



CITY COUNCIL MEETING

MONDAY, APRIL 18, 2022 | 7:00 PM

**GCRA Public Hearing at 7:00 p.m. with City Council
immediately following 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.

**GCRA Public Hearing at 7:00 p.m. with City
Council Meeting immediately following**

**CITY OF MAULDIN
CITY COUNCIL MEETING
AGENDA APRIL 18, 2022
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. MHS Boys Varsity Basketball
 - b. MHS Girls Varsity Basketball
 - c. Mauldin Cadet Team
 - d. National Day of Prayer Proclamation [Page
- 3. Reading and Approval of Minutes** Mayor Merritt
 - a. City Council Meeting –March 21, 2022
 - b. Special Called Meeting-April 4, 2022
 - c. Special Called Meeting- April 11, 2022 [Pages
- 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 Allgood)
- 7. Unfinished Business** Mayor Merritt

Ordinances – 2nd Reading Councilor Kuzniar

 - a. An ordinance to amend Section 6:4, Signs, of the Mauldin Zoning Ordinance to provide standards for the installation of banners on light poles and similar poles

8. New Business

Ordinances – 1st Reading

Standing Committee Items

- | | |
|-----------------------------------------------|--------------------|
| a. Amendment to Cabin Lease Agreement | Councilor Reynolds |
| b. Selection of Auditing Firm for FY 22 Audit | Councilor Reynolds |
| c. Appointments to the Planning Commission | Councilor Kuzniar |

Committee of the Whole

- d. GCRA Resolution
- e. Motion for Executive Session to consider an Economic Development Matter regarding Project Kick as allowed by State Statute Section 30-4-70 (a)(2) and

Motion for Executive Session to consider a Personnel Matter as allowed by State Statute Section 30-4-70 (a)(1)
- f. Possible action on items discussed in executive session

9. Public Comment

Mayor Merritt

10. Council Concerns

Mayor Merritt

11. Adjournment

Mayor Merritt



PROCLAMATION

WHEREAS, the 2022 Mauldin High School (MHS) Boys Basketball Team, led by Head Coach – Adam McClain and Assistant Coaches Armond Flood and Saylor Fox finished the 2021-2022 regular season with a Record of 18-8 and 7-1 Region; and

WHEREAS, the team had 2020-2021 and 2021-2022 back-to-back region championships; and

WHEREAS, the MHS Boys Basketball Team consisting of Drake Downs – senior, Jordan Sullivan - sophomore, Fred Pearson – junior, Rettek Owens – senior, Chris Moore – sophomore, James Kirksey – junior, Carter Taylor – senior, Nathan Durkin – junior, Jhayden Smith – freshman, Parker Wingate – senior, Eliziah Ballenger – senior, Braden Hershberger – sophomore, Caleb Byrd – senior, and David Sherer- senior, through hard work and dedication, persevered through multiple challenges throughout the season to also win the Upper State Championship; and

WHEREAS, the Boys Team had two All-State players – Caleb Byrd and Drake Downs, three All Region players – David Sherer, Drake Downs, Caleb Byrd, Region player of the year – Caleb Byrd, and two All County players- Caleb Byrd and Drake Downs;

NOW, THEREFORE, BE IT RESOLVED, that I, Terry Merritt, Mayor of the City of Mauldin, along with my fellow Councilmembers, do hereby proclaim April 20, 2022 as Mauldin High School Mens Basketball Team Day and recognize them for winning the Region AAAAA Championship.

Terry Merritt, Mayor



PROCLAMATION

WHEREAS, the 2022 Mauldin High School (MHS) Women's Basketball Team, led by Coaches Angel McGowan and Ronnie Jones, had a great season, winning the Region AAAAA Championship for the first time since 2004; and,

WHEREAS, the MHS Girls Basketball Team finished the 2021-2022 regular season with an overall record of 19-8; and,

WHEREAS, the MHS Girls Basketball Team consisting of Trinity Jones, Zara Leamon, Lauren Wearbon, Regan Bolden, Delilah Soltys, Sharia Stroud, Imani Mciver, Destiny Mattison, Chloe Briggs, Timya Grice, Anaya Sligh, Ja'Niya Norfus, Kiera Aquil, and Ella Davenport, through hard work and dedication, persevered through multiple challenges throughout the season to win the Region AAAAA Championship; and,

WHEREAS, Coach Angel McGowan was named Region Coach of the Year, along with All-State player Trinity Jones and All-Region players Trinity Jones, Lauren Wearbon, Regan Bolden, and Delilah Soltys;

NOW, THEREFORE, BE IT RESOLVED, that I, Terry Merritt, Mayor of the City of Mauldin, along with my fellow Councilmembers, do hereby proclaim April 19, 2022 as Mauldin High School Girls Basketball Team Day and recognize them for winning the Region AAAAA Championship.

Terry Merritt, Mayor



PROCLAMATION

WHEREAS, the 2022 Mauldin High School Cadet Guard, led by Director Adam Scheuch finished first in the CEWA Championships.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Terry Merritt, Mayor of the City of Mauldin, along with my fellow Councilmembers, do hereby proclaim that we are proud of their accomplishments and recognize them for winning the CEWA Championships.

Terry Merritt, Mayor



PROCLAMATION

NATIONAL DAY OF PRAYER

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

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

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

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

NOW THEREFORE, I, Terry Merritt, Mayor of the City of Mauldin, do hereby proclaim Thursday, May 5, 2022 as

National Day of Prayer

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

Terry Merritt, Mayor

ATTEST:

Cindy Miller, Municipal Clerk

MINUTES
CITY OF MAULDIN
CITY COUNCIL MEETING MARCH 21, 2022 7:00 P.M.
CITY HALL COUNCIL CHAMBERS, 5 E. BUTLER ROAD

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

Others present: Daniel Hughes, City Attorney and Brandon Madden, City Administrator

1. Call to Order- Mayor Merritt
 - a. Welcome- Mayor Merritt
 - b. Invocation- Councilman Kraeling
 - c. Pledge of Allegiance- Councilman Kraeling
2. Proclamations and Presentations
 - a. Donate Life Proclamation- Mayor Merritt read the proclamation.
 - b. Child Abuse Prevention Month Proclamation- Mayor Merritt read the proclamation.
 - c. GCRA Presentation- This presentation will be held at a public hearing prior to the Council meeting next month.
3. Reading and Approval of Minutes
 - a. City Council Meeting –February 21, 2022

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

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

- b. Special Called Council Meeting – March 7, 2022
 - c. Special Called Council Meeting – March 10, 2022

The Special Called Council minutes for March 7th and March 10th were approved by acclimation.

- d. Special Called Council Meeting – March 15, 2022

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

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

4. Public Comment- None

5. Report from City Administrator- City Administrator Brandon Madden

Mr. Madden reported the paving at Springfield Park is almost complete and the games will resume this weekend.

6. Report from Standing Committees

- a. Finance and Policy (Chairperson Reynolds)- None
- b. Public Safety (Chairperson King)- Chairwoman King reported the new fire truck will be coming in soon.
- c. Public Works (Chairperson Kraeling)- Chairman Kraeling reported the street sweeper is operational.
- d. Economic Planning & Development (Chairperson Matney)- None
- e. Building Codes (Chairperson Kuzniar)- Chairwoman Kuzniar reported 10 new businesses opened in February and the number of permits and licenses have increased over last year.
- f. Recreation (Chairperson Allgood)- None

7. Unfinished Business

Ordinances – 2nd Reading

- a. An ordinance to provide for the annexation of property owned by Zenith Holdings, LLC, and located at 220 Fowler Circle (Tax Map Parcel: M007.03-01-010.01) by one hundred percent petition method; and to establish a zoning classification of R15, residential for said property

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

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

- b. An Ordinance to provide for the annexation of property owned by David M. Cumbia and Karen G. Cumbia, and located at 110 Rose Circle (Tax Map Parcel: M013.02-01-014.00 and M013.02-01-014.01) by one hundred percent petition method; and to establish a zoning classification of R12, residential, for said property

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

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

- c. An Ordinance approving an Intergovernmental Agreement with the Metropolitan Sewer Subdistrict and Authorizing the Mayor to execute the Agreement

Councilman Matney has a recusal letter on file and stepped out of Council Chambers during discussion and vote on this item.

Motion: Chairman Kraeling made a motion to approve this ordinance on final reading with Councilwoman King seconding.

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

8. New Business

Ordinances – 1st Reading

- a. An ordinance to amend Section 6:4, Signs, of the Mauldin Zoning Ordinance to provide standards for the installation of banners on light poles and similar poles

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

Councilman Matney said he will wholly support this item, but reiterated this is a solution in search of a problem. The City already utilizes light pole banners. He does not understand why we need to add something into our sign ordinance to allow another governmental entity to do something we already allow ourselves to do. They are not prohibited in our ordinance now, nor are they specifically allowed.

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

Standing Committee Items

- b. Therapy Dog

Motion: Chairwoman King made a motion to approve a therapy dog with Councilman Kraeling seconding.

Cpl. Sefcik introduced Deputy Dally, K9 Joy, and K9 Hope. Hope is the sister to the dog the police department would get if this were approved. Chairwoman King stated there will be no cost to the City for the therapy dog. The dog food was the only cost we would incur, but that is also now being donated. Cpl. Sefcik also said she has been in contact with other businesses that will likely donate \$5,000 to \$10,000 each.

Mayor Merritt commented that Cpl. Sefcik has done a great job in getting donations, and made a fantastic presentation to committee, but Mauldin is growing, and this requires additional patrol officers. Having a new K9 that will need a handler will take an officer off the streets. The budget this year is already tight. Mayor Merritt said he loves dogs and supports the police department's K9 program, but cannot support this item tonight. Officer Hobart said he is a K9 patrol officer in North Charleston and his K9 is on the street and is deployed when needed.

Chairwoman King said therapy dogs are used in certain special situations to calm people down. This is another tool to reach our residents. She understands the concerns, but thinks the good would outweigh any negatives. Councilwoman Kuzniar asked if we would have to buy a new K9 vehicle. Cpl. Sefcik answered there are two K9 vehicles in the lower parking lot now that could be used for a while, but one of the patrol vehicles the City just bought could be used, since the dog will be out on patrol. The vehicle accessories for the dog will be donated from the 911 foundation.

Councilman Kraeling said he always thought the K9 would be with a patrol officer who would continue to be out on the streets. He has dealt with PTSD issues and says a dog will make a world of difference in those type of situations.

Officer Hobart said he used Hope in a domestic violence situation to calm a victim down. She was also used with a minor that had some mental health issues.

Vote: The vote was 5-1 with Mayor Merritt dissenting.

- c. Contract Amendment- This item is a resolution for the new fire headquarters and police sub-station contract and it will authorize the Mayor to execute the contract.

Motion: Chairwoman King made a motion to approve this item with Councilman Kraeling seconding.

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

- d. Enterprise Asset Management Software Purchase Agreement

Motion: Chairman Kraeling made a motion to approve a purchase agreement with Cartegraph for the implementation of its Enterprise Asset Management software with Councilwoman King seconding.

Mayor Merritt said the City doesn't have a great record with purchasing software. He also noted that this will be purchased with ARPA funds, which was a one-time payment. Any ongoing payments must be budgeted.

Councilwoman Kuzniar asked if the contract would automatically renew. Mr. Madden answered there is a provision for termination in the contract.

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

- e. On-Call Stormwater Engineering Services

Motion: Chairman Kraeling made a motion to approve an On-Call Engineering contract via a resolution with KCI to provide stormwater project design services. Councilman Allgood seconded the motion.

Chairman Kraeling said this is the right thing to do and puts the City on the right track.

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

f. City HVAC Replacement Contract

Motion: Chairman Kraeling made a motion to approve a contract with Waldrop Mechanical Services for the replacement of HVAC units contained within City-owned facilities with Councilwoman King seconding.

Mayor Merritt said this will allow us to accelerate replacement of our HVAC units. This will also be paid for with ARPA funds.

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

g. Palmetto Pride Grant Acceptance

Motion: Chairman Kraeling made a motion to accept the \$25,000 grant for litter pickup with Councilman Matney seconding.

Councilman Matney said he thinks about this issue a lot. There are people who cut-through Mauldin and throw trash out of their car window and do other littering. It is disheartening that some people will put a blight on the City. He is appreciative of Palmetto Pride for this grant.

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

Committee of the Whole

h. CDGB Resolution- Held until next month.

9. Public Comment- None

10. Council Concerns- Councilman Kraeling said he is happy about the therapy dog program and thanked the officers for their attendance.

11. Adjournment- Mayor Merritt adjourned the meeting at 7:38 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

MINUTES
SPECIAL CALLED CITY COUNCIL MEETING
APRIL 4, 2022, 7:00 PM, FOLLOWING COMMITTEE MEETINGS
CITY HALL - COUNCIL CHAMBERS 5 E. BUTLER ROAD

Members present: Mayor Terry Merritt, Council members Carol King, Taft Matney, Jason Kraeling, Michael Reynolds and Frank Allgood. Councilwoman Kuzniar was not present at the call to order, but did join the meeting during executive session.

Others present: City Attorney John Duggan, City Administrator Brandon Madden and HR Director Mark Putnam

1. Call to Order- Mayor Terry Merritt
 - a. Invocation- Councilman Reynolds
 - b. Pledge of Allegiance- Councilman Reynolds
 - c. Welcome- Mayor Merritt
2. New Business
 - a. Executive Session to consider an Economic Development Matter regarding City Center as allowed by State Statute Section 30-4-70 (a)(2)
 - b. Executive Session to consider an Economic Development Matter regarding Project Kick as allowed by State Statute Section 30-4-70 (a)(2)
 - c. 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 adjourn into executive session with Councilman Reynolds seconding.

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

Mayor Merritt reconvened the meeting at 9:43 p.m. Councilman Matney reported no decisions were made and no action taken in executive session.

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

3. Council Requests-None

4. Adjournment- Mayor Merritt adjourned the meeting at 9:44 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

MINUTES
CITY OF MAULDIN
SPECIAL CALLED CITY COUNCIL APRIL 11, 2022, 6:00 PM
CITY HALL - COUNCIL CHAMBERS 5 E. BUTLER ROAD

Members present: Mayor Terry Merritt, Council members Taft Matney, Carol King, and Frank Allgood. Council members Diane Kuzniar, Jason Kraeling and Michael Reynolds were not present. Councilman Kraeling and Councilwoman Kuzniar joined during executive session via Zoom.

Others present: Brandon Madden, City Administrator

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

2. New Business

- a. Executive Session to consider an Economic Development Matter regarding City Center as allowed by State Statute Section 30-4-70 (a)(2)

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

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

Councilman Matney and Councilwoman Kuzniar left the meeting before Council reconvened at 6:45 p.m.

Mayor Merritt reconvened the meeting at 6:45 p.m. Councilwoman King reported no decisions were made and no action taken in executive session.

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

3. Council Requests- None

4. Adjournment- Mayor Merritt adjourned the meeting at 6:45 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

CITY COUNCIL AGENDA ITEM

MEETING DATE: April 18, 2022

AGENDA ITEM: 7a

TO: City Council

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

SUBJECT: Light Pole Banners

BACKGROUND

Banners attached to light poles are known by several names including: light pole banners, street pole banners, pole banners, avenue banners, etc. These banners are sometimes used in other communities to promote cultural and civic events while also producing a festive appearance along streets.



Recently the City has been approached by a public agency wishing to erect banners on the light poles in front of their facility similar to what you might see in downtown Greenville or at some high schools like J.L. Mann High School. Some of the City Officials have expressed interest in amending the City ordinances to allow for this type of display.

CURRENT REGULATION

Currently, banners attached to light poles are not identified as an allowed form of signage in the Mauldin zoning ordinance.

DRAFT ORDINANCE

The attached ordinance would amend the Mauldin zoning ordinance to allow banners attached to light poles. Below are some of the highlights of the proposed ordinance.

1. The City of Mauldin and civic institutions, including local public agencies and local non-profit and charitable groups, are eligible to display banners on light poles.
2. Banners must promote an activity, event, or program located within the City limits of Mauldin.
3. Maximum banner width is 30 inches.
4. Maximum banner length is 72 inches.
5. Sponsorship and corporate name and logo recognition(s) cannot occupy more than 20 percent of the banner. (The name and logo of local public agencies and local non-profit groups are not subject to this standard).
6. Only one banner can be displayed on a light pole at a time. Notwithstanding, two banners may be displayed on the same light pole if the banners are identical in size and dimensions and placed at the same height on the pole on exact opposite sides of the pole.
7. Banners must be displayed vertically.
8. There must be a minimum clearance of 8 feet between the bottom of the banner and the ground underneath (unless the banner is closer than 18 inches to the curb, then a minimum clearance of 16 feet is required).
9. Banners in the same vicinity shall maintain similar heights and orientation.
10. Banners must be secure at both the top and the bottom of the banner.
11. Banners advertising events can be displayed for up to 30 days.
12. Banners advertising community information, public facilities, or civic pride can be permitted for a year at a time.
13. Banners must be located on the property of the event or facility or in the right-of-way directly in front of the event or facility (except for banners displayed by the City of Mauldin).
14. Banners must be maintained in good condition and removed when torn, frayed, faded, damaged, etc.

This draft ordinance has been reviewed by the City Attorney, Daniel Hughes. The attached ordinance has incorporated his comments.

TIMELINE

On February 22, 2022, the Planning Commission conducted a public hearing. No public comments were offered. After the public hearing concluded, the Planning Commission voted 4-0 to recommend approval of this text amendment.

On March 7, 2022, the Building Codes Committee voted 3-0 to forward this text amendment to City Council with a recommendation of approval.

On March 21, 2022, the City Council approved this text amendment to the zoning ordinance on first reading.

ATTACHMENTS

Proposed Ordinance

ORDINANCE # _____

AN ORDINANCE TO AMEND SECTION 6:4, SIGNS, OF THE
MAULDIN ZONING ORDINANCE TO PROVIDE STANDARDS
FOR THE INSTALLATION OF BANNERS ON LIGHT POLES
AND SIMILAR POLES

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

WHEREAS, the City of Mauldin recognizes the need to regulate signs to maintain aesthetic standards, and promote public safety; and

WHEREAS, the City of Mauldin desires to amend its zoning ordinance to allow for light pole banners which promote cultural and civic events while preserving and improving the aesthetics of city streets and rights-of-way; and,

WHEREAS, the City of Mauldin desires to promote and improve aesthetic standards by allowing for colorful and appealing graphic art impressions to be attached to light poles; and

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

WHEREAS, pursuant to properly published public notice, the Mauldin Planning Commission considered this matter at a public hearing on February 22, 2022.

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 6:4.1.13, Special Provisions for Non-Residential Signs, as follows (*language that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language is not ~~struck through~~ or underlined is not to be changed, and *** represents sections of the Zoning Ordinance that have been skipped and remain unchanged*):

Sec. 6:4.1.13. Special Provisions for Non-Residential Signs.

The following signs shall be permitted in accordance with the following standards but require the issuance of a sign permit prior to display of such sign(s):

E. Light Pole Banners. Banners may be installed on light poles or similar poles only in accordance with the following standards.

- 1) Intent. The purpose of allowing banners to be installed on light poles or similar poles is to describe and notify citizens of local community services; announce cultural, education, major sporting and civic events, including City-sponsored

and co-sponsored events; and provide information concerning available services or programs sponsored by the City and local non-profit groups. It is also the intent of these provisions to produce a festive appearance along streets in the promotion of cultural and civic events and community pride. This is generally accomplished through the display of multiple banners along the street in a coordinated and consistent manner.

2) Eligibility.

- a. The City of Mauldin and civic institutions are eligible to display banners on light poles or similar poles in accordance with the standards herein. Civic institutions include local public agencies and local non-profit and charitable groups.
- b. Banners must promote a public activity, event, or program located within the city limits of Mauldin that promotes the corporate interests and welfare of the City.

3) Permissions.

- a. Banners shall only be placed with the permission of the entity, company, or agency that owns the pole where the banner will be placed.
- b. Banners shall only be placed on private property with the permission of the owner of that property.

4) Prohibitions.

- a. Banners shall not be placed or displayed in a manner that interferes with the visibility of traffic signals or signs.
- b. Banners shall not attempt to direct or influence street traffic in any way.
- c. Banners shall not be installed on poles that support traffic control signals or pedestrian-crossing signals.
- d. Banners shall not be reflective or emit light.

5) Size, design, and material.

- a. Banners shall not exceed a width of more than 30 inches.
- b. Banners shall not exceed a length of more than 72 inches.
- c. Sponsorship and corporate name and logo recognition(s) shall not exceed more than 20 percent of the banner size. The name and logo of local public agencies and local non-profit groups are not subject to this standard.
- d. Banner material shall be at least two-ply 12-ounce vinyl banner sheeting sewn together with a minimum 1-1/2 inch border hem, or a commercial heat sealed hem. Comparable or better material which is durable, fade- and weather-resistant, and will not stretch or distort out of shape, may be considered.

6) Placement and installation.

- a. Only one banner shall be displayed on any light pole at a time. Notwithstanding, two banners may be displayed on the same light pole provided that the banners are identical in size and dimensions and placed at the same height on the pole on exact opposite sides of the pole. See illustration below.



- b. Banners shall be displayed vertically, meaning that the longest edge of the banner shall be parallel to the pole and perpendicular to the ground.
- c. Banners shall maintain a minimum clearance of at least 8 feet between the bottom of the banner and the grade of the land immediately below the sign. Notwithstanding, if the banner is within 18 inches of the face of any street curb, the banner shall maintain a minimum clearance of at least 16 feet between the bottom of the banner and the grade of the land immediately below the sign.
- d. Banners shall be positioned at least 24 inches above any existing sign on the same pole.
- e. Banners shall be positioned at similar heights as other light pole banners in the vicinity.
- f. Banners shall maintain a similar orientation in relation to the street as other light pole banners in the vicinity.
- g. Banners shall be attached to the light pole by a mounting structure or hardware that, at a minimum, shall secure the top and the bottom of the banner. The mounting hardware shall be a similar color to the light pole and shall be positioned below the light arm or light fixture.

7) Location and display period.

- a. Banners which advertise specific events or activities may be displayed for up to 30 days. Banners must be located on the property where the event will be held or in the portion of the right-of-way directly in front of the property where the event will be held.
- b. Banners which provide community information, promote public programs, or promote civic pride may be permitted for one year at a time. Banners must be located on the property of the agency or organization

displaying the banners, or in the portion of the right-of-way directly in front of the property of the agency or organization.

c. Banners displayed by the City of Mauldin are exempt from these location and display period restrictions.

d. Nothing herein shall exclude or prevent the Mauldin City Council from approving the display of light pole banners in rights-of-way that are not directly adjacent to the subject property.

8) Maintenance. Banners shall be maintained in good condition, clean, free of holes, tears, fraying, sagging, or other damage or deterioration. Should a banner become loose or begin to fall, develop holes, become excessively faded, become torn or frayed, or otherwise become defaced, damaged, or impaired during its display, the banner shall be removed within 48 hours upon notice from the City. If the banner is not removed within 48 hours, the City may remove and discard the banner. The City shall not be held liable for any damages to a banner that occur during the removal process. If there is time remaining for the permitted display period, the applicant may be allowed to replace the banner for the remainder of the permitted display period.

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

Passed on First Reading: _____

Passed on Second Reading: _____

CITY OF MAULDIN, SOUTH CAROLINA

BY: _____
Terry Merritt, Mayor

ATTEST:

Cindy Miller, Municipal Clerk

APPROVED AS TO FORM:

John Duggan, City Attorney

CITY COUNCIL

AGENDA ITEM SUMMARY

MEETING DATE: April 18, 2022
AGENDA ITEM: 8a

TO: City Council
FROM: City Administrator Brandon Madden
SUBJECT: Amendment to Lease Agreement with Pops Creamery

REQUEST

City Council is requested approve an amendment to the City's lease agreement with Pops Creamery for the Gosnell Cabin.

HISTORY/BACKGROUND

City Council approved a lease agreement with Pops Creamery during its December 7, 2020 meeting.

ANALYSIS or STAFF FINDINGS

Pursuant to the lease agreement, Pops Creamery is to make a monthly payment of \$500 a year (i.e., 12 months), totaling an annual amount of \$6,000. Pops Creamery has requested to amend the lease agreement to allow for monthly payments of \$600 per month for 10 months a year, totaling an annual amount of \$6,000. This request is due to the fact that the Creamery is closed for two months of the year.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

ATTACHMENTS

Amended lease

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, 2022 and expire at Midnight on February 28, 2025 ("Initial Term").

RENT AMOUNT. Payment shall be made by the Lessee to the Lessor in the amount of \$600.00 per month for ten (10) months from March through December each calendar year of 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 _____ 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, 2024⁵ and end on February 28, 2025⁶ 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 contaminants 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 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 its 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 exactly 6 months after the projected move in date of March 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, assigns, executors and administrators.

LESSOR SIGNATURE

Signature

Mauldin Mayor

Date

LESSEE SIGNATURE

Signature

Don Deas, Owner

Date

CITY COUNCIL

AGENDA ITEM

MEETING DATE: April 18, 2022

AGENDA ITEM: 8b

TO: City Council

FROM: Finance Director, Holly Abercrombie

SUBJECT: Selection of Audit Firm for FY22 Audit

REQUEST

Approval of Scott & Co. to be the City's next audit firm, performing the FY22 Audit.

HISTORY/BACKGROUND

The City of Mauldin posted a Request for Proposals to solicit bids for our audit services in February. The bid was structured in a manner where the City has the option to continue on with the services or terminate and seek alternatives every year. The City received three bids.

ANALYSIS or STAFF FINDINGS

The City had a Committee evaluate the proposals and rank each one. The one receiving the highest evaluation was Scott & Co.

TIMELINE

The City needs to have an auditor in place to perform the current year's audit as soon as possible.

RECOMMENDATION

To appoint Scott & Co. the City's audit services for the FY22 and execute the attendant agreements contingent upon review by the City's legal counsel.

ATTACHMENTS

Copy of RFP



CITY OF MAULDIN REQUEST FOR PROPOSALS (RFP: 2022–03)

PROFESSIONAL AUDITING SERVICES *(REISSUE)*

Issue Date: February 25, 2022

Submittals Due: March 25, 2022 by 2:00PM EST

Contact: Holly Abercrombie, Finance Director

E-mail: habercrombie@mauldincitysc.com

Phone: (864) 289-8895

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

1. Introduction

A. General Information

The City of Mauldin is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal years ending June 30, 2022 and June 30, 2023, with the option of auditing its financial statements for each of the four (4) subsequent fiscal years. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) *Government Auditing Standards* (1994), the provisions of the Federal Single Audit Act of 1984 (as amended in 1996) and the United States Office of Management and Budget (OMB) circular A-133, *Audits of States and Local Governments, and Non-Profit Organizations*, when applicable. Proposers are requested to indicate the fees associated with an A-133 audit separately on the attached bid form.

There is no expressed or implied obligation for the City of Mauldin to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

No preproposal conference will be held, any inquires concerning this request for proposal should be emailed to Holly Abercrombie, Director of Finance at habercrombie@mauldincitysc.com.

To be considered, proposals must be received by 2:00 p.m. on March 25, 2022. Proposals can be emailed to habercrombie@mauldincitysc.com or mailed to the following address:

City of Mauldin
Attn: Holly Abercrombie
5 East Butler Road
PO Box 249
Mauldin, SC 29662

The City of Mauldin reserves the right to reject any or all proposals submitted.

The City Administrator, Finance Director and Staff Accountant of the City of Mauldin will evaluate the proposals submitted.

During the evaluation process, the City of Mauldin reserves the right, where it may serve the City of Mauldin's best interest, to request additional information or clarifications from proposers and to allow corrections of errors or omissions. At the discretion of the City of Mauldin, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City of Mauldin reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm or the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Mauldin and the firm selected.

It is anticipated the selection of a firm will be completed and approved by City Council by June 30, 2022. Following the notification of the selected firm, it is expected a contract will be executed between both parties by July 30, 2022.

B. Term of Engagement

A five (5) year contract is contemplated, subject to an annual review, the satisfactory negotiation of terms (including a price acceptable to both the City of Mauldin and the selected firm), and the concurrence of the City of Mauldin and the annual availability of appropriations.

C. Subcontracting

Subcontracting of the primary functions of the audit will not be allowed. However, if it is determined necessary that any specialty work be subcontracted, it will only be allowed with prior written consent of the City of Mauldin.

2. Description of the Government

A. Name and Telephone Number of Contact Persons

The auditor's principal contact with the City of Mauldin will be Holly Abercrombie, Director of Finance, habercrombie@mauldincitysc.com, who will coordinate the assistance to be provided by the City of Mauldin to the auditor.

A list of key personnel with the location of their principal offices and phone numbers is attached (Appendix A).

B. Background Information

The City of Mauldin serves an area of approximately 10 square miles with a population of 26,409. The City of Mauldin's fiscal year begins July 1 and ends on June 30.

The City of Mauldin provides general governmental services of public safety, public works, parks and recreation, business and development services, and other general governmental services.

The City of Mauldin has a total payroll of approximately \$8,804,045 covering approximately 221 full-time and part-time employees.

The City of Mauldin is organized into eighteen (18) departments. The accounting and financial reporting functions of the City of Mauldin are centralized in the Finance Department.

C. Fund Structure

The City of Mauldin uses the following fund types and account groups in its financial reporting:

<u>Fund Type</u>	<u>Number of Individual Funds</u>	<u>Number With Legally Adopted Annual Budgets</u>
General fund	1	1
Special revenue funds	10	10
Capital projects funds	2	2
Enterprise funds	2	2
Trust and Agency funds	0	0

D. Budgetary Basis of Accounting

The City of Mauldin prepares its budgets on a basis consistent with generally accepted accounting principles and does not make regular amendments to the budgets.

E. Federal and State Financial Assistance

During the fiscal year to be audited, the City of Mauldin does not expect to break the threshold requirement as set forth in OMB Circular A-133.

F. Pension Plans

The City of Mauldin participates in the following pension plans: State of South Carolina Police Retirement System and the State of South Carolina Retirement System, both of which are defined benefit cost-sharing multiple-employer public employee retirement systems, as well as the State of South Carolina 401(k) and 457 Deferred Compensation Plans. Actuarial services for these plans are provided by the State of South Carolina.

G. Component Units

The City of Mauldin is defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board's *Codification of Governmental Accounting and Financial Reporting Standards*, Section 2100. Using these criteria, no component units are included in the City's financial statements.

H. Magnitude of Administration Operations

City Administrator, Brandon Madden oversees the Administration Department with (3) employees. Holly Abercrombie oversees the finance department with (2) employees. The principal functions performed and the numbers of employees assigned to each are as follows:

<u>Function</u>	<u>Number of Employees</u>
Accounts Payable / Purchasing	1
Human Resources	1
Payroll / Accounts Receivable	1
Staff Accountant	1
Permits / Business Licensing	3*

***Note:** *Permits/Business Licensing falls under the Director of Business Services, David Dyrhaug with financial assistance from the Director of Finance.*

I. Computer Systems

Each employee has a computer workstation that is connected to the wide area network with access to the necessary modules needed to accomplish assigned tasks. The primary software for all accounting functions is Smartfusion from Harris, Inc. The following modules of Smartfusion software are installed and in use by the City of Mauldin:

Fund Ledger	Payroll
Accounts Payable	Cash Receipts
Human Resources	Accounts Receivable
Purchasing	Fixed Assets
Bank Reconciliation	Cash Collections
	Budget Prep (not in use)

J. Internal Audit Function

The City of Mauldin does not maintain an internal audit division. The Finance Director and Staff Accountant complete certain internal audit tasks.

K. Availability of Prior Audit Reports and Work Papers

Interested proposers who wish to review prior years' audit reports and management letters can do so by emailing a request to Holly Abercrombie at habercrombie@mauldincitysc.com. The City of Mauldin prior audit reports are available on the City's website www.cityofmauldin.org.

L. Special State Reporting Requirement

SC Code of Laws Section 14-1-208 requires that the annual audit include a review of accounting controls over court assessments and further requires the City to include, in its audited financial statements, a supplementary schedule detailing the disposition of court assessments and amounts required to be used for victim services activities. The law requires that the schedule be included in the external auditor's report by an "in relation to" paragraph as required by generally accepted auditing standards when information accompanies the basic financial statements in auditor-submitted documents.

3. Scope of Work

A. General

The City of Mauldin is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the fiscal year ending June 30, 2023, with the option to audit the City of Mauldin's financial statements for each of the four (4) subsequent fiscal years. These audits are to be performed in accordance with the provisions contained in this request for proposals.

B. Scope of Work to be Performed

The City of Mauldin will be including its financial statements in a Comprehensive Annual Financial Report ("CAFR") in compliance with GASB Statement # 34. The auditor is to provide an audit report on the fair presentation of that set of financial statements sufficient to satisfy the requirements of the Government Finance Officers Association's Certificate of Achievement Program and in a form that complies with the AICPA's definition of the appropriate form of the independent auditor's report for audits of GASB 34 governments as defined in its current edition of Audits of State and Local Government Units. The audit must also cover the City's Schedule of Federal Awards (if any), which will be included in the CAFR.

C. Auditing Standards to be Followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the United States General Accounting Office's *Government Auditing Standards* (1994), the provisions of the Federal Single Audit Act of 1984 (as amended in 1996) and the provisions of the United States Office of Management and Budget (OMB) Circular A-133, *Audits of States and Local Governments and Non-Profit Organizations* when applicable.

D. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards in relation to the audited financial statements.
2. A report on compliance and internal control over financial reporting based on an audit of the financial statements performed in accordance with *Government Auditing Standards*.
3. If needed a report on compliance and internal control over compliance applicable to each major federal financial assistance program and on internal control over compliance in accordance with OMB Circular A-133.

In the required reports on internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements. Reportable conditions that are also material weaknesses shall be identified as such in the report.

Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management.

The report on compliance shall include all material instance of non-compliance. All non-material instances of non-compliance shall be reported in a separate management letter.

Fraud and illegal acts. Auditors shall be required to make an immediate, written report of all fraud and illegal acts of which they become aware to the City Administrator and Finance Director.

Reporting to the City Administrator and Finance Director: Auditors shall assure themselves that the City Administrator and Finance Director are informed of each of the following:

1. The Auditor's responsibility under generally accepted auditing standards
2. Significant accounting policies
3. Management judgments and accounting estimates
4. Significant audit adjustments
5. Other information in documents containing audited financial statements
6. Disagreements with management
7. Management consultation with other accountants
8. Major issues discussed with management prior to retention
9. Difficulties encountered in performing the audit

E. Special Considerations

1. The City of Mauldin will send its comprehensive annual financial report to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will be required to provide special assistance to the City to meet the requirements of that program.

F. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the City of Mauldin of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- City of Mauldin
- United States Government

- United States General Accounting Office (GAO)
- Parties designated by the federal or state governments or by the City of Mauldin as part of an audit quality review process
- Auditors of entities of which the City of Mauldin is sub-recipient of grant funds

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

4. Time Requirements

A. Proposal Calendar

The following is a list of key dates up to and including the date proposals are to be submitted:

- | | |
|--------------------------------|-------------------|
| 1. Request for proposal issued | February 25, 2022 |
| 2. Due date for proposals | March 25, 2022 |

B. Notification and Contract Dates

- | | |
|---------------------------|------------------|
| 1. Selected firm notified | by June 30, 2022 |
| 2. Contract Date | by July 30, 2022 |

C. Date Audit May Commence Any date subsequent to September 2022

The City of Mauldin will have all records ready for audit and all management personnel available to meet with the firm's personnel in September 2022. At the discretion of the auditor, interim work may be scheduled prior to June 30, 2022, on a mutually agreed upon date.

D. Schedule for the 2022 Fiscal Year Audit

The audit schedule will be determined subsequent to awarding of the contract. A similar time schedule will be developed for audits of future fiscal years if the City of Mauldin exercises its option for additional audits.

Each of the following should be completed by the auditor no later than the dates indicated.

1. Interim Work
The auditor shall complete interim work, if desired, on a yet to be determined date.
2. Detailed Audit Plan
The auditor shall provide the City of Mauldin by August 12, 2022, a list of all schedules to be prepared by the City of Mauldin.
3. Fieldwork
The auditor shall complete all fieldwork by October 14, 2022.

4. Draft Reports

The auditor shall have proposed adjusting journal entries and recommendations to management available for review by the Finance Director by October 28, 2022.

E. Entrance Conferences, Progress Reporting and Exit Conferences

A similar time schedule will be developed for audits of future fiscal years if the City of Mauldin exercises its option for additional audits.

1. Entrance Conference Week of August 1, 2022
The auditor will meet with all key finance department personnel if necessary. The purpose of this meeting will be to discuss prior audit problems and the interim work to be performed. This meeting will also be used to establish an overall liaison for the audit and to arrange for workspace and other needs of the auditor.
2. Progress conference with the Finance Director As agreed and needed
The purpose of this meeting will be to summarize the results of the preliminary review and to maintain an open channel of communication and cooperation.
3. Exit conference with the Finance Director To be Determined
The purpose of this meeting will be to summarize the results of the fieldwork and to review significant findings.

F. Date Final Report is Due

The signed Auditor reports must be delivered to the Finance Director on or before November 4, 2022. Once all issues for discussion are resolved, the final signed report shall be presented to City Council on November 14, 2022.

5. Assistance to be Provided to the Auditor

A. Finance Department and Clerical Assistance

The finance department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the auditor.

B. Statements and Schedules to be prepared by the staff of the City of Mauldin

The staff of the City of Mauldin will prepare all statements and schedules for the auditor which are requested by the due date required which are reasonable and customary.

C. Work area, telephone, and photocopying.

The City of Mauldin will provide the auditor with reasonable workspace, desks and chairs. The auditor will also be provided with access to telephone lines and photocopying facilities.

D. Report Preparation

Report preparation and editing shall be the responsibility of the auditor. The final signed report is to be provided in electronic format and (15) hard copies.

6. Submittal Requirements

A. General Requirements

1. Obtain official Request for Proposal Package.

Firms interested in submitting a proposal should become familiar with the proposal prior to submitting.

2. Inquiries

Inquiries concerning the request for proposals must be made to:

The City of Mauldin
Attn: Holly Abercrombie
Director of Finance
PO Box 249
Mauldin, South Carolina 29662
habercrombie@mauldincitysc.com

3. Submission of Proposals

The following material is required to be received by 2:00 PM, March 25, 2022, for a proposing firm to be considered:

a. **Four (4) copies** of a Technical Proposal to include the following:

i. **Title Page**

Title page showing the request for proposal's subject; the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.

ii. **Table of Contents**

iii. **Transmittal Letter**

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be the best qualified firm to perform the engagement and a statement that the proposal is a firm and irrevocable offer for 120 days.

iv. **Detailed Proposal**

The detailed proposal should follow the order set forth in Section VI B of this request for proposals.

- v. **Executed copies of Proposer Guarantees and Proposer Warranties, attached to this request for proposal (Appendix B and Appendix C.)**
- b. The proposer shall submit the dollar cost bid, detailed in the format provided in Appendix D and Appendix E, following the Technical Proposal, as a separate, tab-divided section.
- c. Proposers should email, mail, or hand-deliver the completed proposal to the following address:

The City of Mauldin
Attn: Holly Abercrombie
Director of Finance
5 E. Butler Road
Mauldin, South Carolina 29662
habercrombie@mauldincitysc.com

All proposals must be received by 2:00 PM on March 25, 2022, to be considered.

7. Technical Proposal

A. General Requirements

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the City of Mauldin in conformity with the requirements of this request for proposal. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

There should be no dollar units or total costs included in the technical proposal document. These costs are contained in the separate, tab-divided section of the proposal following the Technical Proposal.

The Technical Proposal should address all the points outlined in the request for proposal (excluding any cost information which should only be included in the sealed dollar cost bid). The Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following subjects, item numbers 2 through 10, must be included. They represent the criteria against which the proposal will be evaluated.

B. Independence

The firms should provide an affirmative statement that is independent of the City of Mauldin as defined by generally accepted auditing standards and the United States General Accounting Office's *Government Auditing Standards* (1994).

The firm should also provide an affirmative statement that it is independent of all of the component units of the City of Mauldin as defined by those same standards.

The firm should also list and describe the firm's professional relationships involving the City of Mauldin or any of its agencies or component units for the past five years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall give the City of Mauldin written notice of any professional relationships entered into during the period of this agreement.

C. License to Practice in South Carolina

An affirmative statement should be included that the firm and all assigned key professional staff are licensed to practice in South Carolina.

D. Firm Qualifications and Experience

The proposer should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be employed on a part-time basis.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information, the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

E. Partner, Supervisory and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit. Indicate how the quality of staff over the term of the agreement will be assured.

The proposer should identify the extent to which staff is to be assigned to the audit which reflects the City of Mauldin's commitment to Affirmative Action.

Engagement partners, managers, other supervisory staff and specialists may be changed if they leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City of Mauldin. However, in either case, the City of Mauldin retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the City of Mauldin, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer if replacements have substantially the same or better qualifications or experience.

F. Prior Engagements with the City of Mauldin

List separately all engagements within the last five years, ranked on the basis of total staff hours, for the City of Mauldin by the type of engagement (i.e., audit, management advisory services, other). Indicate the scope of work, date, engagement partners, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.

G. Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last five years that are similar to the engagement described in this request for proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and name and telephone number of the principal client contact.

H. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this Request for Proposal including the level of staff and number of hours to be assigned to the major segments of the engagement. The following information is requested and provided to help with the development of the work plan.

- a. Proposed segmentation of the engagement
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement
- c. Sample size and the extent to which statistical sampling is to be used in the engagement
- d. Extent of use of EDP software in the engagement
- e. Type and extent of analytical procedures to be used in the engagement
- f. Approach to be taken to gain and document an understanding of the City of Mauldin's internal control structure
- g. Approach to be taken in determining laws and regulations that will be subject to audit test work

- h. Approach to be taken in drawing audit samples for purposes of tests of compliance

I. Dollar Cost Bid

1. Total All-Inclusive Maximum Price

The dollar cost bid should contain all pricing information relative to performing the audit engagement as described in this Request for Proposal. The total all-inclusive maximum price bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The City of Mauldin will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar costs bid. Such costs should not be included in the proposal.

The dollar costs bid should include the following information:

- a. Name of firm
- b. Certification that the persons signing the proposal are entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the City of Mauldin.
- c. A total all-inclusive maximum price for the 2021 engagement. Firms should include an all-inclusive maximum price for each of the engagement years.

2. Rates by partner, specialist, supervisory and staff level, times hours anticipated for each.

The dollar cost bid should include a schedule of professional fees and expenses, presented in the format provided in Appendix D, that supports the total all-inclusive maximum price. The costs of additional audit services as may be required by OMB Circular A-133 should be disclosed separately and presented in the format provided in Appendix E.

3. Out-of-pocket expenses included in the total all-inclusive maximum price and reimbursement rates.

Out-of-pocket expenses for firm personnel (e.g., travel, lodging and subsistence) will be reimbursed at the rates used by the City of Mauldin for its employees. All estimated out-of-pocket expenses to be reimbursed should be presented on the second page of the sealed dollar costs bid in the format provided in Appendix D. All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm.

In addition, a statement must be included in the sealed dollar costs bid stating the firm will accept reimbursement for travel, lodging and subsistence at the prevailing rates for the City of Mauldin's employees.

4. Rates for Additional Professional Services

If it should become necessary for the City of Mauldin to request the auditor to render any additional services to either supplement the services requested in the Request for Proposal or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an

addendum to the contract between the City of Mauldin and the firm. Any such additional work agreed to between the City of Mauldin and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar costs bid.

5. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's dollar costs bid proposal. Interim billing shall cover a period of not less than one calendar month. Ten percent (10%) will be withheld from each payment pending delivery of the firm's final report.

8. Criteria for Rating Proposals

The City's RFP Evaluation Committee (Evaluation Committee) will review, score and rank all proposals and make a recommendation to City Council on who will best serve the City. City Council will make the final decision on selecting a Firm.

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

In rating proposals, the City will carefully weigh the responses in the following categories:

1. Quality of the solution(s) when compared to the City's needs
2. Vendor qualifications
3. Municipal experience
4. Pricing model
5. Delivery of services
6. Customer service model

The following details the points assigned per section:

Proposal Section	Point Value
Summary of Pricing	25
Vendor Qualifications	25
Proposed Solution	25
References	25
Total Points	100

9. General Conditions

A. Competition

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

B. Confidentiality and Proprietary Information

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

C. Conflict of Interest

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

D. Compliance, Assurance, and Non-collusion

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

During the period between publication of the solicitation and award, you must not communicate, directly or indirectly, with the using department, its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing to the City's designated point of contact for this RFP.

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

E. Drug-Free Workplace

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

F. Insurance

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

G. 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.

H. No Contract

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

ATTACHMENT A – COMPLIANCE, ASSURANCE AND NON-COLLUSION

Statement of Assurance, Compliance and Non-collusion

State of _____

County of _____

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

1. The undersigned, as Vendor, certifies that every provision of this Submittal have been read and understood.
2. The Vendor hereby provides assurance that the Firm represented in this Submittal:
 - a. Will comply with all requirements, stipulations, terms and conditions as stated in theSubmittal/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 ordetermining 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-FREEWORKPLACE
CERTIFICATION**

DRUG-FREE WORKPLACE CERTIFICATION

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 – 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.

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 *one hundred and twenty (120)* 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)

**ATTACHMENT D – SCHEDULE OF
PROFESSIONAL FEES AND EXPENSES FOR THE
AUDIT OF THE 2023 FINANCIAL STATEMENTS**

APPENDIX D

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE 2023 FINANCIAL STATEMENTS

	<u>Hours</u>	<u>Standard Hourly Rate</u>	<u>Quoted Hourly Rate</u>	<u>Total</u>
Partners	_____	_____	_____	_____
Managers	_____	_____	_____	_____
Supervisory Staff	_____	_____	_____	_____
Staff	_____	_____	_____	_____
Other (specify)	_____	_____	_____	_____
Subtotal				_____
Out of pocket expenses:				_____
Meals and lodging				_____
Transportation				_____
Other (specify)				_____
Total all-inclusive maximum cost for the 2023 audit:				=====

ATTACHMENT E – SCHEDULE OF
PROFESSIONAL FEES AND EXPENSES FOR THE
AUDIT OF THE 2023 FINANCIAL STATEMENTS
SUPPORTING SCHEDULE FOR OMB CIRCULAR A-
133

APPENDIX E

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE 2023 FINANCIAL STATEMENTS SUPPORTING SCHEDULE FOR OMB CIRCULAR A-133

	<u>Hours</u>	<u>Standard Hourly Rate</u>	<u>Quoted Hourly Rate</u>	<u>Total</u>
Partners	_____	_____	_____	_____
Managers	_____	_____	_____	_____
Supervisory Staff	_____	_____	_____	_____
Staff	_____	_____	_____	_____
Other (specify)	_____	_____	_____	_____
Subtotal				_____
Out of pocket expenses:				_____
Meals and lodging				_____
Transportation				_____
Other (specify)				_____
Total all-inclusive maximum cost for the 2023 audit required by OMB Circular A-133 (if required):				=====

CITY COUNCIL AGENDA ITEM

MEETING DATE: April 18, 2022

AGENDA ITEM: 8c

TO: City Council

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

SUBJECT: Appointments to the Planning Commission

Background

Two members of the Planning Commission have recently tendered resignations each due to new employment conditions that preclude their continued service on the Planning Commission. Therefore, there are currently **2** open seats on the Planning Commission. The current term for one seat (Seat #1) is for another year and will expire at the end of June 2023. The current term for the other seat (Seat #3) is for two more years and will expire at the end of June 2024.

Committee Recommendation

On March 30, 2022, the Building Codes Committee interviewed applicants for the Planning Commission. At the conclusion of their meeting, the voted to recommend that Randy Eskridge be appointed to fill the vacancy for seat #3 on the Planning Commission and Kevin Greene be appointed to fill the vacancy for seat #1 on the Planning Commission.

City Appointment Procedures

The next step in the City of Mauldin's policy is for the City Council to consider taking action on the recommendation of the Building Codes Committee.

ATTACHMENTS

City of Mauldin Appointment Procedures Policy

CITY COUNCIL

AGENDA ITEM SUMMARY

MEETING DATE: April 18, 2022

AGENDA ITEM: 8d

TO: City Council
FROM: City Administrator Brandon Madden
SUBJECT: CDBG and HOME Resolution

REQUEST

City Council is requested to approve the attached CDBG Resolution.

HISTORY/BACKGROUND

The City of Mauldin has an agreement with the Greenville County Redevelopment Authority to administer Community Development Block Grant (CDBG) and HOME funded projects. Each year, council adopts a resolution regarding our allocation of CDBG and HOME funds. A public hearing will be conducted on April 18th at 7:00 PM immediately prior to our Council Meeting to review the program and our projected allocations.

FISCAL IMPACT

This year our allocation is estimated to be \$176,663 in CDBG funds and \$81,238 in Home funds. This compares with \$228,960 in CDBG funds and \$99,557 in Home funds last year.

RECOMMENDATION

Staff recommends approval of the Resolution.

ATTACHMENTS

Resolution

City of Mauldin RESOLUTION

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
CITY OF MAULDIN

RESOLUTION _____

ALLOCATION OF GREENVILLE COUNTY CDBG AND HOME FUNDS FOR PROGRAM YEAR 2022

WHEREAS, the City of Mauldin participates in the Greenville County Urban County Program; and

WHEREAS, the funds received by the Greenville County Redevelopment Authority available for allocation by the City of Mauldin are as follows:

	<u>CDBG</u>	<u>HOME</u>
City Allocation	\$160,663	\$62,238
Program Income	\$ 16,000	\$19,000
<hr/>		
Total Estimate	\$176,663	\$81,238

WHEREAS the HOME funds may only be used to increase the supply of decent affordable housing for low- and moderate-income persons and households, and Community Development Block Grant (CDBG) funds may only be used to assist low- and moderate-income persons, reduce or eliminate slum and community blight, or meet an urgent community need where no other funding is available; and

WHEREAS, the Mayor and Council of the City of Mauldin have discussed and reviewed projects for which these funds should be allocated by the Greenville County Redevelopment Authority;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City of Mauldin accepts the allocation of funds as set forth above and budgets use of the funds as follows:

HOME funds in the projected amount of \$81,238 or such other amount as may be received in HOME funds in the 2022 program year to be used for new construction of affordable/workforce housing and rental reserve for eligible properties in the City of Mauldin; and

CDBG funds for the projected amount of \$176,663 or such other amount as may be received in CDBG funds in the 2022 program year to be used for the following

activities; \$101,163 for infrastructure improvement, \$10,000 for Façade Improvement Program; \$25,000 for Economic Development – revolving loan; \$25,000 for owner occupied rehabilitation program; and \$15,500 in CDBG funds to be allocated for public service activities/programs in the City of Mauldin.

ANY CHANGE in CDBG and HOME funding allocations, increase or decrease in funding, will be distributed on a pro rata basis to all activities.

PASSED, ADOPTED AND APPROVED, by the Council of the City of Mauldin on this _____ day of _____ 2022.

Attest:

Terry Merritt, Mayor

Cindy Miller, Municipal Clerk

Reviewed:

Brandon Madden, City Administrator

Greenville County Redevelopment Authority

Greenville County Annual Action Plan FY 2022 July 1, 2022 – June 30, 2023

City of Mauldin - Public Hearing April 18, 2022



GCRA

History and mission

- **Established in 1974. The Greenville County Redevelopment Authority (GCRA) takes a holistic approach to revitalize communities. GCRA works to improve the living conditions of the county's residents by building new homes, rehabilitating existing homes and improving the infrastructures within communities.**
- **Designated as the Administrator of Greenville County Entitlement Funds from HUD.**
- **Cooperative Agreement with Greenville County and five participating municipalities: Fountain Inn, Greer, Mauldin, Simpsonville and Travelers Rest. This is renewed every 3 years as required by HUD.**
- **Governed by a 12-member Board appointed by Greenville County Council.**

FY 2022 Annual Action Plan

- The Annual Action Plan is Greenville County's Application to the Federal Government (US Department of Housing and Urban Development) proposing the use of Community Development Block Grant (CDBG), HOME and Emergency Solutions Grant (ESG).
- FY 2022 funds is for the period beginning July 1, 2022 to June 30, 2023.
- This funding period also marks the 3rd year allocation of funds and activities for the Greenville County's 2020-2024 Consolidated Plan.



Community Development Block Grant (CDBG)

- At least 70% must be used for activities that benefit individuals with low to moderate incomes.
- All activities must meet one of three national objectives:
 - Benefit low- and moderate-income persons (by area or for limited clientele or presumed benefit).
 - Prevention or elimination of slums or blight
 - Urgent community development need (there must be an immediate threat to the health or welfare of community)

Home Investment Partnership (HOME)

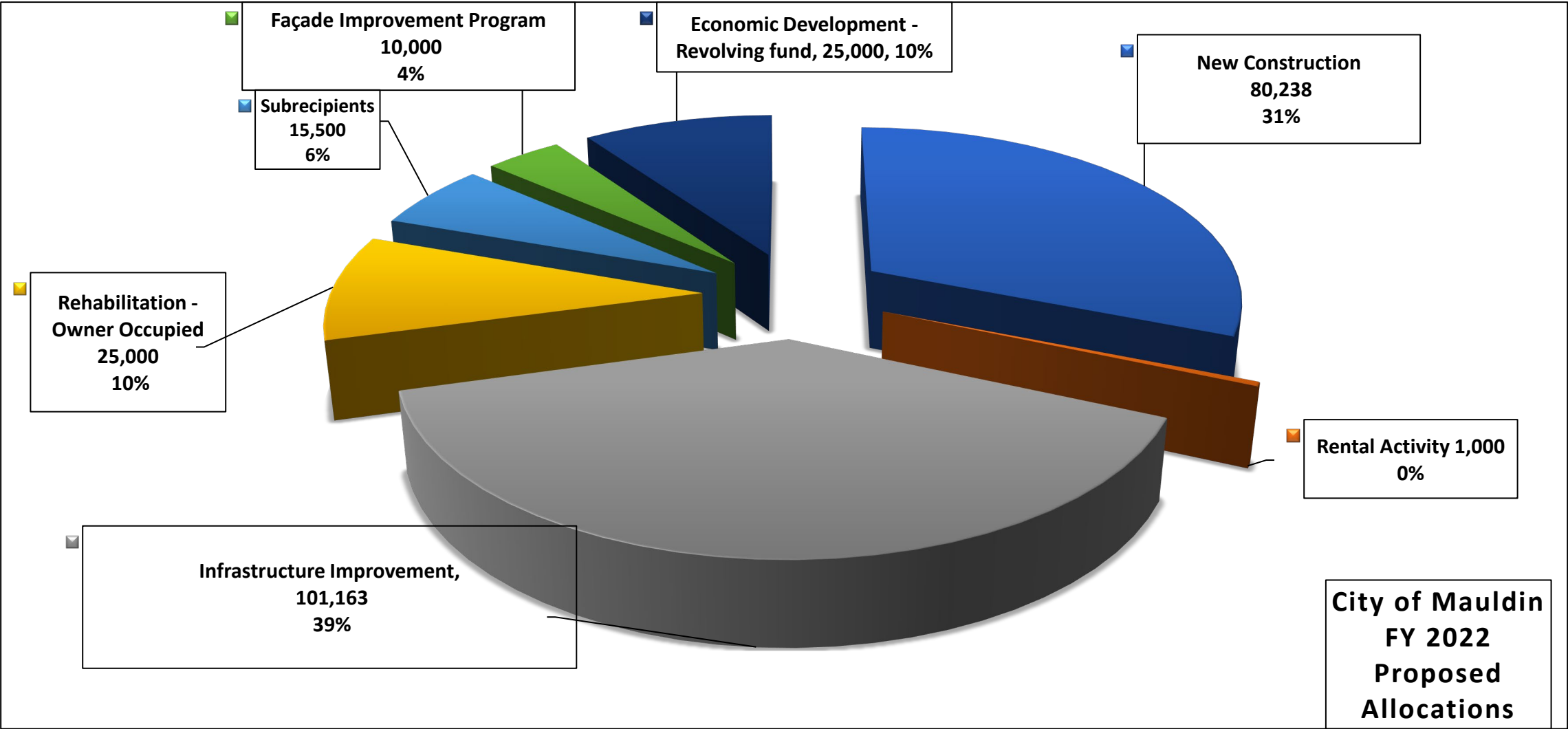
- A Federal grant program designed to help jurisdictions expand the supply and availability of decent and affordable rental and homeownership housing for low- and very low-income families and households.



City of Mauldin

Fund type	Final 2020	Final 2021	Proposed 2022
CDBG	\$212,960	\$212,960	\$160,663
CDBG - PI	\$ 14,000	\$ 16,000	\$ 16,000
HOME	\$ 73,557	\$ 73,557	\$ 62,238
HOME – PI	\$ 25,000	\$ 26,000	\$ 19,000
Total	\$325,517	\$328,517	\$\$257,901

City of Mauldin - FY 2022 proposed allocation:



GCRA – Housing Activities: HOME, CDBG, ESG & AHF

Housing Activities

- 1. Homeownership Units (New & Rehabbed - GCRA and Housing Partners)**
- 2. Rental Units – (New and Rehabbed - GCRA & Housing Partners)**
- 3. First Time Homebuyers Program (DPT & Closing Cost Assistance – CWC)**
- 4. Rental Assistance - Homelessness Prevention – At risk of homelessness**
- 5. Rental Assistance - Homelessness-Rapid Rehousing – Literally homeless**
- 6. Minor Home Repair Program (GCRA/Rebuild/Habitat/HomeWorks)**
- 7. Investor Program- Rental Rehab ** New**
- 8. Major – Homeowner Rehab – Program - GCRA**
- 9. MLF-Permanent Financing – GCRA funded homes**

GCRA- Community & Economic Development Activities (CDBG funds)

- ☐ Infrastructure improvement
- ☐ Facility Improvement
- ☐ Demolition – address slum & blight
- ☐ Public Service activities – CDBG Subrecipients
- ☐ Neighborhood capacity building – GAP funds

Economic Development

- ☐ Small Business Loans
- ☐ Façade Improvement Program

GCRA-COVID-19 Financial Relief Assistance

- 1. ESG-CV**
- 2. CDBG-CV**

COVID-19 Direct Financial Assistance

Rental Assistance

Utility Assistance

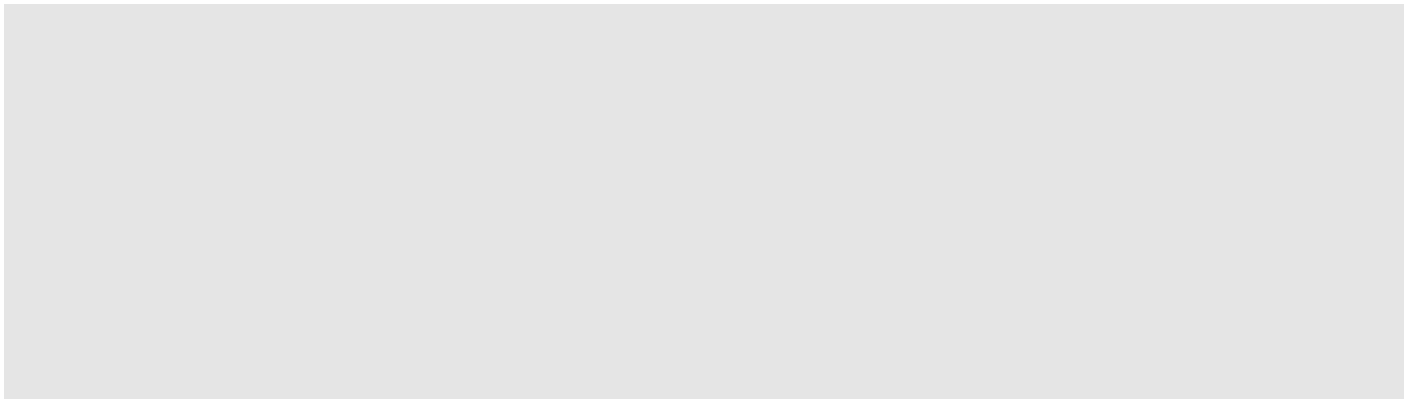
Mortgage Assistance

Business Assistance

Food Supplies

Medical and safety supplies

FY 2022 – Programs and Projects



City of Mauldin
FY 2022 Proposed – CDBG Fund
Subrecipients' Allocations - \$15,500

	Name of Public Service Agency	Proposed Use CDBG fund	Recommended Allocation
1	Center for Community Services – Mauldin program	Public Service – referral programs – case management. Requested: \$5,000	\$5,000
2	Mauldin Parks and Recreation – Senior Program.	Equipment for pickleball, update exercise class equipment, security cameras, misc. Requested \$10,500	\$10,500

Mercy Housing FY 2022 Projects

Greenville County Funding Approval:

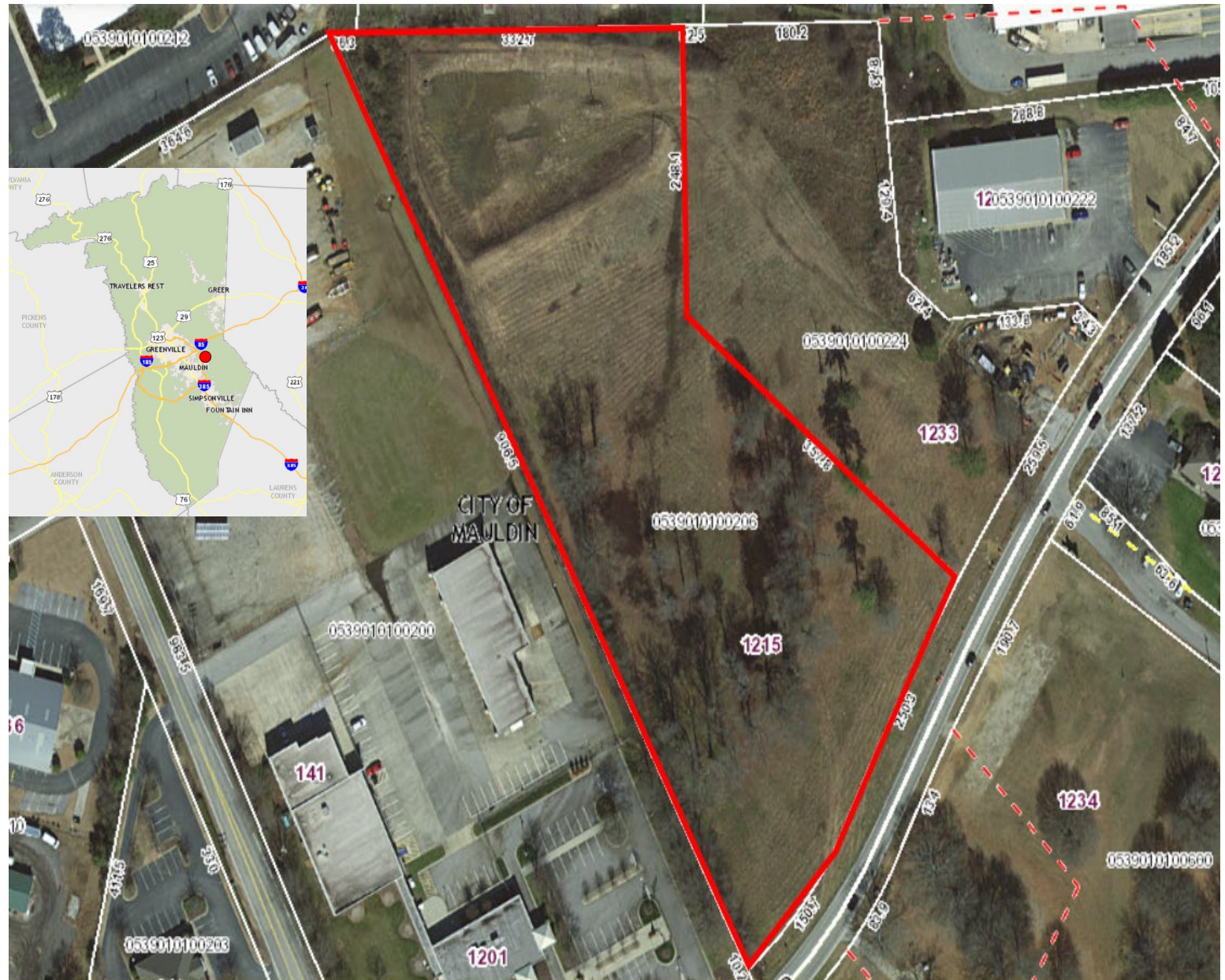
HOME: \$176,000

Affordable Housing Fund (AHF): \$528,000

Total Request: \$704,000

Project Total Cost: \$23,073,675

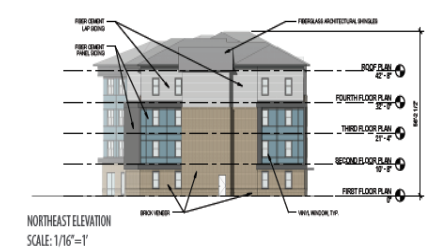
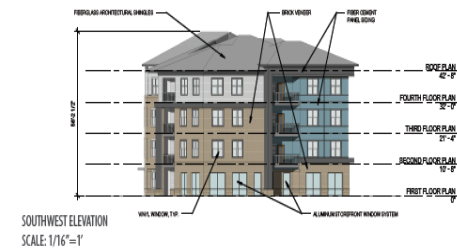
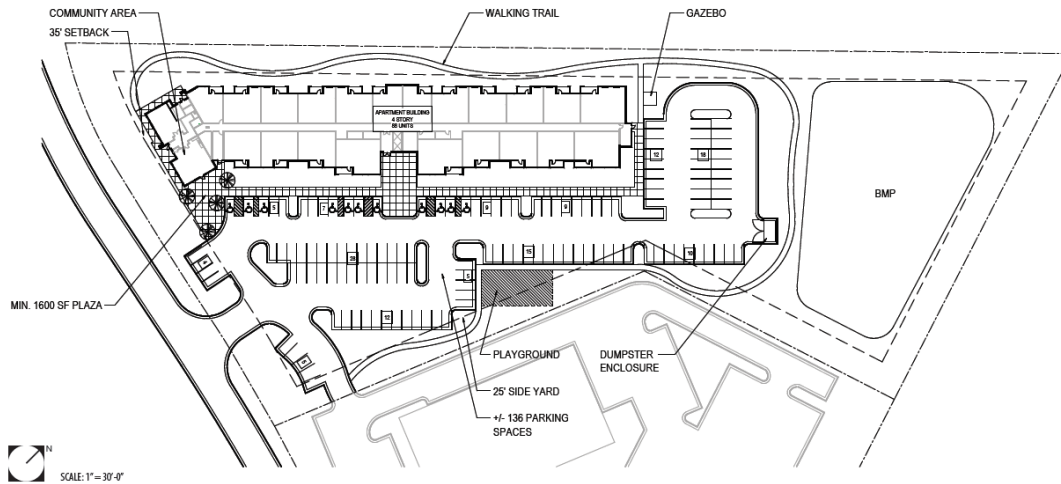
Project Name	The Belvedere
Project Location	1215 E. Butler Rd Mauldin, SC
Census Tract	28.12
Tax Map #	0539010100206
Acreage	4.889
# of Units	88
AMI Range	<30-80%



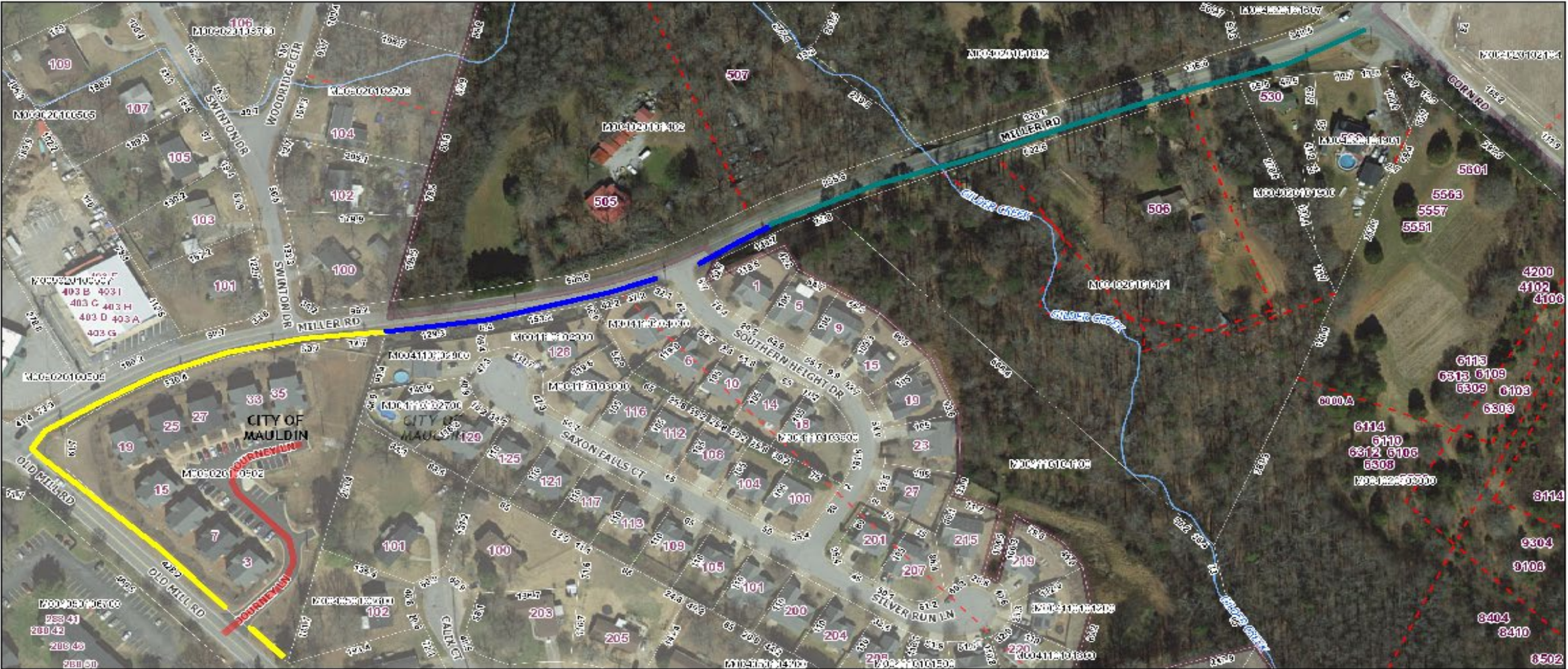
FY 2022 – Mercy Housing Belvedere Project - 1215 E Butler Rd

- 88 units – Rental units
- 1-3 bedrooms
- Target income: 30% - 80% AMI

BELVEDERE SENIOR APARTMENTS 1215 E Butler Rd. Madison, LC 29027 Site Average 4.73 Zoning: S-1 Parking/Stack: 136 spaces (11 ADA) Total RFR: 106,140 sf Total GSI: 125,810 sf	PROJECT FEATURES • Community center with kitchen/break room • Laundry office • Pet room • Computer Room • Playground • Community laundry facility	TOTAL UNITS COUNTED: 88 UNITS (110 ADA) 1 BEDROOM UNITS 10 (11 ADA) 2 BEDROOM UNITS 50 (56 ADA) 3 BEDROOM UNITS 22 (23 ADA)
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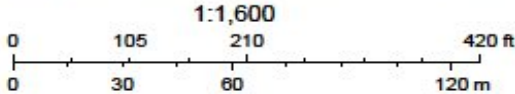


Greenville County, SC



March 17, 2022

 - Proposed Miller Rd Sidewalk Project



Greenville County GIS Division, Greenville, South Carolina,
Greenville County GIS Division, Greenville, South Carolina,
Greenville County, South Carolina GIS Division

Projects in Progress Mauldin Center

Mercy Housing SE – Mauldin – 221 E Butler Rd



- 46 Units – rental units
- Target Income: 50% - 60% AMI
- Types: 1 – 3 bedrooms
- Size: 715 sqft – 1197 sqft

Projects in Progress - Parkside at Butler

NHE: 600 Commerce Court

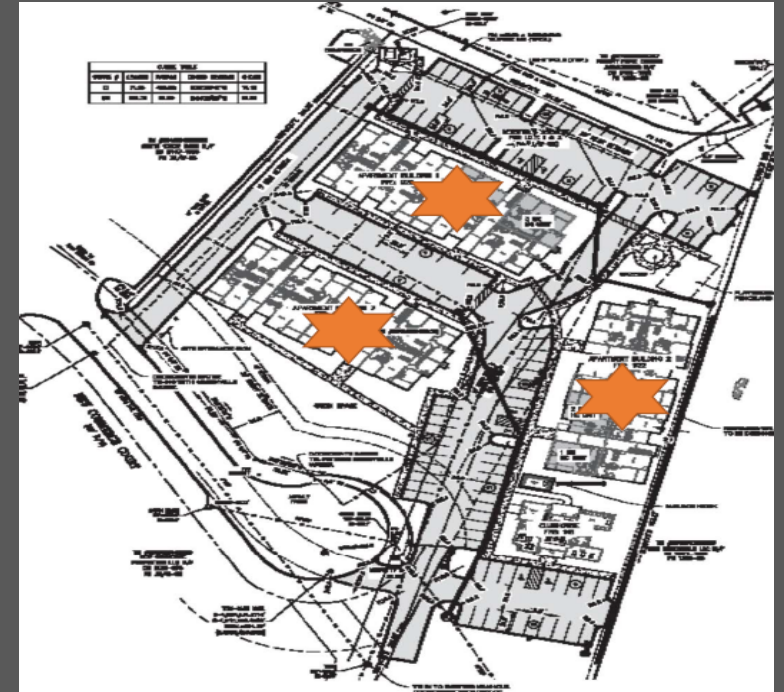
72 Units 1 -3 bedrooms

Target Income: (30% -60% AMI)

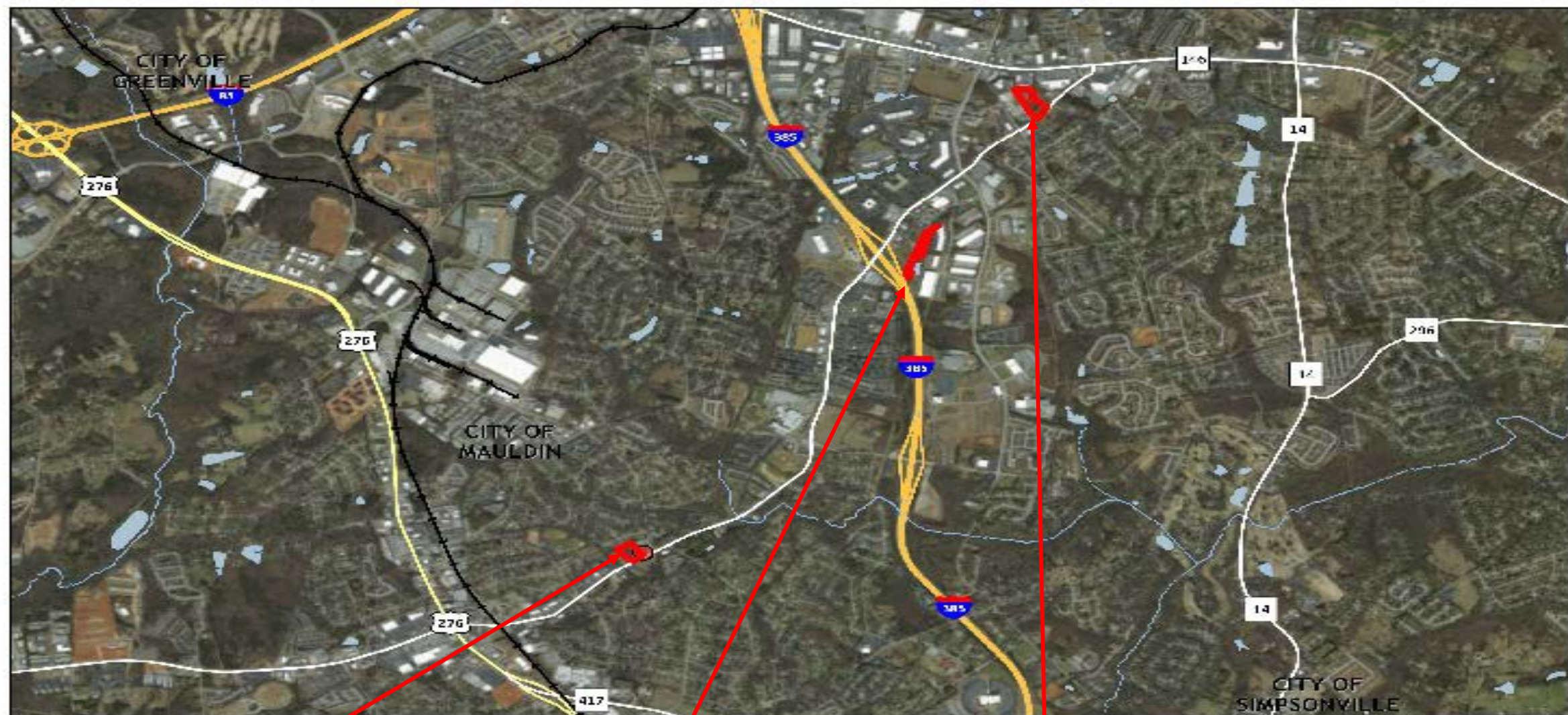


Parkside at Butler

New Commerce Court, Mauldin, SC



Housing Projects in Progress and Proposed

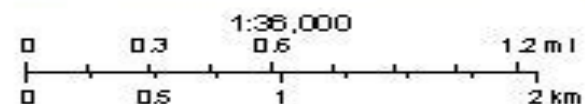


March 18, 2022

Mauldin Center- 221
E. Butler Rd

Parkside at Butler -
600 New Commerce
Court

The Belverdere Project -
1215 E Butler Rd



Greenville County GIS Division, Greenville, South Carolina, Greenville
County GIS Division, Greenville, South Carolina, Greenville County, South

HUD Income Limits



GREENVILLE COUNTY - FY 2021

Area Median Income: \$77,200

	# of Persons in Family							
	1	2	3	4	5	6	7	8
Extremely Low 30% Income Limits (\$)	\$16,250	18,550	21,960	26,500	31,040	35,580	40,120	44,660
Very Low 50% Income Limits (\$)	\$27,050	30,900	34,750	38,600	41,700	44,800	47,900	51,000
Low 80% Income Limits (\$)	\$43,250	49,400	55,600	61,750	66,750	71,650	76,600	81,550

City of Mauldin 2020 Census data & ACS – 2015-2019

- Total population
 - 2020 data: 24,724
 - 2010 data: 22,889
- Persons in poverty: 6.5% of gross population
- Owner occupied: 67.5%
- Median value of owner-occupied: \$170,000
- Median Income: \$67,902
- Median gross mortgage: \$1,203
- Median gross rent: \$1,101
- Persons per household: 2.91



“Out of Reach”-Affordability Data

Greenville County – FMR 2020 & 2021 Greenville County

Year	0 bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 bedroom
2020	\$628	\$740	\$842	\$1,127	\$1,362
2021	\$731	\$826	\$942	\$1,254	\$1,518

- In South Carolina, a SSI recipient (receiving \$783 monthly) can afford monthly rent of no more than **\$234**, while the Fair Market Rent for a one-bedroom unit is **\$826 (2021)**.
- Individual earning \$10 per hour with Annual Income of 20,800 can afford monthly rent of \$520.00. Individual earning \$16,250 can afford monthly rent of \$406.25 (hourly rate is \$7.81)
- In South Carolina, one worker earning the **Minimum Wage** (\$7.25 per hour) must work **88 hours per week, 52 weeks per year** to earn \$33,040 in order to afford a one bedroom for \$826 of the area's Fair Market rent.

Employment and Income in Greenville-Anderson-Mauldin MSA

Education,
training, and
library:
\$24.27/hour



Protective
service:
\$17.23/hour

Construction
and extraction:
\$19.52/hour



Production:
\$17.91/hour

Questions?

GCRA: 864-242-9801
for comments and questions