CITY COUNCIL MEETING

MONDAY, SEPTEMBER 20, 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 SEPTEMBER 20, 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. Woodworker's Guild Proclamation [Page 5]
b. Constitution Week Proclamation [Page 6]

3. Reading and Approval of Minutes Mayor Merritt

a. City Council Meeting August 16, 2021 [Pages 7-11]
b. Special Called Council Meeting- August 16, 2021 [Page 12]
c. Special Called Council Meeting-August 18, 2021 [Page 13]
d. Special Called Council Meeting – September 13, 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

Ordinances- 2nd 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

c. Consideration of an Ordinance related to the Fire Department (Committee of the Whole) [Pages 28-77]

8. New Business

Ordinances – First Reading

a. An ordinance to provide for the annexation of property owned by Bo Lac Properties, LLC, and located at 2001 Fork Shoals Road (Tax Map Parcel: 0583.02-01-007.05) by one hundred percent petition method; and to establish a zoning classification of R-10, residential, for said property [Pages 78-94] — Councilor Kuzniar

b. An ordinance to provide for the annexation of property owned by Cojac Whitehorse, LLC, and located at Fork Shoals Road and Union Church Road (Tax Map Parcel: 0583.02-01-007.02) by one hundred percent petition method; and to establish a zoning classification of R-10, Residential, and C-2, Commercial, for said property [Pages 78-94] — Councilor Kuzniar

c. An amendment to the Mauldin Zoning Ordinance establishing definitions and conditional use standards for thrift stores, consignment stores and like businesses and to establish the zoning districts for which they can locate [Pages 95-106] — Councilor Kuzniar

Standing Committee Items

d. Corporate Memberships — Councilor Black

e. Upfit of Police Cars — Councilor King

f. Department of Juvenile Justice Agreement — Councilor King

g. Purchasing Policy Amendment — Councilor Reynolds

h. City Phone Service Provider — Councilor Reynolds

i. American Recovery Plan Act — Councilor Reynolds

j. FY 2022 Initiatives — Councilor Reynolds

k. Carolina Piedmont Railroad Reimbursement Agreement — Councilor Matney

l. Resolution- Cost Reimbursement Agreement	Councilor Matney
m. Resolution- Multi- County Industrial Park Pages	Councilor Matney
n. Amendment to Lease Agreement	Councilor Matney
9. Public Comment	Mayor Merritt
10. Council Concerns	Mayor Merritt
11. Adjournment	Mayor Merritt

Proclamation

WHEREAS, in June of 1981, Arthur M. Welling, W. Clayton Jackson, Robert A. Harvey, Michael P. McDunn, and J.C. Thompson signed the original Partnership Agreement to establish the Greenville Woodworkers Guild; and

WHEREAS, The founders had a vision to serve the community by developing an association to promote the art of woodworking, to provide woodworking education, and to perform charitable activities; and

WHEREAS, Since then, membership has grown to more than 800 men, women, and teens; and

WHEREAS, The Woodworkers Guild headquarters has moved from temporary, borrowed spaces to a world class facility, complete with an amazing shop, a presentation auditorium with tiered seating for 300, and a library full of woodworking magazines and books; and

WHEREAS, Members have completed dozens of charitable projects for local non-profit groups, taught hundreds of mentoring classes, been featured prominently in local arts activities, and enjoyed fellowship with hundreds of others who share a love for making things out of wood and teaching others to do the same. The guild's members log thousands of hours annually in charitable projects that benefit our community through several agencies; and

WHEREAS, The guild continues to grow and the focus and dedication to the community has not changed since its founding.

NOW THEREFORE, I, Terry Merritt, Mayor of the City of Mauldin do proclaim the City of Mauldin is proud to have the Greenville Woodworkers Guild headquartered here and wish them continued success on their 40th anniversary.

_____
Terry Merritt, Mayor

ATTEST:

_____
Cindy Miller
Municipal Clerk

PROCLAMATION

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

WHEREAS: September 17, 2021, marks the two hundred and thirty-fourth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

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

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

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

CONSTITUTION WEEK

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

_____

Terry Merritt, Mayor

ATTEST:

_____

Cindy Miller, Municipal Clerk

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

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

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

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

2. Proclamations and Presentations
   a. None

3. Reading and Approval of Minutes
   a. City Council Meeting July 19, 2021
   b. Special Called– July 22, 2021
   c. Special Called Council Meeting – July 27, 2021
   d. Special Called Council Meeting- July 30, 2021
   e. Special Called Council Meeting- August 2, 2021

   Motion: Councilman Matney made a motion to approve the minutes for July 19, 2021, July 22, 2021, July 27, 2021, and July 30, 2021. Councilman Kraeling seconded the motion.

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

   Motion: Councilwoman King made a motion to approve the minutes of August 2, 2021. Councilman Reynolds seconded the motion.

   Vote: The vote was unanimous (6-0). Councilman Black did not vote since he was not present at the meeting.

4. Public Comment- None

5. Report from City Administrator- None

6. Report from Standing Committees

   a. Finance and Policy (Chairperson Reynolds)- Chairman Reynolds stated there was no Finance and Policy committee this month, but several items will be discussed in the upcoming months.

   b. Public Safety (Chairperson King)- Chairwoman King that National Night Out was a huge success and thanked the departments for their help with this event. The Fire Department hosted a hot

dog cookout last week for employees. Public schools start tomorrow, and the police department will be out making sure the children are safe.

c. Public Works (Chairperson Kraeling)

d. Economic Planning & Development (Chairperson Matney)- Chairman Matney mentioned that Beachin' Fridays was a great event for 10 weeks and thanked the Community Development and other departments that helped.

e. Building Codes (Chairperson Kuzniar)- Chairwoman Kuzniar said building inspections and permits have increased. 7 new businesses opened in July.

f. Recreation (Chairperson Black)

7. Unfinished Business
There are no Ordinances for Second Reading

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

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

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

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

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

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

Standing Committee Items

c. GIS Services-

Motion: Chairman Kraeling made a motion to accept the contract with Avineon for the continued GIS services for the City. Councilwoman King seconded the motion.

Chairman Kraeling said the current contract terms remain the same, with the only change being the name of the company, from Two Springs to Avineon.

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

d. Acceptance of Utility Tax Credits

Motion: Chairman Matney made a motion to approve the acceptance and expenditure of $100,000 in utility tax credits for Access Point. Councilman Reynolds seconded the motion.

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

e. EPA Brownfields Grant

Motion: Chairman Matney made a motion to approve the receipt and expenditure of $300,000 for a Brownfields Grant. Councilman Kraeling seconded the motion.

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

f. Cultural Center Lobby / Plaza

Motion: Chairman Matney made a motion to accept 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. Councilman Kraeling seconded the motion.

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

Motion: Chairman Matney made a motion to allocate an additional not to exceed $90,576 for renovations to the restrooms at the Cultural Center. This money will come from H&A. Councilwoman Kuzniar seconded the motion.

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

g. A resolution to adopt an update to the Greenville County Multi-Jurisdictional Hazard Mitigation Plan

Motion: Chairwoman Kuzniar made a motion to accept this resolution with Councilman Black seconding.

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

h. Inmate Labor Agreement

Motion: Chairwoman King made a motion to approve the inmate labor agreement with the SC Department of Corrections for the provision of inmate labor.

This agreement does not mean the City will use inmate labor in the future, but gives us the ability to do so if we choose.

i. CMAR Fire Station

Motion: Chairwoman King made a motion to award the bid for the CMAR contract for the new fire station to Cloverleaf Construction. Councilman Reynolds seconded the motion.

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

Committee of the Whole

j. Consideration of an Ordinance related to the Fire Department

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

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

Motion: Chairwoman King made a motion to accept this ordinance on first reading for sale of the current fire station headquarters. Councilman Matney seconded the motion.

Brandon Madden said there would be a couple of small revisions to the ordinance, and it will be amended before final reading.

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

9. Public Comment

Dean Kirkland: Private Kirkland reporting for duty. Dean Kirkland, Mauldin, South Carolina. When can I go?

Mayor Merritt: Yeah, you're good.

Dean Kirkland: How long does it take y'all once I put something on the table? It has been three months. I am going to say something to three of y'all. Anything that you do that causes emotional and mental abuse is up to five years. I have been using my phone. I am a lawyer. You don't have to go to school to be a lawyer.

Whatever taxes you are going to pass… strike them out so people don't have to pay for them. Double taxation is wicked.

And Matney called the Chief on vacation, why didn't he call me? Let's see, I was going to ask you. Do you get three minutes for public comment?

Mayor Merritt: You get three minutes from the time you start talking to talk about anything you want.

Dean Kirkland: I know, but do you get three minutes on both public comments?

Mayor Merritt: On the first public comment, if you had a comment on an item on the agenda, you would have three minutes there, and then three minutes again for general comment…

Dean Kirkland: Well, I raised my hand to speak. What do you think about that Donald Trump? I voted for him, but I can't believe he raped women and didn't let blacks…26 women got him for assault. One woman, like I told you I could do, is suing him for one billion dollars. I don't know if she will get it. When you make God angry, things happen. I don't hate nobody, but I hate wickedness.

I am a prophet. You can mock me if you want to, but we don't lie, we have visions, we speak to God and he speaks to us. God has heard the cries of his people. Many people have visions. He gives visions to prophets. I have a vision this place is going to get cleaned up. I want to find out why these things haven't been brought up.

10. Council Concerns- Councilman Matney said there has been a rise in Covid infections and hospitals are becoming more taxed on resources. He strongly encouraged anyone who has not been vaccinated to consider it and do research on it. He said he would be glad to share his experiences with the vaccination with anyone.

11. Adjournment- Mayor Merritt adjourned the meeting.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

MINUTES
CITY OF MAULDIN
SPECIAL CALLED CITY COUNCIL MEETING AUGUST 16, 2021, 6:00 PM
CITY HALL - COUNCIL CHAMBERS 5 E. BUTLER ROAD

Council Members present: Mayor Terry Merritt, Council Members Carol King, Jason Kraeling, Dale Black, Michael Reynolds, and Diane Kuzniar. Councilman Matney was in the building and joined during executive session.

Others present: City Administrator Brandon Madden

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

2. New Business
   a. Motion to enter into Executive Session to consider an economic development matter related to Project GT as allowed by State Statute Section 30-4-70 (a)(2)

      Motion: Councilman Kraeling made a motion to go into executive session with Councilman Black seconding.
      Vote: The vote was unanimous (6-0).

      Mayor Merritt reconvened the meeting at 7:20 p.m. Councilman Matney 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 7:22 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

MINUTES
SPECIAL CALLED CITY COUNCIL MEETING
AUGUST 18, 2021, 6:00 PM
CITY HALL - COUNCIL CHAMBERS
5 E. BUTLER ROAD

Council members present: Mayor Terry Merritt, Council members Taft Matney, Dale Black, Jason Kraeling, Michael Reynolds and Dale Black. Councilwoman Diane Kuzniar was out of town, but will join via Zoom during the executive session.

1. Call to Order- Mayor Terry Merritt
   a. Invocation- Councilwoman King
   b. Pledge of Allegiance- Councilwoman King
   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: Councilwoman King made a motion to go into executive session with Councilman Reynolds seconding.

      Vote: The vote was unanimous (5-0).

   b. Possible action on items discussed in Executive Session

      Mayor Merritt reconvened the Council meeting at 9:20 p.m. Councilwoman King reported no decisions were made and no action taken in executive session.

3. Public Comment- None
4. Council Requests- None
5. Adjournment- Mayor Merritt adjourned the meeting.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

MINUTES
CITY OF MAULDIN
SPECIAL CALLED CITY COUNCIL MEETING
SEPTEMBER 13 , 2021, 6:00 PM
CITY HALL - COUNCIL CHAMBERS 5 E. BUTLER ROAD

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

Others present: City Administrator Brandon Madden

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

2. New Business
   a. Motion to enter into Executive Session to Executive Session to consider contractual matters related to the Community Development Department as allowed by State Statute Section 30-4-70 (a) (2)

   b. Motion to enter into Executive Session to consider a personnel matter as allowed by State Statute Section 30-4-70 (a)(1)

      Motion: Councilman Matney made a motion to go into executive session for the two items listed above. Councilman Reynolds seconded the motion.

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

      Mayor Merritt reconvened the meeting at 7:50 p.m. Councilman Matney reported no decisions were made and no action taken in executive session.

   c. Possible action on items discussed in Executive Sessions- None

3. Public Comment- None
4. Council Requests- None
5. Adjournment- None

Respectfully Submitted,
Cindy Miller
Municipal Clerk

CITY COUNCIL
AGENDA ITEM

MEETING DATE: September 20, 2021

AGENDA ITEM: 7a

TO: City Council

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

SUBJECT: Rezoning at 227 E Butler Road
***** 2nd Reading *****

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 second 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.

On August 16, 2021, the City Council approved this rezoning on first reading.

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

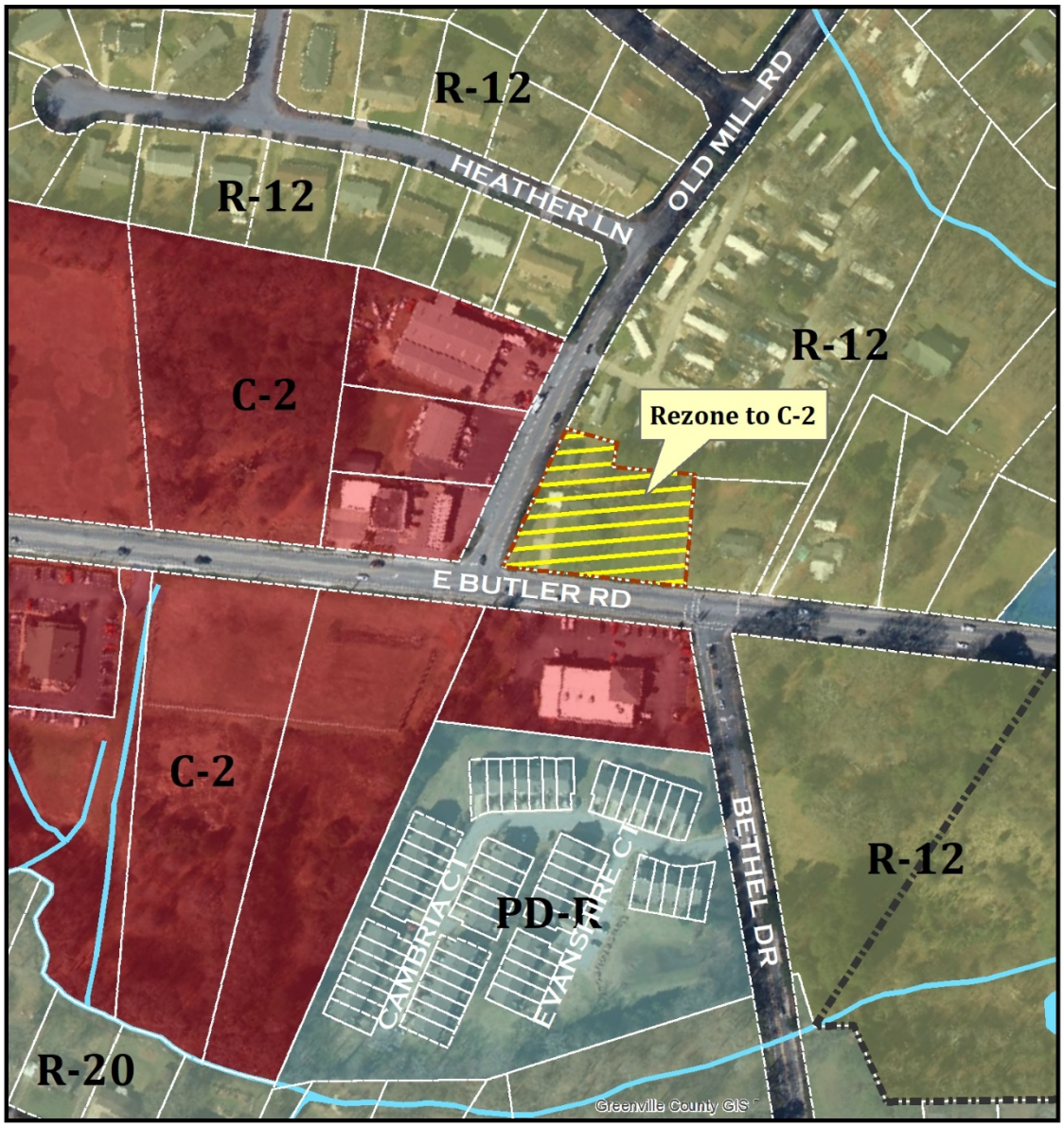
_____
Cindy Miller, Municipal Clerk

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: September 20, 2021

AGENDA ITEM: 7b

TO: City Council

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

SUBJECT: Rezoning at the Outparcels of Arden Woods
*** **Request by Applicant to Table** ***

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)

*** **The applicant has requested that this rezoning be tabled by the City Council while they work to identify a commercial developer.**

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.

F. 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;

G. 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;

H. 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;

I. 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

J. 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.

F. ***Comprehensive Plan Consistency***

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

G. ***Suitability of the Site***

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

H. ***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.

I. ***Infrastructure Capacity***

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

J. ***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

Table this ordinance at the request of the applicant

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.

On August 16, 2021, the City Council approved this ordinance on first reading.

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

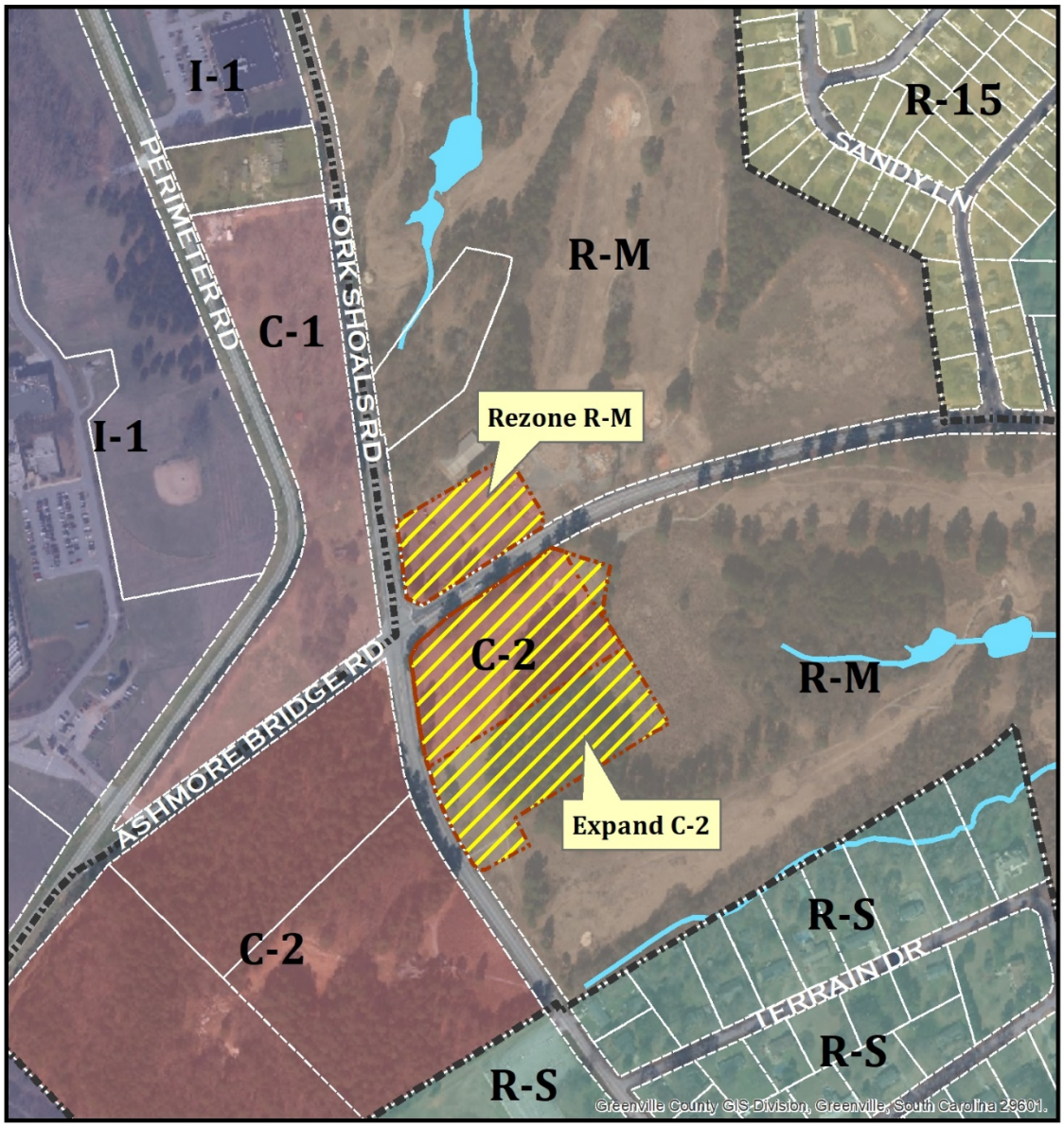
APPROVED AS TO FORM:

_____

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

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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: September 20, 2021
AGENDA ITEM: 7c

TO: City Council
FROM: City Administrator Brandon Madden
SUBJECT: Consideration of an Ordinance related to the Fire Department

REQUEST

City Council is requested to approve an Ordinance for the sale of the Fire Station headquarters.

HISTORY/BACKGROUND

On November 4, 2020, the City entered into a Letter of Intent (LOI) for the sale of approximately .35 acres containing the City Fire Station Headquarters, which was extended on April 27, 2021, for $775,000.

ANALYSIS or STAFF FINDINGS

Staff has negotiated a Purchase and Sales Agreement (PSA) pursuant to the LOI. Pursuant to State Law, City Council must authorize the sale of property via two ordinance readings and public hearing. First reading approval of the Ordinance to sale the property as detailed in the attached agreement is requested.

FISCAL IMPACT

The contract for the sale of the property to Milledoler Property, LLC is for $775,000.

RECOMMENDATION

Second reading approval of the Ordinance is recommended.

ATTACHMENTS

Ordinance

MAULDIN ORDINANCE _____-2021

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF ANY AND ALL INTEREST IN CERTAIN REAL PROPERTY IN THE CITY OF MAULDIN

WHEREAS, the City of Mauldin ("City") owns certain real property located at 9 E. Butler Road and identified as Greenville County Tax Map No. M003010201000 within the city limits of Mauldin, County of Greenville, a portion of which is currently utilized by the City of Mauldin as a fire station (hereinafter "Property"); and,

WHEREAS, Milledoler Properties, LLC ("Purchaser") intends to purchase and the City desires to convey a portion of the Property pursuant to the terms of the Contract attached hereto as Exhibit "A" for a purchase price of Seven Hundred and Seventy-Five Thousand and No/100ths ($775,000.00) Dollars; and,

WHEREAS, the Purchaser is required, as a condition of the Sale, to develop the Property pursuant to a Development Plan approved by the City that is consistent with the City's Downtown Master Plan; and,

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

WHEREAS, the Mayor and City Council find that it is in the best interest of the City of Mauldin to convey the Property pursuant to the terms of the Contract attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Mauldin, that the Mayor of the City is hereby authorized, empowered, and directed to execute, acknowledge and deliver a quit-claim deed and all other necessary closing documents to convey any and all interest the City may have in the Property pursuant to the terms of the Contract attached hereto as Exhibit "A".

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

_____
Terry Merritt, Mayor

ATTEST:

_____
Cindy Miller, Municipal Clerk

Introduced by: _____

First Reading: _____

Second Reading: _____

Approved as to form: _____
City Attorney

CITY COUNCIL
AGENDA ITEM

MEETING DATE: September 20, 2021

AGENDA ITEM: 8a & 8b

TO: City Council

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

SUBJECT: Annexation of Property at Fork Shoals Rd and Union Church Rd

	TRACT #1 (2001 Fork Shoals Rd)	**TRACT #2 (corner of Fork Shoals Rd & Union Church Rd)**
AUTHORIZED REP(S):	SVN Blackstream Bluewater Civil Design, LLC	SVN Blackstream Bluewater Civil Design, LLC
OWNER(S):	**Bo Lac Properties, LLC**	**Cojac Whitehorse, LLC**
TAX MAP NUMBER(S):	0583.02-01-007.05	0583.02-01-007.02
LOCATION:	2001 Fork Shoals Rd	Corner of Fork Shoals Rd & Union Church Rd
CURRENT ZONING:	R-S (County)	R-S (County)
REQUESTED ZONING:	R-10, Residential	R-10, Residential & C-2, Commercial
SIZE OF PROPERTY:	Approx. 16 acres	Approx. 16 acres
CONTIGUITY:	These tracts are directly contiguous to the Chestnut Ridge subdivision which was annexed into the City of Mauldin on February 18, 2019, with an additional 62 acres annexed into the City of Mauldin on January 19, 2021.	

REQUEST

The City of Mauldin has received signed petitions requesting the annexation of two tracts of land consisting of two parcels pursuant to South Carolina Code of Laws Section 5-3-150. These petitions include approximately 16 acres owned by Bo Lac Properties, LLC, located at 2001 Fork Shoals Road, and approximately 16 acres owned by Cjoac Whitehorse, LLC, located at the corner of Fork Shoals Road and Union Church Road. The applicant has requested that these tracts be zoned R-10 Residential, with a C-2 Commercial 2.8-acre outparcel upon annexation into the City of Mauldin.

The applicant plans to expand the Chestnut Ridge subdivision, which is currently under development, onto both of these tracts totaling approximately 32 acres. Chestnut Ridge is already approved for 529 single-

family detached homes, 43 single-family attached homes, and a commercial outparcel along Fork Shoals Road. This annexation will enable the applicant to improve the access to the Chestnut Ridge subdivision by creating a new entrance aligned at the intersection of Fork Shoals Road and Reedy Fork Road. This annexation will also enable the applicant to expand the Chestnut Ridge development project by adding approximately 139 single-family detached homes as well as a 2.8-acre commercial outparcel at the intersection of Forks Shoals Road and Union Church Road. The price-point for homes is expected to average in the high-$200s and up.

UTILITIES AND SERVICES

All utilities are available including water and sewer. ReWa has a main line that runs along the Reedy River and the developer has already acquired the necessary easements to tie into this line. The City of Mauldin anticipates owning and maintaining new sewer lines constructed as part of any development project on these tracts. Approvals for sewer will be required before any proposed development is approved.

This tract is currently located in in the South Greenville Fire District. The South Greenville Fire District has a station located approximately ¼ from Union Church Road. This tract is currently outside the 5-mile driving distance to the nearest Mauldin fire station required for the City's stellar ISO rating to be applied to homes that will be constructed on this tract. On February 18, 2019, the City Council approved an automatic aid agreement with the South Greenville Fire District that will trigger fire response to this tract from the South Greenville Fire District.

PLANNING AND ZONING

About the R-10 District

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

R-10 Zoning allows a minimum 10,000-square foot lot (comparable density of 4.4 units per acre)

Comprehensive Plan Analysis

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

Surrounding Development/Zoning

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

Direction	Zoning District(s)	Existing Use(s)
North	R-12 (County)	Undeveloped land
South	R-S (County)	Rural residential land
East	R-10 (City)	Chestnut Ridge subdivision
West	R-12 (County)	Harrington subdivision

Property Values

The homes in this project are projected to sell at an average in the high-$200's and up. This range will be consistent or above the average price of home sales in adjacent communities over the last couple of years. See below.

Community	2020		2021	
	No. of Sales	Avg. Price	No. of Sales	Avg. Price
Harrington*	104	$233,550	111	$261,017
Meadow Ridge	1	$126,000	1	$145,000
Lynndale†	1	$89,900	1	$58,500
Shoals Crossing	8	$197,675	6	$221,666

* Harrington is a brand new community that began selling homes in 2020

† Lynndale is a mobile home community

TIMELINE

In August, 2021, staff received the signed petition for the annexation of this tract.

On September 7, 2021, the Building Codes Committee forwarded this matter to the City Council with a recommendation of approval.

FISCAL IMPACT

Based on the information available, staff projects that this addition to the Chestnut Ridge project, inclusive of this annexation, will have a positive fiscal benefit to the City (projected revenue of $146,378 compared to a project cost of $138,620). This analysis is based on the following factors:

- Net Addition of Homes: 139
- Average price-point: $275,000 and up
- New streets: Publicly owned and maintained
- New sewer: Owned and maintained by the City of Mauldin

This analysis does not include the positive fiscal benefit expected for the commercial outparcel at the corner of Fork Shoals Road and Union Church Road. The commercial outparcel will bring additional revenue in terms of property taxes and business license fees, among other revenue.

RECOMMENDATION

Consider approval of first reading of this ordinance.

ATTACHMENTS

Annexation Ordinance (maps and petitions attached therein)

ORDINANCE _____-2021

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY BO LAC PROPERTIES, LLC, AND LOCATED AT 2001 FORK SHOALS ROAD (TAX MAP PARCEL: 0583.02-01-007.05) BY ONE HUNDRED PERCENT PETITION METHOD; AND TO ESTABLISH A ZONING CLASSIFICATION OF R-10, RESIDENTIAL, FOR SAID PROPERTY

WHEREAS, Bo Lac Properties, LLC, is the sole owner of record title of a parcel of real property containing 16 acres, more or less, located at 2001 Fork Shoals Road, which property is contiguous to the City of Mauldin and is more particularly illustrated in Exhibit 1 attached hereto; and,

WHEREAS, an Annexation Petition, attached hereto as Exhibit 2, has been filed with the City of Mauldin by Bo Lac Properties, LLC, requesting that the aforementioned property be annexed into the City of Mauldin; and,

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

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

WHEREAS, the proposed zoning of R-10, Residential, is compatible with the surrounding property uses in the area; and,

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

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

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

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

3. ZONING ASSIGNMENT: The above referenced property owned is hereby zoned R-10, Residential.

_____
Terry Merritt, Mayor

ATTEST:

_____
Cindy Miller, Municipal Clerk

First Reading: _____

Second Reading: _____

Approved as to Form:

_____
City Attorney

EXHIBIT 1 – ANNEXATION MAP

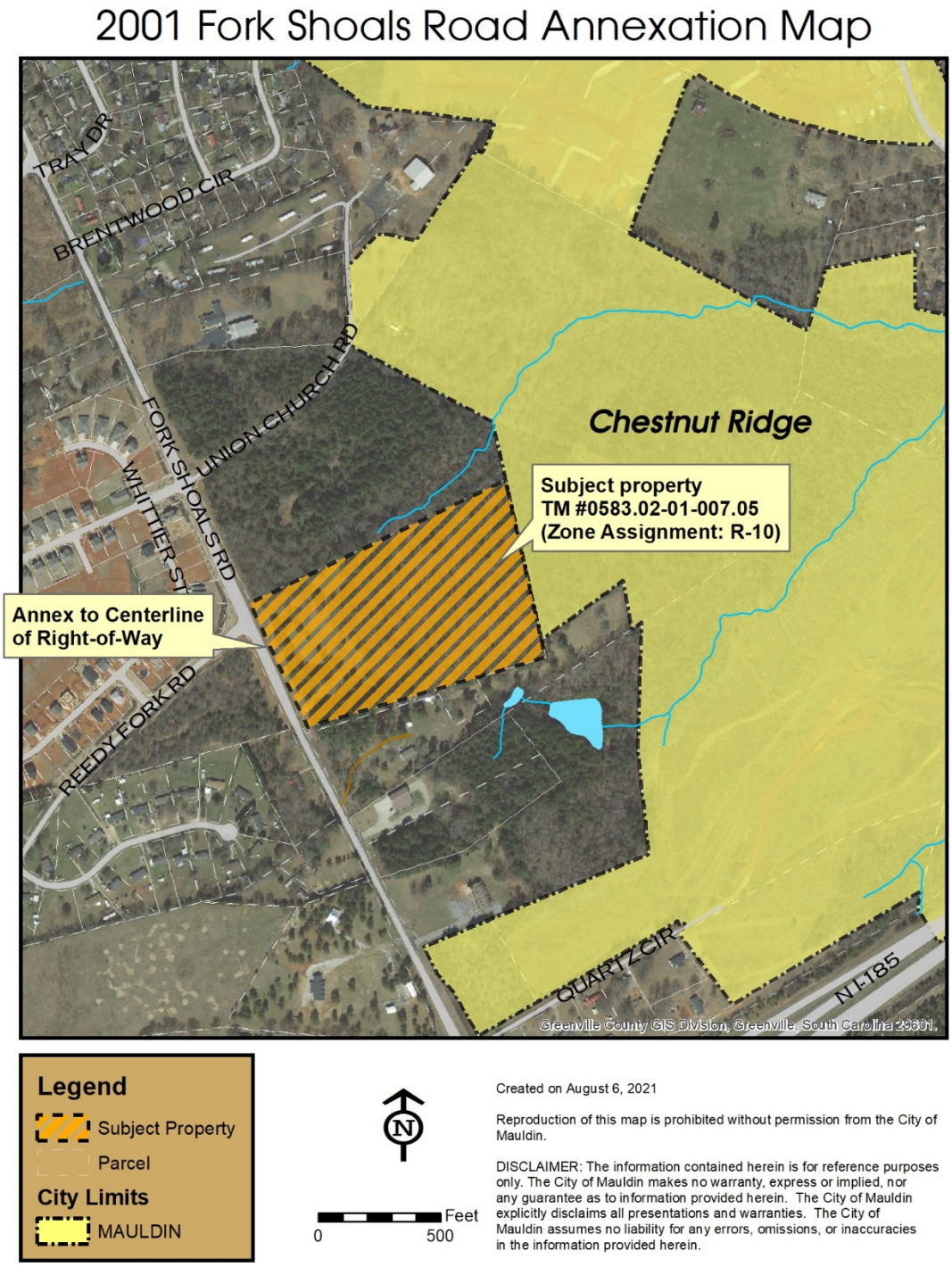


EXHIBIT 2 – PETITION

PETITION FOR ANNEXATION OF REAL PROPERTY OWNED BY BO LAC PROPERTIES LLC, AND LOCATED AT 2001 FORK SHOALS ROAD INTO THE CITY OF MAULDIN BY ONE HUNDRED PERCENT (100%) METHOD

Petitioner, Bo Lac Properties LLC, is the sole owner [freeholder owning one hundred (100%) percent of the assessed value of real property in the area proposed to be annexed] of a parcel of real property in Greenville County containing approximately 16 acres, more particularly described in the property description attached hereto marked as Exhibit A, and the Property Map attached hereto marked as Exhibit B.

Petitioner hereby petitions to annex their property consisting of 16 acres, which is contiguous to the City of Mauldin, into the corporate limits of the City of Mauldin. Petitioner also hereby petitions to assign their property the zoning classification of R-10, Residential, as depicted in Exhibit C attached hereto, on the Official Zoning Map of the City of Mauldin.

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

This Petition is dated this 12th day of August, 2021, before the first signature below is attached.

The Petitioner requests that the tract described above and shown on the attached Exhibit A be annexed into the corporate city limits of the City of Mauldin and assign the tracts the zoning classification of R-10, Residential, as depicted in Exhibit C attached hereto.

August 12th, 2021
Date

BO LAC PROPERTIES, LLC

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

By: Robert C Collins

Name: ROBERT C COLLINS

Title: OWNER

Lauren Spivey
Witness

Witness

EXHIBIT A

PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Tract "C", containing 16.50 acres, more or less, on Fork Shoals Road, upon a plat of survey prepared for R.C. Collins, Jr., Richard Todd Collins, John Waldrop Collins, Tracey C. Jackson, Jeffrey Scott Collins, Robert Calhoun Collins, Samuel B. Rouse, Lois C. Rouse and Gary Linda Upchurch by Thomas P. Dowling, PLS, dated February 12, 2001, and recorded in the Office of the Register of Deeds for Greenville County, SC in Plat Book 43-X at Page 18; reference to said plat of survey being hereby made for a more complete metes and bounds description thereof.

TAX MAP #0583.02-01-007.05

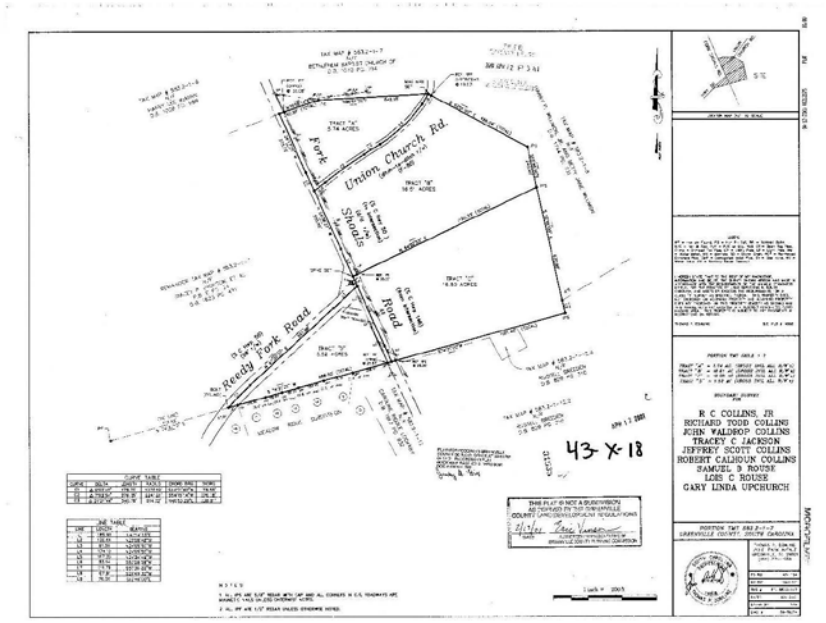
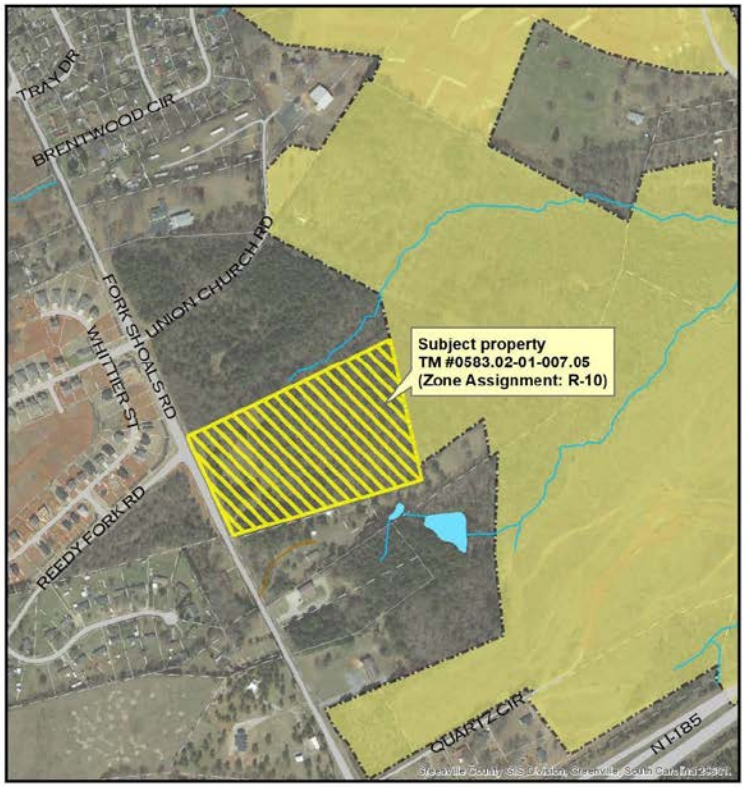


EXHIBIT B

PROPERTY MAP



Legend

Subject Property

Parcel

City Limits

MAULDIN

N

0 500 Feet

Created on August 6, 2021

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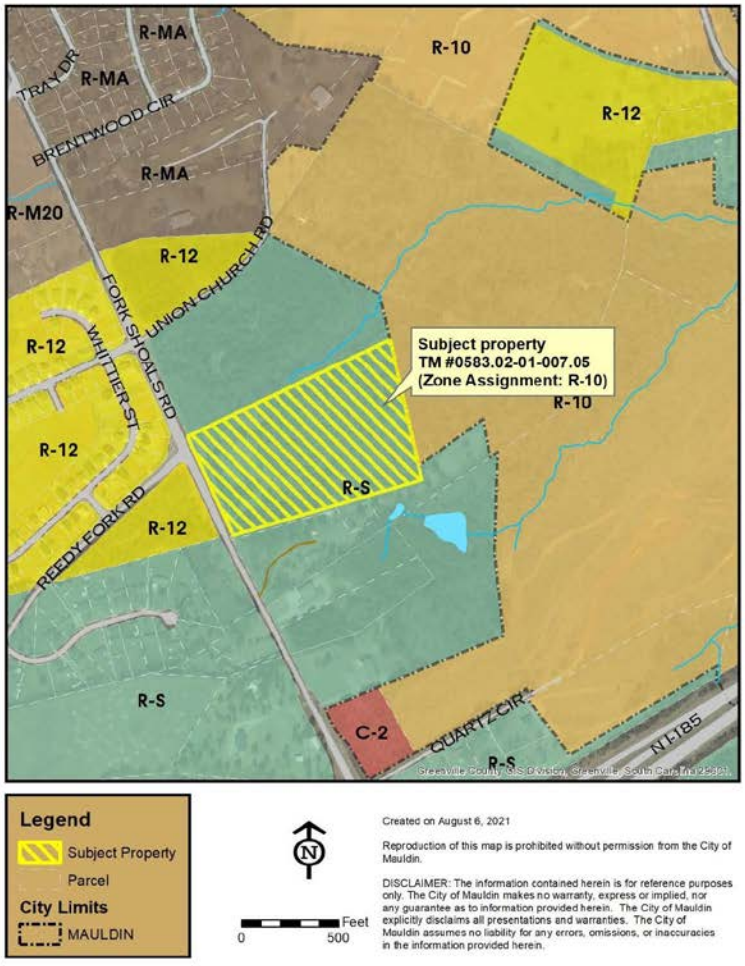
EXHIBIT C

ZONING MAP



Legend

Subject Property

Parcel

City Limits

MAULDIN

N

0 500 Feet

Created on August 6, 2021

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ORDINANCE _____-2021

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY COJAC WHITEHORSE, LLC, AND LOCATED AT FORK SHOALS ROAD AND UNION CHURCH ROAD (TAX MAP PARCEL: 0583.02-01-007.02) BY ONE HUNDRED PERCENT PETITION METHOD; AND TO ESTABLISH A ZONING CLASSIFICATION OF R-10, RESIDENTIAL, AND C-2, COMMERCIAL, FOR SAID PROPERTY

WHEREAS, Cojac Whitehorse, LLC, is the sole owner of record title of a parcel of real property containing 16 acres, more or less, located at the intersection of Fork Shoals Road and Union Church Road, which property is contiguous to the City of Mauldin and is more particularly illustrated in Exhibit 1 attached hereto; and,

WHEREAS, an Annexation Petition, attached hereto as Exhibit 2, has been filed with the City of Mauldin by Cojac Whitehorse, LLC, requesting that the aforementioned property be annexed into the City of Mauldin; and,

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

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

WHEREAS, the proposed zoning of R-10, Residential, and C-2, Commercial, is compatible with the surrounding property uses in the area; and,

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

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

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

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

3. ZONING ASSIGNMENT: The above referenced property owned is hereby zoned R-10, Residential, and C-2, Commercial, as depicted in the attached petition.

_____
Terry Merritt, Mayor

ATTEST:

_____
Cindy Miller, Municipal Clerk

First Reading: _____

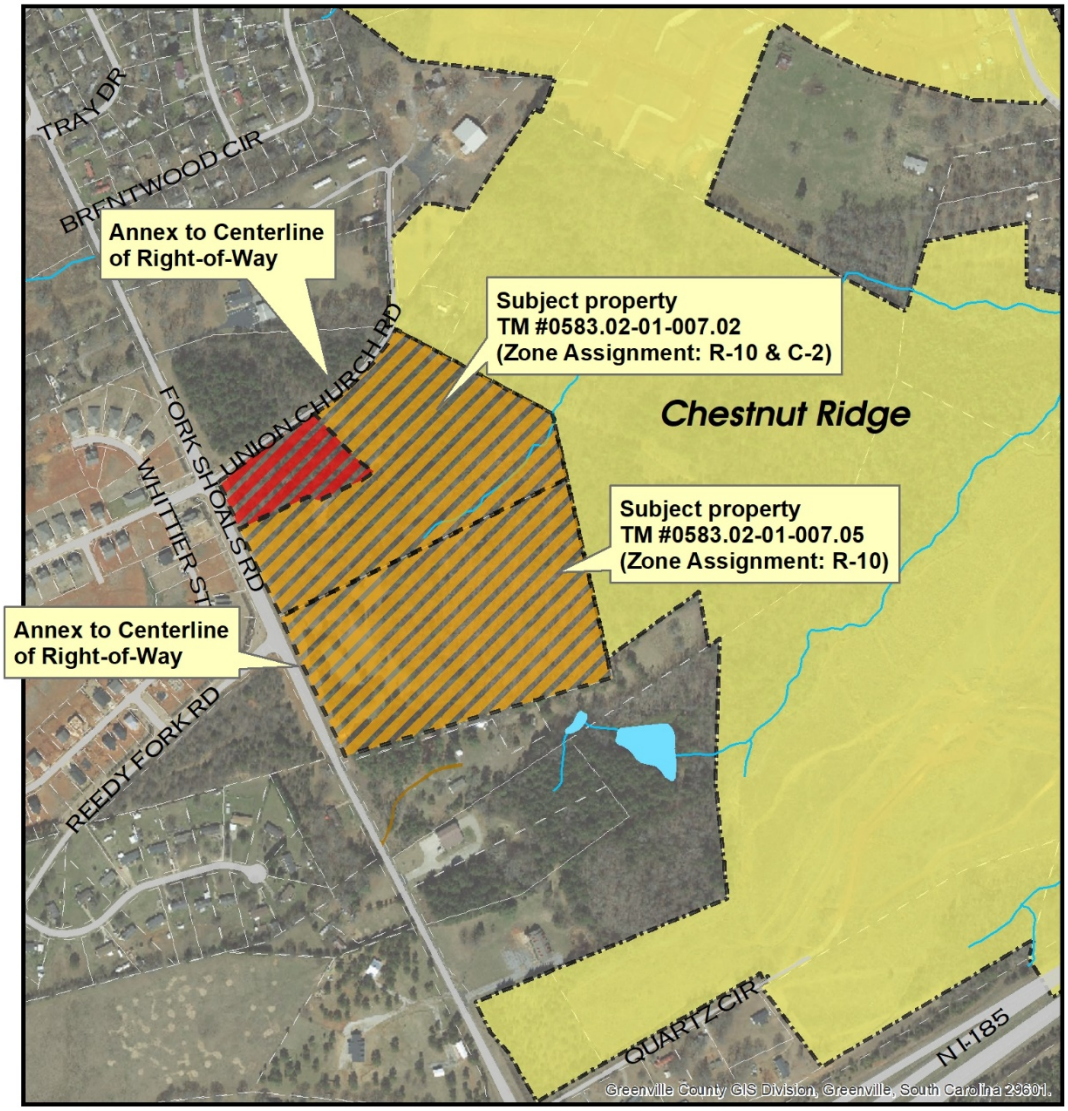
Second Reading: _____

Approved as to Form:

_____
City Attorney

EXHIBIT 1 – ANNEXATION MAP

Fork Shoals Rd at Union Church Rd Annexation Map



Legend

Subject Property
- C-2 Portion
- R-10 Portion

City Limits
- MAULDIN
- Parcel

N

0 500 Feet

Created on September 2, 2021

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EXHIBIT 2 – PETITION

PETITION FOR ANNEXATION OF REAL PROPERTY OWNED BY COJAC WHITEHORSE LLC, AND LOCATED AT THE SOUTHEAST CORNER OF FORK SHOALS ROAD AND UNION CHURCH ROAD INTO THE CITY OF MAULDIN BY ONE HUNDRED PERCENT (100%) METHOD

Petitioner, CoJac Whitehorse LLC, is the sole owner [freeholder owning one hundred (100%) percent of the assessed value of real property in the area proposed to be annexed] of a parcel of real property in Greenville County containing approximately 16 acres, more particularly described in the property description attached hereto marked as Exhibit A, and the Property Map attached hereto marked as Exhibit B.

Petitioner hereby petitions to annex their property consisting of 16 acres, which is contiguous to the City of Mauldin, into the corporate limits of the City of Mauldin. Petitioner also hereby petitions to assign their property the zoning classification of R-10, Residential, and C-2, Commercial, as depicted in Exhibit C attached hereto, on the Official Zoning Map of the City of Mauldin.

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

This Petition is dated this 3rd day of September, 2021, before the first signature below is attached.

The Petitioner requests that the tract described above and shown on the attached Exhibit A be annexed into the corporate city limits of the City of Mauldin and assign the tracts the zoning classification of R-10, Residential, and C-2, Commercial, as depicted in Exhibit C attached hereto.

September 3, 2021
Date

COJAC WHITEHORSE, LLC

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

By: _____
Name: John W. Collins
Title: Member

_____
Witness

_____
Witness

EXHIBIT A

PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Tract "B", containing 16.51 acres, more or less, on Fork Shoals Road, upon a plat of survey prepared for R.C. Collins, Jr., Richard Todd Collins, John Waldrop Collins, Tracey C. Jackson, Jeffrey Scott Collins, Robert Calhoun Collins, Samuel B. Rouse, Lois C. Rouse and Gary Linda Upchurch by Thomas P. Dowling, PLS, dated February 12, 2001, and recorded in the Office of the Register of Deeds for Greenville County, SC in Plat Book 43-X at Page 18; reference to said plat of survey being hereby made for a more complete metes and bounds description thereof.

TAX MAP #0583.02-01-007.02

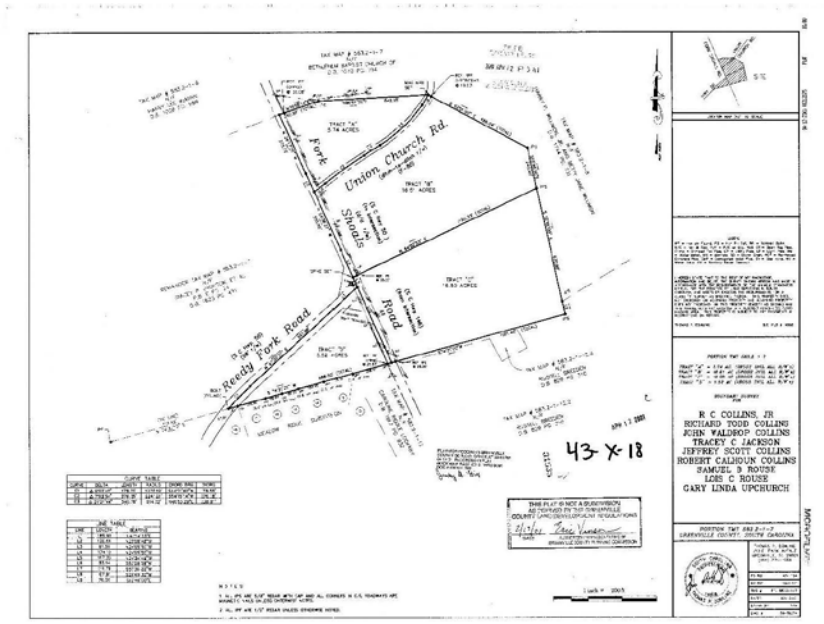
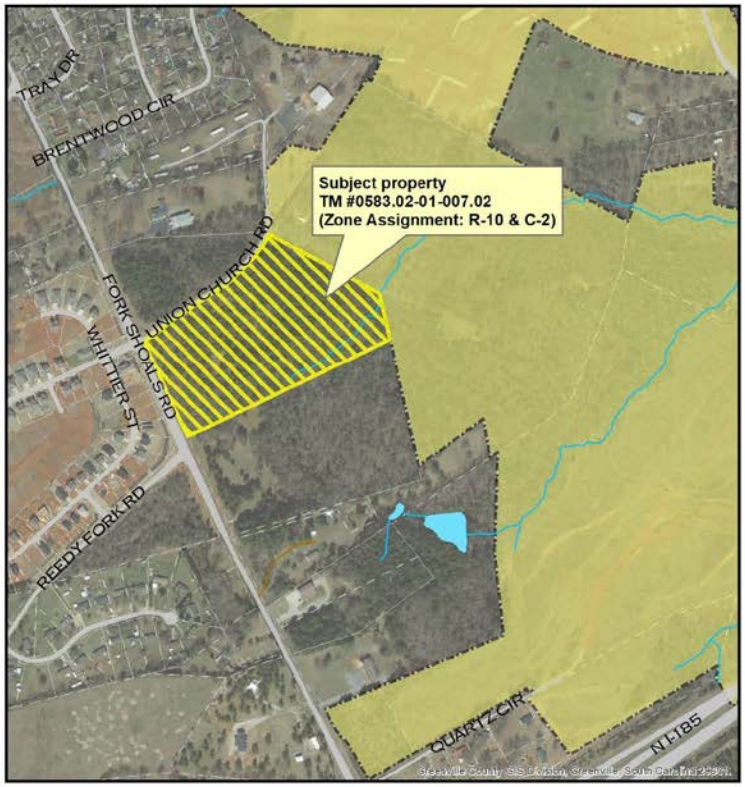


EXHIBIT B

PROPERTY MAP



Legend

- Subject Property
- Parcel

City Limits

- MAULDIN

N

0 500 Feet

Created on August 6, 2021

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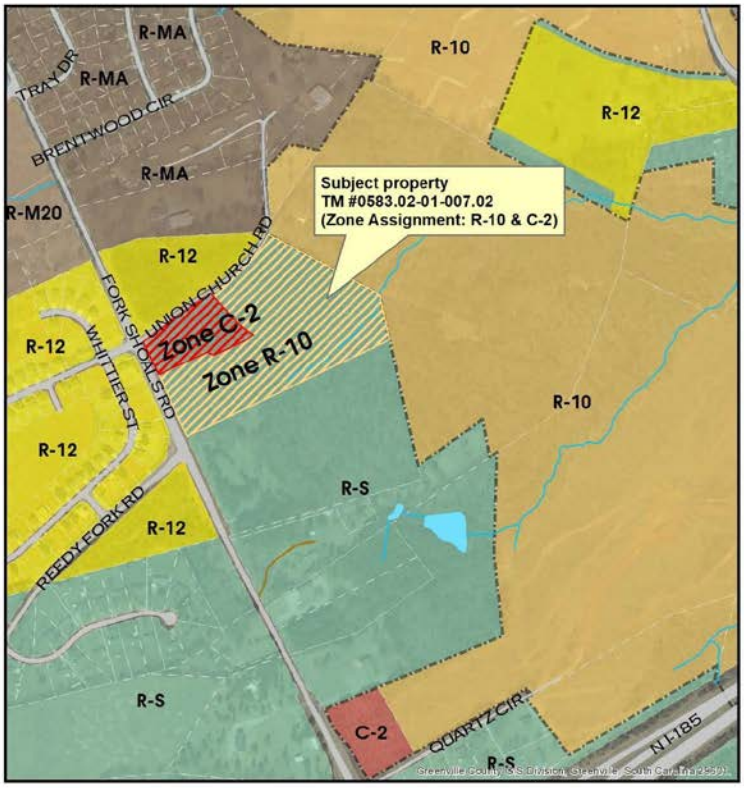
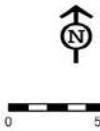
EXHIBIT C

ZONING MAP







Created on August 6, 2021

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CITY COUNCIL
AGENDA ITEM

MEETING DATE: September 20, 2021

AGENDA ITEM: 8c

TO: City Council

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

SUBJECT: Text Amendment to Mauldin Zoning Ordinance regarding Thrift and Consignment Stores

BACKGROUND

On July 19, 2021, the Mauldin City Council approved a resolution requesting the Planning Commission to consider amending the zoning ordinance to limit the number of thrift stores allowed in the City' commercial districts and to conduct a public hearing.

One of the findings in the resolution passed by City Council is that "additional thrift stores in the City of Mauldin may be inconsistent with the objectives of the zoning ordinance to protect the quality and appearance of the properties in commercial zoning districts."

CURRENT REGULATION

Currently, thrift stores and consignment stores are included in the general category of retail sales as provided in the Mauldin Zoning Ordinance. As such, they are allowed in the C-1 (light commercial), C-2 (general commercial), CRD (central redevelopment), and S-1 (trades and commercial services) districts. There are presently no special use standards for thrift stores and consignment stores outside of the general standards for parking, landscaping, signs, building design, and other general district standards.

Presently, staff has knowledge of 6 thrift or consignment stores in the City of Mauldin. These include:

- Miracle Hill Thrift Store @ 114 W. Butler Road
- Kids & More @ 206 New Neely Ferry Road, Ste. E
- Déjà vu @ 202 N. Main Street
- Rainbow Paints and Home Décor @ 102 E. Butler Road
- The Dress @ 103 E. Butler Road, Ste. D
- Blue and Gold Macaw @ 1601 Woodruff Road, Ste. D

Please note that the Salvation Army Family Store at 122 S. Main Street has permanently closed.

RESEARCH

City staff has searched for and reviewed a handful of communities across the nation that provide special regulation or standards for thrift stores and consignment stores. In South Carolina, staff only identified one community with special standards: the City of Florence. Staff has found and researched the following communities with special regulations or standards:

- Albertville, Minnesota
- Belleville, Illinois
- Burnsville, Minnesota
- Columbia Heights, Minnesota
- Escondido, California
- Florence, South Carolina
- Indian Trail, North Carolina
- Madison, Alabama
- Minneapolis, Minnesota
- Olathe, Kansas
- Pompano Beach, Florida
- Redondo Beach, California
- San Clemente, California

COMMUNITY FINDINGS

Below are the findings that some of the communities listed above have made in their study of thrift stores and consignment stores.

- ***Incompatible Operations.*** Some communities have found that thrift and secondhand goods stores operate in a manner that is not directly compatible with typical commercial establishments. Specifically, these communities find that the receipt of used goods, the processing of used goods, the warehousing and distribution of goods, and the disposal or recycling of non-saleable goods and materials is closer to industrial and waste-related land use characteristics than traditional retail characteristics. Some communities have expressed concerns that the operation of motorists waiting in line to donate items can have adverse effects on traffic circulation and congestion. (*see City of Albertville*)

- ***Adverse Aesthetic Impacts.*** Some communities have found that thrift and secondhand goods stores can have an adverse impact on the appearance of the community. This is primarily attributed to donations left outside, unsightly donation boxes, and the outdoor storage and/or display of merchandise. Some communities have expressed concerns that this adversely affects the City's ability to attract and retain businesses and shoppers. (*see City of Escondido, City of Madison, and City of San Clemente*)

- ***Variety of Business Types.*** Communities have found that thrift and secondhand goods store definitions generally encompass a broad variety of businesses including antique shops, consignment shops, pawnshops, collectibles, specialty thrift stores, and general merchandise secondhand stores. Definitions generally include both for-profit and non-profit establishments. (see *City of Albertville*).

- ***Growth of Industry.*** Thrift and secondhand goods stores are growing on a national scale, both in number and in popularity. Prior to COVID-19, this industry was growing at an annual rate of 7 percent. Additionally, the appeal of thrift store shopping is growing beyond low-income households to include middle- and upper-income households. Thrift store shopping has also increased in popularity with younger shoppers who not only find the lower prices to be sensible but are also attracted to the uniqueness and quality of the items sold. (*see City of Albertville*)

TYPES OF REGULATION

Below are the types of regulations that staff identified while researching various communities that intentionally regulate thrift and secondhand goods stores.

REGULATION TYPE	SPECIFIC STANDARDS	COMMUNITIES
Prohibition in Certain Districts	Thrift stores are prohibited in neighborhood commercial districts and downtown districts	*Escondido, Madison*
Limitation on Number of Licenses	The number of licenses is limited to no more than 10 licenses that can be issued throughout the entire city	*Burnsville*
Separation Requirement	New thrift stores must be located at least [750/1,000/3,000/5,280] feet from any existing thrift store	*Columbia Heights, Florence, Olathe, Redondo Beach*
Separation from Residential Uses	New thrift stores must be separated by at least 200 feet from any residential property	*Olathe*
Location in Shopping Center	The thrift store must be located in a building that contains spaces dedicated to at least two other non-thrift store businesses.	*Florence*
Size Restriction	Thrift stores are only permitted if they do not exceed 2,500 square feet	*Albertville*
Prohibition of Outdoor Collection and Storage	The outdoor receipt or storage of secondhand goods or donations is strictly prohibited. The receipt of goods, processing of goods, and disposal of unusable or unsaleable goods must be entirely conducted in an enclosed building or bay located at the rear of the store. Outdoor donation bins, collection boxes, or similar containers are prohibited.	*Albertville, Burnsville, Columbia Heights, Escondido, Indian Trail, Madison, Minneapolis, Pompano Beach, San Clemente*
Prohibition of Outdoor Display or Sales	The outdoor display and/or sale of merchandise is prohibited.	*Belleville, Madison, San Clemente*
Warehousing Restrictions	No more than 30 percent of the floor area may be utilized for receiving, sorting and storage of donated and traded goods.	*Escondido*
Required Donation Procedures	An appointment or set hours is required for the acceptance of consignment or donated merchandise.	*Columbia Heights, Escondido, Minneapolis*
Directional Signage Required	Adequate directional signage must be provided that directs the public about where to take consignment or donated merchandise.	*Burnsville, Escondido, Madison, Pompano Beach*
Design Standards	▪ The view into ground floor windows and doors shall not be obscured or blocked ▪ Bars, chains, and similar security devices are prohibited when visible from a public street or sidewalk ▪ Adequate directional signage for donations shall be provided	*Columbia Heights, Escondido, Florence, Minneapolis, Redondo Beach, San Clemente*

REGULATION TYPE	SPECIFIC STANDARDS	COMMUNITIES
Required Drive-thru Lane	An accessory drive-thru service lane is required to receive and handle donations. Drive-thru lanes must meet the following requirements: ▪ The drive-thru lane is prohibited in a front, side or rear yard adjacent to a street. ▪ The drive-thru lane must be separated from parking lot drive aisles. ▪ The drive-thru lane must provide stacking or queuing for at least 8 vehicles. ▪ The drive-thru lane must be entirely screened up to a height of at least 6 feet. ▪ Outdoor audio equipment is strictly prohibited in the drive-thru lane.	*Burnsville*
Drive-thru Lane Prohibited	The use of drive-thru facilities for merchandise or donated goods drop-off is strictly prohibited.	*Indian Trail*
Property Maintenance	The property must be maintained free of trash and debris at all times. Store management shall also be responsible for the removal of litter that spills onto adjacent properties and streets.	*Columbia Heights, Escondido, Minneapolis*

DRAFT ORDINANCE

*** **Please note that the draft ordinance presented at the public hearing differs from the draft ordinance recommended by the Planning Commission. The Planning Commission voted to strike the first two conditional standards that require a thrift store to be separated by at least 200 feet from residential properties and that require a thrift store to be located within a multi-tenant shopping center. Therefore, the draft ordinance currently for review by the Building Codes Committee is the version recommended by the Planning Commission that strikes through two conditional standards. The Building Codes Committee or the City Council may act to reinsert these standards or insert other standards if they choose.**

Please also note that the findings in the draft ordinance have been updated since the initial draft of the ordinance presented at the Planning Commission meeting.

The draft ordinance presented at the public hearing conducted by the Planning Commission represented a compilation of some of the standards listed above. That draft ordinance is summarized as follows:

1. The ordinance defines and categorizes consignment stores and thrift stores separately from antique shops and consignment boutique shops. NOTE: A consignment boutique shop is defined as a consignment store that is engaged in the sale of primarily only one type of used merchandise such as children's apparel (e.g., Kids & More), furniture (e.g. Rainbow Paints and Home Décor), women's clothing and fashion (e.g., Déjà Vu, Blue and Gold Macaw), or sporting goods (e.g., Play It Again Sports).

   Consignment stores and thrift stores are permitted by right in the S-1, Trades and Commercial Services district and conditionally allowed in the C-2, General Commercial district subject to specific use standards.

   Antique shops and consignment boutique shops are included as retail sales which are permitted by right in the C-1, Light Commercial district, C2, General Commercial district, CRD, Central Redevelopment district, and S-1, Trades and Commercial Services district.

2. The conditional use standards for thrift stores and consignment stores in the C-2 district include the following:

    a. *Separation from residences.* A thrift store or consignment store shall not be closer than 200 feet from any residential use in a residential zoning district, as measured from lot line to lot line.
    b. *Multi-tenant shopping center*. The store shall be located within a multi-tenant shopping center, or similar center, separately occupied by at least two other non-thrift and non-consignment stores.
    c. *Outdoor collection and storage*. The outdoor receipt, processing, or storage of used goods or donations is strictly prohibited. The receipt of goods, processing of goods, and disposal of unusable or non-saleable goods must be entirely conducted within a completely enclosed principal structure or at a service bay located at the rear or the store that is entirely screened from any street or adjacent property. Outdoor donation bins, collection boxes, tractor trailers, shipping containers, or similar containers used for collection, storage, or processing shall be prohibited.
    d. *Outdoor display and sales.* The outdoor display and/or sale of merchandise is strictly prohibited.
    e. *Donation operations*. An appointment or set hours shall be in place for the acceptance of consigned or donated goods.
    f. *Directional signage*. Sufficient directional signage shall be provided that directs the public about when and where to take consigned or donated goods. Signage shall be provided that expressly states that dropping off and leaving goods after business hours is prohibited.
    g. *Loading and unloading*. Loading and unloading areas, including vehicle stacking or queuing areas, for consigned and donated goods shall not obstruct any parking areas or other traffic circulation on the site or on any adjacent streets.
    h. *Windows and security devices*. The view into ground floor windows and doors shall not be obscured or blocked. The use or bars, chains, roll-down shutters, and similar security devices visible from a public street or sidewalk or adjacent property shall be prohibited.
    i. *Property maintenance*. The property shall be maintained free of trash and debris at all times. Store management shall be responsible for the immediate removal of litter that spills over onto adjacent properties and streets.

The draft ordinance presented at the public hearing did NOT include limitations on the number of licenses, separation requirements from existing stores, restrictions on store size, or specific requirements for drive-thru lanes.

PUBLIC HEARING

The Planning Commission conducted a public hearing on the draft ordinance on August 24, 2021. The following is a summary of the remarks made during the public hearing.

- Monroe Free, President and CEO of Habitat for Humanity of Greenville County, requested that the Planning Commission remove the restriction that thrift stores cannot be located closer than 200 feet of a residential property. He expounded on the mission of Habitat for Humanity, including the importance of the Habitat for Humanity Restore. He commented that the requirement to be separated from residential properties by 200 feet essentially restricts new thrift stores from opening in Mauldin and provides an unfair advantage for the lone thrift stores currently operating in Mauldin.
- Mark Steenback, Chief Resource Officer of Habitat for Humanity of Greenville County, described the setup and operations of Habitat for Humanity Restores as clean and professional. He described

the benefits that Restores provide, including providing the community opportunities to get rid of unwanted items. He requested that the Planning Commission remove the proposed requirements that thrift stores be separated from residential properties by at least 200 feet and that they be located in multi-tenant shopping centers.

- Kimberly Long, Owner's Representative of the former Bi-Lo grocery store and shopping center at Butler Square, remarked that the Habitat for Humanity Restore would be good for the community. She indicated that Habitat for Humanity is working towards opening a Restore in the former Bi-Lo grocery store at Butler Square on West Butler Road. She explained how her group had been exclusively seeking a grocer tenant for this space since Bi-Lo closed but no grocery stores are interested. The response her group has received is that this site is no longer a suitable location for grocery stores.
- Randall Bentley, President of Lee & Associates Greenville, expressed his support for Habitat for Humanity. He remarked on the growth of thrift stores and how they are growing at 4% per year. He commented that thrift stores are not a warehousing or industrial activity but rather a retail activity similar to big retailers that store items. A lot of goods that come through thrift would otherwise normally go to a landfill. He also remarked that industrial zoning only requires a 50-foot buffer. He indicated that it is not uncommon for large retailers and grocers to have a lot of trash behind their stores.
- Taylor Martin, a real estate agent representing Habitat for Humanity of Greenville County, explained that Habitat for Humanity had tried to move into the former Bi-Lo grocery store some time ago but was told as the time that the owners' group was only focused on grocers at the time. He also commented about the problems that the proposed requirement for thrift stores to be located at least 200 feet from residential properties at this site and asked the Planning Commission to remove this requirement.
- Dennis Raines, V.P. of Finance of Habitat for Humanity of Greenville County, expressed that he thinks the City of Mauldin is trying to clean up operations. He indicated that the proposed Restore would meet all of the other requirements of the draft ordinance except for the 200-foot separation from residential properties. He expressed appreciation for the Planning Commission's consideration of allowing the Restore to come to the City of Mauldin.
- Norman Bunn, resident at 221 Yorkswell Lane in Greenville County, described his support for Habitat for Humanity. He commented that he is an upper-class citizen who enjoys going to Restores. He indicated that the light fixtures and the basement flooring in his home came from a Habitat for Humanity Restore. He remarked that Habitat fits the sustainable model that the country is moving toward. He has seen a lot of improvements at Habitat for Humanity Restores over the years.

PLANNING COMMISSION RECOMMENDATION

After the public hearing and considerable discussion, the Planning Commission voted 6-0 to recommend approval of the draft ordinance while striking conditional standards 1 and 2 under Section 10:37. Namely, the two standards stricken by the Planning Commission include the requirement that a thrift store be separated from residential properties by at least 200 feet and the requirement that a thrift store must be located within a multi-tenant shopping center.

These two standards appear as ~~stricken through~~ in the draft ordinance presented to the Committee and would not be included in the final ordinance unless specifically reinserted by the Committee or the Council. The Committee or the Council may also consider inserting other standards it deems appropriate.

ATTACHMENTS

Draft Ordinance

ORDINANCE # _____

AN AMENDMENT TO THE MAULDIN ZONING ORDINANCE ESTABLISHING DEFINITIONS AND CONDITIONAL USE STANDARDS FOR THRIFT STORES, CONSIGNMENT STORES AND LIKE BUSINESSES AND TO ESTABLISH THE ZONING DISTRICTS FOR WHICH THEY CAN LOCATE.

WHEREAS, on July 19, 2021, the Mauldin City Council approved a resolution requesting the Mauldin Planning Commission to consider amending the Mauldin Zoning Ordinance to limit the number of thrift stores allowed in the City of Mauldin's commercial districts and to conduct a public hearing; and

WHEREAS, thrift and secondhand goods stores are growing on a national scale, both in number and in popularity[1]; and

WHEREAS, the receipt of used goods, the processing of used goods, the warehousing and distribution of goods, and the disposal or recycling of non-saleable goods and materials are characteristic of some warehousing land uses; and

WHEREAS, the potentially adverse effects of thrift and secondhand goods stores are not isolated to the City of Mauldin as other cities in the nation have acted to regulate; and

WHEREAS, the City, by virtue of the police powers delegated to it by the State of South Carolina, is authorized to enact laws to promote the health, safety, and general welfare of its residents; and

WHEREAS, the City is engaged in ongoing efforts to update and refine the City's master plan and zoning regulations; and

WHEREAS, a number of thrift and secondhand goods stores are already in operation in and around the City of Mauldin; and

WHEREAS, the City seeks to avoid an over-concentration of dealers in secondhand articles; and

WHEREAS, pursuant to properly published public notice, the Mauldin Planning Commission considered this matter at a public hearing on August 24, 2021.

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

Section 1 Amendment. Amend Section 3:3, Definitions, of Article 3, as follows (*language that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed*

[1] NARTS: The Association of Resale Professionals, "Industry Statistics & Trends," 2021; https//:www.narts.org/i4a/pages/index.cfm?pageid=3285

*to be added, language is not ~~struck through~~ or <u>underlined</u> is not to be changed, and *** represents sections of the Zoning Ordinance that have been skipped and remain unchanged*):

ARTICLE 3. – ZONING DISTRICTS, GENERAL STANDARDS, DEFINITIONS

***

Sec. 3:3 – Definitions

***

<u>*Antique shop*. A business principally engaged in the sale or trading of articles which, because of age, rarity, or historical significance, have a monetary value greater than the original value or which, because of age, are recognized by the United States government as entitled to import duties less than those prescribed for similar new merchandise. Under this definition, antique shops do not receive donated goods from the public at the place of business.</u>

***

<u>*Consignment boutique shop.* A business principally engaged in the sale of primarily only one type of non-donated used merchandise where the merchandise is placed for sale with the business by the owner of the merchandise. An example may include a business that primarily sells used clothing and related accessories, or a business that primarily sells used children's apparel, or a business that primarily sells used furniture and related home furnishings, or a business that primarily sells used sporting goods and sporting equipment. Upon sale of the merchandise, the purchase price is customarily divided between the business and the owner of merchandise. This use does not include businesses engaged in the sale of used guns, appliances, mattresses, or motor vehicles.</u>

<u>*Consignment store.* A business principally engaged in the sale of non-donated used merchandise where the merchandise is placed for sale with the business by the owner of the merchandise. Upon sale of the merchandise, the purchase price is customarily divided between the business and the owner of the merchandise. This use does not include businesses engaged in the sale of used guns, appliances, mattresses, or motor vehicles.</u>

***

<u>*Thrift store*. A business principally engaged in the sale of used merchandise usually obtained through bulk-purchases or through donations or gifts. Generally, the donor does not receive any value or profit upon the sale of such merchandise. This use does not include businesses engaged in the sale of used guns or motor vehicles.</u>

***

Section 2 Amendment. Amend Article 7, Allowed Uses, as follows (*language that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language is not ~~struck through~~ or underlined is not to be changed, and *** represents sections of the Zoning Ordinance that have been skipped and remain unchanged*):

ARTICLE 7. – ALLOWED USES

***

Sec. 7:1 – Uses by Districts.

***

7:1.5 Table of Allowed Uses

	R-20, R-15, R-12	R-10, R-8, R-6, RM-1	R-M	R-O	O-D	C-1	C-2	CRD	S-1	I-1	Notes
***											
Commercial and Office Uses											
***											
Retail Sales	-	-	-	-	-	P	P	P	P	-	
—Big Box Retail Store	-	-	-	-	-	-	P	-	P	-	
—Grocery Store or Supermarket	-	-	-	-	-	P	P	P	-	-	
—Packaged Alcoholic Beverage Store	-	-	-	-	-	-	C	-	-	-	See standards in Sec. 10:35
—Small Box Variety Store	-	-	-	-	-	C	C	-	-	-	See standards in Sec. 10:36
—Thrift Store or Consignment Store	-	-	-	-	-	-	C	-	P	-	See standards in Sec. 10:37
Services to Buildings and Dwellings	-	-	-	-	-	-	-	-	P	P	
***											

Sec. 7:2 – Use Classification Descriptions.

***

7:2.4 Description of Commercial and Office Uses.

***

O. Retail Sales

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

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

1. Art works and supplies.
2. Bicycles.
3. Books, magazines, music, videos, office supplies, and stationery.
4. Clothing, jewelry, luggage, shoes, etc.
5. Camera and photographic supplies and services.
6. Computers and software.
7. Electronics and appliances.
8. Flowers and floral arrangements.
9. Furniture or home furnishings.
10. Gifts, novelties, souvenirs, and similar small item miscellanea.
11. Health and personal care merchandise, including cosmetics, beauty supplies, perfume, optical goods, and health supplements.
12. Motor vehicle parts (except tires).
13. Pets and pet supplies.
14. Pharmacies or drug stores.
15. Specialty food items not for immediate consumption, including baked goods, meats and poultry, fish and seafood, coffee and tea, confectionery products, nuts, spices, dairy products and gourmet foods.
16. Sporting goods, toy and hobby, and musical instruments.
17. Tobacco products and supplies.
18. Used merchandise generally retailed in antique shops and ~~thrift stores~~ consignment boutique shops (consignment stores, thrift stores, pawn shops, and flea markets excluded).

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

***

T. Thrift Store or Consignment Store

An establishment principally engaged in the sale of used merchandise. This includes consignment stores where non-donated used merchandise is placed for sale with the business by the owner of the merchandise, and the purchase price is customarily divided between the business and the owner of the merchandise upon the sale of the merchandise. This also include thrift stores where the used merchandise is usually obtained through bulk-purchases or through donations or gifts, and the donor does not generally receive any value or profit upon the sale of the merchandise.

This classification excludes pawn shops, fringe financial services including precious metal dealers, and businesses engaged in the sale of used guns, appliances, mattresses, or motor vehicles.

~~T~~ U. Services to Buildings and Dwellings

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

This classification excludes utility services.

***

Section 3 Amendment. Amend Article 10, Nonresidential Use Standards, by adding a new section 10:37, Thrift Store or Consignment Store, as follows (*language that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language is not ~~struck through~~ or underlined is not to be changed, and *** represents sections of the Zoning Ordinance that have been skipped and remain unchanged*):

ARTICLE 10. – NONRESIDENTIAL USE STANDARDS

***

Sec. 10:37 – Thrift Store or Consignment Store

A thrift store or consignment store is subject to the following standards:

1. ~~*Separation from residences.* A thrift store or consignment store shall not be closer than 200 feet from any residential use in a residential zoning district, as measured from lot line to lot line.~~
2. ~~*Multi-tenant shopping center.* The store shall be located within a multi-tenant shopping center, or similar center, separately occupied by at least two other non-thrift and non-consignment stores.~~
3. *Outdoor collection and storage.* The outdoor receipt, processing, or storage of used goods or donations is strictly prohibited. The receipt of goods, processing of goods, and disposal of unusable or non-saleable goods must be entirely conducted within a completely enclosed principal structure or at a service bay located at the rear of the store that is entirely screened from any street or adjacent property. Outdoor donation bins, collection boxes, tractor trailers, shipping containers, or similar containers used for collection, storage or processing shall be prohibited.
4. *Outdoor display and sales.* The outdoor display and/or sale of merchandise is strictly prohibited.
5. *Donation operations.* An appointment or set hours shall be in place for the acceptance of consigned or donated goods.
6. *Directional signage.* Sufficient directional signage shall be provided that directs the public about when and where to take consigned or donated goods. Signage shall be provided that expressly states that dropping off and leaving goods after business hours is prohibited.

7. *Loading and unloading.* Loading and unloading areas, including vehicle stacking or queuing areas, for consigned and donated goods shall not obstruct any parking areas or other traffic circulation on the site or on any adjacent streets.
8. *Windows and security devices.* The view into ground floor windows and doors shall not be obscured or blocked. The use of bars, chains, roll-down shutters, and similar security devices visible from a public street or sidewalk or adjacent property shall be prohibited.
9. *Property maintenance.* The property shall be maintained free of trash and debris at all times. Store management shall be responsible for the immediate removal of litter that spills over onto adjacent properties and streets.

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

Passed on First Reading: _____

Passed on Second Reading _____

CITY OF MAULDIN, SOUTH CAROLINA

BY: _____
Terry Merritt, Mayor

ATTEST:

_____
Cindy Miller, Municipal Clerk

APPROVED AS TO FORM:

_____
John Duggan, City Attorney

City Council
AGENDA ITEM

MEETING DATE: September 20, 2021

AGENDA ITEM: 8d

TO: City Council

FROM: Recreation Director Bart Cumalander

SUBJECT: Corporate Memberships

REQUEST

Council direction is requested for updating the Mauldin Sports Centers corporate memberships packages.

HISTORY/BACKGROUND

Currently, the Mauldin Sports Center offers $5.00 off any FULL membership on a draft to companies.

ANALYSIS

With the updates to the corporate memberships rates, we could potentially grow the business and revenue of the Mauldin Sports Center. By providing these rates to businesses we help the community by providing them easier access to a gym membership through their company.

RECOMMENDATION

It is the recommendation of the Recreation Department to update the corporate membership rates to the following:

-30+ memberships = $350.00
-15+ memberships = $400.00
-10+ memberships = $450.00

Please see the attached information sheet what all would be included in the memberships.

ATTACHMENTS

Recommended Corporate Membership Information

CORPORATE MEMBERSHIP

	30 + Memberships	15 + Memberships	10 + Memberships
Cost:	**$350.00**	**$400.00**	**$450.00**

Mauldin Sports Center offers a bulk enrollment option for companies that would like to take a more centralized approach to memberships.

NOTE: The cost above is for each employee's annual family membership.

Membership Benefits:
- Fitness Floor Access
- Includes ALL Group Fitness Classes
- Use of Indoor Track
- Family Fitness Orientation (required for children ages 11-14)
- Access to Rockwall
- Access to locker rooms
- Includes our Fit Kids program

Recreation
CITY OF MAULDIN

CITY COUNCIL
AGENDA ITEM SUMMARY

MEETING DATE: September 20, 2021
AGENDA ITEM: 8e

TO: City Council
FROM: Interim Police Chief George Miller
SUBJECT: Upfit of Police Vehicles

REQUEST

Approve a vendor to up-fit with police equipment 18 2021/22 Ford Police Utility Interceptors (Ford Explorer).

HISTORY/BACKGROUND

The City's FY2022 Capital Budget provides funding for the purchase of 18 2021/22 Ford Police Utility Interceptors (Explorer). This effort is a component of the City's replacement of the Police Department's aging fleet over the next three fiscal years.

ANALYSIS or STAFF FINDINGS

The City issued a solicitation for Request for Proposals (RFP) from qualified vendors to upfit the vehicles with the necessary police equipment. The RFP was issued on August 20, 2021 and closed on September 20, 2021. The City received proposals from two firms. All of the proposals were reviewed by an Evaluation Committee. Based on the rankings, the Evaluation Committee recommended awarding the bid to Unique Lighting Solutions.

FISCAL IMPACT

The estimated fiscal impact is approximately 250,000. Funding is available in the City Council approved FY2022 budget for this item.

RECOMMENDATION

Staff recommends awarding the bid for upfitting the Police vehicles to Unique Lighting Solutions.

ATTACHMENTS

RFP
RFP Submittals (select to view the submittals electronically)

CITY OF MAULDIN
REQUEST FOR PROPOSALS
(RFP: 2021 – 05)

UP-FIT OF POLICE EQUIPMENT on Eighteen (18) Police Vehicles
(Vehicles Provided-2022 Ford Police Utility, SUV)

JULY 20, 2021

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

All proposals must be received no later than noon on **August 20, 2021**

Preamble

This RFP is the first step of a three-year published goal to replace the police fleet and the equipment that has surpassed the end of life and any warranties. The following information will reflect a great amount of detail and specifications with the goal of uniformity within. Should the need for replacements of a vehicle under this or future RFP's, the equipment should be readily available and more important, the ability to repurpose equipment.

You will find three different sets of specification. Each specification is an absolute and may be brand specific as a requirement to suit the needs of the police department in the best interest of the citizens of Mauldin.

The vehicle replacement for this first round as follows;

- Twelve marked Uniform Patrol Vehicles
- One marked Uniform Patrol supervisor vehicle
- Five admin specification vehicles (detectives, etc.)

There will also be several pieces of equipment that will be provided for installation that may be repurposed or purchased direct by the City utilizing SC State Procurements and/or quote process in the best interest of the tax payer.

1. Instructions

1.1. Submission of Proposals

To be considered, interested parties should send one electronic (.pdf) version of a fully responsive proposal. All proposals must be received no later than noon on **August 20th, 2021**. Proposals can be emailed to gmiller@mauldinpolice.com or mailed to the following address:

City of Mauldin
Interim Chief G. Miller
5 East Butler Road
PO Box 249
Mauldin, SC 29662
(864) 289-8961

Offerors wishing to make changes to their proposals after submission but prior to noon may do so by submitting the revisions by fax, email or hard copy. It is the Offeror's sole responsibility to ensure the revisions are received by the City prior to the closing date and time. Proposals received after the closing date and time may not be accepted or considered.

Responses to this request for proposals will allow the City to rank the Offerors and enter negotiations with the Offeror whose proposal is deemed most advantageous to the City with price and other factors considered.

1.2. Considerations of Equipment Supply Line and Completion of Project

The availability of the supplied vehicles will no doubt lead to this RFP being awarded well in advance of the vehicle's arrival. With that consideration, The City's expectations of this project completion should be within a reasonable time assuming the awarded vendor has taken that opportunity to have all the required equipment on-hand at the time of vehicle arrival.

2. Introduction

2.1. Purpose

The City is requesting proposals from qualified vendors/vendors to up-fit with police equipment, eighteen 2021/22 Ford Police Utility Interceptors (Explorer).

Vendors interested in providing the aforementioned services must prepare and submit a proposal in accordance with the three individual Scope of Services/Specification in this RFP. The City will review proposals only from those vendors that include all of the information required to be included as described herein (in the sole judgment of the City).

2.2. Background

As stewards of the taxpayer's investments in local government services, the police fleet is a vital factor in reliable delivery of service by the Mauldin Police Department. Consideration of the officer's safety and that of the citizens is paramount in the assessment of this project.

Questions concerning the specifications contained in this solicitation should be directed in email to the following contact person:

Corporal Sam Harrell

864-289-8944 Voice Mail (will forward to email)

sharrell@mauldinpolice.com (best)

2.3. Scope of Work (There are three sets of specifications)

The scope of services described herein is the minimum necessary to meet the City's objectives. The vendor is encouraged to expand on the scope of this project by incorporating their expertise and proposed method of approach. The scope of work for the project shall include the following:

See Attachments A1, A2, and A3 for Material Specific List

a. At a minimum, the city will provide for installation; radar unit (front /rear), pre-programed XTL2500 Motorola 800 radios, WatchGuard in-car 4RE camera system, remote upload of video equipment, Golden Eagle II radar unit and weapon vaults.

b. The City reserves the right to provide any surplus items meeting the desired specification and that line cost will be removed from the final invoice. The City reserves the right to omit any line prior to award, notifying the winning bidder of removal with the same applying to the installation of surplus equipment.

c. Installation of specified equipment requiring DC power will be connected/wired as to not interfere with factory wiring.

d. Wiring will originate and/or terminate on and under a connector board, fused as required by manufacturer's recommendations with ease of access in a rear compartment directly behind the rear seat. This will be a vendor-built electronics cabinet covered with black trunk liner carpet. This cabinet will be enclosed with a programming port mounted on top. Also, to include a 6-post bridge connector pre-wired, key on for future installation or removal of 4RE camera system with trigger wires attached from; brake, emergency lighting, siren (2-wire), and a key-on 12 volts lug.

e. Wiring will be loom wrapped and secured to provide ease of tracing should the need arise at a later date (See Attachment B1).

f. Motorola radio will have an "ignition on" trigger wire.

g. Positive and negative radio and cameras wire **must** be hard wired and fused directly to the battery.

h. Blue lights activation controls: All, rear/side only, rear only, traffic direction function. All interfaced with steering wheel controls if appliable and available.

i. Siren to have transmission in-park shut off.

j. Battery saver set at 3 hours

k. Switched, 3 outlet connectors hard wired to the battery

l. Light/siren controller will have one unmarked trigger for installation of rifle rack. All interfaced with steering wheel controls if appliable and available.

m. Specific branding for this project will be followed (See attachment A1-A3).

n. Winning bidder will provide on delivery, a detailed explanation of equipment function.

o. All vehicles will be wired the same and location of equipment will be the same. A wiring schematic will be provided on delivery to include photographs of wiring and location of connections, fuse block in any, location of modules, battery saver, and radar base location (radar head and counter will be separated). Radar counter shall be mounted with other equipment on/in the custom electronics cabinet.

p. All of the WatchGuard 4RE (Patrol and Supervisor) hardware will be mounted on/in the electronics cabinet including camera vault, upload radio, antenna, and PoE. All

modules, radar counter, bluePrint® module(s), and controllers shall be mounted in/on electronic cabinet.

q. All manufacture paperwork and any extra provided parts will be put in packets and left in the cars. A documented summary of all equipment with model and serial numbers and warranties of ALL purchased equipment will be provided by vendor.

r. Graphics (Patrol and Supervisor): Mauldin Police graphics package *may* be done at Global Graphics (864-587-9821) or in house if compatible with quality laminated material (3M 2080 Color Change Film). Doors must be wrapped individually with folded corner edges. A clear door edge protector shall be installed on the front edge of the rear door and rear edge of the front door. Marking will be digitally printed and reflective. Ghost black, turn white chevrons will be installed on the rear hatch and in the recessed divots of the doors (Uniform Patrol only- See photo).
If awarded vendor elects to utilize Global, they will pay Global Public Safety direct for this service ($898 per vehicle). Awarded vendor will coordinate with Global Public Safety to make arrangements for pick-up and delivery. It will be at the awardee's discretion for installation of graphics before or after equipment installs. Vehicle unit numbers will be provided by the police department. A vector of the graphics badge is available on request.

s. Window tint (all vehicles) of 18% for the front driver and passenger side windows. Also, windshield to the ASI line (Uniform Patrol only).

t. Quote must be itemized with quantity, part number, brand (as specified), description, and cost each.

u. Warranties on all material and labor shall be itemized on a separate warranty page

v. Console configuration (Patrol and Supervisor) shall have the radio and light/siren controller as far forward as possible creating as much distance as possible from 2 cup beverage holder.

w. Console assembly will include at a minimum; Computer mount with screen holder. Mount must swivel for use from driver or passenger seat and front to rear. Armrest, 3 magnetic mic holders (radio mic, P/A mic, DL scanner), switched 3 outlet power supply hard wired to constant 12v.

x. El-Tron DL scanner 4910LR, Brother PJ722 printer and Computer base for Dell 5424 Latitude to be included in RFP quote but subject to removal.

y. All LED lighting with a multi-color option of white will have a solid area lighting function that encompasses the entire vehicle.

z. Any wiring used for the upfit must be compatible with the Ford recommended specification ESB-MIL85-A with a temperature rating of -40 degrees fahrenheit to 257 degrees fahrenheit.

Attachment A1: Material/Brand Specific List

Uniform Patrol Package (12 units)

Front of vehicle:

- Brush Guard – Setina PB450L (not wrap-around) with (4) MPower® blue/white dual color
  (2) Forward facing lights,
  (2) Side intersection lights
- Siren Speaker – SoundOff Signal 100J speaker
- Low frequency Siren – SountOff Aftershock 100w with single speaker
  (To be mounted with vehicle specific bracket behind fender of vehicle)
- Factory headlight insert – SoundOff undercover blue/white dual color
  (To be installed in driver and passenger headlight assembly
- Factory Wig Wag option is to be triggered and controlled by SoundOff Signal bluePrint®
- Spotlight – Whelen Arges™ Dual Mode 5/60 degree remote spotlight
  (To be mounted with vehicle specific mount on the D/S fender w/controller placed on console)

Side of vehicle:

- Under outside mirrors – MPower® 4x2 blue/white stud mounted lights
  (One light per side on vehicle specific SoundOff Signal under mirror bracket)
- Rear side glass – Two light per side, MPowe®r dual shroud
  (Mounting kit in lower area of rear side window)

Rear of vehicle:

- Rear exterior hatch – SoundOff mPower® rear arrow kit blue/amber/red. SoundOff nForce® 6 mPower® tri-color vehicle specific fit spoiler light bar.
  (To be installed to rear spoiler of vehicle. Red will be activated as a brake light function only during response and routine patrol operation. This will be a "flash-blink to solid brake light to enhance officer safety).
- Rear exterior fascia lighting – (2) SoundOff mPower® 4x2 blue, amber, white.
  (One light to be mounted horizontal to the left and right of tag area)
- Rear parking lights – Lights are to be controlled and flashed in synchronized pattern with SoundOff Signals bluePrint® control system.

- **Uniform Patrol Package (continued)**

- Under hatch lights – (2) mPower® 4-inch blue, amber quick mount lights.
  (One light per side to be installed in correlation to mounting location of rear parking lights, on under side rear fascia and above tag lighting location. These lights activate when others are active and hatch is opened. When hatch is opened, exterior hatch lights turn off.

Roof of vehicle:

- SoundOff Signal nForce® 54" dual color light bar
  Front modules – blue, white
  Front corner modules – blue, white
  Rear corner modules – blue, white
  Rear modules – blue, amber

Interior of vehicle control system:

- SoundOff Signal bluePrint® center controller with extended wiring harness kit
  (This will be installed in the rear of vehicle under custom built electronics cabinet
- SoundOff Signal bluePrint® micro link module
  (This will be installed to offer vehicle specific control systems integration to bluePrint® controller listed above)
- SounfOff signal bluePrint® sync module
  (This will facilitate GPS lighting sync between vehicle fleet)
- SoundOff Signal bluePrint® remote node with standard wiring harness kit
  (2 remote blueprint nodes to be installed under the front hood compartment on custom built bracket to facilitate maintenance and reducing wiring to rear of vehicle much like a computer data switch.)
- Siren controller – SoundOff Signal nErgy® 400 remote rotary head 100w siren controller
  (To be configured via blueprint® to Mauldin PD specific program. Controller mounted rear in electronics cabinet)

Uniform Patrol Package (continued)

Interior Mounted Equipment

- Gamber Johnson Console as follows;
  7170-0822-02 Console
  7160-0883-00 Cradle
  7160-1543 Internal printer mount
  71600-0063 12v Socket plat
  7110-1213 Screen Support
- Lind power supply for Dell 5424 Latitude
- El-Tron DL scanner 4910LR
- Brother PJ722 printer with 12v hard wire power supply (key on)
- Laird Phantom (shot glass) black 800 mhz antenna (roof mounted)
- Triton 12v LED light strip
  (Mounted in rear cargo area at rear most roof edge to come on when hatch raised with secondary switch mounted on right rear side panel to turn light off if desired)
- Troy Products single cell partition PS-20-FDUX-OS-SC
  (https://troyproducts.com/product/2020-ford-police-interceptor-single-cell-transportation-systems/)
- Troy TRoyGL-SC1 / SC6 Vertical SantaCruz Dual Weapon Lock – AR style and Shotgun
- Troy MNT057Y - Locking Cover left rear quarter panel
  (A custom shelf fabricated to for storage of duty weapon and back-up, see photo page)
- Kustom Golden Eagle II radar (Provided by PD)
  (Separator kit for counter and control head), (Control head mounted center of dash), rear antenna mounted to rear hatch to raise with hatch.
- Warchguard 4RE in-car camera system and hardware for wireless upload
  (Provided by PD)

Attachment A2: Material/Brand Specific List

Uniform Patrol Supervisor Package (1 unit)

a. At a minimum, the city will provide for installation; radar unit (front /rear), pre-programed XTL2500 Motorola 800 radios, WatchGuard in-car 4RE camera system and remote upload of video equipment, and Golden Eagle II radar unit.

b. The City reserves the right to provide any surplus items meeting the desired specification and that line cost will be removed from the final invoice. The City reserves the right to omit any line prior to award, notifying the winning bidder of removal with the same applying to the installation of surplus equipment.

c. Installation of specified equipment requiring DC power will be connected/wired as to not interfere with factory wiring.

d. Wiring will originate and/or terminate on and under a connector board, fused as required by manufacturer's recommendations with ease of access in a rear compartment directly behind the rear seat. A vendor-built electronics cabinet covered with black trunk liner carpet. This cabinet will be enclosed with a programming port mounted on top. Also include a 6-post bridge connector pre-wired, key on for future installation or removal of 4RE camera system with trigger wires attached from; brake, emergency lighting, siren (2-wire), and a key-on 12 volts.

e. Wiring will be loom wrapped and secured to provide ease of tracing should the need arise at a later date (See Attachment B1).

f. Motorola radio will have an "ignition on" trigger wire.

Supervisor Package (continued)

g. Positive and negative radio and cameras wire **must** be hard wired and fused directly to the battery.

h. Blue lights activation controls: All, rear/side only, rear only, traffic direction function. All interfaced with steering wheel controls if appliable and available.

i. Siren to have transmission in-park shut off.

j. Battery saver set at 3 hours

k. Switched, 3 outlet connectors hard wired to the battery

l. Light/siren controller will have one unmarked trigger for installation of rifle rack. All interfaced with steering wheel controls if appliable and available.

m. Specific branding for this project will be followed (See attachment A2).

n. Winning bidder will provide on delivery, a detailed explanation of equipment function.

o. All supervisor vehicles will be wired the same and location of equipment will be the same as Uniform Patrol Vehicles. A wiring schematic will be provided on delivery to include photographs of wiring and location of connections, fuse block in any, location of modules, battery saver, and radar base location (radar head and counter will be separated). Radar counter shall be mounted with other equipment on/in the custom electronics cabinet.

Supervisor Package (continued)

p. All of the WatchGuard 4RE hardware will be mounted on/in the electronics cabinet including camera vault, upload radio, antenna, and PoE. All modules, radar counter, bluePrint® module(s), and controllers shall be mounted in/on electronic cabinet.

q. All manufacture paperwork and any extra provided parts will be put in packets and left in the cars. A documented summary of all equipment with model and serial numbers and warranties of ALL purchased equipment will be provided by vendor.

r. Graphics: Mauldin Police graphics package *may* be done at Global Graphics (864-587-9821) or in house if compatible with quality laminated material (3M 2080 Color Change Film). Doors must be wrapped individually with folded corner edges. A clear door edge protector shall be installed on the front edge of the rear door and rear edge of the front door. Marking will be digitally printed and reflective.
If awarded vendor elects to utilize Global, they will pay Global Public Safety direct for this service ($898 per vehicle). Awarded vendor will coordinate with Global Public Safety to make arrangements for pick-up and delivery. It will be at the awardee's discretion for installation of graphics before or after equipment installs. Vehicle unit numbers will be provided by the police department. A vector of the graphics badge is available on request.

s. Window tint of 18% for the front driver and passenger side windows.

t. Quote must be itemized with quantity, part number, brand (as specified), description, and cost each.

u. Warranties on all material and labor shall be itemized on a separate warranty page

v. Console configuration shall have the radio and light/siren controller as far forward as possible creating as much distance as possible from 2 cup beverage holder.

Supervisor Package (continued)

w. Console assembly will include at a minimum; Computer mount with screen holder. Mount must swivel for use from driver or passenger seat and front to rear. Armrest, 3 magnetic mic holders (radio mic, P/A mic, DL scanner), switched 3 outlet power supply hard wired to constant 12v.

x. El-Tron DL scanner 4910LR, Brother PJ722 printer and Computer base for Dell 5424 Latitude to be included in RFP quote but subject to removal.

y. All LED lighting with a multi-color option of white will have a solid area scene lighting function that encompasses the entire vehicle.

Attachment A2: Material/Brand Specific List

Uniform Patrol Supervisor Package (1 unit)

Front of vehicle:

- SoundOff Signal nForce® full visor bar blue/white
  To be mounted with vehicle specific brackets
- Brush Guard – Setina PB450L (not wrap-around) with (4) MPower blue/white dual color
  (2) Forward facing lights,
  (2) Side intersection lights
- Siren Speaker – SoundOff Signal 100J speaker
- Low frequency Siren – SountOff Aftershock 100w with single speaker
  (To be mounted with vehicle specific bracket behind fender of vehicle)
- Factory headlight insert – SoundOff undercover blue/white dual color
  (To be installed in driver and passenger headlight assembly
- Factory Wig Wag option is to be triggered and controlled by SoundOff Signal bluePrint®
- Spotlight – Whelen Arges™ Dual Mode 5/60 degree remote spotlight
  (To be mounted with vehicle specific mount on the D/S fender w/controller placed on console)

Patrol Supervisor Package (continued)

Side of vehicle:

- Under outside mirrors – MPower® 4x2 blue/white stud mounted lights
  (One light per side on vehicle specific SoundOff Signal under mirror bracket)
- Rear side glass – Two light per side, MPower® dual shroud
  (Mounting kit in lower area of rear side window)

Rear of vehicle:

- Rear exterior hatch – SoundOff mPower® rear arrow kit blue/amber/red. SoundOff nForce® 6 mPower tri-color vehicle specific fit spoiler light bar.
  (To be installed to rear spoiler of vehicle. Red will be activated as a brake light function only during response and routine patrol operation. This will be a "flash-blink to solid brake light to enhance officer safety).
- Rear exterior fascia lighting – (2) SoundOff mPower® 4x2 blue, amber, white.
  (One light to be mounted horizontal to the left and right of tag area)
- Rear parking lights – Lights are to be controlled and flashed in synchronized pattern with SoundOff Signals bluePrint® control system.
- Under hatch lights – (2) mPower® 4-inch blue, amber quick mount lights.
  (One light per side to be installed in correlation to mounting location of rear parking lights, on under side rear fascia and above tag lighting location. These lights activate when others are active and hatch is opened. When hatch is opened, exterior hatch lights turn off.

Interior of vehicle control system:

- SoundOff Signal bluePrint® center controller with extended wiring harness kit
  (This will be installed in the rear of vehicle under custom built electronics cabinet
- SoundOff Signal bluePrint® micro link module
  (This will be installed to offer vehicle specific control systems integration to bluePrint® controller listed above)
- SounfOff signal bluePrint® sync module
  (This will facilitate GPS lighting sync between vehicle fleet)

Patrol Supervisor Package (continued)

- SoundOff Signal bluePrint® remote node with standard wiring harness kit
  (2 remote blueprint® nodes to be installed under the front hood compartment on custom built bracket to facilitate maintenance and reducing wiring to rear of vehicle much like a computer data switch.)
- Siren controller – SoundOff Signal nErgy® 400 remote rotary head 100w siren controller
  (To be configured via blueprint® to Mauldin PD specific program. Controller mounted rear in electronics cabinet)

Interior Mounted Equipment

- Gamber Johnson Console as follows;
  7170-0822-02 Console
  7160-0883-00 Cradle
  7160-1543 Internal printer mount
  71600-0063 12v Socket plat
  7110-1213 Screen Support
- Lind power supply for Dell 5424 Latitude
- El-Tron DL scanner 4910LR
- Brother PJ722 printer with 12v hard wire power supply (key on)
- Laird Phantom (shot glass) black 800 mhz antenna (roof mounted)
- Triton 12v LED light strip
  (Mounted in rear cargo area at rear most roof edge to come on when hatch raised with secondary switch mounted on right rear side panel to turn light off if desired)
- Troy TRoyGL-SC1 / SC6 Vertical SantaCruz Dual Weapon Lock – AR style and Shotgun
- Troy MNT057Y - Locking Cover left rear quarter panel (order 3 additional)
  (A custom shelf fabricated to for storage of duty weapon and back-up, see photo page)
- Kustom Golden Eagle II radar (Provided by PD) (Rear antenna mounted to lift gate)
  (Separator kit for counter and control head), (Control head mounted center of dash)

Patrol Supervisor Package (continued)

- Warchguard 4RE in-car camera system and hardware for wireless upload
  (Provided by PD)
- Rifle/Shotgun lockable vault. (Provided by PD)
  (Will require fabrication of mounting bracket to raise vault 2.5 inches and attached to the spare tire cover with vault as far rear and to the right as possible.)
- Custom built electronics cabinet to house all remount mounted electronics and excess wiring



Administrative / Detective Package (5 units)

a. At a minimum, the city will provide for installation; Motorola WT 800 radio charger, and weapon vaults.

b. The City reserves the right to provide any surplus items meeting the desired specification and that line cost will be removed from the final invoice. The City reserves the right to omit any line prior to award, notifying the winning bidder of removal with the same applying to the installation of surplus equipment.

c. Installation of specified equipment requiring DC power will be connected/wired as to not interfere with factory wiring.

d. Wiring will originate and/or terminate on and under a connector board, fused as required by manufacturer's recommendations with ease of access in a rear compartment directly behind the rear seat. This will be a vendor-built electronics cabinet covered with black trunk liner carpet. This cabinet will be enclosed with a programming port mounted on top. Also, to include a 6-post bridge connector pre-wired, key on for future installation or removal of 4RE camera system with trigger wires attached from; brake, emergency lighting, siren (2-wire), and a key-on 12 volts lug. These are pursuit rated and could transition to supervisor or patrol.

e. Wiring will be loom wrapped and secured to provide ease of tracing should the need arise at a later date (See Attachment B1).

f. Motorola radio will have an "ignition on" trigger wire.

g. Positive and negative radio and cameras wire **must** be hard wired and fused directly to the battery.

h. Blue lights activation controls: All, rear/side only, rear only, traffic direction function. All interfaced with steering wheel controls if appliable and available.

i. Siren to have transmission in-park shut off.

j. Battery saver set at 3 hours

k. Switched, 3 outlet connectors hard wired to the battery

l. Light/siren controller will be interfaced with steering wheel controls if appliable and available.

m. Specific branding for this project will be followed (See attachment A3).

n. Winning bidder will provide on delivery, a detailed explanation of equipment function.

o. All five vehicles will be wired the same and location of equipment will be the same. A wiring schematic will be provided on delivery to include photographs of wiring and location of connections, fuse block in any, location of modules, battery saver, shall be mounted with other equipment on/in the custom electronics cabinet.

p. All manufacture paperwork and any extra provided parts will be put in packets and left in the cars. A documented summary of all equipment with model and serial numbers and warranties of ALL purchased equipment will be provided by vendor.

q. Window tint (all vehicles) of 18% for the front driver and passenger side windows. Also, windshield to the ASI line.

r. Quote must be itemized with quantity, part number, brand (as specified), description, and cost each.

s. Warranties on all material and labor shall be itemized on a separate warranty page

Administrative / Detective Package (continued)

t. All LED lighting with a multi-color option of white will have a solid scene area lighting function that encompasses the entire vehicle.

u. No exterior graphics. Ghost black turn white reflective to be installed on the recessed area of the lower inside of the 4 doors.

Attachment A3: Material/Brand Specific List

Front of Vehicle:

- SoundOff Signal nForce® half visor bar, blue and white dual color
  (To be mounted with vehicle specific bracket mounted on passenger side upper windshield behind sun visor)
- SoundOff Signal mPower® 3" blue and white dual color
  (To be mounted in factory insert on front of grill)
- SoundOff Signal 100J Speaker
  (Mounted behind grill)
- SoundOff Undercover factory headlight insert, blue and white dual color
  (To be installed in left and right headlamp assembly's)
- Headlight wig-wag – Factory wig wag option used and triggered and controlled by SoundOff Signal bluePrint®

Side of Vehicle:

- Under outside mirrors – MPower® 4x2 blue/white stud mounted lights
  (One light per side on vehicle specific SoundOff Signal under mirror bracket)
- Rear side glass – Two light per side, MPower® dual shroud
  (Mounting kit in lower area of rear side window)

Rear of Vehicle:

- Rear interior visor SoundOff nForce® blue, amber, and red. 6 head tri-color vehicle specific fit. (Red will be activated as a brake light function only during response and routine patrol operation. This will be a "flash-blink to solid brake light to enhance officer safety. Red will act as brake light only when other light are active).

Administrative / Detective Package (Continued)

- Factory taillight insert – SoundOff Undercover blue and white dual color
  (To be installed in driver and passenger side taillight assembly's)
- Rear parking lights – Lights are to be controlled and flashed in a synchronized pattern with SoundOff Signals bluePrint® control system.
- Under hatch lights (raised) - mPower® 4" blue and amber quick mount lights
  (One light per side to be installed on the underside of rear fascia above tag lighting location, when hatch is raised, rear bar deactivated and under hatch lights come on)

Interior of Vehicle (control system):

- SoundOff Signal bluePrint® center controller with extended wiring harness kit
  (This will be installed in the rear of vehicle under custom built electronics cabinet
- SoundOff Signal bluePrint® micro link module
  (This will be installed to offer vehicle specific control systems integration to bluePrint® controller listed above)
- SounfOff signal bluePrint® sync module
  (This will facilitate GPS lighting sync between vehicle fleet)
- SoundOff Signal bluePrint® remote node with standard wiring harness kit
  (2 remote bluePrint® nodes to be installed under the front hood compartment on custom built bracket to facilitate maintenance and reducing wiring to rear of vehicle much like a computer data switch.)
- Siren controller – SoundOff Signal nErgy® 400 'hand held" remote 100w siren controller
  (To be configured within bluePrint® to specific matching program of fleet with control brain mounted in electronics cabinet)

Interior Mounted Equipment:

- Install wiring kit to desired specification and general appearance
  (See Attachment B)
- Triton 12v LED light strip
  (Mounted in rear cargo area at rear most roof edge to come on when hatch raised with secondary switch mounted on right rear side panel to turn light off if desired)
- Troy MNT057Y - Locking cover left rear quarter panel
  (A custom shelf fabricated to for storage of duty weapon and back-up, see photo page)

Administrative / Detective Package (Continued)

- Rifle/Shotgun lockable vault. (Provided by PD)
  (Will require fabrication of mounting bracket to raise vault 2.5 inches and attached to the spare tire cover with vault as far rear and to the right as possible.)
- Custom built electronics cabinet to house all remount mounted electronics and excess wiring (see photo page)
- Install provided 800mhz hand held radio charger (key on power)

2.4. Requirements

Awarded vendor **must** have an employee/installer certified by WatchGuard to install the 4RE in-car camera system and wireless upload hardware. This can be accomplished on-line; https://support.watchguardvideo.com/hc/en-us/categories/360000130127

(If the cameras are grant funded, pre certification by the State may be required)

All work is to be done in compliance with the design intent as specified in the RFP. The Vendor shall indicate any variance from the design intent by notifying the City for consideration. Variances from RFP design are not approved until and if all parties agree. The Vendor is responsible for all coordination with other trades (including graphics) and Mauldin Police Department as applicable to ensure a functional complete outcome. The Vendor is responsible for resolution of conflicts with connection of and/or interaction of other systems.

The project is not a complete functional system until full inspection and all equipment is online, tested and functioning without defect. All power supplies, accessory cables, portable equipment, equipment manuals and as-built system documentation has been provided to and accepted by the City. No training can take place until the system is completed. The Vendor should provide the drawings of fuse/wire bridges of the finished system to be delivered on completion and final inspection.

The Vendor shall provide all intellectual property relating to any configuration files for all system element programming. This would include any software for blue light (bluePrint®) programing. A file program disc will be provided and password protected. These items must be included in order for the project to be accepted and considered as complete and final payment to be made.

The Vendor is responsible to coordinate proper integration of City supplied equipment into the overall system and to the City's' in-house standards.

2.5. Design Changes

In addition to the base system, the Vendor may propose one or more design alternatives. This is limited to the emergency equipment cabinet only, as they are available pre-fabricated on the aftermarket. The Vendor is to provide a brief description of the recommendations along with technical specifications and a breakdown of costs to the City. The Vendor will include whether the proposal increases, decreases, or does not affect the quoted not- to-exceed base price. The City will determine if the design change is acceptable. If design change is not acceptable, Vendor will provide system design as originally specified or implied.

2.6. System Enhancements

In addition to the base system, the Vendor may propose one or more system enhancement proposals as long as they do not interfere with the material requirements as listed in this RFP. These proposals may enhance the system performance or reduce costs without loss of performance. The Vendor is to provide a brief description of the recommendations along with technical specifications and a breakdown of costing. The Vendor is to include whether the proposal increases, decreases, or does not affect the quoted base price. The City will determine if the system enhancement is acceptable. If system enhancement is not accepted by the City for any reason, the Vendor shall deliver system as originally specified.

2.7. Rubbish Removal, Recycling and Equipment Boxes

It is the responsibility of the Vendor to remove all rubbish generated by the installation. This includes all wiring and materials not being reused. It is expected that where appropriate, recycling of materials will be done. All recycling is to be done in compliance with local, state, and federal laws. This does not apply to parts, material supplied with any purchased product. Those will be boxed up and turned over to City representative when vehicles are picked up.

2.8. Manufacturer Commissioning

The Vendor will be wholly responsible for the coordination and successful integration of all Manufacturers commissioning as required by this RFP and incidental to proper integration of the camera system. Scheduling, onsite and offsite planning including all details related to the labor and hardware installation by the Manufacturer is the sole responsibility of the Vendor.

2.9. End-of-Life Systems

The Vendor is responsible for discovering from the Manufacturers associated with this project any end-of-life (EOL) or end-of-support (EOS) systems or equipment expected within 5 – 7 years of installation or within the projected useful life-span of the system or device.

2.10. Recording Systems

Awarded vendor must have an employee/installer certified by WatchGuard to install the 4RE in-car camera system and wireless upload hardware. This can be accomplished on-line; https://support.watchguardvideo.com/hc/en-us/categories/360000130127

(If the cameras are grant funded, pre certification by the State may be required or to be installed by State Vendor).

2.11. Substantial Performance Review

When the Vendor feels that it has achieved Substantial Performance (all equipment has been installed and tested) of the work and all testing and adjustments have been completed, it shall notify the City. The City will schedule a Substantial Performance Review that shall include, but is not limited to, the following:

- Physical inventory of the equipment on site
- Demonstrations of the functional system and all equipment

This is not considered the final inspection or training

2.12. Cleaning

It will be the responsibility of the Vendor to make necessary repairs, modifications, and adjustments to equipment or system in order to meet the functional requirements as specified. The Vendor will bear all the costs associated bringing the system into specification in a timely manner. The vehicles system final system review will be scheduled with the City or technical designees when all repairs, modifications or adjustments have been completed. The Vendor will be responsible for cleaning all areas they have worked in, removal and disposal of all packaging and debris, cleaning all provided equipment of dust, dirt, smudges, and other material prior to calling for a Substantial Performance Review.

2.13. System Training

System training is to be scheduled based on the substantial completion milestone. Training should be scheduled within 1 week after Substantial Completion. It will consist of two distinct parts. These training sessions are to be coordinated with the City to ensure the pre-determined designated operators can attend. It is the responsibility of the Vendor to coordinate, schedule, and attend. Project signoff cannot be completed without training being completed and approved.

3. Proposal Submission

All proposals should include the following sections:

Section	Section Title	Page Limit(s)
3.1.	Cover Page	**1 page**
3.2.	Proposal Narrative	**20 pages**
3.3.	Pricing (This page will include completion business days from vehicle delivery to the awarded vendor)	**As needed**
	Each page requires an authorized representative printed name and signature.	

3.1. Cover Page

Include company name, address, phone number, website and federal tax identification number, as well as the printed name, phone number, email, electronic or actual signature for the person authorized to negotiate the contract and make decisions for the organization.

3.2. Proposal Narrative

The brief written narrative portion of the request for proposal cannot exceed 20 double-spaced pages. Content beyond the 20-page limit will be removed before proposals are evaluated. Proposals that do not include a proposal narrative will be disqualified and will not be considered for funding. Vendor(s) must address the following sections in the proposal narrative:

3.2.1 General information

- Firm's number of years in business, size and staffing
- Proof of licensing; state, county, city business license
- Firm's financial health and stability

3.2.2 Organizational Qualifications and References

Please provide an overview of your organization and your organizations experience and qualifications for similar sized projects; includes demonstrating that your organization has sufficient size and depth of management, financial strength, resources and services to support the need. Vendors should have sufficient staff with sufficient certifications (WarchGuard/bluePrint®) to support the City's patrol car up-fit needs. Please provide at least three references for other clients where you have provided the same/similar services.

3.2.3 Solution Profile

Please address the following:

- Describe the overall up-fit implementation approach (may include logistics of ordering material for upfit).
- Describe how you will generally meet the Scope of Work.
- Describe your methodology for on-going support when necessary.
- Describe any recommendations for additional scope of work that may not be fully described herein
- Projected completion of work following delivery of vehicle to work site

3.2.4 Completion of provided documents (Attachments A-D) and (quote detail)

3.3 Pricing

Please provide a clear and concise quote as described in that outlines all requested material, sublet labor if applicable, shipping, labor and sales tax. Quote shall clearly specify pricing approach (e.g. by user, machine, task, hourly rate). Please clearly outline any/all provisions and defined termination clauses and penalties for closing or changing amount of services. Invoice for payment shall be submitted on approved (following final inspection and delivery) completion of the project.

3.4 Completion of Project Time Line in Days

The Mauldin Police Department will deliver the vehicles to the bid award vendor when they become available. The vendor shall provide a reasonable estimate of project completion for inspection. The awarded vendor is encouraged to have material on hand at the time of delivery. If the vehicles arrive earlier than projected, a reasonable time line adjustment to completion will be considered.

4 Evaluation Criteria and Contract Award

The City's RFP Evaluation Committee (Evaluation Committee) will review all proposals and make a recommendation to the Public Safety Committee. The Public Safety Committee will make a recommendation to award RFP forward to full City Council for advisement of this budgeted capital expenditure.

During the evaluation process, the Evaluation Committee and the City reserve the right to request additional information or clarification from vendor(s), or to allow corrections of errors or omissions.

Proposal Section		Point Value
3.2.1	General Information	25
3.2.2	Qualifications	25
3.2.3	Solutions Profile	25
3.2.4	Completion of Documents (Attachments A-D) & (Quote Detail)	25
Total Points		100

5 Negotiation/Contract

It is anticipated that the ranking of the top proposals will be completed in late August or early September. The City shall negotiate in good faith with the Vendor as ranked. If negotiations with the top responder are not successful then the City will move on to the next vendor until the City has made a final selection and successfully negotiated and approved a contract agreement for services.

The Vendor's designated authorized negotiator must be empowered to make binding commitments for the successful Vendor and its sub-contractor(s), if any. The City reserves the right to negotiate the final terms of the contract agreements with the successful Vendor.

Items that may be negotiated include, but are not limited to, the scope of work, the implementation schedule, and the final award amount.

The City reserves the right to retain all proposals submitted and to use any idea(s) or concepts in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Vendor of the conditions contained in the request for qualifications, unless clearly and specifically noted in the proposal submitted and convened in a subsequent contract between the City and the Vendor selected. Award will be made to the Vendor deemed most advantageous to the City for this and project as outlined in the RFP.

6 Questions

The Vendor shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their proposal submission. No consideration will be given after submission of a proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Vendors finding discrepancies or omissions in the RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the above listed contact. If there are any changes, additions, or deletions to the proposal scope, conditions, or closing date, all Vendors will be advised by means of an Addendum issued by the City. All Addenda are to become part of the proposal documents and receipt of Addenda should be acknowledged by the Vendor in the submission.

The City reserves the right to accept one or more proposal and to reject any or all proposals submitted as it deems appropriate and in the best interest of the City. The City also reserves the right to terminate this solicitation and reissue a subsequent solicitation, and/or remedy technical errors in the solicitation process.

7 Submittal Process

7.2 Proposal Preparation Cost

All expenses incurred by the Vendors in preparation and submission of this proposal are to be borne by the Vendors, with the express understanding that no claims for reimbursements against the City will be accepted. The City shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that could lead to acceptance of the Proposal and award of a contract.

7.3 Right to Reject Proposals

Submission of a proposal indicates acceptance by the Vendor of the conditions contained in this request for qualifications unless clearly and specifically noted in the proposal submitted and convened in the contract between the City and the Vendor selected. The City reserves the right with prejudice to reject any or all proposals as it deems necessary.

8 General Conditions

8.2 Competition

It is the intent and purpose of the City that this solicitation permits competition. It shall be the Vendor's responsibility to advise the City in writing if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Such notification shall be submitted in writing and must be received by City Hall at least ten (10) calendar days prior to proposals receipt date. A review of such notification shall be made.

8.3 Confidentiality and Proprietary Information

All submissions become the property of the City and will not be returned to the Vendor. The City will consider all proposals submitted as confidential but reserves the right to make copies of all Proposals received for its internal review and for review by its financial, accounting, legal, and technical consultants. Vendors should be aware that the City of Mauldin is a "public body" as defined in and subject to the provisions of the Freedom of Information Act.

8.4 Conflict of Interest

The Vendor shall disclose in its proposal any actual or potential conflicts of interest and existing business relationships it may have with the City of Mauldin, its elected or appointed officials or employees, any property ownership direct or indirect in the jurisdiction. Vendor certifies by submission of proposal that neither it nor its principals, nor its perspective sub-vendors are presently debarred, suspended, or proposed for debarment by the City of Mauldin or any state of federal department or agency.

8.5 Compliance, Assurance, and Non-collusion

Except as otherwise specified or as arising by reason of the provision of the contract documents, no person whether natural, or body corporate, other than the Vendor has or will have any interest or share in this proposal or in the proposed contract which may be completed in respect thereof. By responding to this RFP, the Vendor agrees that there is no collusion or arrangement between the Vendors and any other actual or prospective Vendors in connection with proposals submitted for this project and the Vendor has no knowledge of the contents of other proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the proposal.

Each Vendor shall comply with all applicable federal, state and local laws and shall meet all requirements imposed upon this service industry by regulatory agencies. Vendors will submit the Statement of Assurance, Compliance and Non-collusion with its proposal submittal which is enclosed as Attachment A.

8.6 Drug-Free Workplace

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

8.7 Insurance

The Vendor shall procure and maintain for the duration of the contract all such insurance, as required by the laws of the State of South Carolina, against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the work hereunder by the Vendor or its individuals, Vendors, agents, representatives, or employees. A breach of the insurance requirements shall be material. Vendors will submit and minimally the below listed insurance. The Vendor will submit their Insurance Certification attachment C with its proposal submittal.

8.8 Proposal Guarantees, Warranties and Schedule

The Vendor must furnish items and services identified under Scope of Work in accordance with Conditions, requirements and all other terms as set forth elsewhere herein. *The successful Vendor awarded a contract by the City shall warrant that all labor and equipment of the installed systems shall be covered for the period of no less than 1 year in accordance with the terms of the RFP and City Contract/Agreement. The Warranty shall include at a minimum, all hardware and software, as well as software or hardware updated during the warranty period.* For vendors greater than a 30-mile radius of the city, for a period of exactly (1) year after system acceptance, the Vendor shall coordinate for pickup, repair and delivery of all newly installed or related integrated devices or systems that fail to operate correctly. A system failure of any nature within the first year after system acceptance shall be corrected by the Vendor with minimal assistance by the City or its technical designees. Vendors must submit Attachment D with its proposal.

8.9 Litigation

Offerors who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against the City in connection with any contract for works or services, may be considered ineligible. Receipt of proposals from such Offerors may be disqualified from the evaluation process.

8.10 No Contract

This RFP is not a tender and does not commit the City in any way to select a preferred Vendor. By submitting a proposal and participating in the process as outlined in this RFP, Vendors expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on the City of Mauldin by this RFP or submissions prior to the completed execution of a formal written Contract.

8.10.1 Save Harmless

The successful bidder shall indemnify and save harmless the City and all city officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trademark, or copyright. The bidder shall have no liability to the City is such patent, trademark, or copyright infringement or claim based upon the bidders use of material furnished to the bidder from the City.

8.10.2 Publicity Releases

Awardee agrees not to refer to award of this RFP in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

8.10.3 Governing Law

The agreement and any dispute, claim, controversy relating to the agreement shall in all respects be interpreted, construed, enforced, and governed by and under the ordinances of the City of Mauldin and the laws of the State of South Carolina. All disputes, claims or controversies relating to the agreement shall be resolved exclusively by the City Administrator in accordance with City ordinance and / or State law, or in the absence of jurisdiction, only the Court of Common Pleas for, or a Federal Court located in Greenville County, State of South Carolina.

8.10.4 Termination

Subject to the conditions below, the contract may be terminated for any reason by the City providing thirty (30) days advance written notice is given to the vendor.

For Convenience - in the event that this contract is terminated or cancelled upon request and for the convenience of the City without the required thirty (30) days advance written notice, them the City may negotiate reasonable termination cost, if applicable.

For Cause – termination by the City for cause, default, or negligence on the part of the vendor or their sub-vendor shall be excluded from the foregoing conditions; termination cost, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default clauses in this bid apply.

8.10.5 Payment for Goods and Services

Payment for goods and services received by the City shall be processed in accordance with local ordinances and policies.

8.10.6 Vendor Schedule

The Vendor also understands by executing and dating this document their proposed prices/costs shall hold Vendor for a period of not less than two hundred and forty (240) calendar days after the date of the solicitation award.

Attachment A1

Specific branding and/or part numbers are for Vendor reference. This RFP includes "**manufacture specific**" requirements.

Light and Siren/PA Control

a. Front, rear, and directional controls must be separated

Push Bar

a. Center only (not wrap around) Must have a minimum of two LED mounted inside top bar and one LED on each side of bar.

Other

a. Three outlet (lighter), with switched power. (Example: Chiefs Supply Part #BR930)

b. Three, magnetic mount mic holders (MMSU-1 Magnetic Mic)

c. 6 post camera trigger Connector Bridge 

Window Tint

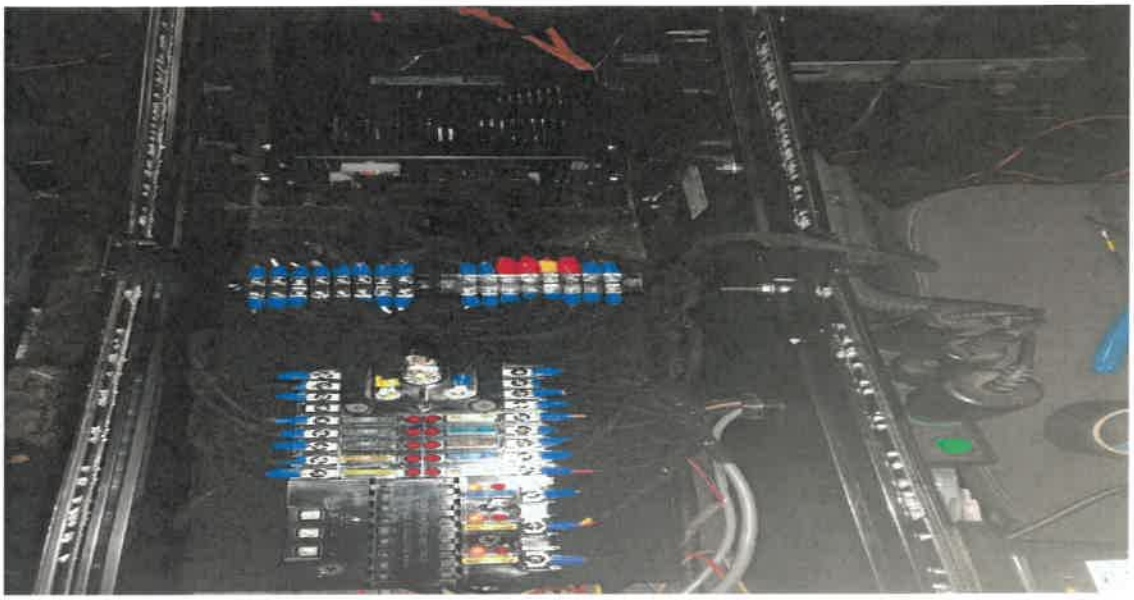
a. Front driver /passenger window to match rear factory tint (net 18% average)

Rear Storage Vault (Supervisor and Admin only)

a. Single drawer, elevated 2.5 inches to not interfere with factory storage compartment and or spare tire. (Provided by Police Department0

Attachment B1

THIS



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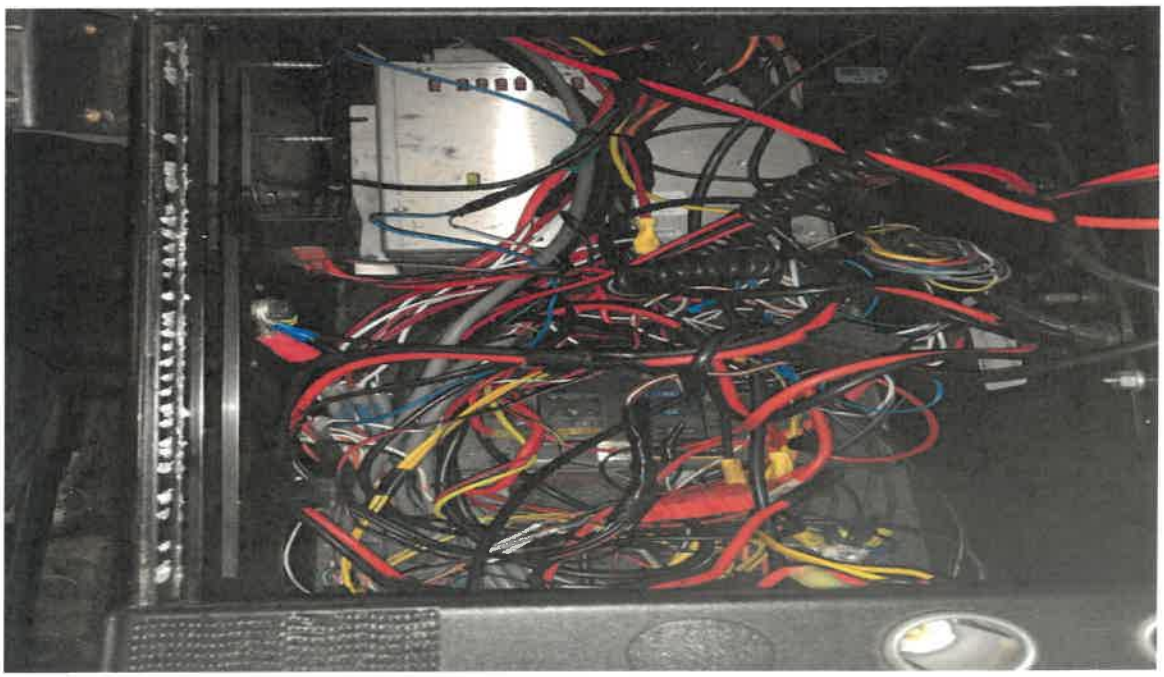


Photo Page

Supervisor Vehicle W/Graphics



Rear Ghost Chevron Graphics (Uniform Patrol Only)



Day Night

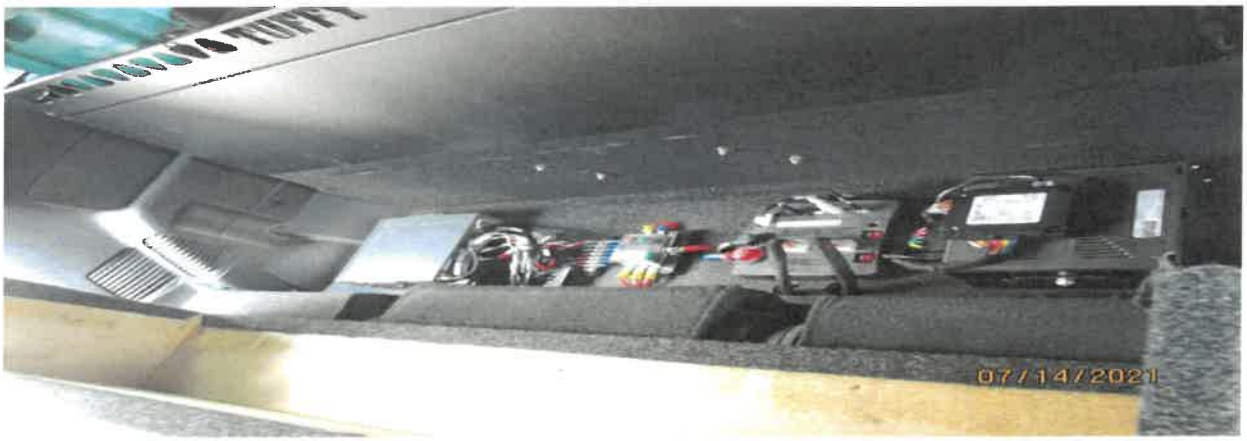
Locking Compartment for Temporary Weapon Storage



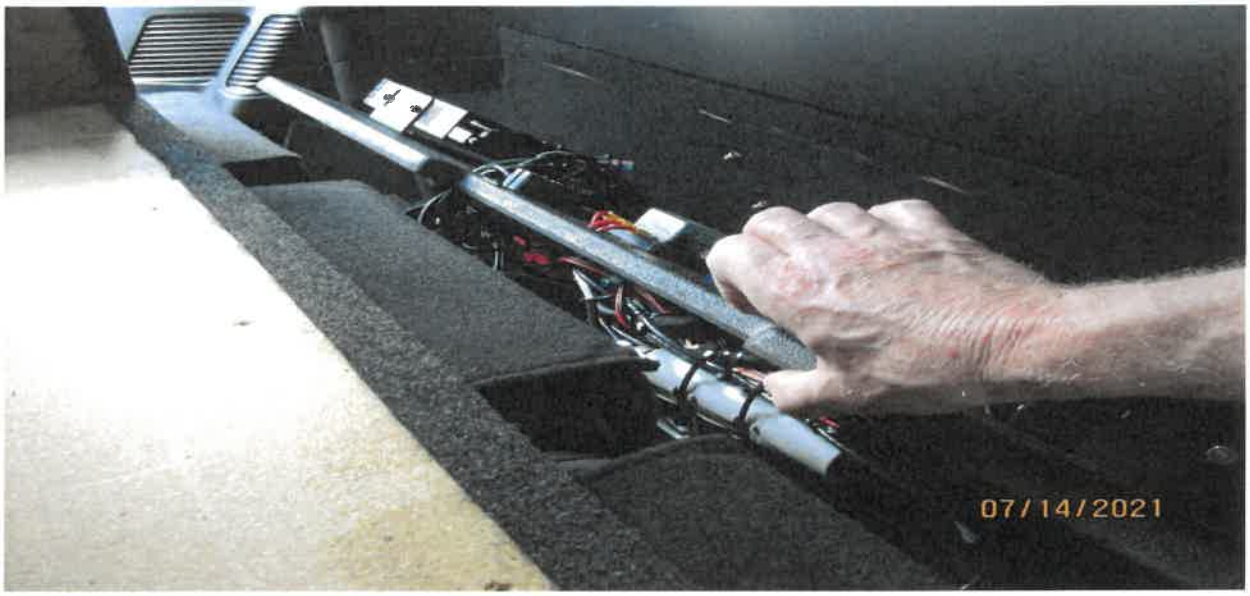
Custom Equipment Cabinet Behind Rear



Equipment Mounted on Factory Cover Behind Rear Seat



Excessive Wiring Secured Neatly Under Factory Cover



Roof Mounted Shot Glass Antenna(s) for 800 Radio and Camera System



ATTACHMENT A – COMPLIANCE, ASSURANCE AND NON-COLLUSION

Statement of Assurance, Compliance and Non-collusion

State of _____
County of _____
City of_____, being first duly sworn, deposes and says that:

1. The undersigned, as Vendor, certifies that every provision of this Submittal have been read and understood.

2. The Vendor hereby provides assurance that the Firm represented in this Submittal:
   a. Will comply with all requirements, stipulations, terms and conditions as stated in the Submittal/Submittal document; and

   b. Currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this solicitation; did not participate in the development or drafting specifications, requirements, statement of work, scope of work etc. relating to this solicitation; and

   c. Is not guilty of collusion with other Vendors possibly interested in this Submittal in arriving at or determining prices and conditions to be submitted; and

   d. No person associated with Vendor's Firm is an employee of the City of Mauldin. Should Vendor, or Vendor's Firm have any currently existing agreements with the City, Vendor must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation ; and

   e. That such agent as indicated below is officially authorized to represent the Firm in whose name the Submittal is submitted.

Company name:	
Name of Agent (Print or Type):	
Title:	***Date:***
Signature of Agent:	
Telephone #	***Fax #:***
Federal Identification Number:	
Email address:	
Subscribed and sworn to me this day of	
my commission expires:	***Title:***

(Must be notarized by a Notary Public)

SEAL

ATTACHMENT B – DRUG-FREE WORKPLACE CERTIFICATION

DRUG-FREE WORKPLACE CERTIFICAITON

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the award of the above-referenced contract, the undersigned, who is a member of the Firm of (hereinafter contractor) certifies on behalf of the contractor that the contractor will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of the prohibition;

2. Establishing a drug-free awareness program to inform employees about:
    a. The dangers of drug abused in a workplace;
    b. The person's policy of maintaining a drug-free workplace;
    c. Any available drug counseling, rehabilitation, and employee assistance programs: and
    d. The penalties that may be imposed upon employees for drug violations;

3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by item (1);

4. Notifying the employee in the statement required by item (1) that, as a condition of employment on the contract or grant, the employee will:
    a. Abide by the terms of the statement; and
    b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;

5. Notifying the City of Mauldin within ten days after receiving notice under item (4) (b) from an employee or otherwise receiving actual notice of the conviction;

6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).

Company name:	
Name of Agent (Print or Type):	
Title:	***Date:***
Signature of Agent:	
Telephone #	***Fax #:***
Federal Identification Number:	
Email address:	
Subscribed and sworn to me this day of	
my commission expires:	***Title:***

(Must be notarized by a Notary Public) ***SEAL***

ATTACHMENT C – INSURANCE

INSURANCE – PROFESSIONAL SERVICES

The Offeror shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the work hereunder by the individual or the Firm, his agents, representatives, or employees. The cost of such insurance shall be included in the fee proposed.

For the purpose of this clause, the term "professional individual or Firm" shall also include the individual's or Firm's respective officers, agents, officials, employees, volunteers, boards and commissions.

A. Minimum Scope and Limits of Insurance

1. Broad Form Comprehensive General Liability
   $1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, to include products and any completed operations.

2. Automobile Liability
   $1,000,000 combined single limit per occurrence for bodily injury and property damage

3. Umbrella Liability
   $1,000,000 per occurrence, following form.

4. Workers' Compensation
   Limits as required by State of South Carolina.

5. Employers' Liability
   - $100,000 each accident
   - $500,000 disease/policy limit
   - $100,000 disease/each employee

6. Professional Liability (if used on a claims-made basis, insurance coverage shall be maintained for the duration of the contract and for two years following contract completion.)
   - $1,000,000 per occurrence
   - $2,000,000 aggregate

7. Personal Property Coverage
   Adequate insurance to cover the value of personal property belonging to the Vendor while located on City of Mauldin property, while in use or in storage, for the duration of the contract.

8. Liability (General, Automobile, Professional) Coverage;
   a. "The City of Mauldin and its respective officers, agents, officials, employees, volunteers, boards and commissions" are to be named as additional insured's with regards to liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, leased or used by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the City.

b. The Vendor's insurance coverage shall be the primary insurance as regards to this contract with the City. Any insurance or self-insurance maintained by the City shall be in excess of the Vendor's insurance and shall not contribute with it.

c. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City.

d. Coverage shall state that the Vendor's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

9. Workers' Compensation and Employer's Liability Coverage
   a. The insurer shall agree to waive all rights of subrogation against City of Mauldin for losses arising from the work performed by the Vendor for the City.

   b. If State statute does not require the Vendor to obtain Workers' Compensation insurance, then the Vendor shall furnish the City with adequate proof of the self- employment status. The Vendor agrees to waive all rights of claims against the City for losses arising from the work performed by the Vendor. In the event that during the contract this self-employment status should change, the Vendor shall immediately furnish proper notice to the City and a certificate of insurance indicating that Workers' Compensation insurance and Employer's Liability coverage has been obtained in the correct amounts by the Auditor as required by this Exhibit.

10. Acceptability of Insurers
    a. Insurance is to be placed with insurers which have a Best's rating of at least A.

    b. Insurance companies must either be licensed to do business in the State of South Carolina or be deemed to be acceptable by the City Administrator.

11. Verification of Coverage
    The Vendor shall furnish the City with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City Administrator before work commences. Renewal of expiring certificates shall be filed thirty days prior to expiration. The City reserves the right to require complete, certified copies of all required policies, at any time.

B. Aggregate Limits
   Any aggregate limits must be declared to and be approved by the City of Mauldin.

C. Deductibles and Self-Insured Retentions
   Any deductibles or self-insured retentions must be declared to and be approved by the City in writing. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as regards the City or the Vendor shall procure a bond which guarantees

payment of the losses and related investigations, claims administration and defense expenses. At no time will the City be responsible for the payment of deductibles or self- insuredretentions.

D. Notice of Cancellation or Non-renewal
Each insurance policy required by this Exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced, either in coverage or in limits, except after thirty days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Other Insurance Provisions
The policies are to contain, or be endorsed to contain, the following provisions;

All insurance documents required by this Exhibit shall be mailed to
Mark Putnam, PO Box 249 Mauldin SC 29662.

Company name:	
Name of Agent (Print or Type):	
Title:	***Date:***
Signature of Agent:	
Telephone #	***Fax #:***
Federal Identification Number:	
Email address:	
Subscribed and sworn to me this day of	
my commission expires:	***Title:***

(Must be notarized by a Notary Public)

SEAL

ATTACHMENT D – PROPOSAL GUARANTEES, WARRANTIES AND SCHEDULE

PROPOSAL/PROPOSER GUARANTEES, WARRANTIES AND SCHEDULE

Proposer Guarantees
The proposer certifies it can and will provide and make available, at a minimum, all services set forth in this RFP/RFQ.

Proposer Warranties

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

2. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.

3. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission and consent of the City of Mauldin.

4. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Proposer Schedule
The Offeror also understands by executing and dating this document their proposed prices/costs shall hold Firm for a period of not less than *ninety (90)* calendar days after the date of the solicitation award.

Company name:	
Name of Agent (Print or Type):	
Title:	***Date:***
Signature of Agent:	
Telephone #	***Fax #:***
Federal Identification Number:	
Email address:	
Subscribed and sworn to me this day of	
my commission expires:	***Title:***

(Must be notarized by a Notary Public)

SEAL

CITY COUNCIL
AGENDA ITEM SUMMARY

MEETING DATE: September 20, 2021
AGENDA ITEM: 8f

TO: City Council
FROM: Interim Police Chief George Miller
SUBJECT: Resolution – Department of Juvenile Justice Agreement

REQUEST

Approval of a Resolution for the City to enter into a Memorandum of Agreement (MOA) for the provision of secure detention services with the South Carolina Department of Juvenile Justice's (SCDJJ) Detention Center for fiscal year 2021 - 2022.

HISTORY/BACKGROUND

The City of Mauldin does not operate or manage its own detention facility for juveniles, or have such a facility available to it for the detention of juveniles.

Given that the SCDJJ operates a facility for the detention of juveniles, should the City need to detain a juvenile awaiting trial or sentencing, via the attached agreement, the City can use the SCDJJ facility.

ANALYSIS or STAFF FINDINGS

The City has options to detain juveniles, if needed. However, this provides an additional resource if needed. The agreement will not obligate the City in any way unless the City chooses to, or is ordered by a court to, detain a juvenile awaiting trial or sentencing at the SCDJJ facility.

FISCAL IMPACT

The per diem rate is $50.00 per day for any juvenile housed at the SCDJJ detention facility pursuant to Section 63-19-1610 of the South Carolina Code of Laws. Failure to pay amounts owed for juvenile detention services will result in SCDJJ pursuing any and all available methods of collection.

RECOMMENDATION

Approval of Resolution authorizing the Memorandum of Agreement with SCDJJ.

ATTACHMENTS

Resolution
MOA with SCDJJ

RESOLUTION _____ - 2021

A RESOLUTION FOR THE CITY OF MAULDIN TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE SOUTH CAROLINA DEPARTMENT OF JUVENILE JUSTICE FOR THE DETENTION OF JUVENILES

WHEREAS, South Carolina law requires that juveniles be held in detention in separate facilities from adults; and,

WHEREAS, the South Carolina Department of Juvenile Justice maintains facilities to detain juveniles; and,

WHEREAS, the City of Mauldin on occasion has need for facilities to detain juveniles.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF MAULDIN AS FOLLOWS:

1. The Contract attached hereto marked as Exhibit "A" is hereby approved.

2. The Mayor is authorized to execute the Contract.

IT IS SO RESOLVED THIS ____ DAY OF SEPTEMBER, 2021.

_____
Terry Merritt, Mayor
City of Mauldin

_____
Cindy Miller, Municipal Clerk
City of Mauldin

Approved as to form

_____
John B. Duggan, City Attorney

SOUTH CAROLINA DEPARTMENT OF JUVENILE JUSTICE

Freddie B. Pough
Executive Director

P.O. Box 21069
Columbia, SC 29221-1069
djj.sc.gov

Henry McMaster
Governor

June 28, 2021

City of Mauldin
Administrator
P. O. Box 249
Mauldin, South Carolina 29662-0249

Dear Administrator:

Enclosed please find a Memorandum of Agreement (MOA) for the provision of secure detention services with the South Carolina Department of Juvenile Justice's (SCDJJ) Detention Center for fiscal year 2021-2022. The per diem rate is **$50.00 per day** for any juvenile housed at the SCDJJ detention facility pursuant to Section 63-19-1610 of the South Carolina Code of Laws. Failure to pay amounts owed for juvenile detention services will result in SCDJJ pursuing any and all available methods of collection.

This agreement will not obligate you in any way unless your agency/department chooses to, or is ordered by a court to, detain a juvenile awaiting trial or sentencing. Should you anticipate the need to use our facility anytime during the 2021-2022 fiscal year, please sign the enclosed contract within 30 days of receipt and return to: Department of Juvenile Justice, Attention: Jovan Haynes, Facility Administrator, Juvenile Detention Center, 1725 Shivers Road, Columbia, South Carolina 29210. **This agreement will not be accepted by SCDJJ if altered or amended in any way.**

In lieu of detaining juveniles in SCDJJ's secure detention center, the Department has developed a Short-Term Alternative Placement (STAP) Program by contracting with providers throughout the state to offer residential alternatives to secure detention for non-violent youth. This STAP service is made available to you at no cost, and the number of available STAP providers/locations was increased in fall 2020 (see attached). An additional benefit to utilizing STAP is that while local law enforcement provides initial transport to the STAP location, SCDJJ arranges all follow-up transports to/from Court. **We would encourage you to make all public safety or local law enforcement in your jurisdiction aware of this alternative to secure detention so that they can utilize this no cost option, whenever they determine such to be appropriate.** Additional information about these options can be obtained by contacting your local SCDJJ County Manager or by calling DJJ's Office of Community Alternatives at (803) 896-9117.

Please also note that, per the terms of the attached MOA, SCDJJ's acceptance and retention of detainees in its Juvenile Detention Center will be on a space available basis and will be in accordance with admission and detention criteria established by SCDJJ. With the implementation of Raise the Age legislation on July 1, 2019, SCDJJ's Juvenile Detention Center

has experienced a higher volume of juvenile detainees. Please be aware that SCDJJ will be monitoring capacity of the Juvenile Detention Center on a daily basis and may be unable to accept or retain juvenile detainees when doing so would cause the facility to exceed its rated capacity. As stated above, SCDJJ has developed STAP beds for use as an alternative to detention for non-violent youth and encourages the use of STAP beds with appropriate youth. In addition, in order to ensure that your jurisdiction has a long-term solution in place for the detention of juveniles, you may want to consider collaborating with your local government partners in neighboring jurisdictions to explore the establishment of regional juvenile detention centers in your area.

Should you have any questions, please contact Velvet McGowan, Deputy Director of Institutional Services at (803) 896-9797. Your timely response is appreciated.

Sincerely,

Freddie B. Pough
Director

Enclosures

cc: Jovan Haynes, Facility Administrator, SCDJJ Detention Center
Velvet McGowan, Deputy Director, Institutional Services Division

MEMORANDUM OF AGREEMENT
FOR THE DETENTION OF JUVENILES

THIS AGREEMENT is made this 1st day of July, 2021, by and between the South Carolina Department of Juvenile Justice (SCDJJ) by and through its duly authorized employee and the governing body of City of Mauldin, hereinafter referred to as City of Mauldin, by and through its duly authorized official and/or employee;

WHEREAS, the South Carolina Constitution and state and federal law, mandate that juveniles who are held in detention be confined in separate and distinct facilities from adults similarly confined; and

WHEREAS, City of Mauldin does not operate or manage its own detention facility for juveniles, or otherwise have such a facility available to it for the detention of juveniles; and

WHEREAS, SCDJJ operates a facility for the detention of juveniles, along with an array of other residential placements for juveniles, who are awaiting their return to another jurisdiction or state, or awaiting their adjudication and/or dispositional hearings in the Family Courts of this State, which have passed all necessary state inspections or approvals, and are suitable for the detention of juveniles; and

WHEREAS, the General Assembly has mandated that "the governing body of the law enforcement agency having original jurisdiction (over) where the offense occurred" be responsible for paying a portion of the costs of the detention services for juveniles provided by SCDJJ, who are charged with committing crimes within the governing body's jurisdictional limits;

NOW THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

SCDJJ will admit into its Juvenile Detention Center in Columbia, and detain such juveniles in this Center, subject to its design/operational capacity and any limitations set forth in Section 63-19-830(A), those juveniles who are charged with committing offenses within the jurisdictional limits of the above listed entity and who have been/are:

1. qualified to be placed in secure detention (as determined by Section 63-19-820(B), which the local law enforcement entity wishes to have detained prior to a detention hearing before the Family Court; or

2. ordered to be taken into custody and detained by the Family Court or other lawful authority; or

3. 16 years old or younger who have been waived to the Court of General Sessions to be tried as adults; or

4. 16 years old and charged as an adult with committing a Category A-D felony or any felony offense which provides for a maximum term of imprisonment of fifteen years or more (applicable only to crimes alleged to have occurred prior to 7/1/2019).

Acceptance and retention of detainees in its Juvenile Detention Center will be on a space available basis and will be in accordance with admission and detention criteria established by SCDJJ. In addition, City of Mauldin agrees to remove any detainees accepted and detained under criteria 3 and 4 above, on or within one week after that detainee's 17th birthday.

City of Mauldin agrees to assign an open Purchase Order Number _____, to be effective from July 1, 2021 to June 30, 2022.

City of Mauldin agrees to comply with Section 63-19-1610 of the South Carolina Code of Laws which provides, "local governments utilizing the juvenile detention services provided by the Department of Juvenile Justice must pay the department a per diem of fifty dollars a day per child." Accordingly, City of Mauldin will pay SCDJJ $50.00 per 24-hour day per child. (Detention periods of between from 1 to 23 hours shall be charged as a ½ day charge of $25.00). Payments to SCDJJ will be made on a monthly basis as the costs accrue.

SCDJJ agrees to bill City of Mauldin on a monthly basis; said bills to be sent on or before the 15th day of the month after the month where the costs are incurred, with payment to be made on or before the first (1st) day of the following month. If City of Mauldin fails to make payment within 30 days of receipt of an invoice for detention services, SCDJJ may take any and all available measures to collect on the outstanding debt.

SCDJJ agrees to periodically provide City of Mauldin with a report on City of Mauldin's use of the SCDJJ Detention Facility. This report will reflect the status of juveniles being detained for periods greater than 30 days.

Pursuant to South Carolina Code Section 63-19-360, the "local law enforcement agency having jurisdiction where the offense was committed" shall be responsible for transporting all juveniles to and from DJJ's Juvenile Detention Center. However, a local law enforcement entity may enter into agreements with other local law enforcement agencies or other entities for transporting of a juvenile to and from SCDJJ's Juvenile Detention Center, and the fact that a particular local law enforcement agency or entity transports a juvenile to or from SCDJJ shall not be determinative as to which law enforcement agency has jurisdiction over the offense committed or necessarily obligate the governing board of the transporting entity to pay for the cost of that juvenile's detention.

In accordance with state law relating to Juvenile Detention and consistent with the criteria outlined in SCDJJ Policy 408 (Community Detention Screening and Detention Hearing Process), no juvenile shall be placed in and/or transported to a SCDJJ detention facility until law enforcement has notified SCDJJ and SCDJJ has conducted a detention screening, or until a Family Court Judge has determined that placement in secure detention is appropriate.

City of Mauldin shall provide the SCDJJ Juvenile Detention Center with all relevant information pertaining to the juvenile, including medical history/limitations/pre-existing conditions, known psychological and psychiatric problems, charges pending before the court, and completed screening or detention forms if such records or information are in the possession of, or otherwise known to, the transporting law enforcement agency.

SCDJJ's Juvenile Detention Center shall have the right to refuse admission when a juvenile is presented for placement without an appropriate detention order signed by the Court or detention referral papers, completed and signed by a SCDJJ employee or screening agent. SCDJJ's Juvenile Detention Center shall also have the right to refuse admission when a juvenile is deemed inappropriate by the Center for placement due to psychological/psychiatric problems, age, history, not meeting referral/admissions criteria, indications of alcohol or other drug intoxication, medical condition which requires emergency or immediate medical care or treatment or for any other reason which puts the Center at risk, should such a juvenile be accepted.

SCDJJ shall not be financially responsible for the cost of medical care provided to a juvenile detained in its juvenile detention center for any injury, illness, condition, or medical need that pre-existed the juvenile's admission to its Detention Center.

Detention services provided by SCDJJ shall commence upon execution of this contract and terminate, unless this contract is reauthorized and renewed, on July 1, 2022. Either party may cancel this agreement upon thirty (30) days' written notice.

Sums paid or payable under this contract shall not exceed $_____ for fiscal year 2021-2022 as determined by both parties. However, if juveniles continue to be presented for secure detention by City of Mauldin once the above budgeted amount has been reached, City of Mauldin agrees to pay for the cost of any additional detainees as provided for in the paragraph addressing detention rates.

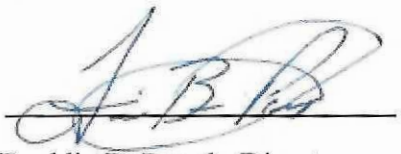
APPROVED:

_____

Administrator/Manager
(or other Authorized Official)

_____

Date



Freddie B. Pough, Director
South Carolina Department of Juvenile Justice

July 1, 2021
Date

CITY COUNCIL
AGENDA ITEM SUMMARY

MEETING DATE: September 20, 2021
AGENDA ITEM: 8g

TO: City Council
FROM: City Administrator Brandon Madden
SUBJECT: Purchasing Policy Amendment

REQUEST

Approve a Resolution to establish a policy providing that only the Mayor, the Mayor Pro-Tem, and the City Administrator with the express written authority of the Council may execute contracts or other documents that obligate the City financially or otherwise and prohibit department heads and all other City employees from executing such documents.

HISTORY/BACKGROUND

Pursuant to a review of the City's procurement policy, the City Attorney's Office recommended an amendment to include language that clarifies those with the authority to enter the City into binding agreements.

ANALYSIS or STAFF FINDINGS

Via the attached Resolution:

1. The Mayor shall have the authority to execute contracts that obligate the City which are approved by the Mayor and Council.
2. The Mayor Pro-Tem may execute such documents in the event that the Mayor is unable or unavailable to execute such documents.
3. The City Administrator has the express written authority of Council to spend up to $15,000.00. The City Administrator must obtain the express written authorization of the Mayor and Council for any expenditure in excess of $15,000.00 or before entering into any agreement which otherwise obligates the City.
4. Department Heads and all other City employees may not execute such documents.
5. Department Heads shall be required to execute a written statement acknowledging that they have been provided a copy of this Policy and that a violation of this Policy will result in immediate termination.

FISCAL IMPACT

None.

RECOMMENDATION

Approval of the Resolution

ATTACHMENTS

Resolution
Purchasing Policy with the amendment redlined

RESOLUTION ____ - 2021

A RESOLUTION TO ESTABLISH A POLICY PROVIDING THAT ONLY THE MAYOR, THE MAYOR PRO-TEM, AND THE CITY ADMINISTRATOR WITH THE EXPRESS WRITTEN AUTHORITY OF THE COUNCIL MAY EXECUTE CONTRACTS OR OTHER DOCUMENTS THAT OBLIGATE THE CITY OF MAULDIN FINANCIALLY OR OTHERWISE AND PROHIBIT DEPARTMENT HEADS AND ALL OTHER CITY EMPLOYEES FROM EXECUTING SUCH DOCUMENTS

WHEREAS, it has been a long standing unwritten policy of the City for the Mayor, the Mayor Pro-Tem or the City Administrator with the express written consent of the Council to be the only persons to execute contracts and similar documents; and,

WHEREAS, the Mayor and Council find that this policy should be added to the City's purchasing policy in order to ensure that the policy is implemented consistently.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL AS FOLLOWS:

1. The Mayor shall have the authority to execute contracts that obligate the City which are approved by the Mayor and Council.

2. The Mayor Pro-Tem may execute such documents in the event that the Mayor is unable or unavailable to execute such documents.

3. The City Administrator has the express written authority of Council to spend up to $15,000.00. The City Administrator must obtain the express written authorization of the Mayor and Council for any expenditure in excess of $15,000.00 or before entering into any agreement which otherwise obligates the City.

4. Department Heads and all other City employees may not execute such documents.

5. Department Heads shall be required to execute a written statement acknowledging that they have been provided a copy of this Policy and that a violation of this Policy will result in immediate termination.

IT IS SO RESOLVED THIS ____ DAY OF SEPTEMBER, 2021.

_____
Terry Merritt, Mayor

_____
Cindy Miller, Municipal Clerk

Approved as to form

_____
John B. Duggan, City Attorney

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

SUMMARY OF CHANGES

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

EXISTING SECTIONS RETAINED FOR:

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

SECTIONS ADDED FOR:

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

NEW DETAIL SECTIONS ON:

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

Information to bidders

Procurement Responsibility
Inventory and Surplus Property
Emergency Purchasing

PURPOSE:

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

GENERAL PROVISIONS

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

a. To consolidate, clarify, and modernize procurement by the City

b. To provide adequate procurement oversight by the City Council

c. To require the adoption of competitive procurement practices by all departments of the City

d. To promote increased public confidence in the procedures followed in public procurement

e. To ensure the fair and equitable treatment of all persons who deal with the procurement system

f. To provide increased economy in procurement activities and to maximize to the fullest extent practicable the purchasing values of public funds

g. To provide safeguards for the maintenance of a procurement system of quality and integrity with clearly defined rules for ethical behavior on the part of all persons engaged in the public procurement process

h. To develop an efficient and effective means of delegating roles and responsibility to the staff and various municipal departments with oversight of the City Administrator.

i. To develop procurement capability responsive to appropriate user needs

PURCHASE ORDERS

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

Small Purchase Orders:

- Use -Procurement of goods or service of **less than $5,000**
  Small purchase orders are used if a purchase is $5,000 or less excluding tax and shipping charges. Purchases under $5,000 require no bidding.

- Approval-up to $2,500 – Department Designee
  City department heads may assign department designees to prepare and approve small purchase orders up to $2,500.

- Approval-up to $5,000 – Department Head
  City Department heads may approve small purchase orders for budgeted items up to $5,000.

- No Bids Required for Under $5,000
  No formal or informal bidding is required for purchases less than $5,000. However, it is recommended that department heads and all City employees do price comparisons to acquire the best price on items purchased. In addition, all City employees are encouraged to utilize Mauldin vendors on all purchases where local prices are competitive. Department heads are encouraged to request evidence from their department staff prior to approval of the small purchase order to document compliance with this recommendation.

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

Large Purchase Orders:

- Use -Procurement of goods or service of **more than $5,000**

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

BIDDING REQUIREMENTS:

Purchases > $5,000 < $15,000

- Informal Bids Required
  For all budgeted purchases larger than $5,000 but less than or equal to $15,000 , a large purchase order must be completed with documentation of attempts to obtain at least three informal bids (verbal or written) or sole source justification attached. City Administrator must approve all sole source purchases for items over $5,000. Verbal quotes must be documented and submitted to the AP clerk for review and entry into the computer system, computer generated PO is then approved nad signed by the City Administrator.

- Approval – City Administrator
  Upon award of bid, the department head will complete and sign a large purchase order and submit it for City Administrator approval. The large purchase order form contains three columns, the verbal or written bids will be tallied in detail on the P.O. form. The signed and approved purchase order completed in detail will be given to the Accounts Payable Clerk along with copies of documentation/notation of solicitation of bids or price quotes and copies of any written bids received. All original bid records will be kept by the A/P clerk. The City Administrator will ensure that all departments comply with the requirement providing documentation of requests for informal bids.

Purchases > $15,000 < $25,000

- Written Invitations for Written Bids or Proposals required
  Offers shall be requested in writing from at least three sources. The invitation or request for purchases of more than $15,000 but less than $25,000 must be accomplished in writing. This may be via letter, fax or email. All copies of written invitations will be submitted with the purchase order to the City Administrator for approval. *Only purchases less than $15,000 may be accomplished by verbal solicitation -see above.*

- Approval – City Administrator – Budgeted Purchases
  Upon award of bid, the department head will complete and sign a large purchase order and submit it for City Administrator approval. If the purchase is for a budgeted item and the bid awarded is for less than or equal to the budget, no additional formal Council approval is needed. The large purchase order form contains three columns, the written bids will be tallied in detail on the P.O. form. The signed and approved purchase order completed in detail will be given to the Accounts Payable Clerk along with copies of written solicitation of bids or price quotes and copies of any written bids received. All original bid records will be kept by the A/P clerk. The City Administrator will ensure that all departments comply with the requirement of written invitations to bid.

BIDDING REQUIREMENTS: *(CONTINUED)*

Purchases > $25,000

- Formal Bid procedures are required.

- Formal Requests For Proposals will be prepared.
  RFPs will be mailed, emailed or faxed to at least three vendors of the items/items to be purchased. Care will be taken to include all City and local vendors.

- Advertisement is required.
  All purchases where the cost exceeds twenty-five thousand ($25,000) dollars, shall be publicly advertised at least once in a newspaper of general circulation in the City at least five (5) calendar days prior to the date established for receipt and opening of bids or proposals; provided, however, that in the case of professional services, this section shall not apply. The newspaper notice shall include a general description of the materials, equipment, or services to be purchased, where bid forms and specification may be obtained and the time and the place for the bid opening.

- Sealed Bidding will be required.
  Bids/ proposals shall be delivered/submitted to the City Administrator securely sealed in an envelope, and shall be identified on the envelope in accordance with bid instructions. Bids/proposals not properly sealed shall not be opened and will be returned to the bidder. Bids/proposals shall be opened in public at the time and place stated in the public notices. The amount of each bid/ proposal and such other relevant information as may be specified, together with the name of each bidder, shall be tabulated. A tabulation of all bids/proposals received shall be available for public inspection.

- Approval – City Administrator / Budgeted Purchases.
  Upon award of bid, the department head will complete and sign a large purchase order and submit it for City Administrator approval. If the purchase is for a budgeted item and the bid awarded is for less than or equal to the budget, no additional formal Council approval is needed. The large purchase order form contains three columns, the written bids will be tallied in detail on the P.O. form. The signed and approved purchase order completed in detail will be given to the Accounts Payable Clerk along with copies of written solicitation of bids or price quotes and copies of all written bids received. All original bid records will be kept by the A/P clerk The City Administrator will ensure that all departments comply with the formal bid requirements..

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

BID SPECIFICATIONS

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

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

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

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

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

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

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

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

APPROVAL OF CITY COUNCIL

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

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

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

REPORTING TO CITY COUNCIL

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

EXECUTION OF CONTRACTS

Only the Mayor, the Mayor Pro-Tem, and the City Administrator with the express written authority of the Council may execute contracts or other documents that obligate the City financially or otherwise and prohibit department heads and all other City employees from executing such documents.

1. The Mayor shall have the authority to execute contracts that obligate the City which are approved by the Mayor and Council.
2. The Mayor Pro-Tem may execute such documents in the event that the Mayor is unable or unavailable to execute such documents.
3. The City Administrator has the express written authority of Council to spend up to $15,000.00. The City Administrator must obtain the express written authorization of the Mayor and Council for any expenditure in excess of $15,000.00 or before entering into any agreement which otherwise obligates the City.
4. Department Heads and all other City employees may not execute such documents.
5. Department Heads shall be required to execute a written statement acknowledging that they have been provided a copy of this Policy and that a violation of this Policy will result in immediate termination.

OTHER PROCUREMENT ISSUES

Sole Source

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

Emergency Purchase

Emergency Purchase

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

- A great public calamity;

- An immediate need to prepare for national or local defense;

- A breakdown in machinery, facilities or essential services which requires the immediate procurement of goods and/or services to protect the public welfare, health, safety, property, or personal/confidential information;

- An operation directly affecting the public welfare, health, or safety, the protection of public property, or personal/confidential information, is so severely impacted by any cause that personal injury or property destruction appears to be imminent and probable unless goods and/or services designed or intended to mitigate the risks thereof are procured immediately; or

- An ongoing City project, which is of such a nature that the need for particular goods and/or services can only be ascertained as the project progresses and, when ascertained, must be satisfied immediately for the preservation of public welfare, health, safety or property.

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

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

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

Sensitive Procurement

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

Cooperative Purchasing

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

Materials Testing

The City Administrator shall have the authority to require chemical and physical tests of samples submitted with bids and samples of deliveries, which are necessary to determine their quality and conformance with the specifications. In the performance of such tests, the City Administrator shall have the authority to make use of laboratory facilities of any agency of the City government or any outside laboratory.

Bonding

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

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

Construction contracting

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

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

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

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

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

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

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

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

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

Negotiations

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

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

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

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

Multistep sealed bidding

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

Professional Services

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

Code of Ethics

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

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

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

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

Procurement Responsibility

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

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

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

Discrimination Prohibited

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

RECEIPTS & INVOICE PROCESSING PROCEDURES

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

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

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

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

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

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

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

CREDIT CARD GUIDELINES AND PROCEDURES

PURPOSE

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

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

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

- To ensure that purchasing with cards is accomplished in accordance with the City's Ordinances and rules adopted by the City.

- To ensure appropriate internal controls are established and followed City wide when procuring with Credit Cards, so that they are used only for authorized purposes.

- To limit the City's liability from inappropriate use of Credit Cards.

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

A. Credit Card

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

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

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

B. Payments and Authorization

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

C. Spending Limits

The City limits are as follows:

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

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

D. Use of Credit Cards

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

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

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

Receiving cash back from any transaction is strictly prohibited.

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

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

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

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

E. Restricted Credit Card Uses

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

- Personal or unauthorized services (i.e. manicures, hairdressers, dry cleaners, face painters)
- Money Orders, Travelers Checks, and/or Foreign Currency

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

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

F. Documentation

Required documentation: Any time a purchase is made, documents (charge slip, receipt, etc.) must be retained as proof of purchase. The documents (charge slip and PO with purchase description) should be later attached to the cardholder's monthly statement to verify the purchases. If the cardholder does not have documentation for a transaction to attach to the statement, he/she will be personally responsible for the charge. TRAVEL expenses must always be substantiated as required by the IRS.

G. Disputes

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

H. Master List

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

I. Lost or Stolen Credit Cards

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

J. Termination of Employees

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

K. Responsibility

a) The cardholder (employee) is responsible for the use of the Credit Card in accordance with these guidelines and procedures.

b) The Department Head is responsible for allocating the expenses to the appropriate departmental budget.

c) The department heads are responsible for the use of Credit Cards within their respective departments and are responsible for the resolution of DISPUTED items.

d) If the department head is not available then the employee should seek to use the City Administrator's or the Finance Director's card.

e) The Finance Department is responsible for issuing, monitoring, and controlling the cards and for enforcing these procedures.

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

L. Card Eligibility

a) The applicant must be the City Administrator or a Department head of the City.

b) The City Administrator must approve the employee for a credit card.

c) Each individual Cardholder must sign a Cardholder Agreement which is attached as "Exhibit A" to this document.

M. Cardholder Termination/Resignation

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

N. Credit Card Security

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

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

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

O. Cardholder Liability

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

VENDOR/MANUFACTURER REBATES

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

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

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

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

Process:

1. Rebate checks should be made payable to the City. In no instance shall the rebate check be made payable to an individual. Rebate checks or reimbursements should be deposited back into the account and line item account from which the original purchase was made.

2. Rebates in the form of certificates, property or gift cards must be returned to Accounts Payable P.O. Box 249, Mauldin, S.C. 29662, for future use by the department that acquired the rebate. Department heads are responsible for assuring that a procedure is in place to account for rebates in this form.

3. Rebate documentation must be kept with the originating purchase documents showing the disposition of rebates back to the City.

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

INVENTORY AND SURPLUS PROPERTY

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

The City Administrator shall have authority to transfer excess or surplus stock to other offices, departments, or agencies of the City government. The City Administrator also has the authority to sell all materials that have become unsuitable for public use, or to exchange the same for, or trade in the same, for new supplies. Generally, supplies and equipment with more than a nominal value will be advertised for sale through competitive sealed bids or by public auction. Award will be made to the highest responsible bidder; however, the City has the right to reject any and all offers.

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

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

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

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

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

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

Compliance & Violation of Policies

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

SALES AND USE TAX

Sales Tax

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

Use Tax

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

Procedure for accumulating Amounts Due:

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

Reporting and Paying the Tax

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

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

City of Mauldin

CREDIT CARD EMPLOYEE AGREEMENT FORM (Exh A)

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

- I understand that I am being entrusted with a valuable City asset - a Credit card - and will be making financial commitments on behalf of City of Mauldin, and will strive to obtain the best value for the City.

- I understand that the City is liable to BB&T for all charges made on the card. All Credit cards belong to the City and can be cancelled or revoked at any time at the discretion of the City Administrator.

- I agree to use this Card for approved purchases only and agree not to charge personal purchases. I understand that the Finance Department of City of Mauldin will audit the use of this Card and report misuse of the card to the City Administrator. The City Administrator will take appropriate action on any discrepancies. I also agree that I will be held responsible for unauthorized purchases made with this card and the amount of any unauthorized charges will be deducted from my paycheck.

- I have been given a copy of the Credit Card Policy and understand the requirements for the Card's use.

- I understand that I may delegate the use of this credit card to an employee in my department, but I may not give the card to a temporary or contract employee for any reason. I understand that if I give the credit card to any other employee that I am still responsible for all charges to the credit card.

- I agree to a criminal history background check prior to being issued a City Credit Card.

- I understand that it is my responsibility to furnish receipts for all credit card purchases for the card number listed above, even in the event that my card was delegated for use to another city employee.

- I will follow the established procedures for the use of the Card. Failure to adhere to any of the above responsibilities and the procedures detailed in the purchasing policy for credit card use will result in revocation of individual Cardholder privileges. Use of the Credit Card for non-City expenses, personal purposes, or allowing the use of the Credit Card by an unauthorized individual may result in discipline, up to and including dismissal from employment and may in some circumstances also constitute a criminal act punishable by law.

- As a Cardholder, I agree to accept the responsibility and accountability for the protection and proper use of this Credit Card, as enumerated above. If unauthorized charges are placed on the Credit Card, I hereby authorize the City to deduct any non-City charges from my paycheck as provided for in South Carolina Code § 41-10-30.

- I agree to return the Card immediately upon request or upon termination of employment (including retirement).

- Following termination of my employment at the City of Mauldin, I will continue to be financially responsible for and legally liable to the City for non-City, personal, or unauthorized items purchased on my Credit Card by myself or with my knowledge including any reasonable costs of collection and attorneys fees.

- I understand that the city of Mauldin may terminate my right to use this procurement credit card at any time for any reason.

- If the Card is lost or stolen, I agree to notify the City Administrator and BB&T immediately at 1(800) 397-1253.

_____ _____ _____

EMPLOYEE SIGNATURE DATE DEPARTMENT

_____ _____

CITY ADMINISTRATOR'S SIGNATURE DATE

Copy of front and back of credit card here:

.

CITY COUNCIL
AGENDA ITEM SUMMARY

MEETING DATE: September 20, 2021
AGENDA ITEM: 8h

TO: City Council
FROM: City Administrator Brandon Madden
SUBJECT: City Phone Service Provider

REQUEST

Approve transitioning to Segra from VC3 to the provision of Voice over Internet Protocol (VOIP) services for the City's phones.

HISTORY/BACKGROUND

The City entered into a master services agreement with VC3, Inc. (VC3) on November 29, 2016 for the VC3 VoiceAdvantage Work Order. This allowed VC3 to provide phone services (e.g., VOIP) for the City.

On August 19, 2021, the City sent the attached letter to VC3 notifying them of the City's intent to not renew the foregoing agreement upon the expiration of the agreement on November 29, 2021.

ANALYSIS or STAFF FINDINGS

Segra, who is on the SC State Procurement Contract, provides voice and data services. Segra provided the attached quote to provide VOIP services to the City.

FISCAL IMPACT

The estimated fiscal impact is approximately $1,341.73 per month. VC3 is approximately 4,232.85 per month. Funding is available in the City Council approved FY2022 budget for this item.

RECOMMENDATION

Staff recommends transitioning to Segra for its VOIP services so that upon the expiration of the VC3 agreement, Segra will be the City's VOIP provider.

ATTACHMENTS

Master services agreement with VC3
VC3 VoiceAdvantage Work Order
City letter to VC3
VC3 Voice Advantage past two months charges to the City
Quote from Segra

CITY OF MAULDIN
OFFICE OF CITY ADMINISTRATOR
5 E. Butler Rd.
Mauldin, SC 29662

August 19, 2021

Sandy Reeser
President
VC3, Inc.
1301 Gervais St., Suite 1800
Columbia, SC 29201

Re: Notice of Intent to Not Renew Master Services Agreement

Dear Mr. Reeser:

The City of Mauldin ("City") entered into a master services agreement with VC3, Inc. (the "VC3") on November 29, 2016 for the VC3 VoiceAdvantage Work Order.

This letter serves as a formal notice that the City will not renew the master services agreement with VC3 upon the expiration of the agreement on November 29, 2021.

Should you have any questions or concerns regarding this matter, please do not hesitate to contact me at bmadden@mauldincitysc.com or 864-289-8890. For your reference, copies of the Master Services Agreement and the VoiceAdvantage Work Order are enclosed.

Sincerely,

Brandon Madden
City Administrator

cc: City Attorney John Duggan (via email only @ jduggan@dugganhughes.com)

Enclosures: Master Services Agreement
VC3 VoiceAdvantage Work Order

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of this 29TH day of November, 2016 (the "Effective Date"), between VC3, Inc., a South Carolina corporation having its principal place of business at 1301 Gervais Street, Suite 1800, Columbia, SC 29201 ("Company"), and the City of Mauldin, South Carolina a Municipality having its principal place of business at 5 East Butler Road, Mauldin, South Carolina 29662 ("Client").

WHEREAS, Client desires to receive certain professional services from Company;

Client and Company hereby agree as follows:

1. Services To Be Performed.

1.1 **Services.** Company will provide computer system and network maintenance, software, consulting and professional services (the "Services") as mutually agreed to in a written executed attachment to this Agreement by Company and Client (a "Work Order"); provided however that the parties recognize that Company may from time to time provide Services to Client at Client's request without a Work Order, and in such cases, these Services shall be subject to and governed by the terms and conditions of this Agreement and performed by Company on a time and materials basis and invoiced at the hourly billing rates specified in Exhibit A.

1.2 **Form of Work Order.** Each Work Order will conform to substantially the following format:

(a) The Work Order shall be entitled "Work Order No. [__] under the Master Services Agreement, dated [_____]."

(b) The contents of the Work Order may be included in the body of the Work Order, or in separately signed Attachments, as the parties consider most practical. The Work Order shall include a provision for the dated signatures of authorized representatives of both parties.

1.3 **Change Orders.** Client may request a change in the scope or nature of the Services in a Work Order at any time. However, changes to the scope of the Services in a Work Order can be made only in writing executed by both parties.

2. Charges for Services.

2.1 **Charges.** Company shall be entitled to compensation for the performance of the Services as stated in each Work Order. Unless otherwise expressly stated in a Work Order, Company's compensation will be based on direct labor hours charged at fixed labor rates. The Work Order may call for a budget of expected charges as a way for both parties to monitor performance. Except as otherwise expressly set forth in a Work Order, all Services that are identified to be rendered on a time and materials basis will be invoiced at the hourly billing rates specified in Exhibit A.

2.2 **Invoices.** Unless otherwise stated in a Work Order, payment for the Services is due monthly when and as performance is rendered. Company shall issue invoices to Client for charges when and as they come due. Client shall make payment to Company of all such invoices within thirty (30) days from the date of such invoice.

2.3 **Expenses.** Client shall pay Company for all reasonable expenses incurred by Company in the performance of the Services, including travel, living, and out-of-pocket expenses incurred pursuant to this Agreement.

2.4 **Effect of Late Payment.** All late payments by Client shall bear interest at a rate of one and one-half percent (1.5%) per month or partial month during which any sums were owed and unpaid, or the highest rate allowed by law, whichever is lower.

2.5 **Collection Costs.** Client shall reimburse Company for any expenses and costs it incurs to collect any amounts due to Company under this Agreement, including reasonable attorneys' fees.

2.6 **Taxes.** Client shall pay directly, or reimburse Company for, and indemnify and hold Company harmless from, all taxes and tariffs assessed or levied by any governmental entity that are now or may become applicable to the Services or measured by payments made by Client to Company hereunder, or are required to be collected by Company or paid by Company to tax authorities including interest assessment thereon if such assessments are due to Client's actions or inactions.

This includes, but is not limited to, sales, use, excise, gross receipt and personal property taxes, or any other form of tax based on services performed, equipment used by Company to perform services solely for Client, and the communication or storage of data, but does not include taxes based upon Company's net income.

3. **Term; Termination.** The term of this Agreement shall continue from the Effective Date until the earlier of (a) expiration of the term of all Work Orders referencing this Agreement or (b) termination of this Agreement as provided in this Agreement. Either party may terminate a Work Order or this Agreement, as applicable, for material breach by the other party of the Work Order or this Agreement, as applicable, which is not cured within 30 days from the receipt by the party in breach of a written notice from the other party specifying the breach in detail. Client shall be liable for payment to Company for all Services rendered prior to the effective date of any such termination. Expiration or termination of any Work Order or this Agreement for any reason will not release either party from any liabilities or obligations set forth in any Work Order or this Agreement which (a) the parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

4. **Proprietary Protections.**

4.1 **Ownership Rights**

(a) **General.** Each party will retain all rights to any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the Effective Date, or acquired or developed after the Effective Date without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor. No licenses will be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights, except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require Company or Client to violate the proprietary rights of any third party in any software or otherwise. Notwithstanding anything to the contrary in this Agreement, Company (i) will retain all right, title and interest in and to all software development tools, know-how, methodologies, processes, technologies or algorithms used in performing the Services which are based on trade secrets or proprietary information of Company or are otherwise owned or licensed by Company (collectively, "tools"), (ii) will be free to use the ideas, concepts, methodologies, processes and know-how which are developed or created in the course of performing the Services and may be retained by Company's employees in intangible form, all of which constitute substantial rights on the part of Company in the technology developed as a result of the Services performed under this Agreement.

(b) **Materials Developed for or Delivered to Client.** Client agrees that all software and other materials (including, but not limited to customizations, modifications, specifications, documentation and training materials) developed for or delivered to Client pursuant to this Agreement or any Work Order, including all related copyrights, patent rights, trade secrets, ideas, designs, concepts, techniques, inventions, discoveries or other intellectual property rights (collectively, the "Materials"), shall be the exclusive property of Company and the Company shall own all right, title and interest therein. In this connection, Client acknowledges that all Materials which are or may be developed pursuant to this Agreement or any Work Order are and shall be the intellectual property and confidential proprietary information and products of Company, and Client hereby transfers and assigns any and all rights in and to the Materials to Company, its successors and assigns, including all intellectual property rights relating thereto. From time to time upon Company's request, Client shall confirm such assignment by execution and delivery of such assignments, confirmations of assignment, or other written instruments as Company may request. Company agrees that Client shall have a limited nonexclusive license to use the Materials internally to the extent necessary to carry out and fulfill the terms and conditions of the Work Order for which the Materials were developed and shall have the right to grant a limited nonexclusive license to the third parties specifically identified in a Work Order to use the Materials solely for the purposes contemplated by such Work Order, provided that such third parties shall first agree in a signed writing to be bound by the terms of this Agreement or such terms as may be acceptable to Company.

(c) **Specific Deliverables Owned by Client.** Notwithstanding the foregoing provisions of Section 4.1(b) but subject to any third party rights or restrictions and the provisions of Section 4.1(a) and

the other provisions of this Section 4.1(c), Client will own the copyright in and to Materials that (i) are developed for and delivered by Company to Client, (ii) are paid for by Client, and (iii) are clearly and specifically identified in a Work Order as governed by the provisions of this Section 4.1(c) (the "Specific Client Owned Deliverables"). Notwithstanding the foregoing, Company will retain ownership of any Company-owned software or development tools that are used in producing the Specific Client Owned Deliverables and become embedded in the Specific Client Owned Deliverables. Company hereby grants to Client a perpetual (subject to compliance with this sentence), royalty-free, nontransferable, nonexclusive license to use such embedded software and tools (if any) solely in connection with Client's internal use and exploitation of the Specific Client Owned Deliverables and only so long as such software and tools (if any) remain embedded in the Specific Client Owned Deliverables and are not separated therefrom. Company will own all intellectual property rights in or related to the Specific Client Owned Deliverables other than the copyright ownership rights granted to Client pursuant to this Section 4.1(c).

4.2 **Client Information.** Company recognizes and agrees that, except as specified in Section 4.1, it has no claim of ownership to any data, materials or information submitted by Client to Company or the Services ("Client Information"), which Client Information is being provided to Company solely for the purposes of enabling Company to render the Services, and that title and all ownership rights in and to such Client Information shall at all times remain with Client. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use all Client Information.

4.3 **Confidentiality.**

(a) **Confidential Information.** This Section 4.3 shall apply to all confidential and proprietary information disclosed by either party ("Disclosing Party") to the other party ("Receiving Party"), including all Client Information, Materials of Company, and information related to the Disclosing Party's technology, software, know-how, products, potential products, services, potential services, financial information, employees, customers, markets and/or business information (collectively, "Confidential Information"). The terms and conditions of this Agreement and all Work Orders shall be treated by Client as the Confidential Information of Company. Confidential Information shall not include any information which (i) was known to the Receiving Party prior to being disclosed by the Disclosing Party, (ii) becomes publicly known through no wrongful act of the Receiving Party, (iii) is approved for release by written authorization of the Disclosing Party, (iv) is received from a third party not in breach of any separate confidentiality obligation known to the Receiving Party, or (v) is independently developed without reference to the Disclosing Party's Confidential Information.

(b) **Scope of Obligation.** The Receiving Party agrees to use the Confidential Information of the Disclosing Party only as provided for in this Agreement. Each party agrees to hold the other party's Confidential Information in strict confidence and not to disclose such Confidential Information to any third parties. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information only to those employees, agents, representatives and/or consultants who require such information only in connection with this Agreement. Each party agrees to instruct all such employees, agents, representatives and consultants regarding the foregoing obligations and ensure that such employees, agents, representatives and consultants are bound by obligations of confidentiality to the Receiving Party that are at least as restrictive as those contained herein. Each party agrees that it will take all reasonable measures to protect the confidentiality of, and avoid the unauthorized disclosure or use of, the other party's Confidential Information in order to prevent it from being made public or in the possession of persons other than those persons authorized hereunder to have any such Confidential Information, which measures shall include at least the same degree of care that the Receiving Party utilizes to protect its own confidential information of a similar nature but in any event shall include commercially reasonable precautions designed to protect the Disclosing Party's Confidential Information from unauthorized disclosure and/or use.

(c) **Limited Disclosure Right.** Confidential Information may be disclosed to the extent required by court order or as otherwise required by law, provided that the Receiving Party, to the extent legally permissible, notifies the Disclosing Party promptly upon learning of the possibility of any such requirement and, to the extent legally permissible, has given the Disclosing Party a reasonable opportunity to contest or limit the scope of such required disclosure.

(d) **Return of Confidential Information.** Promptly upon termination of this Agreement, or at any other time upon the request by a party, the other party shall (i) return to the Disclosing Party or, at the Disclosing Party's request, destroy all Confidential Information of such Disclosing Party, whether in paper or electronic form, provided, however that the foregoing shall not apply to Confidential Information that is stored in the Receiving Party's electronic archives, which Confidential Information will be destroyed in the ordinary course of the Receiving Party's business in accordance with its document destruction policies; and (ii) certify to the Disclosing Party in writing that it has complied with the provisions of this Section 4.3.

5. Limited Warranty and Disclaimers.

5.1 **Limited Warranty.** Company warrants to Client that the Services, as and when delivered or rendered hereunder, will substantially conform to the description of services or specifications set forth in the applicable Work Order. Company's sole liability under the foregoing warranty shall be to provide the services described in Section 5.3 hereof.

5.2 DISCLAIMER OF WARRANTIES. THE WARRANTY SET FORTH IN SECTION 5.1 STATES COMPANY'S SOLE AND EXCLUSIVE WARRANTY TO CLIENT CONCERNING THE SERVICES HEREUNDER. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.1, THE SERVICES ARE PROVIDED STRICTLY "AS IS" AND COMPANY MAKES NO ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE SERVICES OR ANY MATTER WHATSOEVER. IN PARTICULAR, ANY AND ALL WARRANTIES OF MERCHANTIBILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT ARE EXPRESSLY EXCLUDED. COMPANY DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS THAT THE SERVICES BEING PROVIDED WILL RESULT IN COST SAVINGS, PROFIT IMPROVEMENT, OR THAT THE SERVICES WILL BE ERROR-FREE. THIS IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY COMPANY.

5.3 **Notice Obligation; Remedy.** Client shall notify Company in writing within thirty (30) days after completion of the Services in question when any of the Services fail to substantially conform to the description of services or specifications set forth in the applicable Work Order. Such notification shall include the detailed information necessary for Company to verify such nonconformity. Upon actual receipt of such notification and verification of the nonconformity, Company shall correct the nonconformity so that the Services shall substantially conform with the agreed description of services or specifications in the applicable Work Order. Client agrees to pay Company for all personnel time and expenses incurred in investigating reported nonconformities when the alleged nonconformities are not discovered. The passage of the thirty (30) day period after completion of the Services in question without the notification described herein shall constitute final acceptance of the Services.

6. Limitation of Liability.

6.1 COMPANY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF, OR CONNECTED WITH THIS AGREEMENT, THE SERVICES OR USE OF THE PRODUCT OF ANY SERVICES FURNISHED HEREUNDER, SHALL IN ALL CASES BE LIMITED SOLELY TO CORRECTION OF NONCONFORMITIES WHICH DO NOT SUBSTANTIALLY CONFORM WITH THE AGREED DESCRIPTION OF SERVICES IN A WORK ORDER, OR SPECIFICATIONS IDENTIFIED IN A WORK ORDER.

6.2 IF FOR ANY REASON COMPANY IS UNABLE OR FAILS TO CORRECT NONCONFORMITIES AS PROVIDED, COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF ANY WORK ORDER FOR SUCH FAILURE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT FOR THAT PORTION OF THE SERVICES WHICH FAIL TO CONFORM. IN NO EVENT SHALL COMPANY BE LIABLE UNDER THIS AGREEMENT OR ANY WORK ORDER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CLIENT TO COMPANY IN THE NINETY DAY (90) PERIOD PRECEDING ANY FAILURE OR BREACH BY COMPANY OR CLAIM BY CLIENT.

6.3 UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CLIENT FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OR CORRUPTION OF DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHEWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM OR DAMAGES ASSERTED BY ANY THIRD PARTY.

6.4 CLIENT ACKNOWLEDGES THAT COMPANY HAS SET ITS FEES, AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATION OF LIABILITY IS INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY SET FORTH IN THIS AGREEMENT.

6.5 THE PROVISIONS OF SECTIONS 5, 6 AND 7 ARE CLIENT'S EXCLUSIVE REMEDIES RELATED TO THE SERVICES, ANY FAILURE BY COMPANY TO CORRECT NONCONFORMITIES IN THE SERVICES, OR FOR BREACH BY COMPANY OF THIS AGREEMENT OR A WORK ORDER AND SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF SUCH REMEDIES.

6.6 Client is responsible for adopting reasonable measures to limit Client's exposure with respect to such potential losses and damages, including (without limitation) examination and confirmation of results of the Services prior to use thereof, provision for identification and correction of errors and omissions, and preparation and storage of backup or duplicate data. Client is also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any Client Information.

7. Indemnity.

7.1 Infringement Claims.

(a) **General.** Subject to Section 6 of this Agreement, the limitations set forth below in this Section 7.1 and the procedures set forth below in Section 7.3, Company and Client (each an "indemnifying party") each agrees to defend the other party (each an "indemnified party") against any action to the extent that such action is based upon a claim that the Confidential Information (other than third party software) provided by the indemnitor, or any part thereof, (i) infringes a copyright perfected under United States statute, or (ii) constitutes an unlawful disclosure, use or misappropriation of another party's trade secret. The indemnitor will bear the expense of such defense and pay any liabilities, costs and expenses, including reasonable attorneys' fees and expenses (collectively "Losses") that are attributable to such claim finally awarded by a court of competent jurisdiction.

(b) **Exclusions.** Neither Company nor Client will be liable to the other for claims of indirect or contributory infringement. The indemnitor will have no liability to the indemnitee hereunder if (i) the claim of infringement is based upon the use of Confidential Information provided by the indemnitor hereunder in connection or in combination with equipment, devices or software not supplied by the indemnitor or used in a manner for which the Confidential Information was not designed, (ii) the indemnitee modifies any Confidential Information provided by the indemnitor hereunder and such infringement would not have occurred but for such modification, or (iii) the claim of infringement arises out of the indemnitor's compliance with specifications or requirements provided by the indemnitee and such infringement would not have occurred but for such compliance.

(c) **Additional Remedy.** If Confidential Information becomes the subject of an infringement claim under this Section 7.1, or in the indemnitor's opinion is likely to become the subject of such a claim, then, in addition to defending the claim and paying any damages and attorneys' fees as required above in this Section 7.1, the indemnitor may, at its option and in its sole discretion, (A) replace or modify the Confidential Information to make it noninfringing or cure any claimed misuse of another's trade secret or (B) procure for the indemnitee the right to continue using the Confidential Information pursuant to this Agreement. Any costs associated with implementing either of the above alternatives will be borne by the indemnitor but will be subject to Section 6 of this

Agreement. If neither alternative is pursued by, or (if pursued) available to, the indemnitor, (x) the indemnitee will return such Confidential Information to the indemnitor and (y) if requested by the indemnitee in good faith, the parties will negotiate, but subject to Section 6 of this Agreement, to reach a written agreement on what, if any, monetary damages (in addition to the indemnitor's obligation to defend the claim and pay any damages and attorneys' fees as required above in this Section 7.1) are reasonably owed by the indemnitor to the indemnitee as a result of the indemnitee no longer having use of such Confidential Information. The payment of any such monetary damages will be the indemnitee's sole and exclusive remedy for the inability of the indemnitor to implement either of the above alternatives.

7.2 **Third Party Indemnification of Company.** Without limiting Company's liability to Client under this Agreement, each of the parties acknowledge that Company would not enter into this Agreement, and by Company entering into and performing its obligations under this Agreement, Company will not assume and should not be exposed to the business and operational risks associated with Client's business, and Client therefore agrees, subject to Section 7.3 below, to indemnify and defend Company and hold Company harmless from any and all third party Losses arising out of the conduct of Client's business, including the use by Client of the Services.

7.3 **Procedures.** The indemnification obligations set forth in this Section 7 will not apply unless the party claiming indemnification: (a) notifies the other promptly in writing of any matters in respect of which the indemnity may apply and of which the notifying party has knowledge, in order to allow the indemnitor the opportunity to investigate and defend the matter; provided, however, that the failure to so notify will only relieve the indemnitor of its obligations under this Section 7 if and to the extent that the indemnitor is prejudiced thereby; and (b) gives the other party full opportunity to control the response thereto and the defense thereof, including any agreement relating to the settlement thereof; provided, however, that the indemnitee will have the right to participate in any legal proceeding to contest and defend a claim for indemnification involving a third party and to be represented by legal counsel of its choosing, all at the indemnitee's cost and expense. However, if the indemnitor fails to promptly assume the defense of the claim, the party entitled to indemnification may assume the defense at the indemnitor's cost and expense. The indemnitor will not be responsible for any settlement or compromise made without its consent, unless the indemnitee has tendered notice and the indemnitor has then refused to assume and defend the claim and it is later determined that the indemnitor was liable to assume and defend the claim. The indemnitee agrees to cooperate in good faith with the indemnitor at the request and expense of the indemnitor.

8. **General Provisions.**

8.1 **Non-Hire Provision.** Each party to this Agreement agrees that it will not hire, employee or contract with, or solicit to hire, employ or contract with, any person who is, or within the immediately preceding one year was, an employee or subcontractor of the other party to this Agreement for any purposes during the term of this Agreement, or for a period of one year after this Agreement terminates.

8.2 **Conflict.** Any purchase order or other document issued by Client is for administrative convenience only. In the event of any conflict between this Agreement and any purchase order, this Agreement shall prevail.

8.3 **Survival.** In the event of any expiration or termination of this Agreement, Sections 2, 3, 4, 5, 6, 7, and 8 of this Agreement shall survive and shall continue to bind the parties.

8.4 **Governing Law.** This Agreement shall be governed in all respects by the laws of the United States of America and the State of South Carolina without regard to conflicts of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

8.5 **Forum.** All disputes arising under this Agreement shall be brought in the state or federal courts located in Columbia, South Carolina, as permitted by law. The state and federal courts located in Columbia, South Carolina shall each have non-exclusive jurisdiction over disputes under this Agreement. Client consents to the personal jurisdiction of the above courts.

8.6 **Injunctive Relief.** It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of the provisions of this Agreement by Client will cause Company irreparable damage for which recovery of money damages would be inadequate, and that Company shall therefore be

entitled to obtain timely injunctive relief to protect Company's rights under this Agreement in addition to any and all remedies available at law.

8.7 **Notices.** All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery or five (5) days after deposit in the mail. Notices shall be sent to the parties at the addresses described on the first page of this Agreement or such other address as either party may designate for itself in writing. All notices to Company must be to its President to be effective.

8.8 **No Agency.** Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

8.9 **Force Majeure.** Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party.

8.10 **Waiver.** The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

8.11 **Severability.** In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

8.12 **Nondisclosure.** Client promises not to disclose the terms and conditions of this Agreement to any third party without the prior written consent of Company.

8.13 **Headings.** The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement.

8.14 **This section intentionally left blank.**

8.15 **Right to Engage in Other Activities.** Client acknowledges and agrees that Company may provide information technology services for third parties at any Company facility that Company may utilize from time to time for performing the Services. Nothing in this Agreement will impair Company' right to acquire, license, market, distribute, develop for itself or others or have others develop for Company similar technology performing the same or similar functions as the technology and Services contemplated by this Agreement.

8.16 **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

8.17 **Entire Agreement.** This Agreement together with any Work Orders attached hereto completely and exclusively states the agreement of the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. This Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of Company and Client by their duly authorized representatives.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

COMPANY:

VC3, Inc.

By: Sandy Reeser

Name: Sandy Reeser

Title: President

Date: 11/29/2016

CLIENT:

City of Mauldin

By: Raymond E Eubanks, III

Name: RAYMOND C. EUBANKS, III

Title: City administrator

Date: 11/29/16

Exhibit A
Hourly Rates

Service Area	Hourly Bill Rate	Description of Service Area
Consulting & Project Management	$ 145.00	Consulting (Design, Architecture, Planning); Technology Assessments; Security Audits. Project Management. CIO Consulting Services including product evaluations and application/infrastructure planning services.
Application Development	$ 140.00	Application Software development, design, testing and code revisions. Systems Programming (System Level Scripting/Automation). All SharePoint services.
Web Design Services	$ 130.00	Web site design and implementation services which are NOT built on a Microsoft SharePoint platform.
Infrastructure Deployment Services	$ 130.00	Installation and Setup of the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Citrix, Network Domains and Desktop Deployments.
Infrastructure Maintenance Services	$ 124.00	Maintenance Services for the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Domains, Microsoft Server and Desktop support.
Travel Time	$ 87.00	Travel time to and from the Customer. This rate includes the mileage expense at the current IRS approved mileage rate.
After Hours Support Services	$ 161.00	All reactive support services provided to Customer outside of the hours of 8am to 5pm Monday through Friday and all services provided on National Holidays
Note: Rates will automatically increase on an annual basis equivalent to the CPI change for All Urban Consumers. Annual rate increases will become effective on the first of the month following the release of data for the prior calendar year.		

VC3 VoiceAdvantage Change Order Request

Project Information:

Customer Name:	City of Mauldin
Project Purpose:	Migrate VoiceAdvantage 1.0 to 2.0
Project Manager:	Dustin Tucker
VA Work Order reference:	11/29/2016

Change Order Review:

Objectives:	*To migrate the city to VC3's new hosted phone system platform*
Additional unit information:	*This change order replaces the current VA 1.0 line items with the exception of the FCC regulated Universal Service Fund (USF) fee.* *The city will retain ownership of the phone hardware.*

Cost Changes:

Description	Additional Units	Unit Price	Monthly Fee	One-Time Fee
VoiceAdvantage User	96	$ 28.25	$ 2,712.00	
Voice Mail Only / Forwarding User	34	$ 5.15	$ 175.10	
Virtual Fax (500 Pages Included)		$ 20.60	$ -	
Hosted Fax Adapter (500 Pages Included)	12	$ 25.75	$ 309.00	
Call Center Agent		$ 10.30	$ -	
Call Recording		$ 5.15	$ -	$ -
Additional Local DID	41	$ 0.52	$ 21.32	
Toll-Free DID		$ 3.09	$ -	
DID Port		$ 175.00	$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
Total			**$ 3,217.42**	**$ -**

Change Order Approval:

Prepared by:	Dustin Tucker	Approved by:	
Date Prepared:	3/3/2020	Date Approved:	

VC3 Signature:

VENDOR ACTIVITY REPORT

Purchase Orders 0 - 2147483647
Check Dates: 07/01/2021 - 06/30/2022
Pay Dates: 07/01/2021 - 06/30/2022

City Of Mauldin
FY 2021-2022
Both Open & Paid Vouchers

Voucher Number	Pay/Check Date	Invoice Number		Invoice Date	PO Number	Check Number	Invoice Amount
005595 VC3, INC							
233378	08/05/2021	63735 JULY VA		07/13/2021		108827	4,143.10
	100-405-000-210	FINANCE TELEPHONE			136.72		
	100-410-000-210	ADMINISTRATIVE TELEPHONE			277.59		
	100-412-000-210	JUDICIAL TELEPHONE			182.30		
	100-421-000-210	POLICE TELEPHONE			1,155.92		
	100-424-000-210	BUSINESS SERV TELEPHONE			319.02		
	100-431-000-210	STREET DEPT TELEPHONE			368.74		
	100-450-000-210	RECREATION TELEPHONE			919.76		
	400-422-000-210	FIRE DEPT TELEPHONE			783.05		
233875	08/26/2021	64665 VA AUGUST		08/07/2021		109053	4,232.85
	100-405-000-210	FINANCE TELEPHONE			139.68		
	100-410-000-210	ADMINISTRATIVE TELEPHONE			283.60		
	100-412-000-210	JUDICIAL TELEPHONE			186.25		
	100-421-000-210	POLICE TELEPHONE			1,180.97		
	100-424-000-210	BUSINESS SERV TELEPHONE			325.93		
	100-431-000-210	STREET DEPT TELEPHONE			376.72		
	100-450-000-210	RECREATION TELEPHONE			939.69		
	400-422-000-210	FIRE DEPT TELEPHONE			800.01		
							8,375.95
					TOTAL VOUCHERS:		8,375.95
					TOTAL OPEN VOUCHERS:		0.00
					TOTAL PAID VOUCHERS:		8,375.95

Primary Address	Primary Contact	Date of Proposal - 8/27/2021	AE - Allen Deal
City of Mauldin	Brandon Madden		
5 E Butler Rd	(864) 289-8890	Contract Term - State Contract	
Mauldin SC 29662-2401	bmadden@mauldincitysc.com		

Site 1

5 E Butler Rd, Building, Other, Floor 1, Mauldin, SC 29662

Contract Comments - N/A

Product	Features/Charges	Qty	MRC	Total MRC	NRC
Internet					
	LOT 1 - Agency, County Towns / Bandwidth 100Mbps + DDoS	1	$450.00	$450.00	$0.00
	Optional Features / LTE Backup 1G	1	$125.00	$125.00	$0.00
Hosted Voice					
	Analog Adapter / IP Fax	4	$19.95	$79.80	$0.00
	Seat Packages / Basic Seat	67	$7.01	$469.67	$0.00
	Handsets / Yealink T46S Gig-E	66	$2.16	$142.56	$0.00
	Handsets / CP960 Optima HD Conference Phone + CPW90 Wireless Mics	1	$18.00	$18.00	$0.00
	Additional Features / Basic Voice Mail	54	$1.05	$56.70	$0.00
	Site Total			$1,341.73	$0.00

Account Charges

Total		**$1,341.73**	**$0.00**

*The pricing above does not include taxes or regulatory fees and surcharges, including facility access charges, network access charges, administration fee, 911 fees, TAP/TAM fees, universal service charges, and federal, state and local taxes. All such taxes, fees and surcharges shall be paid by Customer and will be shown on invoices to Customer. Prices quoted on this Proposal for telecom services are valid for 30 days from printed date. This is not an executable Agreement. The actual Agreement with executed signatures will have an Initial Term of Services commence on the Service Commencement Date described in the Commercial Terms and Conditions.

CITY COUNCIL
AGENDA ITEM SUMMARY

MEETING DATE: September 20, 2021
AGENDA ITEM: 8k

TO: City Council
FROM: City Administrator Brandon Madden
SUBJECT: Carolina Piedmont Railroad (CPDR) Reimbursement Agreement

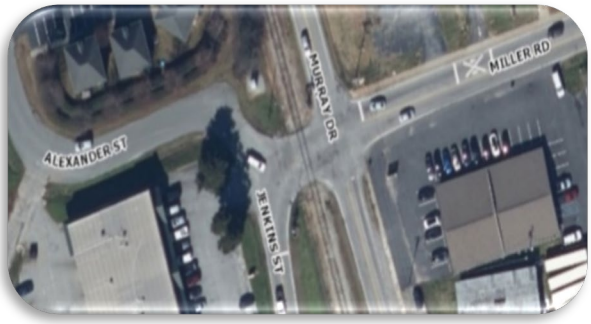
REQUEST

Approval of the Carolina Piedmont Railroad (CPDR) reimbursement agreement for traffic safety improvements at the railroad crossing at the Jenkins St. and Miller Rd. intersection and the future railroad crossing for extending Jenkins St. to Hyde Circle.

HISTORY/BACKGROUND

During its May 17, 2021 meeting, City Council approved a participation agreement with the Greenville Legislative Delegation Transportation Committee (GLDTC) to commence Phase I of the City Center Streetscape Project for the following roadway improvements: Closing the Murray Drive and Miller Road Intersection; Extending Jenkins Street to Hyde Circle; Resurfacing Jenkins Court; and, Constructing a new street off North Main Street.

This project, which is not managed by the GLDTC and is separate from the foregoing participation agreement will require Genesee & Wyoming Inc. via Carolina Piedmont Railroad (CPDR) to close the railroad crossing at the Jenkins Street and Murray Drive intersection and construct a new crossing at Jenkins Street and Murray Road. As illustrated in Figure 1., the closing of the railroad crossing at the Murray Drive and Miller Road intersection will eliminate an unsafe 5-way railroad crossing that only uses a two-way stop for traffic control.



(Figure 1)

As illustrated in Figure 2, a new railroad crossing is required to extend Jenkins Street to Hyde Circle. This will enhance pedestrian and vehicular traffic flow across Murray Drive to residential communities, commercial businesses, and public amenities (e.g., Springfield Park, Cultural Center) along Hyde Circle and Murray Drive.



(Figure 2)

ANALYSIS or STAFF FINDINGS

CPDR has submitted a project cost estimate of $778,000 for this project and a reimbursement agreement with CPDR. The City would be responsible for reimbursing CPDR for the cost of the work associated with the project.

FISCAL IMPACT

The estimated fiscal impact is approximately $778,000. Funding is available in the City Council approved FY2022 budget for this item.

RECOMMENDATION

Staff recommends approval of the Resolution and attendant reimbursement agreement with CPDR for this project.

ATTACHMENTS

Resolution
Reimbursement Agreement
CPDR cost estimate

Engineering Cost Reimbursement Agreement

This Cost Reimbursement Agreement (the "Agreement") dated as of June _____ , 2021 ("Effective Date") is between Carolina Piedmont Railroad (CPDR), a South Carolina Company ("Railroad") with an address of 13901 Sutton Park Drive, Jacksonville, FL. 32224 and the City of Mauldin, a General Law City ("City") with an address of 5 East Butler Road, Mauldin, SC. 29662.

WHEREAS, Railroad and City agree that certain traffic safety improvements are necessary in connection with the development of the City's proposed multi-use residential/commercial/entertainment property project located in the City of Mauldin, Greenville County, South Carolina (the "Improvements"); and

WHEREAS, the parties agree that the estimated total cost of Railroad's engineering review services of the Improvements (the "Services") is estimated to total $--------- ("Estimated Services Cost"); and

WHEREAS, this Agreement provides for City's agreement to reimburse Railroad for the costs that will be incurred by Railroad to complete the Services, subject to the terms and conditions set forth herein.

NOW THEREFORE, in view of the foregoing statements, which form the factual basis of this Agreement and in further view of other good and valuable consideration, the parties agree as follows:

1. SERVICES.

(a) Railroad agrees to perform engineering review of the Improvements, which shall include (the "Services"):

a. Requirements for elimination of an existing at-grade public crossing (Miller Road, DOT# 640365X, MP. 582.95)

b. Requirements for upgrade of Warning Devices at an existing at-grade public crossing (Murray Street, DOT# 640366E, MP. 583.26)

c. Requirements for construction of a new at-grade public crossing (Jenkins Street / Hyde Circle Road, DOT# tbd, MP. 582.86 approx.)

d. Oversight and management will include field survey, Plan Review of proposed Roadway Construction/Removal which could affect any RR right-of-way (Under, In or Over), Preliminary Engineering Package preparation for use in solicitation of RR Vendor proposals to construct new Crossing Surface, install Warning Devices, renew track and right-of-way where crossings have been removed, Pre-Construction and Construction coordination and inspection, to include field and office work and preparation of invoices for the project

(b) City agrees to reimburse Railroad for all costs and expenses (including overhead) incurred by Railroad in connection with Railroad's performance of the Services, in accordance with

Section 3 below. The parties acknowledge and agree that the foregoing reimbursable costs may exceed the Estimated Services Cost.

(c) RAILROAD MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES. IN PARTICULAR THERE SHALL BE EXCLUDED THE IMPLIED WARRANTY OF MERCHANTABILITY AS WELL AS THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

(d) Reserved

2. Term.

The term of this Agreement shall commence on the Effective Date and continue until the Services are complete upon mutual agreement between the parties; however, Railroad's obligation to invoice as set forth in Section 3 and City's obligation to make payment, as set forth in Section 1, shall survive termination of this Agreement.

3. Invoicing for Reimbursement of Expenses.

(a) Either upon completion of the Services or periodically, as determined by Railroad in its sole discretion, Railroad will invoice City for Railroad's costs and expenses (including overhead) incurred by Railroad with respect to the Services and provide City with a written invoice evidencing those costs and such other supporting documentation to substantiate those costs as City may reasonably request. City shall reimburse Railroad and pay all invoices within thirty (30) days after City's receipt of the invoice.

(b) Whenever a payment due under this Agreement is not made when due, such amounts shall bear interest at 6% per annum calculated from the date after the payment to which interest applies was due, until the date said payment is made, or the maximum interest allowed by applicable law.

(c) If City disputes any invoice, then it may withhold payment only on that portion disputed and pay the remainder by the due date. For purposes of this provision, an invoice is "disputed" by City only if City (i) notifies Railroad in writing within thirty (30) days after receipt of the invoice that it is disputed, (ii) specifies in such writing the amount disputed, (iii) pays within the time due any amount not disputed and (iv) provides Railroad any documentation or other relevant information substantiating the amount disputed.

4. Miscellaneous.

(a) This Agreement represents the complete and entire understanding of the parties regarding the Work and supersedes any prior drafts of this Agreement and any oral agreements regarding the Work.

(b) This Agreement has been executed by the authorized officials of the parties and may not be amended unless in writing and signed by the authorized officials of the parties.

(c) This Agreement is the result of the mutual negotiations of the parties and shall not be construed against either of them as the drafter. Any interpretation or enforcement of this Agreement shall be governed by the laws of the State of South Carolina.

(d) This Agreement may not be assigned by either party without the written consent of the other party, which shall not be unreasonably withheld or delayed.

(e) Any waiver of any provision must be in writing and issued by the party granting the waiver. The waiver applies only for the specific facts contained in the waiver and is not construed as a waiver of such facts for the future.

(f) No party shall be liable to the other party for any consequential, indirect, incidental, exemplary, special or punitive damages (including but not limited to, cost of capital, decline in market value, business interruption expenses, attorneys' fees and lost sales) of any kind arising out of this Agreement regardless of whether the party against whom such damages might be otherwise sought knew or reasonably should have known of the possibility of such damages.

(g) This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and counterparts of this Agreement may also be exchanged electronically, and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.

IN WITNESS WHEREOF, the parties have caused duly authorized representatives to execute this Agreement as of the date first written above.

Carolina Piedmont Railroad (CPDR), a division of the South Carolina Central Railroad Company, L.L.C. (SCRF)	City of Mauldin
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Force Account Estimate

OOM

Railroad:	Carolina Peidmont Railroad (CPDR)	**Region:**	Southern
Agency:	City of Mauldin	**State:**	South Carolina
DOT #:	DOT# 640365X, DOT# 640366E, DOT# tbd	**COUNTY:**	Greenville
ROADWAY:	Miller Road, Murray Street, Jenkins Street	**CITY:**	Mauldin
DESCRIPTION:	Project oversight and enginerring review of the closure of Miller Road, DOT# 640365X, MP. 582.95. The installation of the new at grade crossing surface and the installation of new warning devices @ Jenkins Street / Hyde Circle Road, DOT# tbd, MP. 582.86 approx. The installation of new warning devices at Murray Street DOT# 640366E, MP. 583.26		
AGENCY PROJECT NUMBER:		**ESTIMATE SUBJECT TO REVISION AFTER:**	**11/24/21**

PRELIMINARY ENGINEERING:						
Railroad Administration					-	
Railroad Field Services					$	-
Legal Review					$	-
GEC Engineering Services					$	20,200
Subtotal					**$**	**20,200**
CONSTRUCTION & CLOSEOUT:						
Railroad Administration					$	-
Railroad Field Services					$	-
GEC Engineering Services					$	15,403
Subtotal					**$**	**15,403**
FLAGGING SERVICE:				**Rate**		
Railroad Flagmen Services	12	Days		$ 1,200.00	$	14,400
Contracted Flagmen Services	0	Days		$ -	$	-
Subtotal					**$**	**14,400**
UTILITY WORK:						
Power Service					$	10,000
Other					$	-
Subtotal					**$**	**10,000**
CONTRACT WORK (Crossing Signal):						
Design					$	7,000
Material					$	259,000
Labor					$	112,616
Subtotal					**$**	**378,616**
CONTRACT WORK (Crossing Surfacing):						
Design					$	3,000
Material					$	117,000
Labor					$	129,000
Subtotal					**$**	**249,000**
OUTSIDE SERVICES:						
Specialized Equipment Rental					$	-
Asphalt Paving (In Place)					$	-
Disposal of Waste Materials					$	-
Maintenance of Traffic					$	20,000
Subtotal					**$**	**20,000**
SALVAGE:						
Rail	0	NT			$	-
OTM	0	NT			$	-
Subtotal				**Subtract from Total**	**$**	**-**
RAILROAD TRACK: LABOR				**Rate**		
Traffic Control	0	MAN-HRS		$ -	$	-
Remove Existing Crossing	0	MAN-HRS		$ -	$	-
Renew Cross Ties	0	MAN-HRS		$ -	$	-
Renew Rail	0	MAN-HRS		$ -	$	-
Install OTM	0	MAN-HRS		$ -	$	-
Install Field Welds	0	MAN-HRS		$ -	$	-

Install Geo-Textile Fabric		0	MAN-HRS	$ -	$	-
Install Sub-Drains		0	MAN-HRS	$ -	$	-
Install Ballast		0	MAN-HRS	$ -	$	-
Line and Surface		0	MAN-HRS	$ -	$	-
Install Crossing Materials		0	MAN-HRS	$ -	$	-
Install Bituminous Pavement		0	MAN-HRS	$ -	$	-
Subtotal					**$**	**-**
RAILROAD TRACK: Material				**Rate**		
Cross Ties, Main Line		0	EA	$ -	$	-
Cross-tie - Borate		0	EA	$ -	$	-
Crossties, 10' Length		0	EA	$ -	$	-
Tie plates		0	EA	$ -	$	-
Rail, 136RE, New		0	LF	$ -	$	-
Misc. OTM		0	LOT	$ -	$	-
Geo-Textile Fabric		0	RL	$ -	$	-
Sub-Drains		0	LF	$ -	$	-
Ballast - Car load		0	NT	$ -	$	-
Ballast - Trucked in		0	NT	$ -	$	-
Field Welds		0	EA	$ -	$	-
Concrete Full Width		0	TF	$ -	$	-
Concrete/Rubber Xing		0	TF	$ -	$	-
Rubber Crossing, Full Depth		0	TF	$ -	$	-
Timber/Asphalt Crossing		0	TF	$ -	$	-
Bituminous Material		0	NT	$ -	$	-
Sales Tax on Material					$	-
Material Handling	**15.00%**				$	-
Subtotal					**$**	**-**
RAILROAD SIGNAL WORK:						
Material - Field & Consumables					$	-
Construction Labor					$	-
Equipment Expense					$	-
Waste Management					$	-
Contract Engineering					$	-
Freight					$	-
AC Power Service					$	-
Other					$	-
Sales Tax on Material					$	-
Material Handling	**15.00%**				$	-
Subtotal **Subtotal**					**$**	**-**
PROJECT SUBTOTAL:					**$**	**707,619**
Public Project Admin:	**0.00%**				$	-
Contingencies:	**10.00%**				$	70,762
PROJECT TOTAL:		**********			**$**	**778,381**
CURRENT AUTHORIZED BUDGET:		**********			**$**	**-**
TOTAL SUPPLEMENT REQUESTED:		**********			**$**	**778,381**

DIVISION OF COST:

Agency	100.00%	$	778,381
Railroad	0.00%	$	-

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces & Contractors.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for the railroad work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Estimated prepared by: *TJD* **Approved by:** **Public Project Department (PPD)**

DATE: 05/28/21 **REVISED:** 05/28/21 **DATE:** 05/28/21

CITY COUNCIL
AGENDA ITEM SUMMARY

MEETING DATE: September 20, 2021
AGENDA ITEM: 8m

TO: City Council
FROM: City Administrator Brandon Madden
SUBJECT: Resolution – Multi-County Industrial Park

REQUEST

Consideration and action on the approval of a Resolution to add additional properties into the CenterPointe MCIP (Multi-County Industrial Park).

HISTORY/BACKGROUND

Pursuant to discussions with CenterPointe, requests were made to add additional properties into the CenterPointe MCIP, extend the MCIP terms, and extend the MCIP revenue split with the Greenville County School District.

Subsequently, Greenville County and Anderson County both held second reading and public hearings on the ordinances to add additional property in Greenville County to the CenterPointe MCIP earlier this month.

Both Counties will have third and final reading at their September 21 meetings.

ANALYSIS or STAFF FINDINGS

Attached is (i) a Resolution consenting to the addition of this property into the MCIP and authorizing Amendment No. 1 to IGA (Intergovernmental Agreement) with Greenville County as discussed above.

The IGA currently expires on August 25, 2037 and the MCIP currently expires on December 31, 2045.

The current IGA has the following allocation for the School District's share of the MCIP revenues:

1. Years 1-9 – 90% to City and 10% to School District
2. Years 10-15 – 75% to City and 25% to School District
3. Years 16-20 – 50% to City and 50% to School District

The Resolution and amendment would prompt the following:

1. Extend term IGA to 12/31/2050
2. Extend split of School District MCIP revenues 50/50 between City and School District for years 16-24
3. Add additional parcels into the MCIP

FISCAL IMPACT

Via the Amendment School District MCIP revenues will be split 50/50 for 4 additional years.

RECOMMENDATION

Approval of the Resolution.

ATTACHMENTS

Resolution

RESOLUTION NO. _____

A RESOLUTION CONSENTING TO THE PLACEMENT OF CERTAIN PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MAULDIN IN A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK OF GREENVILLE AND ANDERSON COUNTIES AND AUTHORIZING AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND GREENVILLE COUNTY.

WHEREAS, Greenville County, South Carolina (***"Greenville County"***) desires to enlarge the boundaries of a joint county industrial and business park (the ***"Park"***) of Greenville County and Anderson County, South Carolina (***"Anderson County"*** and together with Greenville County, the ***"Counties"***) created pursuant to an Agreement for Development of a Joint County Industrial and Business Park dated as of December 31, 2015, as amended (the ***"Park Agreement"***), delivered pursuant to Section 4-1-170, Code of Laws of South Carolina 1976, as amended (the ***"Code"***), in order to locate certain parcel(s) of real property in Greenville County therein; and

WHEREAS, the parcels described in the attached ***Exhibit A*** (the ***"City Parcels"***) are located within the corporate limits of the City of Mauldin, South Carolina (the ***"City"***) and are the parcels of land that the Counties desire to include within the Park; and

WHEREAS, pursuant to Section 4-1-170(C) of the Code, the City must consent to the inclusion of the City Parcels in the Park prior to such inclusion;

WHEREAS, since the City Parcels designated to be in the Park are within the corporate limits of the City, the City has requested that Greenville County amend the Intergovernmental Agreement (CenterPointe Multi-County Park Project) by and between the City and Greenville County dated August 25, 2017 (the ***"Intergovernmental Agreement"***) and which provided for the distribution of certain Park Revenues (as defined in the Park Agreement) to the City. The Amendment No. 1 to Intergovernmental Agreement (the ***"Amendment"***) between the City and Greenville County is attached hereto as ***Exhibit B***.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mauldin, South Carolina, in meeting duly assembled:

(1) That the inclusion of the City Parcels in the Park is hereby consented to by the City pursuant to all requirements of South Carolina law, including Section 4-1-170(C) of the Code.

(2) That the terms and provisions of the Amendment in such form as presented to this City Council are hereby approved. The Mayor is hereby authorized and directed to execute and deliver the Amendment in such final form as may be approved by the Mayor, with advice of the City's attorney, such execution being conclusive evidence of such approval; and the City Clerk is hereby authorized and directed to attest the same, and thereupon to cause the Amendment to be delivered to Greenville County.

(3) This Resolution shall become effective immediately. All orders, resolutions and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

Done in meeting duly assembled this 20th day of September, 2021.

CITY OF MAULDIN, SOUTH CAROLINA

_____
Mayor

Attest:

_____
City Clerk

AMENDMENT NO. 1

TO

INTERGOVERNMENTAL AGREEMENT
(CenterPointe Multi-County Park Project)

between

CITY OF MAULDIN, SOUTH CAROLINA,

and

GREENVILLE COUNTY, SOUTH CAROLINA

Dated as of _____ __, 2021

AMENDMENT NO. 1 TO INTERGOVERNMENTAL AGREEMENT
(CenterPointe Multi-County Park Project)

THIS AMENDMENT NO. 1 TO INTERGOVERNMENTAL AGREEMENT is entered into on _____ __, 2021 (the ***"Amendment"***) between the **CITY OF MAULDIN, SOUTH CAROLINA**, a body politic and corporate and a municipal corporation of the State of South Carolina (the ***"City"***) and **GREENVILLE COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the ***"County"***). Capitalized words used herein but undefined shall have the meanings ascribed to such words in the below-defined Agreement.

WHEREAS, the City and the County enter into that certain Intergovernmental Agreement dated as of August 25, 2017 (the ***"Agreement"***), in order to provide for the distribution of Park Fees by the County; and

WHEREAS, the City has requested that (i) the Term of the Agreement be extended to match the current termination of the Agreement for Development of A Joint County Industrial and Business Park dated as of December 31, 2015 (the ***"Park Agreement"***) between Greenville County, South Carolina (the ***"County"***) and Anderson County, South Carolina, which termination date is December 31, 2045; (ii) the allocation of the School District portion of Park Fees provided for in the Agreement be extended for an additional four years based on the percentages provided herein; and (iii) additional property be added to the Park Agreement and become subject to the Agreement; and

NOW THEREFORE, IN CONSIDERATION of the mutual covenants hereinafter set forth, the receipt and sufficient of which is hereby acknowledged, the parities hereto agree as follows:

Section 1. The definition of "Term" in Article I is hereby restated and amended as follows:

> ***"Term"*** shall mean the term of this Agreement, commencing on the Effective Date and expiring on the expiration date of the Park Agreement, which is currently December 31, 2045, and can be extended by the agreement of the City and County but no later than that the then current expiration date of the Park Agreement.

Section 2. Section 2.2(a)(iii)(3) of the Agreement is hereby amended and restated as follows:

(3) in years sixteen through twenty-four, 50% of the New Investment Fees attributable to School District millage will be distributed to the City and 50% of New Investment Fees attributable to School District millage will be distributed to the School District;

Section 3. Exhibit A to the Agreement is hereby amended by adding the following parcels of property:

Tax map number 0542 01010 2009
Tax map number 0542 01010 2011
Tax map number 0542 01010 2006
Tax map number 0542 01010 2007
Tax map number 0542 01010 2008
Tax map number 0542 01010 2010

Section 4. All other provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed on the date first above written.

CITY OF MAULDIN, SOUTH CAROLINA

_____
Mayor

ATTEST:

_____
City Clerk

GREENVILLE COUNTY, SOUTH CAROLINA

_____
Chairman, Greenville County Council

_____
County Administrator

ATTEST:

_____
Clerk to County Council

CITY COUNCIL
AGENDA ITEM SUMMARY

MEETING DATE: September 20, 2021
AGENDA ITEM: 8n

TO: City Council
FROM: City Administrator Brandon Madden
SUBJECT: Amendment to Lease Agreement

REQUEST

To consider amending a lease agreement for the Gosnell Cabin.

HISTORY/BACKGROUND

In December 2020, the City entered into a 3-year lease with Pops Creamery for the Gosnell Cabin. The term of the lease commenced on March 1, 2021 and will expire at Midnight on February 28, 2024.

There was a provision in the lease that allowed for Pops Creamery to forgo any lease payments for the first 6 months due to the elevated cost of upfitting the Cabin. However, Pops Creamery has requested that the first lease payment occur in December, 2021.

Pops Creamery was of the understanding that the 6-month grace period for lease payments would commence when the business opened, which was slated to occur in March, 2021, but was delayed due to COVID-19 related issues. The Creamery did not open until June, 2021.

ANALYSIS or STAFF FINDINGS

The first lease payment was due in September, 2021. Pursuant to staff's review of this matter, it is likely that COVID related issues impacted the ability of the Creamery to open in March 2021.

FISCAL IMPACT

If Council amends the lease agreement to begin accepting lease payments in December 1, 2021, the fiscal impact is $1,500.

RECOMMENDATION

Approval of amending the lease to allow for lease payments to commence in December 1, 2021. If approved, a Resolution regarding the amendment will be presented to City Council for its consideration.

ATTACHMENTS

Lease agreement

COMMERCIAL LEASE AGREEMENT

THE PARTIES. This Lease Agreement agreed on October 22, 2020 is between:

The **Lessor** is a business entity known as City of Mauldin with a mailing address of 5 E. Butler Rd., Mauldin , South Carolina, 29662, hereinafter referred to as the "Lessor."

AND

The **Lessee** is a business entity known as Pop's Cabin Creamery, LLC with a mailing address of the Property's Address, hereinafter referred to as the "Lessee."

The Lessor and Lessee hereby agree as follows:

DESCRIPTION OF LEASED PREMISES. The Lessor agrees to lease to the Lessee the following described property; the 500 square feet (SF) cabin located at 1 City Circle, at Mauldin Cultural Arts Property, Mauldin, South Carolina, 29662.

Tax Map #: M003010101000

Hereinafter referred to as the "Premises".

USE OF LEASED PREMISES. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for an Ice Cream Shop.

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor, only; otherwise the Lessee will be considered in default of this Lease Agreement.

EXCLUSIVE USE. The Lessee shall not hold exclusive rights on the Premises. The Lessor shall hold the rights to lease other areas of the Property to any same or like use as the Lessee.

TERM OF LEASE. This Lease shall be a 3 year lease to commence on March 1, 2021 and expire at Midnight on February 28, 2024 ("Initial Term").

RENT AMOUNT. Payment shall be made by the Lessee to the Lessor in the amount of $500.00 per month for the Initial Term of this Lease Agreement hereinafter referred to as the "Rent."

RENT PAYMENT. The Rent shall be paid under the following instructions:

Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later than the 1st of every month.

Rent shall be paid by the Lessee to the Lessor's aforementioned mailing address.

RETURNED CHECKS (NSF). If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Lessee will be subject to a fee of $35 in addition to any late fee.

LATE FEE. The Lessor shall charge a late payment fee if rent is not paid on time in the following amount:

The Lessee shall be charged a late fee in the amount of 5% of the monthly rent amount per occurrence if payment is not made after the 10th day after it is due.

OPTION TO RENEW. The Lessee shall have the right to renew this Agreement under the following conditions:

Lessee shall have the right to renew this Lease Agreement, along with any renewal period, and be required to exercise such renewal period(s) by giving written notice via certified mail to the Lessor no less than 60 days prior to the expiration of the Initial Term or any subsequent renewal period. The Lessee shall have a total of 1 renewal periods which will continue to abide by the same covenants, conditions and provisions as provided in this Lease Agreement as described:

RENEWAL PERIODS

The first (1st) renewal period shall begin on March 1, 2024 and end on February 28, 2025 with the Rent to be paid per month with the Rent for the renewal period to be negotiated in good faith upon the Lessee providing notice of their intention to renew.

EXPENSES. In accordance with a Modified Gross Lease the responsibility of the expenses shall be attributed to the following:

It is the intention of the Parties, and they hereby agree, that in addition to the Rent, the Lessee shall be obligated to pay the following expenses to the Lessor on a per month basis:

COMMON AREA MAINTENANCE (CAM's) - The Lessee shall be responsible for its pro rata share of all costs related to the parking area maintenance, snow removal, landscaping, trash removal, janitorial services, and security systems on the Premises.

REAL ESTATE TAXES - Lessor shall pay, during the term of this Lease, the real estate taxes and special taxes and assessments (collectively, the "taxes") attributable to the premises and accruing during such term.

INSURANCE - The Lessee shall provide and maintain personal liability and property damage insurance. The Lessee and will designate the Lessor as an "also named insured". The Lessee shall provide the Lessor with a copy of such insurance certification or policy prior to the effective date of this Lease Agreement. The insurance shall protect and indemnify the Lessor of any injury, death, or property damage to occur on the property to the limits of $2,000,000.00.

UTILITIES. The Lessee shall be responsible for its pro rata share of any and all utilities to the Premises in relation to the total property area.

SECURITY DEPOSIT. A security deposit shall not be required in advance upon the signing of this Lease.

FURNISHINGS. The Lessor will not provide any furnishings to the Lessee under this Lease.

PARKING. There shall not be any parking provided to the Lessee.

LEASEHOLD IMPROVEMENTS. The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment, except the following:The City of Mauldin will pay for all cost associated with the repairing of the roof on the Cabin..

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

MAINTENANCE. The Lessee shall be responsible for all repairs and maintenance on the Premises due to normal wear and tear on the Premises, including, but not limited to items which need immediate attention, the replacement of light bulbs, normal repair and cleaning of windows, cleaning of bathrooms, clearing of toilets, etc. The Lessee shall properly maintain the premises in a good, safe and clean condition and shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the Premises is damaged as a result of any neglect or negligence of Lessee, his employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the

damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage.

SALE OF PROPERTY. Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

INSURANCE. In the event Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

SUBLET/ASSIGNMENT. The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased premises or any part thereof.

DAMAGE TO LEASED PREMISES. In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the leased premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

HAZARDOUS MATERIALS LAWS. Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials

Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

LESSEE'S DEFAULT AND POSSESSION. In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 30 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

LESSOR'S DEFAULT. The Lessee may send written notice to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within 10 days from receiving such notice, unless the Lessor needs to more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this Lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

DISPUTES. If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith." Afterwards, if the dispute is not resolved then the Lessor and Lessee shall seek mediation in accordance with the laws in the State of South Carolina. If the Lessor and Lessee fail to resolve the dispute through, and litigation is filed, the prevailing party is entitled to collect it's attorney fees and cost from non-prevailing party.

INDEMNIFICATION. The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

BANKRUPTCY - INSOLVENCY. The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be

adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

USAGE BY LESSEE. Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured, nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Lessees of the building.

SIGNAGE. Lessee shall not place on any exterior door, wall or window of the premises any sign or advertising matter without Lessor's prior written consent and the approval of the lessor. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

PETS. Pets shall be allowed on the Premises without any restriction or conflict by the Lessor with the Lessee being fully responsible for damage caused by any such Pet on the Premises.

CONDITION OF PREMISES/INSPECTION BY LESSEE. The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.

AMERICANS WITH DISABILITY ACT. Per 42 U.S. Code § 12183 if the Lessee is using the Premises as a public accommodation (e.g. restaurants, shopping centers, office buildings) or there are more than 15 employees the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, lessors, and lessees of commercial properties are all responsible for ADA compliance. If the Premises is not in compliance with the Americans with Disability Act any modifications or construction will be the responsibility of the Lessee.

RIGHT OF ENTRY. It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

ESTOPPEL CERTIFICATE. Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

HOLDOVER PERIOD. Should the Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed to have created and be construed to be a tenancy from month to month with the Rent to be due and payable in the same amount as the previous month, terminable upon 30 days' notice by either party.

WAIVER. Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

GOVERNING LAW. This Lease shall be governed by the laws of the State of South Carolina.

NOTICES. Notices shall be addressed to the following:

Lessee: Pop's Cabin Creamery LLC
1 City Circle , Cabin on Mauldin Cultural Art Property, Mauldin , South Carolina, 29662

ADDITIONAL TERMS AND CONDITIONS. Do to the elevated cost of upfitting this property to the City of Mauldin, DHEC and OSHA standards, Lessee is asking for 6 months free rent. If the City of Mauldin agrees to these terms, the first month's rent will be due **December 1, 2021.** The signing of this lease will signify that both parties agrees to all terms.

AMENDMENT(S). No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

SEVERABILITY. If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable,

and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, asigns, executors and administrators.

LESSOR SIGNATURE

Signature

Mauldin Mayor Date December 22, 2020

LESSEE SIGNATURE

Signature

Don Deas, Owner Date 12/22/2020