Requirements

1. When environmental data are collected as part of the brownfield assessment, the CAR shall comply with 2 CFR § 1500.12 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least 30 days prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.

The QAPP should be prepared in accordance with EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans. No environmental data collection or data compilation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. Additional information on the requirements can be found at the EPA Office of Grants and Debarment website at https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial.

2. Competency of Organizations Generating Environmental Measurement Data:

In accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements*, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA Project Officer for this award.

C. Community Outreach

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed.

a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall comply with the *Acknowledgement Requirements for Non-ORD Assistance Agreements* in the General Terms and Conditions of this agreement.

b. If a sign is developed as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project

signage when the sign can be placed in a visible location with a direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients.

2. The CAR agrees to notify the EPA Project Officer of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

3. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation (AAI). The CAR shall utilize the practices in ASTM standard E1527-13 *"Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process*," or EPA's All Appropriate Inquiries Final Rule (40 CFR Part 312). A suggested outline for an AAI final report is provided in *"All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content"* (Publication Number: EPA 560-F-14-003). This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable state standards.

2. AAI final reports produced with funding from this agreement must comply with 40 CFR Part 312 and must, at a minimum, include the information below. All AAI reports submitted to the EPA Project Officer as deliverables under this agreement must be accompanied by a completed *"All Appropriate Inquiries: Reporting Requirements Checklist for Assessment Grant Recipients"* (Publication Number: EPA 560-F-17-194) that the EPA Project Officer will provide to the recipient. The checklist is available to CARs on EPA's website at www.epa.gov/brownfields. The completed checklist must include:

a. An ***opinion*** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.

b. An identification of ***"significant" data gaps*** (as defined in 40 CFR § 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.

c. Qualifications **and** ***signature*** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:

- *"[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the*

definition of Environmental Professional as defined in 40 CFR § 312.10 of this part.''

- ''[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.''

Note: Please use either "I/my" or "We/our."

d. In compliance with 40 CFR § 312.31(b), the environmental professional must include in the final report an ***opinion regarding additional appropriate investigation***, if the environmental professional has such an opinion.

3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR Part 312 (or comparable requirements for those using ASTM Standard 1527-13). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR § 200.339. If a recipient willfully fails to correct the deficiencies EPA may consider other available remedies under 2 CFR § 200.339 and 2 CFR 200.340.

E. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA- approved workplan. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows assessments are complete.

F. Inclusion of Additional Terms and Conditions

1. In accordance with 2 CFR § 200.334, the CAR shall maintain records pertaining to the cooperative for a minimum of three (3) years following submission of the final financial report unless one or more of the conditions described in the regulation applies. The CAR shall provide access to records relating to assessments supported with Assessment cooperative agreement funds to authorized representatives of the Federal government as required by 2 CFR § 200.337.

2. The CAR has an ongoing obligation to advise EPA if it assessed any penalties resulting from environmental non-compliance at sites subject to this agreement.

VI. PAYMENT AND CLOSEOUT

For the purposes of these Terms and Conditions, the following definitions apply: "payment" is EPA's transfer of funds to the CAR; "closeout" refers to the process EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

A. Payment Schedule

1. The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt disbursement requirements of the General Terms and Conditions of this agreement.

This requirement does not apply to states which are subject to 2 CFR § 200.305(a).

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR § 200.344. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.

2. The CAR, within 120 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement 2 CFR Part 200.

a. The CAR must submit the following documentation:

i. The Final Technical Cooperative Agreement Report as described in Section III.F. of these Terms and Conditions.

ii. Administrative and Financial Reports as described in the Grant-Specific Administrative Terms and Conditions of this agreement.

b. The CAR must ensure that all appropriate data have been entered into ACRES or all hardcopy Property Profile Forms are submitted to the EPA Project Officer.

c. As required by 2 CFR § 200.344, the CAR must immediately refund to EPA any balance of unobligated (unencumbered) advanced cash or accrued program income that is not authorized to be retained for use on other cooperative agreements.

CITY COUNCIL
AGENDA ITEM SUMMARY

MEETING DATE: August 16, 2021
AGENDA ITEM: 8f

TO: City Council
FROM: Community Development Director Van Broad
SUBJECT: Cultural Center Renovations

REQUEST

Consideration and action on the following:

- Acceptance of the $183,725 grant from the South Carolina Department of Parks, Recreation & Tourism's (SCPRT) 2020 Undiscovered South Carolina grant program and $30,000 appropriated from Greenville County Council for the Cultural Center renovations.

- Allocation of an additional not to exceed $90,576 for renovations to the restrooms at the Cultural Center

HISTORY/BACKGROUND

The City, through the Community Development Department, applied for and was awarded a $183,725 grant from the South Carolina Department of Parks, Recreation & Tourism's 2020 Undiscovered South Carolina grant program for the Cultural Center renovations. Additionally, Greenville County Council provided $30,000 for the project.

ANALYSIS or STAFF FINDINGS

City Council approved a contract with Momentum Construction to serve as the construction manager for the renovations. Momentum Construction has submitted a guaranteed maximum price (GMP) amendment for the City consideration, which totals 550,028. The GMP amendment is attached for your reference.

FISCAL IMPACT

City Council appropriated $260,000 in FY2021 to fund the Cultural Center renovations, to inter-alia, include:

- Building a new, handicapped-accessible plaza
- Knocking out the main front wall to create new sliding door access to lobby and plaza
- Renovating flooring and ceilings
- Adding a ticket booth
- Renovating bathrooms

Of the $260,000 budgeted, $14,273 has been expended towards this project. The remaining $245,727 has been encumbered to FY2022. A breakdown of the fiscal impact is detailed below:

Revenues		
	Budgeted for FY2022	$245,727
	SCPRT Grant	$183,725
	Greenville County Funding	$30,000
	Additional Funding Requested	$90,576
Total Revenues		**$550,028**
Expenses		
	Phase II	$392,958
	Phase III	$157,070
Total Expenditures		**$550,028**
Total Revenues		**$550,028**
Total Expenditures		**$550,028**
Balance		**$0**

Please note the following:

- The amount of the SCPRT grant award is $183,725. The SCPRT grant is a matching grant, requiring a 1 to 1 cash match. The funds previously budgeted by City Council for this project will serve as the cash match.

- The amount of funding appropriated by Greenville County is $30,000 and does not require a cash match.

- The not to exceed amount for the renovations to the restrooms is $90,576.

- In order for the City to utilize the grant funds for this project, the City Council has to accept them and authorize the expenditure of the grant funds.

- The funding source for the additional $90,576 will be the City's H&A Fund balance.

RECOMMENDATION

Approval of the following is requested:

- Acceptance of the $183,725 grant from the South Carolina Department of Parks, Recreation & Tourism's (SCPRT) 2020 Undiscovered South Carolina grant program and $30,000 appropriated from Greenville County Council for Phase II of the Cultural Center renovations.

- Allocation of an additional not to exceed $90,576 for renovations to the restrooms at the Cultural Center

ATTACHMENTS

Award letter SCPRT
Award email Greenville County
GMP Amendment from Momentum Construction
Architectural Plans

South Carolina
Just right.

South Carolina Department of
Parks, Recreation & Tourism

Henry McMaster
Governor

Duane N. Parrish
Director

February 23, 2021

Mr. Van Broad
Community Development Director
City of Mauldin
5 East Butler Road
Mauldin, South Carolina 29662

RE: 2020 Undiscovered SC Grant
Lobby/Plaza Expansion for Mauldin Cultural Center
Grant #2020-018

Dear Mr. Broad:

The South Carolina Department of Parks, Recreation & Tourism is pleased to inform you that your application for an Undiscovered SC grant for the Lobby/Plaza Expansion for the Mauldin Cultural Center has been approved for funding, pending the execution of a Grant Award Agreement. Due to limited funding for this program, your grant award will be $183,725. Debbie Jordan, Grants Coordinator for the Undiscovered SC Grant program, will contact you to set up a meeting to sign your grant award and go over the grant procedures.

Congratulations on your award! As always, it is a pleasure to work with you to enhance the economic benefits of tourism in our state.

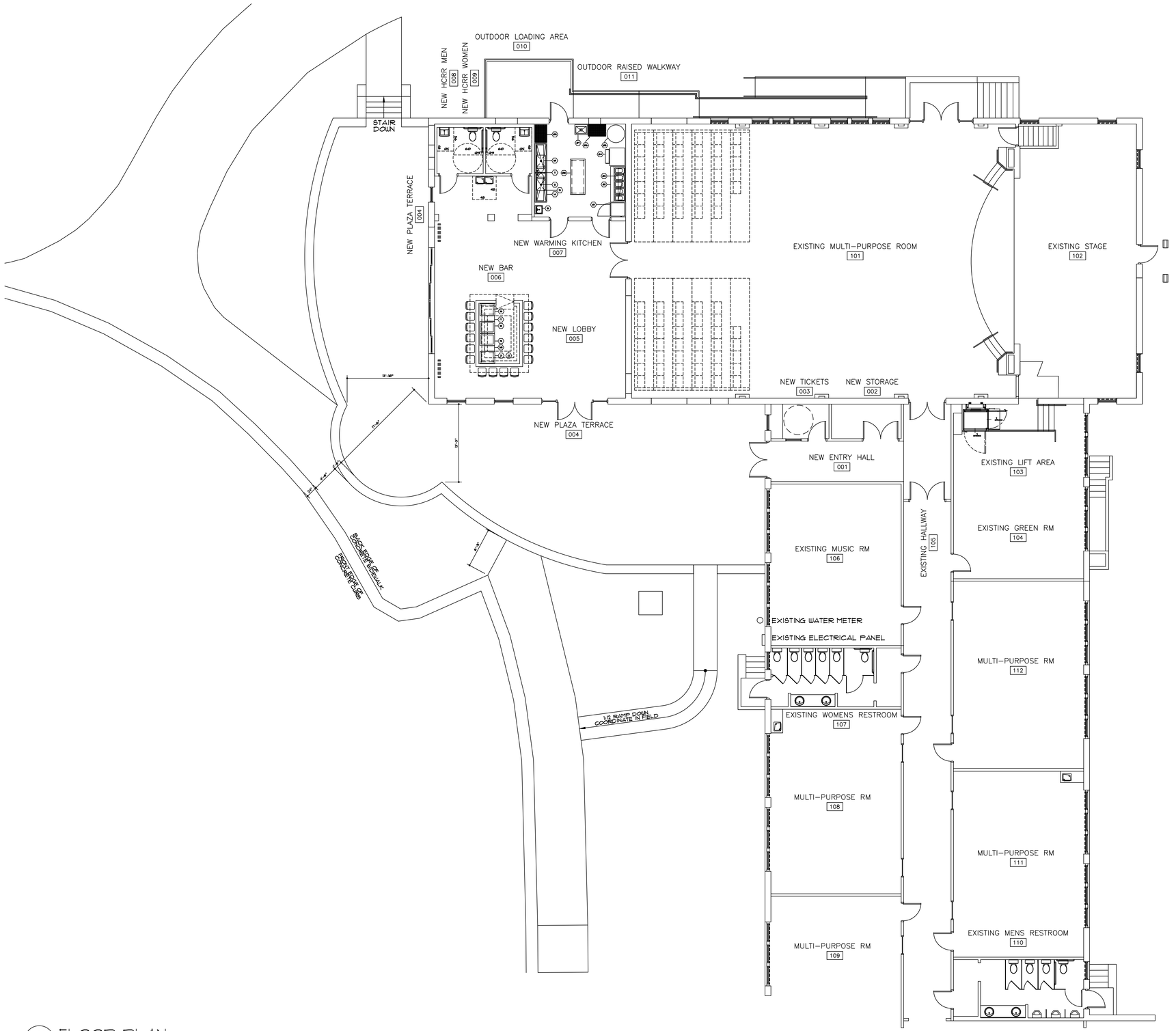
Sincerely,

Duane Parrish
Director

cc: County Legislative Delegation

Brandon, I just got a call from county council administrative assistant, there is a check coming in from my request for council funding toward our lobby expansion. We were about $89K short, this will help a lot.
$15K Dan Tripp
$10K Liz Seman
$5K Butch Kirven
Total $30K. I had sent them a couple of request over the last month and didn't realize they voted this week on them.
Awaiting an SCPRT award.

Van Broad
Community Development Director
864-444-7990
vbroad@mauldincitysc.com



01 FLOOR PLAN
A-2 SCALE: 1/8"=1'-0"

CHARLES J LACHANOS
ARCHITECT LLC
EASLEY, S.C.
CELL PHONE (864) 752-5043
EMAIL CLACHANOS1@GMAIL.COM

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DATE: 06/16/21
DRAWN: CJL
CHECKED: CJL
SHEET 2 OF 3

REVISIONS
SCHEMATIC DESIGN AND PRICING SET 08/12/20
REVISED SCHEM DES AND PRICING SET 08/26/20
PH 2, PH 3, REV. SD AND PRICING SET 09/03/20
DESIGN DEV. 06/07/21
REV. DESIGN DEV. 06/09/21
REV. 2 DES DEV. 06/16/21

Mauldin Cultural Center

Plaza Terrace, Entry, Lobby, and Restroom Project

Mauldin, S.C.

DRAWING TITLE

FLOOR PLAN
1/8" = 1'-0"

PROJECT NO.
20113

DRAWING NO.
A-2
OF

Momentum Construction Services, LLC
PO Box 80538 - Simpsonville, SC 29680
momentumconstruction@charter.net

DATE: 9/9/20

City of Mauldin Cultural Center Phase II and Phase III. Statement of Budget

	PHASE II	
ITEM	**DESCRIPTION**	**BUDGET**
1	Exterior Plaza including handicap ramp, stairs, handrails	$ 120,750.00
2	Bathroom Renovation in the Lobby Area	$ 37,000.00
3	Storefront Doors and Windows in the Lobby	$ 10,000.00
4	Sliding window wall on west side of lobby	$ 28,000.00
5	New floors, painting, and trim in lobby	$ 30,000.00
6	Relocate existing hood and create bar space	$ 10,000.00
7	Warming Kitchen Upfit	$ 20,000.00
8	Add elevated floor, ticket booth and storage to exist entrance	$ 32,000.00
9	HVAC	$ 30,000.00
10	Electrical	$ 30,000.00
	PHASE II SUBTOTAL	$ 347,750.00
	Recommended Contingency (5%)	$ 17,387.50
	Architectural and Engineering Fees	$ 27,820.00
	PHASE II TOTAL:	$ 392,957.50
	PHASE III	
ITEM	**DESCRIPTION**	**BUDGET**
1	Green Room patch sheetrock and paint	$ 5,000.00
2	New Carpet in large Conference Room	$ 4,000.00
3	Replace Awnings at front of building	$ 18,000.00
4	Paint interior walls, ceilings, fire sprinkler	$ 22,000.00
3	Repairs to windows and window trim budget	$ 15,000.00
4	Renovations to Gang Toilets	$ 75,000.00
	PHASE II SUBTOTAL	$ 139,000.00
	Recommended Contingency (5%)	$ 6,950.00
	Architectural and Engineering Fees	$ 11,120.00
	PHASE II TOTAL:	$ 157,070.00

Momentum Construction Services, LLC
PO Box 80538 - Simpsonville, SC 29680
momentumconstruction@charter.net

5/24/2021

City of Mauldin Cultural Center Phase II. Guarenteed Maximum Cost

	PHASE II	
ITEM	DESCRIPTION	Cost
1	Exterior Plaza including handicap ramp, stairs, handrails	$ 120,750.00
2	Bathroom Renovation in the Lobby Area	$ 37,000.00
3	Storefront Doors and Windows in the Lobby	$ 18,000.00
4	Sliding window wall on west side of lobby	$ 28,000.00
5	New floors, painting, and trim in lobby	$ 30,000.00
6	Relocate existing hood and create bar space	$ 10,000.00
7	Warming Kitchen Upfit	$ 20,000.00
8	Add elevated floor, ticket booth and storage to exist entrance	$ 31,000.00
9	HVAC	$ 30,000.00
10	Electrical	$ 30,000.00
11	Green Room patch sheetrock and paint	$ 5,000.00
12	New floors in large conference room	$ 4,000.00
13	Replace Awnings at front of building	$ 18,000.00
14	Paint interior walls, ceilings, fire sprinkler	$ 22,000.00
15	Repairs to windows and window trim budget	$ 15,000.00
	PHASE II SUBTOTAL:	$ 418,750.00
	Recommended Contingency (5%)	$ 20,670.00
	Architectural and Engineering Fees	$ 33,500.00
	PHASE II TOTAL COST	**$ 473,000.00**

CITY COUNCIL
AGENDA ITEM

MEETING DATE: August 16, 2021

AGENDA ITEM: 8g

TO: City Council

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

SUBJECT: Hazard Mitigation Plan

BACKGROUND

Greenville County and its municipal jurisdictions are vulnerable to a wide range of natural hazards, including floods, winter storms, tornadoes/high winds, severe storms/thunderstorms, drought, wildfies, and earthquakes. Hazard mitigation planning aids in reducing the impacts that these hazards can have on the community.

Greenville County adopted its inaugural Hazard Mitigation Plan in 2005. This 2005 Plan was created to comply with the Disaster Mitigation Act of 2000. This plan is required to be updated every 5 years. Revisions to the Hazard Mitigation Plan were prepared in 2010, 2015, and 2020. In 2010, the County converted the original plan to a multi-jurisdictional plan as it involved and included the cities of Mauldin, Greenville, Greer, Simpsonville, Fountain Inn, and Travelers Rest.

During the 2020 cycle, former Fire Chief Bill Stewart and former Streets Supervisor Bryan Thornton participated on the Disaster Mitigation Committee on behalf of the City of Mauldin. The Disaster Mitigation Committee helped to develop the 2020 Hazard Mitigation Plan. Participating in the Greenville County Multi-Jurisdictional Hazard Mitigation Plan enables a more comprehensive approach to mitigating the hazards that pose an equal threat to Greenville County, the City of Mauldin, and other participating jurisdictions.

FEMA requires a jurisdiction to have a current hazard mitigation plan when applying for certain types of non-emergency disaster assistance including various grants.

REQUEST

Consider approval of the resolution to adopt an update to the Greenville County Multi-Jurisdictional Hazard Mitigation Plan.

ATTACHMENTS

Resolution

* Due to the length of the 2020 Greenville Count Multi-Jurisdictional Hazard Mitigation Plan, it has not been included in this packet. However, it can be viewed and downloaded at:
https://www.greenvillecounty.org/FloodplainAdministration/pdf/multijuridictional_hazard_mit_plan.pdf

Resolution # _____

Hazard Mitigation Plan Adoption Resolution

A RESOLUTION TO ADOPT AN UPDATE TO THE GREENVILLE COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

WHEREAS, the City of Mauldin recognizes the threat that natural hazards pose to people and property; and

WHEREAS, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars; and

WHEREAS, an adopted hazard mitigation plan is required as a condition of future grant funding of mitigation projects; and

WHEREAS, the City of Mauldin participated jointly in the planning process with the other units of government in Greenville County to prepare a hazard mitigation plan;

WHEREAS, the City of Mauldin is aware that revision and updating of the plan is critical for active and effective hazard mitigation and that the City of Mauldin will monitor and record hazard related data and events that can be used to update the all-natural hazards mitigation plan;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Members of Council of the City of Mauldin, that they hereby adopt the update to the Greenville County Multi-Jurisdicational Hazard Mitigation Plan in its entirety as an official plan and will undertake annual recording of hazard events, their impact duration and cost.

ADOPTED this _____ day of _____, 2021.

CITY OF MAULDIN

BY: _____
Terry Merritt, Mayor

ATTEST:

_____
Cindy Miller, Municipal Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY COUNCIL
AGENDA ITEM SUMMARY

MEETING DATE: August 16, 2021
AGENDA ITEM: 8h

TO: City Council
FROM: Public Works Director Matt Fleahman
SUBJECT: Inmate Labor Agreement

REQUEST

Consideration and action on inmate labor agreement with the SC Department of Corrections for the provision of inmate labor.

HISTORY/BACKGROUND

Historically, the City has used inmate labor to assist with its Public Works operations, including sanitation and parks & grounds. During the COVID-19 pandemic, inmate labor was eliminated. This resulted in the City using temporary labor and City staff to assist with sanitation services. Currently, the City continues to use temporary labor and City staff to assist with sanitation services.

ANALYSIS or STAFF FINDINGS

The Public Works Department is not currently using inmate labor. However, the inmate labor agreement provides an option for staff to have access to the inmate labor pool.

FISCAL IMPACT

City Council appropriated $71,605.18 for inmate expenses. This funding is currently being utilized to off-set the cost of temporary labor.

RECOMMENDATION

Approval of the inmate labor agreement with the SC Department of Corrections for the provision of inmate labor.

ATTACHMENTS

Inmate labor agreement

Contract ID #139

STATE OF SOUTH CAROLINA)
) AGREEMENT
COUNTY OF GREENVILLE)

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

WITNESSETH

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

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

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

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

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

WHEREAS, Both Parties agree to comply with the Drug Free Workplace Act, Section 44-107-10 et seq. of the South Carolina Code of Laws, to provide a drug free workplace.

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

1. The Department agrees upon the date of the final signature below, it will provide the Contracting Agency with an appropriate number of able bodied inmates who

are assigned to, or are eligible for assignment to, minimum security institutions of the Department to be utilized by the Contracting Agency as a labor force as the Contracting Agency shall require during specified working hours Monday through Friday of each week. The Department Further agrees that upon approved request as so determined by the Contracting Agency, the Department will provide said inmates to be used by the Contracting Agency during times other than during the normal work week.

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

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

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

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

c. Further, the Contracting Agency will ensure that the inmate labor force shall not be assigned to an employment activity that may be expected to result in occupational exposure to Bloodborne Pathogens; however, should the duties of the work performed constitute occupational exposure, it will be the Contracting Agency's responsibility to ensure that universal precautions are taken.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. Non-emergent injury or illness consists of:

1) Surface lacerations/abrasions when bleeding can be stopped with pressure.

2) Insect bites/stings, with no episode of shortness of breath

3) Simple muscle strains and sprains, showing swelling but no bones protruding or bone abnormality.

d. Emergent injury or illness consists of:

1) Chest pain or shortness of breath unrelieved by rest

2) Laceration or abrasion that appears deep enough to require stitches and when bleeding will not stop with pressure and elevation

3) Sudden onset of disorientation or confusion, facial droop and/or complaint of numbness/tingling to any extremity (i.e., legs, arms)

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

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

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

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

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

11. The Contracting Agency shall not allow the inmates to enter any business establishments, receive visitors, or to use or have access to computers, the Internet, telephones, cellular phones, personal digital assistants (PDA's), or any other mobile or non-mobile electronic communication device.

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

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

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

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

15. The Department and the Contracting Agency agree that the terms of this Agreement shall be in effect until June 30, 2022, commencing upon the date of the final signature below. Following the initial one-year term of this Agreement, both parties may extend the Agreement for four (4) additional one-year terms by signing a letter of extension. If both parties do not consent in writing to the extension, this Agreement shall terminate at the end of the then existing term. The parties further agree that either party may terminate this Agreement after a period of thirty (30) days following the receipt by the other party of a written notice of such intent or immediately upon mutual consent of the parties. The parties agree that the Department may temporarily suspend the Agreement at any time due to an emergency, or during a period of inquiry and evaluation that is pertinent to the Agreement.

16. The Contracting Agency shall adopt and comply with the national standards to prevent, detect, and respond to Prison Rape under the Prison Rape Elimination Act (PREA) and permit The Department to monitor this aspect of the contract to ensure compliance with the PREA standards.

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

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

BY: _____
Deputy Director of Administration

DATE: 7/9/21

WITNESSES:

_____

_____

City of Mauldin Public Works

BY: _____
Administrator

Printed Name: _____

DATE: _____

WITNESSES:

_____

_____

CITY COUNCIL
AGENDA ITEM SUMMARY

MEETING DATE: August 16, 2021
AGENDA ITEM: 8i

TO: City Council
FROM: City Administrator Brandon Madden
SUBJECT: CMAR – Fire Station

REQUEST

Approve a Construction Firm to serve as the Construction Manager at Risk (CMAR) to provide preconstruction and construction management services for a new fire station headquarters and police department sub-station in Mauldin.

HISTORY/BACKGROUND

The City's FY2022 Capital Budget provides funding for the construction of a new fire station headquarters and police department sub-station. The City has contracted with Stewart Cooper Newell to provide architectural services for the new fire station headquarters and police department sub-station. The selection of the CMAR is the next step in the construction process.

ANALYSIS or STAFF FINDINGS

The City issued a solicitation for Request for Qualifications (RFQ) from construction firms to manage the project. The RFQ was issued on June 7, 2021 and closed on July 7, 2021. The City received proposals from 11 firms. All of the proposals were reviewed by an Evaluation Committee and the top 2 ranked firms were interviewed. Based on the ranking and interviews, Cloverleaf Construction was recommended by the Evaluation Committee.

FISCAL IMPACT

The fiscal impact will be determined once the selected CMAR provides a Guaranteed Maximum Price (GMP) to the City for its review and acceptance.

RECOMMENDATION

Staff recommends awarding the bid for the CMAR contract to Cloverleaf Construction.

ATTACHMENTS

RFQ

CITY OF MAULDIN REQUEST FOR QUALIFICATIONS (RFQ: 2021–04)

Construction Manager at Risk (CMAR) for New Fire Station

Issue Date: June 7, 2021
Submittals Due: July 7, 2021 by Noon, 12pm EST

Contact: Brian McHone, City Fire Chief
E-mail: bmchone@mauldinfire.com
Phone: (864) 288-5094

CITY OF MAULDIN
5 E. Butler Road, Mauldin, SC 29662

A. Introduction

The City of Mauldin, SC ("City") is seeking to hire a qualified Construction Manager at Risk firm ("CMAR") to provide preconstruction and construction management services for a new fire station headquarters and police department sub-station in Mauldin ("Project"). Through this Request for Qualifications ("RFQ"), the City is seeking Qualifications Statements from interested and qualified firms.

The Project will be constructed at the intersection of W. Butler Road & Plant Street.

The Project will be a single-story building with mezzanine and will include drive-through emergency response vehicle apparatus bays, living quarters, administrative & support spaces for fire station, police sub-station, and site improvements.

The City has retained the services of a design consultant team led by Stewart-Cooper-Newell Architects to develop the design and construction documents to be used as the basis of design.

The Project is currently in the Preliminary Design phase. The City will require that the CMAR assist with defining the project delivery schedule to include establishing the date for Substantial Completion of the Project.

The CMAR must have experience as the prime at-risk contractor, design builder, or construction manager (either individually or as the major joint venture partner) for the construction of a minimum of three (3) similar size or larger facilities to be considered for further evaluation.

B. Scope of Work

The specific scope of work for the selected CMAR for the Project will be defined in the construction management agreement. However, at a minimum the following services are required of the CMAR:

- Provide preconstruction phase services including cost estimating, life-cycle cost analysis, value engineering, constructability reviews, scheduling, phasing plans, etc.
- Provide and maintain Request for Information ("RFI") and submittal logs.
- Develop and maintain a master project schedule.
- Prepare and maintain a cash flow analysis.
- Define and prepare scopes of work for bid packages.
- Develop a site management plan.
- Provide construction management and general contracting services.
- Develop a phasing and sequencing plan.
- Establish and maintain quality control standards.
- Provide Guaranteed Maximum Price ("GMP").

C. Project Schedule

The CMAR is expected to commence preconstruction services in August of 2021.

D. Qualifications Statement Submittal Requirements

The following components shall be submitted to the City in a concise manner as part of the response to this RFQ. Failure to include all the elements specified below may be cause for rejection. Additional information may be provided, but shall be succinct and relevant to this RFQ. Submittals shall be limited to 50 pages. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Qualifications Statements shall correspond to the sections below:

1. **Attachment "A" Certification Form**
   a. An authorized representative of the firm is required to certify the accuracy of all information contained in your firm's submittal by executing the certification form attached to this RFQ and titled ***Attachment "A" Certification***.

2. **Firm Information**
   a. Firm name, mailing address (include physical location if mailing address is a P.O. Box), contact person, telephone number, and e-mail address.
   b. Type of organization (joint venture, partnership, limited partnership, corporation, etc.). If submitting as a joint venture, firm shall provide a summary of the draft agreement terms.
   c. Firm history, including background of firm's executive management and number of years the firm has been in business.
   d. Financial information:
      i. Firm's total annual construction volume for the past five (5) years.
      ii. Name and contact information of the firm's bonding company.
      iii. Letter from the surety indicating the firm's current bonding capacity and the surety's willingness to bond the Project.
      iv. A.M. Best rating for the firm's surety, and its status to do business in South Carolina.
   e. Has the firm, or joint venture partner, ever been involved in litigation or arbitration with an owner of a similar facility? If so, please describe each instance, giving specific detail regarding the reasons for the claim and amount in dispute. Explain how the claim was resolved.

3. **Relevant Experience and Capabilities**
   a. Provide confirmation that the firm and its team members are licensed to provide construction management services in South Carolina.
   b. Demonstrate the firm's experience in constructing fire station projects. Provide three (3) or more examples where the firm has provided construction management services for projects similar in size and complexity to the Project. The selected projects should demonstrate the firm's capability, creativity and unique problem-solving skills, budget and schedule compliance, and added value. The following information shall be provided for each project:
      i. Owner and location of the project,
      ii. Completion date or status of the project,
      iii. Brief project description highlighting its key elements,
      iv. Capacity and square footage of the project,
      v. Key personnel proposed for this project that were involved in the project,
      vi. E-mail and telephone number for client references, and
      vii. Initial project budget, final cost, and type of contract.

4. **Project Team**
   a. Identify the key personnel who will be assigned to the Project.
   b. Identify the firm's single point of contact for the entire Project.
   c. Provide an organization chart clearly defining all individuals proposed for the Project.
   d. Provide resumes for each individual listed above, including the following:

      i. Name and title,
      ii. Years of experience,
      iii. Years with firm,

iv. Office location,
v. Education, certifications, licenses, and/or special training,
vi. Description of role and key responsibilities for the Project and level of involvement in each phase, and
vii. Listing and description of relevant project experience.

e. Identify the level of commitment to the Project for each key personnel, including the project executive and lead project manager(s). Indicate their ability to start preconstruction services in August of 2021.

5. **Project Approach:** Provide a narrative describing the firm's approach to the Project. The following items shall be addressed specifically:

   a. Discuss approach to project controls, including scope, schedule, budget and cost control, and construction quality control with examples of past success.
   b. Describe procurement plan to ensure completion of the Project on a timely basis.
   c. Describe practices and processes in monitoring and managing construction activities and subcontractor performance to minimize requests for change orders and avoid or mitigate construction related disputes.
   d. Indicate whether the firm would propose to self-perform any work on the Project and, if so, the nature of the work and the firm's capability to self-perform.
   e. Describe how the firm will ensure competitive pricing and on-time, quality performance by its subcontractors.
   f. Describe the firm's approach to creating a competitive procurement environment for the benefit of the Project.
   g. Describe the firm's experience implementing apprenticeship and/or work for development programs.

6. **Minority Participation**: Describe the program (plan) that your company has developed to encourage participation by Minority and other HUB firms to meet or exceed the goals set by South Carolina Code of Laws Section 11-35-5240. Attach a copy of that plan to this proposal. Provide documentation of the Minority and other HUB participation that you have achieved over the past two years on both public and private construction projects. Outline specific efforts that your company takes to notify Minority and other HUB firms of opportunities for participation. Indicate the minority participation goal that you expect to achieve on this project. The CMAR will be required to submit a final plan for compliance with Section 11-35-5240 for City approval prior to soliciting bids for the Project's first tier subcontractors.

E. Selection Criteria

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. 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.

The Evaluation Committee reserves the right to disqualify any proposal for, but not limited to, person or persons it deems as non-responsive and/or non-responsible. The Evaluation Committee reserves the right to make such investigations of the Proposals as it deems appropriate. The evaluation committee may elect to interview firms short listed but reserves the right to award the contract based upon the City's review and ranking of proposals.

Award of any proposal may be made without discussion with proposers after responses are received. The City reserves the right to cease contract negotiations if it is determined that the proposer cannot perform services specified in their response.

Qualifications Statements will be evaluated by the Selection Committee based on the firms' ability to meet the requirements of this RFQ. The Evaluation Committee will review each proposal using the primary criteria below:

Category	Maximum Points
Firm's Background Information & Client References (e.g., an office in South Carolina, and/or extensive experience in South Carolina)	**10**
Relevant Experience and Capabilities (e.g., experience providing preconstruction and construction management services for similar projects)	**25**
Approach to the Project	**25**
Project Planning and Management (e.g., ability to meet the established schedule)	**20**
Qualifications and abilities of key individuals proposed for the Project	**20**
Proposal Evaluation Total	**100**

F. Submission Process and Timeline

Qualifications Statements shall be submitted electronically no later than **Noon (12:00 pm EST on July 7, 2021**. Responses must be prepared in conformance with the guidelines described in this RFQ. Responses received after the deadline will **not** be considered.

- Electronic qualification statements shall be submitted electronically in PDF format to bmchone@mauldinfire.com. E-mail subject line must be as follows: "**CMAR Qualifications Statement – City of Mauldin – Construction of Fire Station**"

All responses are subject to public disclosure under the South Carolina Public Records Law. To the extent permissible by law, the City agrees to keep confidential any confidential proprietary information included in a response, provided that: 1) the respondent identifies the confidential proprietary portions of the response; 2) the respondent identifies as confidential and proprietary only those portions of the submittal that actually are confidential and proprietary; and 3) the respondent states why protection is necessary. Respondents shall not designate their entire response as confidential and proprietary, nor shall they so designate information that is already public.

In submitting a Qualifications Statement, each firm agrees that the City may reveal any materials contained in such response to all the staff and the officials involved in the selection process and to any outside consultant or other third parties who serve on the Selection Committee or who are hired by the City to assist in the selection process. Furthermore, each firm agrees to indemnify and hold harmless the City and each of its officers, employees and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the firm has designated as a trade secret.

Any information that the respondent would like to remain confidential should be e-mailed under separate cover to bmchone@mauldinfire.com. The e-mail subject must be "**PROTECTED: CMAR – City of Mauldin – Construction of New Fire Station**."

The schedule for this procurement of the CMAR is as follows:

1.	Issue RFQ	June 7, 2021
2.	Deadline for Questions / Clarifications	June 21, 2021, **Noon, 12pm**
3.	Submittals Due	July 7, 2021, **Noon, 12pm**
4.	Owner/Architect Meeting	July 14, 2021
5.	**Optional** Interviews of Short List	July 28, 2021
6.	Notice of Award	August 16, 2021
7.	Selected CMAR Prelim. SD Cost Estimate	September 16, 2021

G. Contract Negotiation

Fee negotiations shall be conducted for performance of the contract at a price which is fair and reasonable. Should the City be unable to negotiate a contract at a price that is fair and reasonable, negotiations shall be formally terminated with the highest ranked Firm and the City shall have the option to commence negotiations with the second ranked Firm.

The selected firm will be responsible for developing and submitting a detailed Project Scope and Time Schedule to be included in the contract documents. This scope and schedule shall be consistent with the requirements of this RFP and is subject to approval by the City of Mauldin.

H. General Terms and Conditions

1. Competition

It is the intent and purpose of the City that this solicitation permits competition. It shall be the Firm'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.

2. Confidentiality and Proprietary Information

All submissions become the property of the City and will not be returned to the Firm. 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. Firms 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.

3. Conflict of Interest

The Firm 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. Firm 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.

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 Firm 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 Firm agrees that there is no collusion or arrangement between the Firms and any other actual or prospective Firms in connection with proposals submitted for this project and the Firm 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 RFP.

Each Firm shall comply with all applicable Federal, State and Local laws and shall meet all requirements imposed upon this service industry by regulatory agencies. Firms will submit the Statement of Assurance, Compliance and Non-collusion with its proposal submittal which is enclosed as Attachment B.

5. Drug-Free Workplace

Firm(s) will submit the Drug-Free Workplace Certification with its proposal submittal which is enclosed as Attachment C.

6. Insurance

The Firm 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 Firm 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. Firms will submit and minimally the below listed insurance. The Firm will submit the Insurance Certification with its proposal submittal which is enclosed as Attachment D.

7. Litigation

Firms 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 Firms may be disqualified from the evaluation process.

8. No Contract

This RFP is not a tender and does not commit the City in any way to select a preferred Firm. By submitting a proposal and participating in the process as outlined in this RFP, Firms 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. Proposal Guarantees, Warranties and Schedule

The Firm must furnish items and services identified under Scope of Work in accordance with Conditions, requirements and all other terms as set forth elsewhere herein. Firms must execute and include Attachment E with its proposal which agrees to and acknowledges the acceptances of the responsibility to provide all as specified.

The City reserves the right to refuse and reject any or all responses to the RFQ, to advertise for new RFQ responses, or to accept any RFQ response deemed to be in the best interest of the City in its sole and exclusive discretion. The City reserves the right to waive technicalities and informalities. The City reserves the right to negotiate with one or more firms and is not obligated to enter into any contract with any respondent on any terms or conditions.

A response to this RFQ shall not be construed as a contract, nor indicate a commitment of any kind. The RFQ does not commit the City to pay for costs incurred in the submission of a response to this RFQ or for any cost incurred prior to the execution of a final contract. No recommendations or conclusions from this RFQ process concerning your firm shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of the State of South Carolina.

Neither binding contract, obligation to negotiate, nor any other obligation shall be created on the part of the City unless the City and your firm execute a contract.

ATTACHMENT A - CERTIFICATION

CERTIFICATION

I_____ (print full name), being an authorized representative of

_____ (print full legal name of firm), certify that all information

contained in the following qualification package for Construction Manager at Risk Services, including its forms and other documents, delivered or to be delivered to the City of Mauldin, is true, accurate and complete. This qualification package includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City of Mauldin as to any material facts.

Represented and Warranted By: _____(Signature)

Title: _____ (Print)

Contact: _____ (Phone)
_____(Email)

Date Certified/Signed: _____

ATTACHMENT B – COMPLIANCE, ASSURANCE AND NON-COLLUSION

Statement of Assurance, Compliance and Non-collusion

State of_____County of _____

City of_____, being first duly sworn, deposes andsays 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 a stated in the Submittal/Submittaldocument; 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 C – 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 amember 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 D – 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 Attachment.

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- insured retentions.

D. Notice of Cancellation or Non-renewal
Each insurance policy required by this Attachment 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 Attachment 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 E – 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 inthis RFQ.

Proposer Warranties

1. Proposer warrants that it is willing and able to comply with State of South Carolina laws with respectto foreign (non-state of South Carolina) corporations.

2. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policyproviding 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 agreementwithout 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 andaccurate.

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