CITY COUNCIL MEETING

MONDAY, FEBRUARY 19, 2024 | 7:00 PM

City Council will meet in the Mauldin City Hall Council Chambers, 5 East Butler Road

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

CITY OF MAULDIN
COUNCIL MEETING AGENDA
FEBRUARY 19, 2024
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 Merrit
Kim Guthrie, President, Greater Mauldin Chamber of Commerce

3. Reading and Approval of Minutes Mayor Merritt
a. City Council Meeting- January 16, 2024 [Pages 4-8]
Council Goals Session- February 1, 2024 [Page 9]

4. Public Comment Mayor Merritt

5. Report from City Administrator Seth Duncan

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 Steenback)
f. Recreation (Chairperson Allgood)

7. Unfinished Business- Mayor Merritt
Ordinances- 2nd Reading

None

Standing Committee Items

None

8. New Business Mayor Merritt
Ordinances – 1st Reading

a. Ordinance to Sell Butler Road Property for ROW [Pages 10-81] Chairman Kraeling

b. Ordinance to Amend the Zoning Ordinance Establishing Regulations for Temporary Uses and Structures [Pages 82-96] — Chairman Steenback

Standing Committee Items

c. SCIIP Grant Contractor Selection [Pages 97-117] — Chairman Kraeling

Committee of the Whole

d. Cultural Center Art Selection [Pages 118-126]

9. Public Comment — Mayor Merritt

10. Council Concerns — Mayor Merritt

11. Adjournment — Mayor Merritt

MINUTES
CITY OF MAULDIN
COUNCIL MEETING
JANUARY 16, 2024
CITY HALL COUNCIL CHAMBERS, 5 E. BUTLER ROAD
7:00 p.m.

Members present were Mayor Terry Merritt, Council members Taft Matney, Carol King, Jason Kraeling, Michael Reynolds, Frank Allgood, and Mark Steenback.

Others present were City Administrator Seth Duncan and City Attorney Daniel Hughes.

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

2. Proclamations and Presentations
a. Presentations
Pat Pomeroy Retirement

Christina Ortiz shared a story of opening her State Farm business in Mauldin and how Pat Pomeroy and the Chamber were instrumental in her business' success.

Mayor Merritt presented Ms. Pomeroy with a proclamation and plaque.

3. Reading and Approval of Minutes
a. City Council Meeting- December 18, 2023

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

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

Special Called Council Meeting- January 2, 2024

Motion: Councilman Reynolds made a motion to approve the minutes with Councilman Allgood seconding.

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

4. Public Comment- None

5. Report from City Administrator-

Seth Duncan reported Mauldin Police Department recently met with the Greater Mauldin Chamber of Commerce to begin planning for the 2024 Mauldin Christmas Parade. The primary date for the parade will be December 7th and December 14th will be the planned makeup date in the event of rain. Additionally, due to expected construction on E. Butler as part of the Build a Better Butler project, the parade route will be moved for the next few years to Holland Road. At this time, event organizers are planning for the parade to begin at the Golden Strip Career School and terminate at BridgeWay Station.

Benchmark Planning was recently selected to facilitate the development of the City's Strategic Plan. The Plan will establish the City's vision and priorities around the issues that matter most. Staff recently kicked off this project with Benchmark and will be organizing initial focus groups with community leaders, city departments, business leaders and others. Benchmark is planning two Focus Group Meetings in the coming weeks and is preparing a community survey. After the focus groups, Benchmark will meet with Council to provide an overview of the process and provide initial issue identification and SWOT analysis. Work will continue through the spring and we can expect a draft Strategic Plan by the end of the fiscal year.

Council will be meeting on several occasions over the next few months to set goals, review a proposed budget, and adopt the final FY 2025 budget. The list of meeting dates are as follows:

- Goal Setting Session – Thursday, February 1st at 6pm
- Budget Workshop I – Thursday, March 14th at 6pm
- Budget Workshop II – Thursday, March 28th at 6pm
- First Reading & Public Hearing – Monday, May 20th at 7pm
- Second Reading – Monday, June 17th at 7pm

6. Report from Standing Committees

a. Finance and Policy (Chairperson Reynolds)- Chairman Reynolds mentioned the budget process and that the committee would soon be looking at the employee personnel policy. Chairman Reynolds said how much he would miss Ms. Pomeroy.

b. Public Safety (Chairperson King)- Chairwoman King thanked the police, fire and public works departments for their work during the rain event last week. She then mentioned that Cpl. Harley Sefcik became certified with car seat installation to provide this service to the community. Chairwoman King thanked Ms. Pomeroy for everything she has done for Mauldin.

c. Public Works (Chairperson Kraeling)- Chairman Kraeling complimented the Public Works department for their hard work during the rain last week.

d. Economic Planning & Development (Chairperson Matney)- Chairman Matney also mentioned the rain event and thanked the city departments for their response. He then thanked Pat for being a touch point for City businesses.

e. Building Codes (Chairperson Steenback)- Chairman Steenback reported that business license renewals have started. He thanked Ms. Pomeroy for her direction when he was contemplating running for Council.

f. Recreation (Chairperson Allgood)- Chairman Allgood reported spring sports registrations are being held now. Basketball has already begun, and the courts are all busy. He thanked Ms. Pomeroy for her friendship over the years.

7. Unfinished Business-

Ordinances- 2nd Reading

None

Standing Committee Items

None

8. New Business

Ordinances – 1st Reading

None

Standing Committee Items

a. Cultural Center Front Steps Replacement- Staff solicited quotes from construction companies and concrete contractors for the removal/replacement of the MCC front steps. In discussions with the different vendors, it was recommended that the stairs be lengthened and widened in order to decrease the ascent angle of the staircase. This would allow for easier pedestrian access due to the wider spacing of the staircase, and it would improve safety by giving increased depth and a shallower rise for each step. Lights would also be installed on the façade of the building, giving additional lighting for the staircase. Because the staircase has an aesthetic component, staff requests that City Council approve the design of a new staircase.

Motion: Chairman Matney made a motion to approve the design for a new staircase with Councilwoman King seconding.

Councilman Allgood asked how many bids were received. Mr. Charles said bids have not been received yet, but he reached out to three firms for a proposed design.

Councilman Allgood asked how much was left in the safety and security budget line item for the Cultural Center. Mr. Charles answered approximately $314,000. Councilman Allgood then asked if a ramp was considered. Mr. Charles said a ramp was considered, but because of the height of the staircase, a ramp would have to slope off of the sides and would be steep. There are already ramps on the sides of the building that will allow access. Councilman Allgood wants to make sure there is signage directing people to the existing ramps.

Councilman Reynolds asked if handrails were included in the quote. Mr. Charles answered yes. Mr. Duncan said the staircase would have to meet all codes and standards. The aesthetic portion is all that needs to be discussed tonight.

Councilman Reynolds said he would like the staircase to match closely with the building. Mayor Merritt said this building is historical and hopes the aesthetics of the facade will be preserved. He would like the front façade preserved when the lighting is installed.

Councilwoman King agreed with the Mayor's comment regarding the brick pillars being preserved. She thinks the bricks will be able to be matched.

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

b. Cultural Center Mural- City Council authorized an expenditure of $5,000 from the Community Development Department's FY 2024 Advertising line item at its June 19, 2023, Council Meeting to go towards the mural on the Cultural Center. Leadership Golden Strip will provide the balance of the funding to install the mural.

Staff recommends City Council grant authority to the City Administrator and/or mayor to execute the Design Approval of the Leadership Golden Strip mural.

Motion: Chairman Matney made a motion to approve the mural design with Councilman Kraeling seconding.

In response to a question from the Mayor, Seth Duncan said this vote tonight does not obligate funding for additional panels that may be done in the future.

Councilman Allgood said there was conversation last time that the businesses represented on the mural be contacted to make sure we could use their images. Mr. Duncan said the images fall under public domain because it is art. The City is not making money from use of the images.

Councilman Steenback asked if there is a timeline for the rest of the panels. Mr. Duncan said it could be included in the budget for FY 25. This is not a permanent feature and can be removed if the City does not want to fund it going forward.

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

9. Public Comment

Greg Parrish- 29 Oak Glen Road. Mr. Parrish commented on three topics. First is the fact that there are at least three Air BnBs in the neighborhood. He would like a clear understanding of the law the governs them. He asked if he could get a copy of the law.

The second item is located at 30 Oak Glen Drive. The "cube house", as it is known to some, is now two dwellings under one roof. There are two people, one upstairs and one downstairs, living in the house. Mr. Parrish is concerned about commercial property being mixed with residential.

His third issue deals with stormwater. There has been construction on his street and he would like information on the stormwater fund. Mr. Parrish has a problem with stormwater in his backyard. He was present at Council with his neighbor who has piping in his back yard that is exposed. Mr. Parrish wants to make sure the City fixes the stormwater system.

Mr. Parrish was given Mr. Duncan's contact information for further information on these concerns.

10. Council Concerns- None

11. Adjournment- Mayor Merritt adjourned the meeting at 7:50 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

Minutes
City Council Goals Workshop
February 1, 2024
6:00 p.m.

Members present were Mayor Terry Merritt, Council members Carol King, Taft Matney, Jason Kraeling, Frank Allgood, Michael Reynolds and Mark Steenback.

City Administrator Seth Duncan was also present.

1. Call to Order- Mayor Merritt at 6: 05 p.m.

2. Status Report on 2023-2024 Goals

City Administrator Duncan gave Council a report on the status of previous Council goals.

3. Council Discussion on 2024-25 Goals

4. Closing Remarks

5. Adjournment- Mayor Merritt adjourned the meeting at 9:04 p.m.

Respectfully Submitted.

Cindy Miller

Municipal Clerk

CITY COUNCIL

MEETING DATE: February 19, 2024
AGENDA ITEM: 8a

TO: City Council
FROM: Seth Duncan, City Administrator
SUBJECT: Sale of Property E. Butler

DISCUSSION

The City Council is being asked to approve the sale of certain property along E. Butler Road to SCDOT for the purpose of road improvements as part of the Butler Road Improvement Project.

HISTORY/BACKGROUND

In late November 2023, the City received the appraisal findings from ORC Real Estate Solutions for Infrastructure for the sale of 0.11 acre (5,161 SF) of land along E. Butler Road in front of City Hall and the old Fire Station. The property is being purchased by SCDOT as part of the Butler Road Improvement Project which will see the improvement of E. Butler Road from Bridges Road to HWY 276. Improvements will include stormwater changes, inclusion of a 10-foot multi-use path, intersection changes, and other improvements.

ANALYSIS or STAFF FINDINGS

The City owns a number of parcels along the project corridor and due to the nature of this project SCDOT is increasing its right-of-way throughout the project area. The parcels related to this appraisal are directly in front of City Hall and the old Fire Station. As described in Exhibit A from the documents below, SCDOT is seeking to acquire a thin strip of City property for the purpose of building a dedicated right-turn lane onto HWY 276.

The new right-of-way will affect several City features including a landscaped planter with tree, a brick retaining wall, existing landscaping, an irrigation vault, the Mauldin Police Department sign, City wayfinding sign, a memorial, and Blue Star Memorial Highway sign. These features will need to be relocated outside of the DOT's new right-of-way before project start. The cost to relocate these features is known as the "Cost to Cure" in the offer below.

SCDOT is offering the following compensation to the City:

$30,966.00	for fee simple title to 0.11 acre (5,161 SF) of land and all improvements thereon, if any, in fee simple.
$79,592.00	Cost to Cure
$110,558.00	Total

Staff have found the appraisal fair and cost to cure acceptable.

Also note, that as part of these improvements, SCDOT will be modifying access for the driveway used by Bohemian Bull. Post construction conditions will not allow for a full access driveway, therefore SCDOT will be converting it to a right-in, right-out access.

FISCAL IMPACT

The City will receive $110,558 for the sale of this property to SCDOT. Staff suggest dedicating those funds to Cost to Cure activities as described in the appraisal.

RECOMMENDATION

Staff recommends City Council approve the sale of this property to SCDOT as stated in the offer.

ATTACHMENTS

Appraisal Letter and Docs

MAULDIN ORDINANCE _____-2024

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

WHEREAS, the City of Mauldin ("City") owns certain road right-of-way property lying and situate within the city limits of Mauldin, County of Greenville along East Butler Road identified as Tracts 3, 4, 5, 6, 7, and 8 on the "SCDOT Area of Acquisition from Tracts 3, 4, 5, 6, 7, 8 Proj ID PO30563" attached hereto as Exhibit "A;" and,

WHEREAS, the South Carolina Department of Transportation ("the SCDOT") desires for the City to convey its interest in the area of acquisition from Tracts 3, 4, 5, 6, 7, and 8 shown on Exhibit "A" to the SCDOT as part of the SCDOT's Butler Road Improvements Project (*See* www.buildingabetterbutler.com); and,

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

WHEREAS, the Mayor and City Council find that it is in the best interest of the City of Mauldin to convey the area of acquisition from Tracts 3, 4, 5, 6, 7, and 8 as shown on Exhibit "A" to the SCDOT by quit-claim deed attached hereto as Exhibit "B" for the consideration stated in said deed.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Mauldin, that the Mayor of the City is hereby authorized, empowered, and directed to execute, acknowledge and deliver the quit-claim deed attached hereto as Exhibit "B."

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

Terry W. Merritt, Mayor

ATTEST:

Cindy Miller, Municipal Clerk

Introduced by: _____

First Reading: _____

Second Reading: _____

Approved as to form: _____
Daniel R. Hughes

ORC® REAL ESTATE SOLUTIONS FOR INFRASTRUCTURE

November 29, 2023

Town Of Mauldin
Attn: Seth Duncan
Post Office Box 249
Mauldin, SC 29662

RE: Project ID No. P030553 - Road S-107 (East Butler Road) - Greenville County - Tracts 3, 4, 5, 6, 7 & 8

Dear Mr. Duncan:

Reference is made to the above captioned project, under which the South Carolina Department of Transportation (SCDOT) proposes to acquire a portion of your property for this improvement as has been discussed with you previously. The Department must pay just compensation for the property which is based on an appraisal made by a qualified real estate appraiser using comparable sales in the area.

The appraisal, a copy of which is attached hereto, has been prepared, reviewed and approved, and I am now authorized to make you the following offer:

$ 30,966.00	for fee simple title to 0.11 acre (5,161 SF) of land and all improvements thereon, if any, in fee simple.
$ 79,592.00	Cost to Cure
$110,558.00	Total

Please give this offer your prompt attention and let me know your decision as soon as possible. Retain this information to report your payment according to IRS rules in Publication 544.

If I can be of any further assistance, do not hesitate to contact me.

Sincerely,

Jeremy Robertson
O. R. Colan Associates, LLC
Right of Way Agent

11/29/2023
Date Offer Made

THE STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

TITLE TO REAL ESTATE
Approximate Survey Stations

Road/Route	**Road S-107 (East Butler Road)**
Project ID No.	**P030553**
Tract	**003, 004, 005, 006, 007, 008**

103+00 To 108+00 Lt
Reloc S-107 (East Butler Road)
_____ To _____
_____ To _____

KNOW ALL MEN BY THESE PRESENTS, That I (or we) **Town of Mauldin aka City of Mauldin - Post Office Box 249, Mauldin, South Carolina 29662** in consideration of the sum of **One Hundred Ten Thousand Five Hundred Fifty Eight and No / 100 Dollars ($110,558.00)** and other valuable consideration to me (or us) in hand paid at and before the sealing and delivering thereof, by the South Carolina Department of Transportation, Columbia, South Carolina, receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release, unto the said South Carolina Department of Transportation, its successors and assigns, all that certain real property of the Grantor in fee simple absolute **for Roadway Improvements** on **S-107 (East Butler Road) from US Route 276 (Laurens Road) to S-941 (Bridges Road)**, State and County aforesaid, as shown on plans prepared by Infrastructure Consulting & Engineering for the South Carolina Department of Transportation and dated **April 6, 2023**

SPECIAL PROVISIONS:

(Tract 3) The above consideration is for all that certain parcel of land containing **0.02 acres (1,027 square feet)**, more or less, and all improvements thereon, if any, owned by **Town of Mauldin aka City of Mauldin**, shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. Property herein conveyed is along a relocated centerline as shown on plans between approximate survey stations 99+99.61 and 111+08.83 Reloc S-107. This being a portion of the property conveyed to Town of Mauldin by the Deed of G. Sidney Garrett, dated May 1, 1959, and recorded May 14, 1959, in Deed Book 625, at Page 1 in the Office of the Register of Deeds for Greenville County, South Carolina and shown as **Tax Map No. M003.01-02-013.00.**

(Tract 4) The above consideration is for all that certain parcel of land containing **0.02 acres (848 square feet)**, more or less, and all improvements thereon, if any, owned by **Town of Mauldin aka City of Mauldin**, shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. Property herein conveyed is along a relocated centerline as shown on plans between approximate survey stations 99+99.61 and 111+08.83 Reloc S-107. This being a portion of the property conveyed to Town of Mauldin by the Deed of G. Sidney Garrett, dated May 1, 1959, and recorded May 14, 1959, in Deed Book 625, at Page 1 in the Office of the Register of Deeds for Greenville County, South Carolina and shown as **Tax Map No. M003.01-02-012.00.**

(Tract 5) The above consideration is for all that certain parcel of land containing 0.03 acres (1,376 square feet), more or less, and all improvements thereon, if any, owned by **Town of Mauldin aka City of Mauldin**, shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. Property herein conveyed is along a relocated centerline as shown on plans between approximate survey stations 99+99.61 and 111+08.83 Reloc S-107. This being a portion of the property conveyed to Town of Mauldin by the Deed of C.W. Barbrey and Mary Sue L. Barbrey, dated February 29, 1960, and

GRANTEE'S ADDRESS (Return Address): SCDOT, Director, Rights of Way, P. O. Box 191, Columbia, SC 29202-0191

Date Checked _____ **By** _____

Project ID No. P030553 **Tract** **003, 004, 005, 006, 007, 008**

recorded February 29, 1960, in Deed Book 645, at Page 360 in the Office of the Register of Deeds for Greenville County, South Carolina and shown as **Tax Map No. M003.01-02-011.00.**

(Tract 6) The above consideration is for all that certain parcel of land containing **0.01 acres (568 square feet)**, more or less, and all improvements thereon, if any, owned by **Town of Mauldin aka City of Mauldin**, shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. Property herein conveyed is along a relocated centerline as shown on plans between approximate survey stations 99+99.61 and 111+08.83 Reloc S-107. This being a portion of the property conveyed to City of Mauldin by the Deed of Sarah Mahaffey, aka Sara P. Mahaffey, dated January 31, 1975, and recorded February 5, 1975, in Deed Book 1014, at Page 205 in the Office of the Register of Deeds for Greenville County, South Carolina and shown as **Tax Map No. M003.01-02-010.00.**

(Tract 7) The above consideration is for all that certain parcel of land containing **0.00 acres (61 square feet)**, more or less, and all improvements thereon, if any, owned by **Town of Mauldin aka City of Mauldin**, shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. Property herein conveyed is along a relocated centerline as shown on plans between approximate survey stations 99+99.61 and 111+08.83 Reloc S-107. This being a portion of the property conveyed to City of Mauldin by the Deed of J. Doyle Launius, dated August 29, 1975, and recorded September 3, 1975, in Deed Book 1023, at Page 645 in the Office of the Register of Deeds for Greenville County, South Carolina and shown as **Tax Map No. M003.01-02-009.02.**

(Tract 8) The above consideration is for all that certain parcel of land containing **0.03 acres (1,281 square feet)**, more or less, and all improvements thereon, if any, owned by **Town of Mauldin aka City of Mauldin**, shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. Property herein conveyed is along a relocated centerline as shown on plans between approximate survey stations 99+99.61 and 111+08.83 Reloc S-107. This being a portion of the property conveyed to City of Mauldin by the Deed of 709 Augusta Arbor Partners, LLC, Achara Real Estate 1, LLC and 60 Mike, LLC, dated November 11, 2022, and recorded November 15, 2022, Deed Book 2673 at Page 4183; This being a portion of the property conveyed to 709 Augusta Arbor Partners, LLC (a 40% interest), Achara Real Estate 1, LLC (a 50% interest), and 60 Mike, LLC (a 10% interest); by Deed of Truist Bank, fka Branch Banking and Trust Company of South Carolina, as successor by merger to Southern National Bank of South Carolina, as successor by merger to The First Savings Bank, FSB, fka First Federal Savings and Loan Association of South Carolina, dated and recorded September 12, 2022, in Deed Book 2668 at Page 2359; This being the same property conveyed to First Federal Savings and Loan Association of South Carolina by Deed of R.V. Chandler & Company, Incorporated, dated August 5, 1983, and recorded August 9, 1983 in Deed Book 1194 at Page 97 in the Office of the Register of Deeds for Greenville County, South Carolina and shown as **Tax Map No. M003.01-02-009.00.**

Together with, all and singular, the rights, members, hereditaments and appurtenances thereunto belonging, or in any wise incident or appertaining.

And I (or we) do hereby bind myself (or ourselves), and my (or our) successors, to warrant and forever defend all and singular said premises unto said South Carolina Department of Transportation, its successors and assigns, against myself (or ourselves) and our successors in interest and anyone claiming under us and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

GRANTEE'S ADDRESS (Return Address): SCDOT, Director, Rights of Way, P. O. Box 191, Columbia, SC 29202-0191

Date Checked _____ **By** _____

Project ID No. P030553 **Tract** **003, 004, 005, 006, 007, 008**

TO HAVE AND TO HOLD in fee simple, absolute and singular the said property and the rights hereinbefore granted, unto the said South Carolina Department of Transportation, its successors and assigns forever.

IN WITNESS WHEREOF, I (or we) have hereunto set my (or our) hand(s) and seal(s) this day of , in the year of our Lord, Two Thousand and _____.

Signed, sealed and delivered in the presence of:

Town of Mauldin aka City of Mauldin

_____
1st Witness

_____
Print Name Grantor (L.S.)

By its: Title

_____
2nd Witness

_____
Grantor (L.S.)

NOTE: All right of way agreements must be in writing and are subject to rejection by the South Carolina Department of Transportation.

THE STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____ by _____ of Town of Mauldin aka City of Mauldin.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

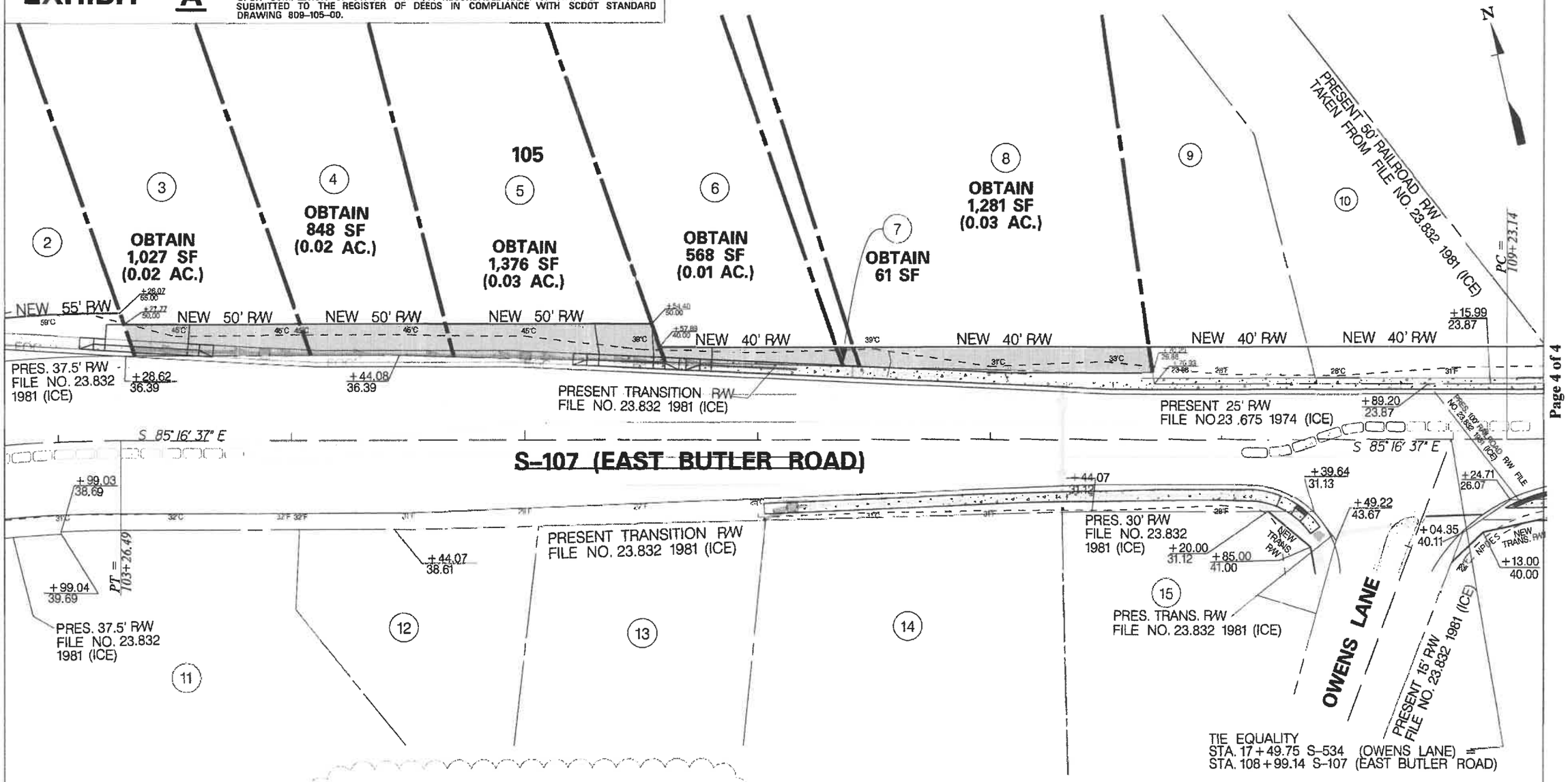
NOTARY PUBLIC FOR THE STATE OF _____

My Commission Expires: _____
(Affix seal if outside SC)

Project ID No. P030553 **Tract** **003, 004, 005, 006, 007, 008**

EXHIBIT "A"

THIS EXHIBIT IS A GRAPHIC REPRESENTATION OF THE "AREA OF ACQUISITION" AND IS IN DIRECT REFERENCE TO ENGINEERING PLANS, A COPY OF WHICH CAN BE OBTAINED FROM SCDOT HEADQUARTERS; 955 PARK STREET, COLUMBIA, SC 29201. ADDITIONALLY, UPON COMPLETION OF CONSTRUCTION, A RECORDABLE RIGHT OF WAY PLAT SHALL BE SUBMITTED TO THE REGISTER OF DEEDS IN COMPLIANCE WITH SCDOT STANDARD DRAWING 809-105-00.



TRACTS 3,4,5,6,7, & 8
TOTAL OBTAIN = 5,161 SF
(0.11 AC.)

NOTE:
RELOCATE S-107 CENTERLINE BETWEEN STA. 99+99.61 AND STA. 111+08.83

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
AREA OF ACQUISITION FROM TRACTS 3,4,5,6,7,8 Proj ID P030553

PREPARED	SCALE	COUNTY
08/24/2023	25 0 50 FEET	GREENVILLE

REQUEST FOR SOCIAL SECURITY NUMBER OR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

ACQUISITION INFORMATION

County: Greenville

Tax Map Number:
Tr. 3 - M003.01-02-013.00
Tr. 4 - M003.01-02-012.00
Tr. 5 - M003.01-02-011.00
Tr. 6 - M003.01-02-010.00
Tr. 7 - M003.01-02-009.02
Tr. 8 - M003.01-02-009.00

Road/Route: Road S-107 (East Butler Road)

Claim Amount: **$110,558.00**

Project ID No.: P030553

Tract(s) 003, 004, 005, 006, 007, 008

Acquisition Area:
Tr. 3 - 1,027 SF (0.02 AC)
Tr. 4 - 848 SF (0.02 AC)
Tr. 5 - 1,376 SF (0.03 AC)
Tr. 6 - 568 SF (0.01 AC)
Tr. 7 - 61 SF (0.00 AC)
Tr. 8 - 1,281 SF (0.03 AC)
(Sq. Ft/Acres)

REPORTING INFORMATION

You are required by law to provide the South Carolina Department of Transportation (hereinafter, "SCDOT") your correct Social Security Number or Taxpayer Identification Number. If you do not provide SCDOT your correct Social Security Number or Taxpayer Identification Number, you may be subject to civil or criminal penalties imposed by law.

Please Print or Type:

Individual or Business Name: **Town of Mauldin aka City of Mauldin**
(If husband and wife file jointly, enter both names and circle the name of the person whose Social Security Number is being used.) **Note: Please enter name as it appears on your social security card or business name for tax purposes.**

Social Security Number or TaxPayer ID Number: _____

Mailing Address: Post Office Box 249

City: Mauldin **State:** SC **Zip Code:** 29662

You are further requested to provide to the South Carolina Department of Transportation the dollar amount of your share of the gross proceeds, or if gross proceeds are not known, the percentage of your share.

Your Share: **$** _____ **or** _____ **% of Ownership**

Under penalties of perjury, I certify that the number shown on this statement is my correct Social Security Number or Taxpayer ID Number and I am a U.S. citizen or legal alien.

_____ _____

Date **Signature of Landowner**

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at **227 Butler Road, Mauldin, South Carolina 29663**, bearing **Greenville** County Tax Map Number **Tr. 3 - M003.01-02-013.00, Tr. 4 - M003.01-02-012.00, Tr. 5 - M003.01-02-011.00, Tr. 6 - M003.01-02-010.00, Tr. 7 - M003.01-02-009.02, Tr. 8 - M003.01-02-009.00**, was transferred by **Town of Mauldin aka City of Mauldin** to the South Carolina Department of Transportation on ____.

3. Check one of the following: The deed is

(a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) ___X___ exempt from the deed recording fee because (See Information section of affidavit): Item 2 – transferring realty to the federal government or to a state, its agencies and departments, and it political subdivisions, including school districts.

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ____ or No _____.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

(a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.

(b) _____ The fee is computed on the fair market value of the realty which is _____.

(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: $ 0

(b) Place the amount listed in item 5 above here: $ 0
(If no amount is listed, place zero here.)

(c) Subtract Line 6(b) from Line 6(a) and place result here: $ 0

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $ 0.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Right of Way Agent acquiring property for the South Carolina Department of Transportation.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

_____

Responsible Person Connected with the Transaction

_____

Print or type the above name here

SWORN to and subscribed before me this _____

_____day of _____, 20____.

Notary Public for _____

My Commission Expires:_____

Notary (L.S.) _____

Notary (printed name) _____

APPRAISAL REPORT

Project ID No. P030553	Road S-107 (East Butler Road)	County Greenville	Tract(s) 3,4,5,6,7,8

(1) **Tract Location:** 227 Butler Road, Mauldin, SC 29663
Property Owner: Town of Mauldin
Address: PO Box 249, Mauldin SC 29662



Areial View of Subject Property

PREPARED FOR:
South Carolina Department of Transportation

(2) **Prior to inspection the owner was contacted by certified letter and invited to be present during inspection of this property. The tract was inspected on 10/3/2023 and on 10/30/2023 and we were accompanied by Seth Duncan Mr. Duncan explained that the fire station will be decommissioned once a new building now under construction is completed, and he pointed out that memorial stones for K-9's will be relocated. .**

PREPARED BY:

(3) **Inspecting Appraisers:** Deborah L. Tripp, MAI, SRA
S. C. Certified General Real Estate Appraiser CG1132

Firm Name: Property Solutions, LLC

APPRAISAL DETAILS AND REQUIREMENTS

(4) PROPERTY RIGHTS APPRAISED: Fee Simple

(5) PURPOSE OF THE APPRAISAL: To estimate the difference in the market value of this property caused by the acquisition of the right of way for the proposed construction of this project.

(6) INTENDED USE: To assist the South Carolina Department of Transportation in negotiations with the property owner concerning an eminent domain acquisition.

Market value is defined as "The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.
SOURCE: The Appraisal Institute, The Dictionary of Real Estate Appraisal, 4th Edition

(7) INTENDED USER: The South Carolina Department of Transportation, its Rights-of-Way Department, its consultants, its Legal Department and Associate Legal Counsel.

(8) EXPOSURE TIME: 12 to 24 months

(9) FIVE-YEAR SALE HISTORY:

Date	Sale Price	Deed Reference
Tract 8: 11/11/2022	$525,000	2673/4183
All other tracts are 1975 or prior conveyances	$	
	$	
Comments: Tract 8 was conveyed at a market price in 2022. All other tracts were conveyed in 1975 or prior to 1975 and are not relevant to this analysis.		

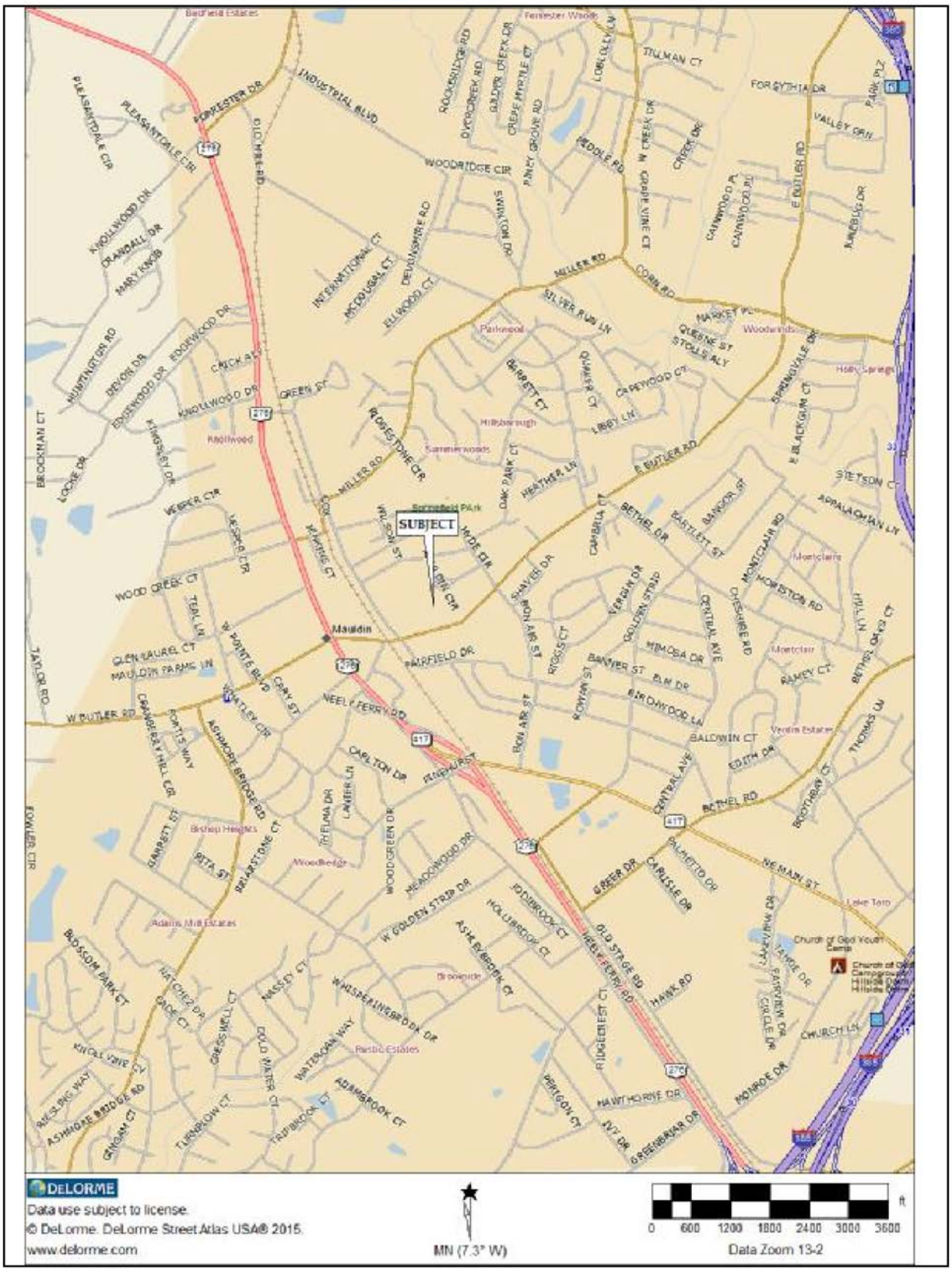
(10)		CURRENT LISTING:		PENDING CONTRACT:
		None		None

(11)	ASSESSMENT AND TAXES:					
	Tax Parcel ID No.:	Tr. 3 - M003010201300, Tr. 4 - M003010201200, Tr. 5 - M003010201100, Tr. 6 - M003010201000, Tr. 7 - M003010200902, Tr. 8 - M003010200900				
	Tax Year:	2023				
	Land Value	$848,080	Improvement Value	$0	Total Assessed Value:	$848,080
	Real Estate Taxes:	Exempt				

(12)	**CURRENT ZONING ANALYSIS: Zoned CRD – Central Redevelopment District**			
	District:	**7969 - City of Mauldin**	**Current Conformity:**	**Legal Conforming**
	MININUM REQUIREMENTS:			
	Front Setback:	**0’ minimum 15’ maximum**		
	Rear Setback:	**None unless adjacent to residential district, then 10’**		
	Side Setback:	**None unless adjacent to residential district, then 10’**		
	Building Height:	**55’**		
	# Parking Spaces:	**1/600 Sq. Ft. for office use; otherwise depends on use**		
	Road Frontage:	**None noted**		
	Maximum Building Size:	**None noted**		
	Comments:	**The Central Redevelopment District is “to encourage the re-development of the central core of the city in such a way as to create an identifiable and pedestrian friendly downtown, and to create a district where individuals can live, dine, shop, and work.”** **An “as built” survey is needed to ascertain conformity to other setbacks, etc.**		

Please note: this form is only a portion of the entire appraisal report. The accompanying sales brochure is incorporated herein by reference. The building improvements will not be adversely affected by the acquisition and will not be appraised herein.

SUBJECT LOCATION MAP



SUBJECT TAX MAP



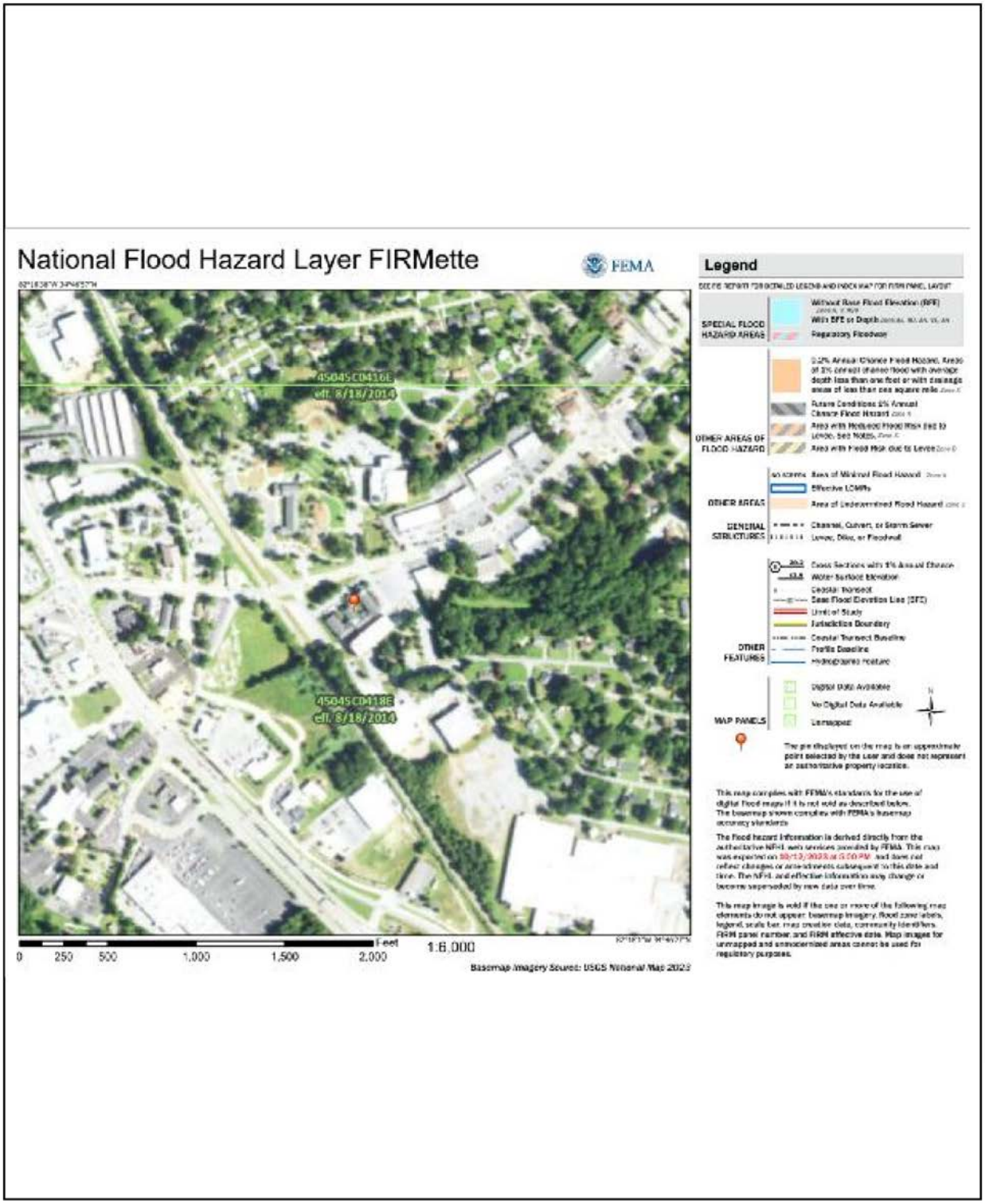
SUBJECT ZONING MAP

CRD



FEMA FLOOD MAP

Flood Panel: 45045C0416E **Date: 8/18/2014**



SUBJECT PHOTOGRAPHS (1 – 3)

Address/Location: 216-218 E Butler Rd, Mauldin, SC 29662

Photos Taken By: Jessica Bryson **Date of Photos:** October 3, 2023



1) **1) Acquisition looking east**



2) **2) Acquisition looking east**



3) **3) Acquisition looking east**

SUBJECT PHOTOGRAPHS (4 – 5)

Address/Location: 216-218 E Butler Rd, Mauldin, SC 29662

Photos Taken By: Jessica Bryson **Date of Photos:** October 3, 2023

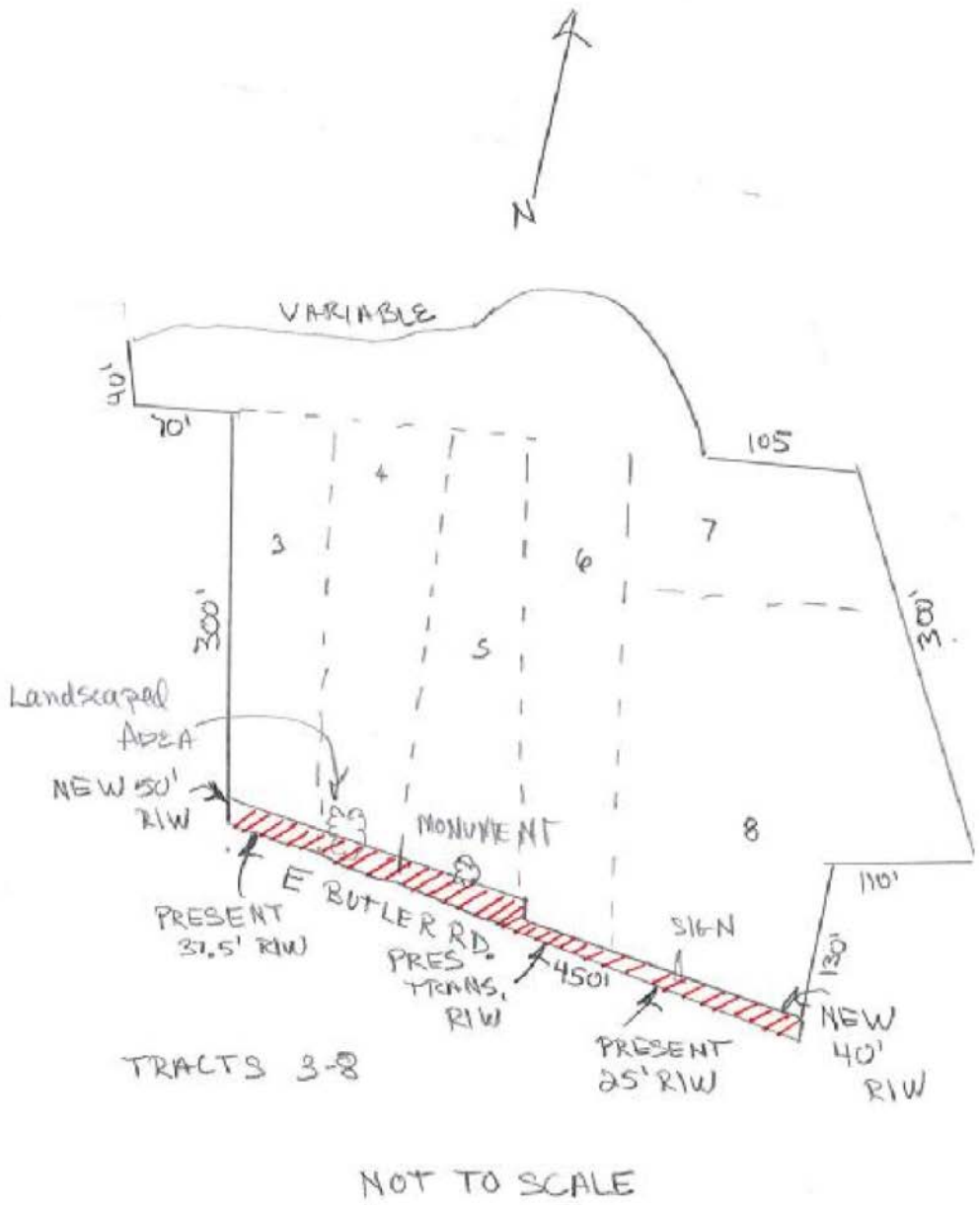
4) **Acquisition Area**



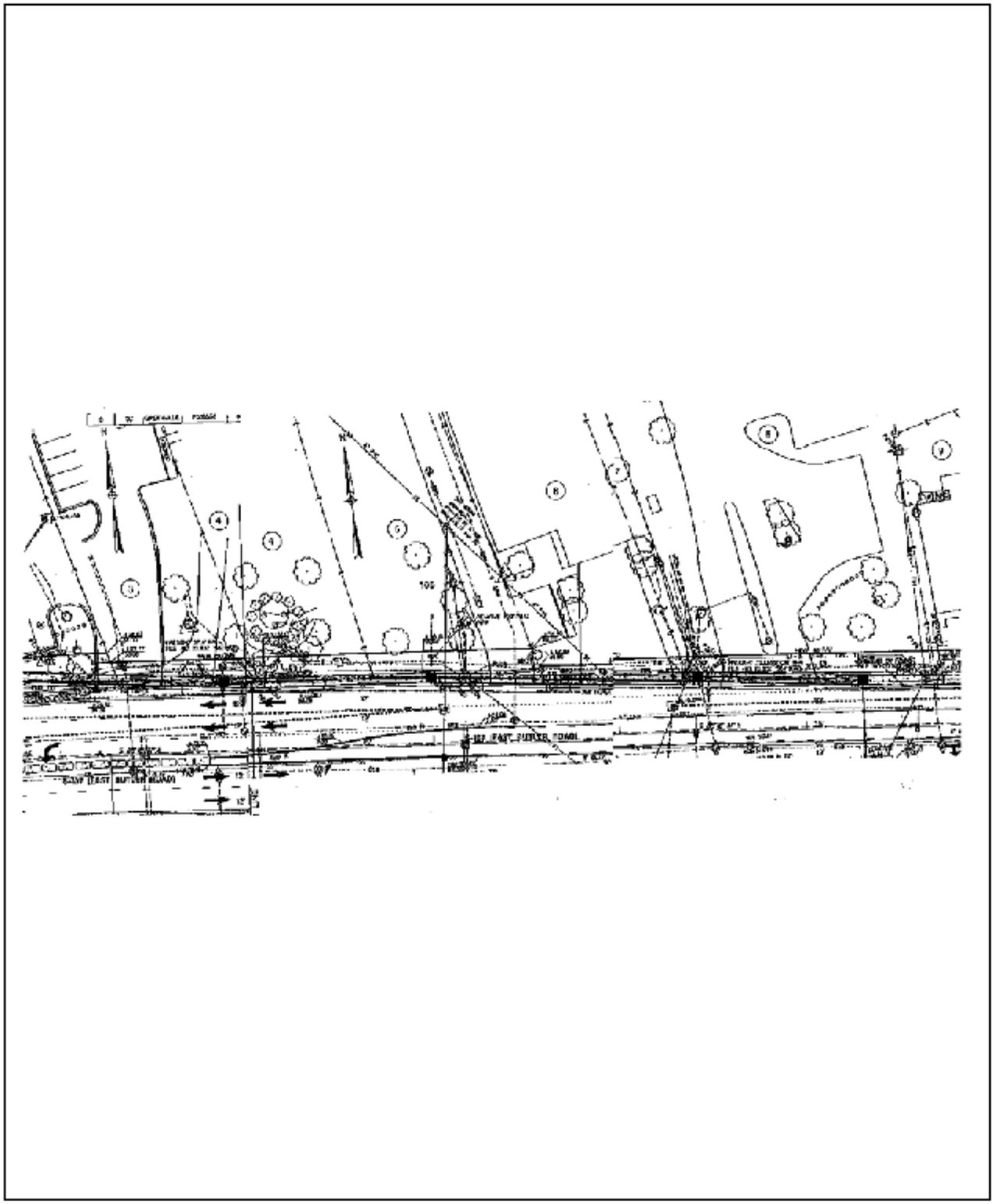
5) **Acquisition Area**



SUBJECT SKETCH



SUBJECT PLAN SHEET



(13) Scope of Work:

The scope of work is a written set of expectations that form an agreement or understanding of the appraisal assignment between the appraiser and SCDOT as to the specific requirements of the appraisal.

The scope of work generally encompasses the following: (except where deviating from the norm is agreed upon with SCDOT (the client) and/or the appraiser; or in the case of instruction from the client as to the desired type of value requested or extent of the written report).

The amount and type of information researched and the analysis applied in an assignment as required by the Uniform Act and SCDOT Appraisal Manual. Scope of work includes, but is not limited to, the following:

The degree to which the property is inspected or identified; The extent of research into physical or economic factors that could affect the property; The extent of data research; and the type and extent of analysis applied to arrive at opinions or conclusions.

Specific Scope of Work: The goal of the appraisal process is to conclude a credible appraisal based on the intended use and users, property characteristics, and type of value sought. This begins with general data collection, then narrows to the collection of neighborhood data followed by collection of data and analysis with regard to the site, and any improvements. The highest and best use of the property being appraised is then analyzed. Market data is collected in order to proceed with an appraisal analysis which forms a credible appraisal and reconciliation into a final value opinion using the appropriate approach(es) to value. The analysis is condensed to the preparation of an appraisal report.

The project, known as the Butler Road Improvements Project, encompasses 1.7 miles from US 276 (N. Main Street) to Corn Road/Bridges Road, about one mile south of the I-385 interchange. The purpose of the project is to provide additional capacity to address existing and future traffic congestion and to provide for improved bicycle access to the adjacent high school. It includes improvements to a bicycle-pedestrian/multiuse path on one side of the road, construction of curb and gutter and a sidewalk on the opposite side. Existing culverts with two bridges over Gilder Creek will be replaced, and intersection improvements will be added and modified on Old Mill Road and Bethel Drive, and intersection improvements at Murray Drive/Fairfield Drive.

Project Influence: The appraiser has disregarded any decrease or increase in the market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner. 49 CFR 24.103 (b).

A. Inspection of the subject

This phase of the appraisal involves a physical inspection of the subject property, as specified by the SCDOT Appraisal Manual and Uniform Act. The subject was inspected on. **10/3/2023 and 10/30/2023**.

B. Extent of research

This involves the collection of data on national, state, regional and local trends, and an identification and analysis of the social, economic, environmental and governmental forces affecting the market value of the subject property. SCDOT provided plans and ownership information. The appraisers have relied on plans dated August 2, 2023.

C. Extent of data research

Data research involves the inspection of the subject property, the neighborhood and collecting and analyzing data from the market area that affects the value of the subject property. I have performed research of the sales comparables similar to the subject and confirmation of those sales comparables in the past five years. An extensive search of similar properties in **Greenville** County was undertaken. I also talked with real estate agents and appraisers familiar with the area.

D. Type and extent of analysis applied to arrive at opinion or conclusion.

This phase of the appraisal process involves analyzing all of the previously gathered data and determining the Highest and Best uses of the subject properties within the framework of the supply and demand, legal uses of the subject properties, and possible physical uses of the subject properties as if vacant, or as improved.

The South Carolina Department of Transportation requires that the Sales Comparison Approach be demonstrated for all improved properties unless unusual circumstances preclude its development, or the improvements are determined to be unaffected by the acquisition. The Cost Approach shall be considered when the impacted improvements are less than ten years old, a special-use property, or when sufficient comparable sale or lease information is not available. The SCDOT requires application of the Income Approach on all investment and income-producing properties where existing improvements might be impacted by the project.

The conclusions have been reported in a SCDOT Standard format in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP), Uniform Act and SCDOT Appraisal Manual.

> **The SCDOT Right of Way plans identify the subject (before size) as Tracts 3,4, 5,6,7 & 8 containing 4.666 acres or 203,251 square feet of land.**

Adequate data was available to complete the analysis. The before value is subject to the extraordinary assumption that the new right of way does not exist and will not exist. The after value is subject to a hypothetical condition recognizing the value of the subject as if new right of way already existed.

(14) Description of Property Before and After the Acquisition:

Utilities: Electricity ☒, Gas ☒, Well ☐, Public Water ☒, Septic Tank ☐, Public Sewer ☒, Other ☐

DESCRIPTION	BEFORE	AFTER
Present Use:	**Governmental Use**	**Governmental Use**
Site Size (Combined)	**4.666 acres or 203,251 square feet**	**4.548 acres; 198,090 sq. ft.**
Acquisition Size:	**Total Acquisition All Tracts – 5,161 SF (0.11 acre)**	
Zoning:	**CRD**	**CRD**
Zoning Conformity:	**Legal Conforming**	**Same**
Corner Influence:	**Corner-Signal**	**Corner-Signal**
Primary Frontage (Linear Feet):	**450' +/-**	**450' +/-**
Secondary Frontage(s) (Linear Feet):	**N/A**	**N/A**
Visibility:	**Typical**	**Typical**
Ingress/Egress **Primary Road:** **Secondary Road(s):**	**Full Access**	**Similar**
Grade at Road Level:	**Variable Grade**	**Variable Grade**
Shape:	**Irregular**	**Irregular**

Additional Comments: **Not a corner site; not located in a flood zone.**

(15) Highest and Best Use Before and After the Acquisition:

BEFORE - AS VACANT:

Legally Permissible:

Zoned CRD, Central Redevelopment District, permitting hotel, health care, library, public admin., public safety, social assistance, communication, dry cleaning, financial svcs, health and personal care svcs, offices, prof. svcs, pet svcs, restaurant, retail sales, grocery, fitness, event center, stores, theaters, public park. Parking for retail uses depends on the specific use (i.e. community service requires one parking space per 500 square feet, whereas offices require one space per 600 square feet of building).

Physically Possible:
All utilities are on site. Traffic counts on E Butler Road provide excellent exposure.

Financially Feasible:
Surrounding uses include both office, service and retail uses. Population and income levels are strong. Any use that is capable of generating a positive return is feasible. Given the above, the most financially feasible use for the site is retail use on the subject's upland.

Maximally Productive:
The most maximally productive use of the site if vacant is for retail development.

BEFORE - AS IMPROVED:

As the site is being valued as if it is vacant, the highest and best use as improved is not applicable.

AFTER – AS VACANT:

The subject site will not be an uneconomic remainder after the acquisition. The Highest and Best Use After the Acquisition is the same as the Highest and Best Use Before the Acquisition.

Based on the preceding discussion, my opinion of the highest and best use of the subject property is for retail utilization.

(16) Description of the Area Acquired:

The subject tracts have approximately 450' combined feet of frontage along E Butler Rd. While the present right-of-way is 25' in width, the new right-of-way will be 40' in width in some places and 50' width in others. The acquisition contains 5,161 total square feet, or 0.11 acres of land.

(17) Valuation Analysis:

A: Land Valuation – Sales Comparison Approach

	Subject	Sale 8	Sale 9	Sale 11	Sale 12
Land Type	Governmental	Commercial	Commercial	Commercial	Commercial
Name		Maverick Yds.	Maverick Yds.	Oasis Animal Hosp.	Medical Planned
Street Address	N/S E Butler Mauldin	Jenkins Ct. at Jenkins St. Mauldin	Jenkins Ct. Mauldin	900 W Butler, Mauldin	216-218 E Butler
Sale Date		4/5/2023	4/5/2023	4/5/2023	2/1/2021
Size in Acres	4.666	2.625	2.76	2.02	10.793
Size in Square Feet	203,251	114,345	120,226	87,991	470,143
Sale Price		$575,000	$575,000	$540,000	$1,300,000
Price per Acre		$219,048	$208,333	$267,327	$120,448
Price per Square Foot		$5.03	$4.78	$6.14	$2.77
Zoning	CRD	CRD	CRD	PD	C-2
Topography	Level	Level	Level	Level	Sloping
Traffic Counts in VPD	14400 / 38,000	N/A - Internal site	N/A - Internal site	24,500	15,900
Planned Use		Mixed Use	Mixed Use	Medical	Medical
Corner	Yes	N/A	N/A	No	No
Flood Zone	No	No	No	No	Yes 17%
Adjustments:					
Property Rights		0%	0%	0%	0%
Adjusted Price		$5.03	$4.78	$6.14	$2.77
Financing		0%	0%	0%	0%
Adjusted Price		$5.03	$4.78	$6.14	$2.77
Conditions of Sale		0%	0%	0%	0%
Adjusted Price		$5.03	$4.78	$6.14	$2.77
Market Conditions	8%	0%	0%	0%	21%
Adjusted Price per Sq. Ft.		$5.03	$4.78	$6.14	$3.35
Location/Exposure/Access		10%	10%	0%	0%
Size/Utility		0%	0%	0%	0%
Topography/Shape		0%	0%	0%	0%
Zoning		0%	0%	0%	0%
Utilities		0%	0%	0%	0%
Corner		10%	10%	10%	10%
Flood Zone		0%	0%	0%	35%
Net Adjustment		20%	20%	10%	45%
Indicated Value/Sq. Ft.		**$6.04**	**$5.74**	**$6.75**	**$4.86**

Explanation and Support of Adjustments:

A market conditions/time adjustment is applied to all sales and is based on paired sales analysis, as discussed in the Sales Brochure., Sales 8 and 9 are adjusted for Location/Exposure/Access as they are inferior interior sites, which is based on paired sales discussed in the Sales Brochure. Sale 12 is adjusted for having a portion of the site being in a flood hazard area based on paired sales discussed in the Sales Brochure. No other adjustments are warranted. The subject's land value has been developed using the Sales Comparison Approach to value. Four comparable sales have been identified and analyzed on the adjustment grid(s) on the previous page.

B: Valuation of Improvements in Area Acquired

Description of Site Improvements:

An Impact Assessment Report in the Addenda prepared by Raulston Travis concludes that pedestrian access is not impacted, but impacts to the vehicular type of access to the property with four full access driveways to East Butler Rd before the acquisition while three driveways will be maintained after the acquisition but will be modified to right-in/right-out only. No impacts to vehicular access is noted. A "no thru traffic" sign will require relocation outside of the new rifht of way and a brick retaining wall at the back of the sidewalk must be demolished and reconstructed outside of the new right of way. Irrigation will be impacted, and a landscaped flagpole area will require A Blue Star Memorial Highway monument sign will be removed and relocated, and a canine police memorial will be reconstructed in a new landscaped area and memorial markers will be relocated outside of the new right-of-way. A lighted City of Mauldin sign will be impacted and will require a new sign an dbrick base with landscaped area. A stop sign must be relocated. All cost to cure items were considered at an estimated cost to cure the impacts of $79,592.13, rounded to $79,592. This Impact Assessment Report is shown in the Addenda of this appraisal.

Explanation and Support of Value Estimate:

After adjustment, the value of the subject site ranges from $4.52 to $6.14 per square foot with an average of $5.36 per square foot. A value of $6.00 per square foot is concluded, giving the greatest weight to Sale 11 which required the least amount of net adjustment.

Before Value:	Before Size:	**203,251 Sq. Ft.**	X	**$**	**6.00**	per unit	=	**$**	**1,219,506**
			Site Improvements (if any)					**$**	**0**
			Total Before Value					**$**	**$1,219,506**
After Value:	After Size:	**198,090 Sq. Ft.**	X	**$**	**6.00**	per unit	=	**$**	**1,188,540**
			Cost to Cure						**($79,592)**
			Total After Value					**$**	**1,108,948**
			Value of Acquisition						**$110,558**

ALLOCATION OF VALUE

(18)	Estimated Value of the Acquisition:					
	Land Acquired:	5,161	square feet	X Unit Value:	$6.00	Value Summary
	Value of Land Acquired:					$30,966
	Damages/Cost to Cure:					$ 0
	Total:					$79,592

Therefore, it is the appraiser's opinion that the Fair Market Value of the Acquisition is: As of **10/30/2023**	**$110,558**

Date of the Report:	**11/10/2023**



Deborah L. Tripp, MAI, SRA
S. C. Certified General Real Estate Appraiser
CG 1132

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

General Assumptions - This appraisal has been completed and the appraisal report prepared with the following **general assumptions**:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. The titles to the property are assumed to be good and marketable unless otherwise stated. Any plats, maps, or photographs in this appraisal are used merely to help the reader visualize the property and its surroundings and are not certified to be accurate.
2. Any liens or encumbrances (except for any lease encumbrance that might be referred to in the appraisal) which may exist have been disregarded, and the property has been appraised as though no delinquency in the payment of general taxes or special assessment exists and as though free of indebtedness.
3. It is assumed that the utilization of the land and improvements are within the boundaries of the lines of the property described and that there is no encroachment or trespass unless noted in the report. No survey of the subject property was made or caused to be made by us, and no responsibility is assumed for the occurrence of such matters.
4. A visual inspection of the subject site was made and all engineering is assumed to be correct. The plot plan and illustrative materials in this report are included only to assist the reader in visualizing the property and to show the reader the relationship of its boundaries. The appraiser is not a construction engineer and is not responsible for structural or cosmetic inadequacies associated with any of the improvements unless otherwise noted in the report.
5. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them. The soil for the area under appraisal appears to be firm and solid, unless otherwise stated. Subsidence in the area is unknown or uncommon, and the appraiser(s) does not warrant against this condition or occurrence.
6. Subsurface rights (minerals and oil) were not considered in this appraisal unless otherwise stated. In addition, no potential timber value was considered.

General Assumptions Continued

7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report. Unless otherwise stated in this report, the appraiser did not observe the existence of hazardous materials or gases, which may or may not be present on the property. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there are no such materials on or in the property, which would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconforming use has been stated, defined, and considered in the appraisal report.
9. It is assumed that all required licenses, certifications of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. This appraisal assumes water and sewer services will always be provided for the subject.
11. Responsible ownership and competent property management are assumed.
12. The Americans with Disabilities Act (“ADA”) became effective January 26, 1992. I (we) have not made a specific compliance survey and an analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact on the value of the property. Since I (we) have no direct evidence relating to this issue, I (we) did not consider non-compliance with the requirements of ADA in estimating the value of the property.

13. There is currently a good deal of discussion regarding the potential hazards of Electro-Magnetic Fields and the possible health risk of being located near high voltage transmission lines. I (we) have not made a specific compliance survey and analysis of this property to determine whether or not there are potentially hazardous effects from EMF's. It is possible that a compliance survey of the property together with a detailed analysis could reveal that there is EMF levels, which are above a safe level. If so, this fact could have a negative impact on the value of the subject property. Since I (we) have no direct evidence relating to this issue, I (we) did not consider EMF levels in estimating the value for the property.

General Limiting Conditions – This appraisal has been completed and the appraisal report has been prepared with the following **general limiting conditions**.

1. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used. The value estimates provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the value estimate, unless such proration or division or interests has been set forth in this report.
2. Neither possession of this appraisal or copy thereof carries with it the right to publication, nor may it be used for any purpose by anyone but the applicant without previous consent of the appraiser(s).
3. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor part of the contents of this report (especially as to value, the identity of the appraiser, or the firm with which the appraiser is associated) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
5. Information, estimates, and opinions contained in this report are obtained from sources considered reliable, however the appraiser assumes no liability for such sources.
6. The information supplied to the appraiser is considered to be accurate. The information supplied by the client has been accepted without further verification as correctly reflecting the property's current condition unless otherwise noted.
7. The various estimates of value presented in this report apply to this appraisal only and may not be used out of the context presented herein. This appraisal is valid only for the appraisal date or dates specified herein and only for the appraisal purpose specified herein.

CERTIFICATE OF APPRAISER

I hereby certify:

That I **have** personally inspected the property herein and that I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making the appraisal were as represented in the comparable data brochure which supplements this appraisal.

That to the best of my knowledge and belief the statements contained in the appraisal herein set forth are true, and information upon which the opinions expressed therein are based is correct: subject to the limiting conditions therein set forth.

That I understand that such appraisal may be used in connection with acquisition of right of way for a highway to be constructed by the State of South Carolina with the assistance of Federal-aid highway funds, or other Federal Funds.

That such appraisal has been made in conformity with the appropriate State and Federal laws regulations, policies and procedures applicable to that appraisal of right of way for such purposes; and that to the best of my knowledge, no portion of the value assigned to such property consists of items, which are non-compensable under the established law of South Carolina.

That neither my employment nor my compensation for preparing this appraisal report is in any way contingent upon the values reported herein.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the South Carolina Department of Transportation or officials of the Federal Highway Administration and I will not do so until so authorized by the State officials or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That the owner or his designated representative was given the opportunity to accompany me during my inspection of the property.

That I have not provided any services regarding the subject property within the prior three years, as an appraiser or in any other capacity.

That any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is being acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to the physical deterioration with in the reasonable control of the owner, has been disregarded in determining the compensation for the property.

That my opinion of the fair market value of the acquisition as of **October 30, 2023** is $**110,558** based upon my independent appraisal and the exercise of my professional judgment.

As of the date of this report, I have completed the requirements for continuing education as set forth by the **Uniform Standards of Professional Appraisal Practice**.

Deborah L. Tripp

Date: 11/10/2023

Deborah L. Tripp, MAI, SRA

S. C. Certified General Real Estate Appraiser
CG 1132

ADDENDA



PROPERTY SOLUTIONS

5721 BUSH RIVER ROAD
COLUMBIA, SC 29212-2609
Phone 803.407.3000
Fax 803.731.5435
deborah@propertysolutionsllc.net
www.propertysolutionsllc.com

September 13,

Mr. Seth Duncan, City Administrator
Town of Mauldin a/k/a City of Mauldin
PO Box 249
Mauldin, SC 29662

RE: Project ID No. P030553 — Road S-107 E Butler Rd — Greenville County
— Tract(s) 3,4,5,6,7 & 8 – Butler Circle

Dear Landowner(s):

There are proposed road improvements for the above referenced project and tract in the vicinity of E Butler Road and Road S-107 in Greenville County which has been determined to require a proposed right of way that impacts your property (Tax Map M003-01-02-013.00, 012.00, 011.00, 010.00, 009.02 and 090.00). An appraisal of the proposed rights of way has been requested by the South Carolina Department of Transportation (SCDOT).

The South Carolina Department of Transportation is required by the Federal Highway Administration to provide the landowner or landowner's designated representative be given the opportunity to accompany the appraiser on an inspection of the property prior to the property being appraised. The SCDOT Appraisal manual requires the appraiser to send the landowner an inspection letter by certified mail to schedule an appointment, as required by Sec. 24.102c of the Uniform Act.

My plan is to inspect your property on October 3, 2023 between 10:30 – 1:45. Please contact me at (803) 407-3000 to schedule a specific time to meet if you would like to be present. If this date and time are not acceptable, please call me to schedule a convenient date and time for us to meet. If I do not get a response from you by the scheduled date and time, I will assume you are agreeable to this notification.

Yours very truly,

Deborah L. Tripp

Deborah L. Tripp, MAI, SRA
License No. CG1132

SCDOT R/W Form 165 (01-2023)

SCDOT R/W Form 809 (01-2023)

RIGHT OF WAY AGENT'S WORKSHEET

Project ID No: **P030553** Road/Route: **Road S-107 (East Butler Road)**

County: **Greenville** R/W Agent: **Jeremy Robertson** On-Call Firm: **O.R. Colan**

Plan Sheet(s): **Tr. 3 - 3, 4, 4D, 6, 7A – Tr. 4 & 5 - 3, 4, 4D, 6, 7, 7A – Tr. 6 & 7 - 3, 4, 4D, 7, 7A – Tr. 8 - 4, 4D, 7, 7A** Tract: **3, 4, 5, 6, 7 & 8 Combined**

Physical Property Address: **Tr. 3, 4, 7 & 8 - Butler Circle – Tr. 5 – 5 Butler Circle – Tr. 6 - 9 Butler Circle, Mauldin, South Carolina 29662**

LANDOWNER'S NAMES AND ADDRESSES

Name & Mailing Address: **Tr. 3, 4 - Town Of Mauldin – Tr. 5 - Town Of Mauldin aka City of Mauldin – Tr. 6, 7 & 8 - City of Mauldin – Post Office Box 249, Mauldin, South Carolina 29662 - C/O Seth Duncan City Administrator**

Phone: Day **(864) 288-4910** Evening _____ Cell **864-775-0338** E-Mail **sduncan@mauldincitysc.com**

L.O.'s Attorney Name & Address _____

Phone No. E-Mail Address

MORTGAGE(S) AND ADDRESSES

Names and Addresses	Recorded Data from ROD Offices				Waiver Date Waived By, Release or Agreement
	Book / CP No.	Page	Date	Amount	
Tr. 3, 4, 5, 6, 7 & 8 - NONE				$	
				$	
				$	

OTHER ENCUMBRANCES AND ADDRESSES

Type	Names and Addresses	Book	Page	Date	Amount
	Tr. 3, 4, 5, 6, 7 & 8 - NONE				$
					$
					$

PROPERTY TAXES

Year(s)	Delinquent (Yes/No)	Date Paid	Amount
Tr. 3 - 2022		11/22/2022	$162.00
Tr. 4 - 2022		11/22/2022	$81.00
Tr. 5 - 2022		11/22/2022	$135.00
Tr. 6 - 2022		11/22/2022	$432.00
Tr. 7 - 2022		11/22/2022	$162.00
Tr. 8 - 2022		12/2/2022	$5,131.95

PARCEL INFORMATION (SIZE, BEFORE / AFTER ACQUISITION)

Before:	Tr. 3 - 0.527 AC Tr. 4 - 0.554 AC Tr. 5 - 0.534 AC Tr. 6 - 1.275 AC Tr. 7 - 0.516 AC Tr. 8 - 1.26 AC Total - 4.666 AC	Dimensions:	
Acquisition:	Tr. 3 - 1,027 SF (0.02 AC) Tr. 4 - 848 SF (0.02 AC) Tr. 5 - 1,376 SF (0.03 AC) Tr. 6 - 568 SF (0.01 AC) Tr. 7 - 61 SF (0.00 AC)	Entire Take: ☐ Yes ☒ No	Plat Information:

SCDOT R/W Form 809 (01-2023)

	Tr. 8 - 1,281 SF (0.03 AC) Total - 5,161 SF (0.11 AC)						
After:	Tr. 3 - 0.51 AC Tr. 4 - 0.53 AC Tr. 5 - 0.50 AC Tr. 6 - 1.27 AC Tr. 7 - 0.52 AC Tr. 8 - 1.23 AC Total - 4.56 AC			Book	Tr. 3, 4, 5 – J* - Tr. 6 – 38-D – Tr. 7 - YYY-	Page	Tr. 3, 4, 5 - 153 Tr. 6 – 13 – Tr. 7 - 131
Tax Map No(s).:	Tr. 3 - M003010201300 Tr. 4 - M003010201200 Tr. 5 - M003010201100 Tr. 6 - M003010201000 Tr. 7 - M003010200902 Tr. 8 - M003010200900						

NOTE: In cases of combined tracts, or multiple conveyances, list the Tract No. with corresponding Tax Map Number (in table below).

Preliminary Title Certificate Date 7/24/2023 **Last Updated Title Certificate Date** _____

TITLE ABSTRACT DATA

TMS No. & Tract No.	From	To	Date	Amount	Book	Page
Tr. 3 - M003010201300	G. Sidney Garrett	Town of Mauldin	D 5/1/1959 R 5/14/1959	$ 4,500.00	625	1
Tr. 4 - M003010201200	G. Sidney Garrett	Town of Mauldin	D 5/1/1959 R 5/14/1959	$ 4,500.00	625	1
Tr. 5 - M003010201100	C.W. Barbrey and Mary Sue L. Barbrey	Town of Mauldin	D & R 2/29/1960	$1,595.02	645	360
Tr. 6 - M003010201000	Sarah Mahaffey, aka Sara P. Mahaffey	City of Mauldin	D 1/31/1975 R 2/5/1975	$28,000.00	1014	205
Tr. 7 - M003010200902	J. Doyle Launius	City of Mauldin	D 8/29/2075 R 9/3/1975	$18,000.00	1023	645
Tr. 8 - M003010200900	709 Augusta Arbor Partners, LLC, Achara Real Estate 1, LLC and 60 Mike, LLC	City of Mauldin	D 11/11/2022 R 11/15/2022	$525,000.00	2673	4183
	Truist Bank, fka Branch Banking and Trust Company of South Carolina, as successor by merger to Southern National Bank of South Carolina, as successor by merger to The First Savings Bank, FSB, fka First Federal Savings and Loan Association of South Carolina	709 Augusta Arbor Partners, LLC (a 40% interest), Achara Real Estate 1, LLC (a 50% interest), and 60 Mike, LLC (a 10% interest)	D & R 9/12/2022	$10.00 and other valuable consideration of $1,750,000.00	2668	2359
	R.V. Chandler & Company, Incorporated	First Federal Savings and Loan Association of South Carolina	D 8/5/1983 R 8/9/1983	$61,950.00	1194	97

Tract Data
Special Provisions:

Instrument Type(s):	☒ Title	☐ Easement	☐ Temporary Construction Easement		☐ Permission	
	☐ Condemnation	☐ For Refusal	☐ For Title	Advertise	☐ Yes	☐ No
		☐ Fee Interest		☐ Easement Interest		

SCDOT R/W Form 809 (01-2023)

		☐ Temporary Construction Easement	or	☐ Includes Temporary Construction Easement

Property Type:	☐ Residential	☒ Commercial	☐ Agriculture	☐ Other

Improved Tract:	☐ Yes ☒ No	☐ 90 Day Notice Issued	☐ 30 Day Notice Issued	
	Displacee Type:	☐ Owner	☐ Tenant	☐ Billboard ☐ Miscellaneous
	☐ Yes ☐ No	Form 845 (Description of Improvements/Surplus Property/Uneconomic Remnant Acquired)		

Control of Access:	☐ Yes	☒ No		**Damages:**	☐ Yes	☒ No

Plans Data

Survey Stations:							
	3. From	**103+00**	To	**105+00**	☒ Lt. / ☐ Rt.	Rd. / Rt.	**S-107 (Butler Road)**
	4. From	**104+00**	To	**105+00**	☒ Lt. / ☐ Rt.	Rd. / Rt.	**S-107 (East Butler Road)**
	5. From	**104+00**	To	**106+00**	☒ Lt. / ☐ Rt.	Rd. / Rt.	**S-107 (East Butler Road)**
	6. From	**105+00**	To	**107+00**	☒ Lt. / ☐ Rt.	Rd. / Rt.	**S-107 (East Butler Road)**
	7. From	**106+00**	To	**107+00**	☒ Lt. / ☐ Rt.	Rd. / Rt.	**S-107 (East Butler Road)**
	8. From	**106+00**	To	**108+00**	☒ Lt. / ☐ Rt.	Rd. / Rt.	**S-107 (East Butler Road)**

Width of R/W:		Feet, that is		Feet on	**See Exhibit**	Side of the Centerline
Variable Widths or Transitional:	☐ Yes	☒ No	Describe:			

Relocated or Construction CL	☒ Yes	☐ No	Between Survey Stations	**99+99.61**	&	**111+08.83 S 107 (Butler Road)**

Construction Slopes and/or NPDES	☐ Yes	☒ No	Between Survey Stations		&	

Temporary Construction Easement (TCE):	1. From		To		☐ Lt. / ☐ Rt.	Rd. / Rt.	
	2. From		To		☐ Lt. / ☐ Rt.	Rd. / Rt.	
or Permission	1. From				☐ Lt. / ☐ Rt.	Rd. / Rt.	

Triangular Areas or Other:	Size		☐ Lt.	☐ Rt.	At the Intersection of		&	

Outfall Ditch(s):	☐	Construct		☐	Clean		☐	Right of Way	
	☐ Lt.	☐ Rt.	Stations		For		Feet		Direction
	☐ Lt.	☐ Rt.	Stations		For		Feet		Direction

IMPORTANT KEY DATES

Initiations of Negotiations / Cost Estimate Date				Date Highways & You Brochure Delivered	**5/5/2023**
Appraisal Requested	☒ Yes	☐ No	**8/16/2023**	Appraisal Released Date (Approved Just Compensation)	
Initiations of Negotiations / Appraisal Date				Date 100% Drawdown Offered (Federal Project Only)	
Settlement Date:					

Notes for Appraiser: Tr. 3 & 4 - Possible landscaping impacts. Tr. 5 - Landscaping /Small Brick Retaining wall/ Sign. - Tr. 6, 7 & 8 – No concerns.

Page 3 of 4 pages

Tract: 3, 4, 5, 6, 7 & 8 Combined

SCDOT R/W Form 809 (01-2023)

PRELIMINARY CONTACT

Person Contacted: Seth Duncan (864) 288-4910 Date: 6/14/2023

Person Present: Seth Duncan Place Contacted: City of Mauldin

Remarks: Tr. 3, 4 - Possible landscaping impacts – Tr. 5 - Landscaping /Small Brick Retaining wall/ Sign possibly impacted. - Tr. 6, 7 & 8 – No concerns.

CONTINUED JOURNAL FOR CONTACTS

5/5/2023 Introduction Letter and Highways and You Brochure mailed. JR

6/12/2023- I received an email from Seth Duncan with the City of Mauldin stating that he received my letter dated in May and wanted to meet with me to Discuss the Tracts that the City has. I called him and we scheduled a meeting in person @ City Hall for June 14TH @ 2pm. JHR

6/14/2023- I met with Mr. Duncan @ City Hall and explained all the Tracts associated with the City and or Town of Mauldin. I explained some that requested Permissions and went over the next steps when those are signed and also went over the next steps if they didn't sign the permissions would be sent back to the design team and additional R/W or easements could be needed. Also, I explained the Tracts that don't have any needed going over those next steps and timeframes. He stated that the Board meets twice monthly and asked if I would send copies of the Plans for all Tracts and for those Tracts that also had requested permissions for the Board to review the next meeting the week of the 4th of July. I stated I would and thanked him for his time and provided my business card with contact information if he had any additional questions. JHR

7/3/2023- I emailed all the requested permissions and Plans for all tracts for the upcoming Board meeting to review and make a decision on the permissions. JHR

7/18/2023- I received an email about the information received a that its on the docket for the Board to review on the July 24TH meeting. JHR

7/25/2023- I called to follow up about the outcome from the Board meeting and was told that they are looking at plans changes and I asked to send me it in writing. JHR

7/28/2023- I received an email about the plan changes request for Tract 205. I then asked about the other permissions and was told I would get an email shortly about those Tracts. JHR

7/31/2023- I received an email stating that the City of Mauldin isn't willing to sign any of the permissions at the time until an appraisal can presented to Mauldin City Council. I replied that I received this and would pass it along. JHR

8/1/2023- I submitted the Permission denial Tracts to be added to the plan change and conversion report. JHR

IFCG
International & Forensics Consulting Group



SOUTH CAROLINA
INTERNATIONAL AND FORENSIC CONSULTING GROUP, LLC
No. 6290
CERTIFICATE OF AUTHORIZATION

Impact Assessment Report

IFCG Report No. P10230632
S-107 (East Butler Road)
Improvement Project
Tracts 3-8 – City of Mauldin

SOUTH CAROLINA
LICENSED PROFESSIONAL ENGINEER
No. 23195
RAULSTON TRAVIS

Prepared for:
Property Solutions, LLC
Ms. Deborah Tripp

Raulston Travis

Digitally signed by: Raulston Travis
DN: CN = Raulston Travis email = rtravis@ifcgllc.com C = US O = IFCG
Date: 2023.10.16 13:34:18 -04'00'

TABLE OF CONTENTS

Project Description 3

Conclusions 4

Discussion 7

Exhibits 16

A. Photographs

B. Cost to Cure

C. CV

PROJECT DESCRIPTION

SCDOT, in conjunction with the Greenville-Pickens Area Transportation Study (GPATS), the city of Mauldin and FHWA has a project under construction to improve S-107 (East Butler Road) and perform intersection improvements in the City of Mauldin in Greenville County from U.S. Route 276 (Laurens Road) to S-941 (Bridges Road) for 1.7 miles. The bicycle-pedestrian facilities will also be improved with a sidewalk on one side of the roadway and a 10-foot-wide shared use path on the other side of the roadway. Parcels 3 through 8 were located at a typical section that varied from a 3-lane curb and gutter section to a 4-lane curb and gutter section with the development of a left turn lane from westbound East Butler Road to southbound US 276 (Laurens Road). There was a sidewalk along the entire frontage of the tracts.

Parcels 3 through 8, owned by the City of Mauldin, was located at 5 East Butler Road, Mauldin, SC and was impacted by the new right-of-way for the S-107 (East Butler Road) improvement project.

International and Forensic Consulting Group, LLC was retained by Property Solutions, LLC to perform an inspection of the subject property and perform an impact assessment evaluation to determine physical impacts to the property caused by the S-107 (East Butler Road) improvement project. Raulston L. Travis, P.E. performed an inspection of the property on October 13, 2023.

This report was prepared for the exclusive use of Property Solutions, LLC and was not intended for any other purpose. This report was based on the information available to us at the date of this report.

Should additional information become available, we reserve the right to determine the impact, if any, the new information may have on our opinions and conclusions, and to revise our opinions and conclusions if necessary and warranted.

CONCLUSIONS

1. Vehicular and pedestrian access to the subject property were reviewed and analyzed with no impacts to the pedestrian type of access to the property determined. There were impacts to the vehicular type of access to the property determined. There were four (4) full access driveways to East Butler Road in the pre project conditions. In the post project conditions, three (3) of the driveways will be retained as full access driveways and the western driveway will be modified to right-in/right-out access only.

2. On-site vehicular and pedestrian circulation on the subject property was reviewed and analyzed with no impacts to either type of circulation on the property determined.

3. There was a decorative circular landscaped island at the sidewalk to the front of the City of Mauldin City Hall that was impacted by the new right-of-way. There is adequate space remaining to reconstruct the circular island and install new landscaping outside the new right-of-way. A light pole will be impacted to allow for the reconstruction of the landscaped island. There is adequate space remaining to relocate the light pole outside the new right-of-way.

4. There was a "No Thru Traffic" sign impacted by the new right-of-way at the driveway to the City of Mauldin City Hall. There is adequate space remaining to relocate the sign outside the new right-of-way.

5. A brick retaining wall at the back of the sidewalk was impacted by the new right-of-way. The existing brick retaining wall will be demolished by the SCDOT contractor. There is adequate space remaining to reconstruct the brick wall at the back of the new sidewalk outside the new right-of-way.

6. There were impacts to the irrigation system, irrigation control valves and irrigation meter due to the new right-of-way. There is adequate space remaining to modify the irrigation system outside the new right-of-way.

7. There were landscaping impacts along the front of the landscaped flagpole area. There is adequate space remaining to install new landscaping on the sides of the flagpole area

outside the new right-of-way. The brick wall in front of the flagpole landscape area was not impacted.

8. A Blue Star Memorial Highway monument sign was impacted by the new right-of-way. The sign will need to be removed and relocated. There is adequate space remaining to construct a new footing and relocate the sign outside the new right-of-way.

9. A canine police memorial in a landscaped area was impacted by the new right-of-way. There is adequate space remaining to construct a new landscape area and relocate the memorial markers and post outside the new right-of-way.

10. The lighted City of Mauldin Police sign was impacted by the new right-of-way. The sign is not in conformance with the City of Mauldin Zoning Ordinance and will require a new sign and brick base in a landscape area with an eight (8) foot setback from the new right-of-way. There is adequate space remaining to construct a new sign and base within a new landscape area outside the new right-of-way.

11. There was a stop sign impacted by the new right-of-way at the driveway to the City of Mauldin Police Station. There is adequate space remaining to relocate the sign outside the new right-of-way.

12. There was a City of Mauldin sign by the sidewalk that was impacted by the new right-of-way. The SCDOT contractor will be responsible for the removal and relocation of the sign.

13. Impacts to the property from the new right-of-way will require surveys, erosion control, rough grading, fine grading, demolition of circular island and concrete sidewalk, removal and relocation of existing medium decorative stones in circular island, concrete, new circular island, brick retaining wall construction, removal and relocation of concrete base and memorial markers and post, demolition of City of Mauldin Police sign, construction of a new brick base, new City of Mauldin Police sign, construction of new landscape islands at the canine police memorial and at the City of Mauldin Police sign, new electrical service to the new sign location, removal and relocation of No Thru Traffic, Blue Star Memorial Highway and stop sign, removal and relocation of light pole, modification of irrigation system to include

valves and meter and landscaping to include a tree, small and large shrubs, ground cover plants, mulch and sod. The estimated cost to cure the impacts to the parcel is $79,592.13.

DISCUSSION

Zoning

The property at 5 East Butler Road was located within the city limits of Mauldin in Greenville County. The city of Mauldin Zoning Ordinance dated June 15, 2022 and zoning map were reviewed to determine that the parcel was zoned as CRD (Central Redevelopment District). The zoning ordinance was also reviewed for sign setback and landscaping requirements.

Sec. 5:6 – Central Redevelopment District, the following sections shall apply to the parcel.

5:6.9 Streetscape and Landscaping.

Landscaping shall generally be provided in accordance with the provisions set forth in Section 6:2, Landscape and Design Standards, except that large maturing deciduous street trees shall be provided along all public streets, spaced at thirty-foot maximum intervals.

Street trees may be planted in a continuous planting strip of not less than seven (7) feet in width, in-ground planters, or may be located in tree grates, bulb outs (etc.) as part of a coordinated streetscape design.

5:6.11 Signage.

Signage shall be permitted in accordance with Section 6:4, Signs.

Sec. 6:2. - Landscape and Design Standards.

6:2.5 Streetscape Landscaping: Street Trees. The street tree requirement is designated to create an attractive streetscape and provide for a pedestrian friendly environment. It also assists in reducing impervious surface areas to improve storm water run-off and provides shade that reduces heat generated from paved surfaces.

A. Requirement. Street trees are required along all public and private street frontages and shall include only those trees listed in the approved list of tree species unless use of an alternative species is approved by the Business and Development Services Director.

B. Location. Street trees shall be located in an area no further than ten (10) feet from the existing or proposed street right-of-way line.

C. Calculation. One (1) large maturing deciduous tree (greater than thirty-five (35) feet in height at maturity) shall be planted for every forty (40) linear feet of property abutting a street.

D. Exception: If overhead utilities are present than One (1) small maturing deciduous tree (less than thirty-five (35) feet in height at maturity) shall be planted for every thirty (30) linear feet of property abutting a street.

E. At the discretion of the Business and Development Services Director, street trees may be clustered, rather than set at regular intervals, to accommodate access drives, and improve building visibility. In no circumstance, however, shall large maturing deciduous trees be located closer than thirty-five (35) feet of another large maturing deciduous tree.

F. Planting Strip. Trees shall be planted in a planting strip the width of which may vary but shall maintain a minimum of not less than seven (7) feet and an average width of ten (10) feet.

G. The planting area must be stabilized with ground cover materials, mulch or other approved material to prevent weeds, soil erosion and to allow rainwater infiltration (no soil shall be exposed). Stone mulch shall not be permitted in a street tree-planting strip.

H. Existing preserved trees located along a street frontage and having a three-inch DBH or greater may be used to satisfy the street tree requirements as long as the vegetation is located within ten (10) feet of the right-of-way. A single existing tree, regardless of its circumference shall not count for more than two (2) tree credits. Preserved trees shall meet all the requirements outlined in subsection 6:2.5, Tree Protection, and be of an acceptable species, alive and healthy at the time of final inspection.

I. Trees used to comply with the street tree requirement shall not count toward the minimum number of trees required to meet the parking lot landscaping standard.

Sec. 6:4 - Signs.

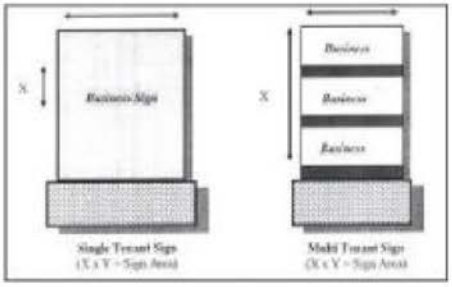
Signs, 6:4.1 Sign Regulations, 6:4.1.2 Definitions. the following definitions are provided.

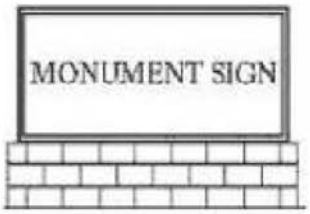
"*Freestanding Ground Sign*, see also Monument Sign. All freestanding ground signs shall be mounted on a monument structure that is equal to or greater than two-thirds (⅔) the width of a sign itself. Monument structures shall be constructed of brick, stone or stucco materials that have the appearance of brick, stone, or stucco or other durable architectural materials consistent with the design of the primary building on the site."

"*Monument sign:* A free-standing ground sign that is supported by a solid base (other than poles) and having no more than twenty-four (24) inches of air space visible within

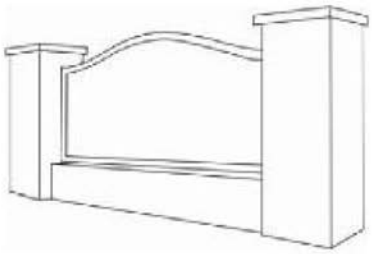
or between any portion of the sign display area and sign structure. All freestanding ground signs shall be mounted on a monument base that is equal to or has a length of at least seventy-five (75) percent of the width of the sign face and supporting structures combined. Monument structures and sign supports shall not have any exposed poles and shall be constructed of durable architectural materials (i.e., brick, stucco, or stone) that are consistent with the design and features of the primary facade of the building on the site."

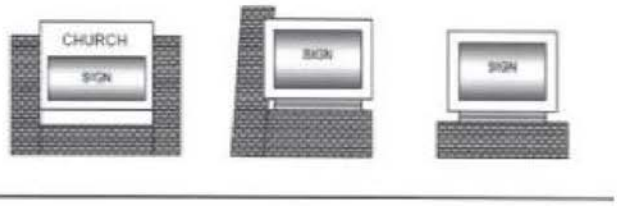
Examples of a Freestanding Monument Ground Sign (monument structure):





Monument Sign





Section 6:4.1.10 General Standards for all Permanent Signs requires the following:

F. *Location*. Unless specifically stated otherwise, freestanding ground signs shall be set back a minimum of eight (8) feet from the street right-of-way line.

G. *Visibility*. Signs shall adhere to site visibility requirements in Section 3:3 so as not to obstruct visibility at intersections and ingress and egress points onto the premises.

H. *Sign Safety*. Signs shall not be placed where they pose a hazard to pedestrians or vehicular traffic.

I. *Sign Lighting*. Signs that are illuminated shall comply with standards outlined in subsection 6:4.1.14, Sign Illumination Standards. Signs utilizing external illumination shall be hooded and shielded so that the light source is not visible from any public or private right-of-way, sidewalk, adjacent premises or residence, so as to cause a traffic hazard or nuisance.

Portions of **Section 6:4.1.12 Regulations Applying to Specific Types of Signs** pertinent to this parcel state the following standards:

2) *Freestanding Ground Signs (Monument Signs).* Freestanding monument ground signs are allowed in all non-residential districts for both single-tenant and multi-tenant developments with an allowable size not to exceed the maximum square footage limits set forth by the zoning district in which the sign is located. The use of freestanding Pole Signs is prohibited. Refer to Table A-2, Freestanding Ground Signs, below.

a. *Construction and Design.* All freestanding ground signs shall be mounted on a monument base that has a length equal to or of at least seventy-five (75) percent of the width of the sign face and supporting structures combined. Monument structures shall be constructed of durable architectural materials (i.e., brick, stucco, or stone) that are consistent with the design and features of the primary facade of the building on the site (refer to definition).

b.*Landscaping.* Landscape islands are required to be placed around all new ground signs within thirty (30) days of sign erection. Shrubbery and/or plantings must not exceed a height that would interfere with foot or vehicle traffic or visibility of the sign. At any time an existing sign is altered or improved, not including regular maintenance, the landscaped island must be installed in accordance with the requirements for a new sign within sixty (60) days of completion of the sign.

c. *Location.* Unless otherwise, specifically allowed in this code, freestanding ground signs shall be set back a minimum of eight (8) feet from the street right-of-way line. No freestanding ground sign shall extend over any structure or adjoining property line or extend into a public right-of-way. Freestanding ground signs shall not be located within forty (40) lineal feet of another freestanding ground sign.

d.*Single-tenant Development Allowance.* The size of the sign face for a freestanding ground sign shall be based on length of street frontage of the lot and the zoning district for which the sign(s) is proposed. Single tenant development signs shall comply with the standards referenced in Table A-2, Freestanding Ground Signs and shall also comply with the following requirements:

a. *Number of Signs.* One (1) freestanding ground sign per developed site, lot or parcel is permitted for a single-tenant development. Where a site or parcel fronts on more than one street, one (1) additional freestanding ground sign shall be permitted provided that the signs are located a minimum of one hundred fifty (150) feet from one another; and does not exceed the maximum square footage allowance for the development.

▪ Incentive: Single-tenant developments located on corner or thru-lots have the option of foregoing two (2) freestanding ground signs and installing one (1) freestanding ground sign that is ten (10) percent larger in size than the permitted freestanding ground sign allowance for the development.

b. *Sign copy.* The sign copy for single-tenant development signs shall include the business identification (name, logo) and may also include the principal use or commodity sold or offered on the site. A maximum of forty (40) percent of the sign area may be used for a changeable copy sign, or permitted electronic messaging board (EMB) or LED sign. Such sign shall comply with the standards in subsection 6:4.1.12A.3, Electronic Messaging Boards (EMB).

c. *Height.* All single-tenant freestanding ground signs shall have a maximum height of sixteen (16) feet.

Table: A-2, Freestanding Ground Signs—Commercial

Freestanding Monument Sign Allowance for Non-Residential Development

Zoning District	Sign Allotment	Sign Face Area	Single-Tenant Maximum Size Face and Sign Height	Multi-Tenant Maximum Size and Sign Height (Based on # Tenants)
Office District (O-D) Planned Office Development (POD) Central Redevelopment District (CRD)	1 sign per street front; Single Tenant development signs must be spaced minimum of 150 feet apart.	.5 square foot per linear foot of road frontage or up to the maximum whichever is less.	Maximum size: 150 square feet Height: 16 feet	0—4 Tenants: Maximum size: 150 s.f. Height: 16 feet 5—9 Tenants: Maximum size: 175 s.f. Height: 20 feet 10 + Tenants: Maximum size: 200 s.f. Height: 25 feet
Commercial 1 (C-1) Commercial 2 (C-2) (Including Group Developments)	1 sign per street front; Single Tenant development signs must be spaced minimum of 150 feet apart.	1 square foot per linear foot of road frontage or up to the maximum whichever is less.	Maximum size: 200 square feet Height: 16 feet	0—4 Tenants: Maximum size: 200 s.f. Height: 16 feet 5—9 Tenants: Maximum size: 225 s.f. Height: 20 feet

Freestanding Monument Sign Allowance for Non-Residential Development

Zoning District	Sign Allotment	Sign Face Area	Single-Tenant Maximum Size Face and Sign Height	Multi-Tenant Maximum Size and Sign Height (Based on # Tenants)
				10 + Tenants: Maximum size: 250 s.f. Height: 25 feet
Service (S-1) Industrial (I-1) (Including Group Developments, and Group Industrial Developments)	One (1) sign per street front; Single Tenant development signs must be spaced minimum of 150 feet apart.	1.5 square foot per linear foot of road frontage or up to the maximum whichever is less.	Maximum Size: 300 square feet Height: 16 feet	0—4 Tenants: Maximum size: 300 s.f. Height: 16 feet 5—9 Tenants: Maximum size: 350 s.f. Height: 20 feet 10 + Tenants: Maximum size: 375 s.f. Height: 25 feet

Analysis

Vehicular and pedestrian access to the subject property were reviewed and analyzed with no impacts to the pedestrian type of access to the property determined. The SCDOT Access and Roadside Management Standards (ARMS Manual) was reviewed in relation to access to the subject property and it was concluded that there were impacts to the vehicular access to the property due to the existing driveway locations. In the existing conditions, there were four (4) full access driveways to the parcel at East Butler Road. In the post project conditions, the driveway closest to the intersection of East Butler Road and Laurens Road will be modified to right-in, right-out only access. This is due to the addition of a concrete median along the left turn

lane from westbound East Butler Road to southbound Laurens Road. The other three (3) driveways will be retained as full access in the existing location in the post project conditions.

On-site vehicular and pedestrian circulation on the subject property was reviewed and analyzed with no impacts to either type of circulation on the property determined.

At the front of the sidewalk approaching the City of Mauldin City Hall, there was a decorative circular landscaped island. The island measured approximately 10 feet in diameter, was filled with medium sized decorative stones and had landscaping that included a medium sized tree and three (3) small shrubs. The new 50-foot right-of-way impacted the island. There is adequate space remaining north of the existing location to reconstruct the island, remove and relocate the stone and install new landscaping. The concrete area to be reconstructed measured approximately 25-feet long and 12-feet wide with a tapered section approximately 12-feet long by 32-feet wide. A total of 813 square feet of concrete will be needed to reconstruct the sidewalk, including the tapered section, similar to the existing conditions. An area the size of the 10-feet diameter circle will be blocked out to recreate the decorative border and place fill with new landscaping with the relocated stone. The construction of the new tapered portion of the concrete area will impact a light pole. The light pole was approximately 12 feet tall and there is adequate space remaining to relocate the light pole outside the new right-of-way.

There was a "No Thru Traffic" sign impacted by the new 50-foot right-of-way at the driveway to the City of Mauldin City Hall. There is adequate space remaining to relocate the sign outside the new 50-foot right-of-way in a similar location as in the existing conditions.

There was a brick retaining wall at the back of the sidewalk that measured approximately 148-feet long by 1-feet, 8-inches tall in front of the City of Mauldin property. The wall was impacted by the new 50-feet right-of-way. The existing brick retaining wall will be demolished by the SCDOT contractor. There is adequate space remaining to reconstruct the brick wall at the back of the new sidewalk outside the new 50-foot right-of-way.

The irrigation system, six (6) irrigation control valves and the irrigation meter were impacted along the front of the parcel due to the new 40-foot and 50-foot right-of-way. There is adequate space remaining to modify the irrigation system outside the new right-of-way.

There was a landscaped area at the front of the City of Mauldin City Hall building with three (3) flagpoles bordered on the front by a brick wall with more landscaping in front of the brick wall. The distance from the front of the brick wall to the new 50-foot right-of-way was measured at approximately 1-foot, 4-inches. The brick wall was not impacted but there were landscaping impacts in front of the brick wall that included 32 large shrubs and 55 ground cover plants. There is adequate space remaining to install new landscaping on the sides of the flagpole area outside the new 50-foot right-of-way. A representative from The City of Mauldin stated that the brick wall would not have to be relocated and could remain at the existing location as a legal, non-conforming monument sign in the post project conditions.

A Blue Star Memorial Highway monument sign was located near the flagpole landscape island. The sign was on an aluminum octagon shaped monopole that measured approximately 5 inches in diameter with a 1-foot diameter concrete footing. The bottom of the sign measured approximately 4-feet above grade. The cast aluminum sign measured approximately 3-feet, 10-inches long by 2-feet, 6-inches tall with a decorative top at the center that measured approximately 1-foot tall. The sign was impacted by the new 50-foot right-of-way and will need to be removed and relocated. There is adequate space remaining to construct a new footing and relocate the sign outside the new 50-foot right-of-way.

There was a canine police memorial in a landscaped area at the front of the parcel. There were three (3) granite memorial plates on concrete bases and a memorial post with four (4) small shrubs in the landscape island. The landscape area was oval shaped and measured approximately 15-feet long by 14-feet wide with concrete bases for the memorial plates measuring approximately 1-foot, 4-inches square and the granite memorial plates measuring approximately 1-foot, 2-inches by 1-foot. The 4-inch by 4-inch memorial post was PVC material and measured approximately 6-feet, 6-inches tall and had a concrete footing. The memorial landscape island was impacted by the new 50-foot right-of-way. There is adequate space remaining in the grass area to the north of the existing location to construct a new landscape area and relocate the memorial markers and post outside the new 50-foot right-of-way.

There was a lighted City of Mauldin Police sign at the front of the parcel. The sign had a base that measured approximately 3-feet long by 1-foot, 2-inches tall by 8-inches deep with a concrete

footing that measured approximately 1-foot, 4-inches in diameter. The monopole sign was wrapped in aluminum panels with the lighted portion of the sign measuring approximately 4-feet long by 3-feet tall by 1-foot, 2-inches deep. The sign was impacted by the new 50-foot right-of-way. The sign is not in conformance with the City of Mauldin Zoning Ordinance due to the lack of a brick base within a landscape area as quoted above in **Sec 6:4 Signs** in the zoning section. The existing sign will be demolished and a new brick base and sign, matching the existing sign dimensions, will be constructed in a new landscape area approximately 10-feet by 10-feet with an eight (8) foot setback from the new 50-foot right-of-way. There is adequate space remaining to construct a new base with a new sign and 10 small shrubs within a new landscape area outside the new 50-foot right-of-way.

In total, the new landscaping to be planted at the circular landscape area, at the flagpole area and at the new City of Mauldin Police sign will include 1 medium tree, 17 small shrubs, 32 large shrubs and 55 ground cover plants.

There was a stop sign impacted by the new 50-foot right-of-way at the driveway to the City of Mauldin Police Station. There is adequate space remaining to relocate the sign outside the new 50-foot right-of-way in a similar location to the existing conditions.

There was a City of Mauldin sign by the sidewalk that was impacted by the new right-of-way. The SCDOT contractor will be responsible for the removal and relocation of the sign.

Impacts to the property from the new right-of-way will require surveys, erosion control, rough grading, fine grading, demolition of circular island an concrete sidewalk, removal and relocation of existing medium decorative stone in circular island, concrete, new circular island, brick retaining wall construction, removal and relocation of concrete base and memorial markers and post, demolition of City of Mauldin Police sign, construction of a new brick base, new City of Mauldin Police sign, construction of new landscape islands at the canine police memorial and at the City of Mauldin Police sign, new electrical service to the new sign location, removal and relocation of No Thru Traffic, Blue Star Memorial Highway and stop sign, removal and relocation of light pole, modification of irrigation system to include valves and meter and landscaping to include a tree, small and large shrubs, ground cover plants, mulch and sod. The estimated cost to cure the impacts to the parcel is $79,592.13.

EXHIBITS

A. Photographs

B. Cost to Cure

C. CV

EXHIBIT A

Photographs

Photograph 1
The new right-of-way for the S-107 (East Butler Road) improvement project impacted the entire frontage on Tracts 3 through 8, owned by the City of Mauldin located at 5 East Butler Road. Note the circular landscape island was impacted by the new 50-foot right-of-way.



Photograph 2
View of the grass area to recover the tapered concrete area for the new circular island and landscaping. Note the light pole will be impacted and will need to be removed and relocated north of the existing location.



Photograph 1
The new right-of-way for the S-107 (East Butler Road) improvement project impacted the entire frontage on Tracts 3 through 8, owned by the City of Mauldin located at 5 East Butler Road. Note the circular landscape island was impacted by the new 50-foot right-of-way.



Photograph 2
View of the grass area to recover the tapered concrete area for the new circular island and landscaping. Note the light pole will be impacted and will need to be removed and relocated north of the existing location.



Photograph 3
View of the brick retaining wall impacted by the new 50-foot right-of-way. Note there is adequate space remaining to reconstruct the brick retaining wall outside the new 50-foot right-of-way.



Photograph 4
View of the irrigation meter impacted by the new 50-foot right-of-way. Note the irrigation system was impacted along the entire frontage of the parcel.



Photograph 5
View of the flagpole landscape area with the brick wall. The landscaping in front of the brick wall was impacted by the new 50-foot right-of-way.



Photograph 6
View of the approximate location of the new 50-foot right-of-way line in front of the brick wall. The brick wall was not impacted with the distance from the brick wall to the new 50-foot right-of-way line measuring approximately 1-foot, 4-inches.



Photograph 7
View of the "No Thru Traffic" sign that was impacted by the new 50-foot right-of-way at the driveway to the City of Mauldin City Hall. There is adequate space remaining to relocate the sign.



Photograph 8
View of the Blue Star Memorial Highway sign that was impacted by the new 50-foot right-of-way. There is adequate space remaining to relocate the sign outside the new 50-foot right-of-way.



Photograph 9
View of the Canine Police Memorial landscaped area that was impacted by the new 50-foot right-of-way. There is adequate space remaining to construct a new landscape area and relocate the memorial outside the new 50-foot right-of-way.



Photograph 10
View of the City of Mauldin Police sign that was impacted by the new 50-foot right-of-way. There is adequate space remaining to construct a new sign and base within a new landscape area outside the new 50-foot right-of-way.



Photograph 11
View of the stop sign at the driveway to the City of Mauldin Police Station that was impacted by the new 50-foot right-of-way. There is adequate space remaining to relocate the sign outside the new 50-foot right-of-way.



Photograph 12
View of the City of Mauldin sign that was impacted by the new 50-foot right-of-way. The SCDOT contractor will be responsible for the removal and relocation of the sign outside the new 50-foot right-of-way.



EXHIBIT B

Cost to Cure

Raulston L. Travis, P.E.
International and Forensic Consulting Group, LLC
259 Blue Bonnet Trail
Marietta, SC 29661
(803) 331-1101

SCDOT - City of Mauldin Property - Tracts 3-8
S-107 (East Butler Road) Improvement Project - City of Mauldin/Greenville County - P030553
Cost To Cure Estimate
15 Oct 23

Cost To Cure

Item	Description	Quantity	Units		Unit Cost		Total Cost
1	General Conditions	1	LS	$	3,266.64	$	3,266.64
2	Surveys - Staking and Layout	1	LS	$	2,350.00	$	2,350.00
3	Erosion Control	810	LF	$	5.10	$	4,131.00
4	Demolish Existing Circular Landscape Island	1	LS	$	425.00	$	425.00
5	Remove and Relocate Existing Medium Decorative Stones in Circular Island	1	LS	$	500.00	$	500.00
6	Demolish Existing Concrete Sidewalk	892	SF	$	3.65	$	3,255.80
7	Rough Grading	2962	SF	$	1.15	$	3,406.30
8	Fine Grading	2149	SF	$	1.35	$	2,901.15
9	Concrete - Sidewalk	813	SF	$	8.65	$	7,032.45
10	Construct New Circular Landscape Area	1	LS	$	1,320.00	$	1,320.00
11	Construct New Brick Retaining Wall	248	SF	$	31.55	$	7,824.40
12	Remove and Relocate Concrete Base and Granite Memorial Markers	3	EA	$	740.00	$	2,220.00
13	Remove and Relocate Memorial Post	1	EA	$	350.00	$	350.00
14	Existing City of Mauldin Police Sign Demolition	1	LS	$	750.00	$	750.00
15	Construct New Monument Sign Brick Base - Brick Face	28	SF	$	31.55	$	883.40
16	Construct New Monument Sign Brick Base - Gravel Infill	1	CY	$	220.00	$	220.00
17	Construct New Monument Sign Brick Base - Concrete Top	1	CY	$	660.00	$	660.00
18	New Electrical Service to New Freestanding Monument Sign	1	LS	$	1,730.00	$	1,730.00
19	New City of Mauldin Police Freestanding Monument Sign	1	LS	$	4,800.00	$	4,800.00
20	Remove and Relocate Blue Star Memorial Highway Sign	1	LS	$	1,150.00	$	1,150.00
21	Remove and Relocate Informational/Directional Signs	2	EA	$	150.00	$	300.00
22	Remove and Relocate Ornamental Light Pole	1	EA	$	3,100.00	$	3,100.00
23	Landscaping - Trees - Medium	1	EA	$	350.00	$	350.00
24	Landscaping - Shrubs - Small	17	EA	$	35.00	$	595.00
25	Landscaping - Shrubs - Large	32	EA	$	75.00	$	2,400.00
26	Landscaping - Ground Cover Plants	55	EA	$	10.00	$	550.00
27	Landscaping - Mulch	14	CY	$	90.00	$	1,260.00
28	Landscaping - Sod	1360	SF	$	1.55	$	2,108.00
29	Irrigation System Modification including Meter and Valves	1	LS	$	6,810.00	$	6,810.00
30	Miscellaneous	1	LS	$	1,200.00	$	1,200.00
31	Final Cleanup	1	LS	$	750.00	$	750.00
					Sub - Total	$	68,599.13
					Contingency	$	3,429.96
					Construction Repairs Sub-Total	**$**	**72,029.08**
					Engineering, Design & Permitting	$	5,402.18
					Construction Management & Oversight	$	2,160.87
					Cost To Cure Total	**$**	**79,592.13**

Raulston L. Travis, P.E.
International and Forensic Consulting Group, LLC
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SCDOT - City of Mauldin Property - Tracts 3-8
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Cost To Cure

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5	Remove and Relocate Existing Medium Decorative Stones in Circular Island	1	LS	$ 500.00	$ 500.00
6	Demolish Existing Concrete Sidewalk	892	SF	$ 3.65	$ 3,255.80
7	Rough Grading	2962	SF	$ 1.15	$ 3,406.30
8	Fine Grading	2149	SF	$ 1.35	$ 2,901.15
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10	Construct New Circular Landscape Area	1	LS	$ 1,320.00	$ 1,320.00
11	Construct New Brick Retaining Wall	248	SF	$ 31.55	$ 7,824.40
12	Remove and Relocate Concrete Base and Granite Memorial Markers	3	EA	$ 740.00	$ 2,220.00
13	Remove and Relocate Memorial Post	1	EA	$ 350.00	$ 350.00
14	Existing City of Mauldin Police Sign Demolition	1	LS	$ 750.00	$ 750.00
15	Construct New Monument Sign Brick Base - Brick Face	28	SF	$ 31.55	$ 883.40
16	Construct New Monument Sign Brick Base - Gravel Infill	1	CY	$ 220.00	$ 220.00
17	Construct New Monument Sign Brick Base - Concrete Top	1	CY	$ 660.00	$ 660.00
18	New Electrical Service to New Freestanding Monument Sign	1	LS	$ 1,730.00	$ 1,730.00
19	New City of Mauldin Police Freestanding Monument Sign	1	LS	$ 4,800.00	$ 4,800.00
20	Remove and Relocate Blue Star Memorial Highway Sign	1	LS	$ 1,150.00	$ 1,150.00
21	Remove and Relocate Informational/Directional Signs	2	EA	$ 150.00	$ 300.00
22	Remove and Relocate Ornamental Light Pole	1	EA	$ 3,100.00	$ 3,100.00
23	Landscaping - Trees - Medium	1	EA	$ 350.00	$ 350.00
24	Landscaping - Shrubs - Small	17	EA	$ 35.00	$ 595.00
25	Landscaping - Shrubs - Large	32	EA	$ 75.00	$ 2,400.00
26	Landscaping - Ground Cover Plants	55	EA	$ 10.00	$ 550.00
27	Landscaping - Mulch	14	CY	$ 90.00	$ 1,260.00
28	Landscaping - Sod	1360	SF	$ 1.55	$ 2,108.00
29	Irrigation System Modification including Meter and Valves	1	LS	$ 6,810.00	$ 6,810.00
30	Miscellaneous	1	LS	$ 1,200.00	$ 1,200.00
31	Final Cleanup	1	LS	$ 750.00	$ 750.00

Sub - Total	$	68,599.13
Contingency	$	3,429.96
Construction Repairs Sub-Total	**$**	**72,029.08**
Engineering, Design & Permitting	$	5,402.18
Construction Management & Oversight	$	2,160.87
Cost To Cure Total	**$**	**79,592.13**

P10230632

RAULSTON L. TRAVIS, PE
SENIOR FORENSIC CONSULTANT

Mr. Travis is a graduate of the University of Tennessee with a Bachelor of Architecture, and a Master's of Science in Civil Engineering. He has more than 35 years of professional experience. Mr. Travis has been involved with the planning, design, and construction management of numerous projects in 32 states and over 60 countries throughout the world. He has specialized expertise in architecture, civil and structural engineering, construction, forensic engineering, and expert witness services for infrastructure and residential and commercial building facilities. Mr. Travis has specialized training and over 22 years of experience in damage assessment of buildings, safety evaluation of buildings, structural mitigation and strengthening of structures, and screening of buildings for potential seismic hazards. Mr. Travis has provided numerous damage assessments and structural evaluations of buildings and infrastructure after Hurricanes Andrew, Mitch, Katrina, Sandy, Matthew, Harvey, Irma, Florence, Michael and Dorian.

Mr. Travis has served on the Board of Directors and Steering Committees for several engineering related associations. He has taught numerous training and continuing education seminars and has been featured as Keynote and Guest Speaker at numerous conferences throughout the world, including Beijing, Istanbul, Milan, Salzburg, Johannesburg, Dubrovnik, Cairo, Lima, Rio de Janeiro, La Paz, and Washington, DC. Mr. Travis was recognized as a Congressional Scholar by the 101st U.S. Congress and is the recipient of numerous awards throughout his career, most recently receiving the 2010 Project of the Year Award from the Construction Management Association of America.

EDUCATION AND PROFESSIONAL REGISTRATIONS

Bachelor of Architecture – University of Tennessee – May 1992
Master of Science in Civil Engineering, University of Tennessee – December 1993
Registered Professional Engineer in Arizona, Georgia, Maryland, Mississippi, Nevada, New Jersey, South Carolina, Texas, and Utah
Licensed General Contractor in South Carolina
Certified Expert Witness

EMPLOYMENT HISTORY

2012 – Present	International and Forensic Consulting Group
2008 – 2012	Dennis Corporation
2003 – 2008	The TDA Companies
2000 – 2003	The LPA Group
1998 – 2000	AAROTEC Infrastructure Group
1996 – 1998	Hebel Southeast
1992 – 1996	The LPA Group
1986 – 1992	Valley Construction
1984 – 1986	March, Adams & Associates

259 Blue Bonnet Trail
Marietta, SC 29661

October 16, 2023
27

QUALIFICATIONS OF THE APPRAISER
DEBORAH L. TRIPP, MAI, SRA
PROPERTY SOLUTIONS, LLC
5721 BUSH RIVER ROAD
COLUMBIA, SC 29212
803.407.3000

PROFESSIONAL DESIGNATIONS AND AFFILIATIONS

- **MAI** - Member of the Appraisal Institute, 1996, Member #11,163
- **SRA - Senior Residential Appraiser Member of the Appraisal Institute, 1990**
- State Certified General Real Estate Appraiser - State of South Carolina, GG1132
- State Certified General Real Estate Appraiser – State of North Carolina, A5379
- State Certified General Real Property Appraiser – State of Georgia, 5364
- Broker certified, South Carolina Real Estate Commission, 1988 – 380218832
- Broker-in-Charge, South Carolina Real Estate Commission License REL.29249.BIC

TECHNICAL TRAINING

Courses

Society of Real Estate Appraisers Courses Completed:
Course 101, "An Introduction to Real Property Appraising", 1984
Course 102, "Applied Residential Property Appraising", 1985
Appraisal Institute Courses Completed:
Course 201, "Principles of Income Property Appraising", 1991
Course 202, "Applied Income Property Valuation", 1991
Course 410, "Standards of Professional Practice, Part A", 1996
Course 420, "Standards of Professional Practice, Part B", 1996
Course 430, "Standards of Professional Practice, Part C", 2005
"Seven Hour National USPAP Update Course", 2020-2022 Edition, 2021
Course 833, "Fundamentals of Separating Real Property, Personal Property and Intangible Assets", 2012

Recent Seminars and Professional Development Programs

"Valuation of Conservation Easements", Completed Curriculum and Passed Examination", Appraisal Institute, 2023
"Conservation Transactions: Legal and Appraisal Matters", SC Conservation Bank, 2022
"State of South Carolina Economic Summit 2022" Appraisal Institute, 2022
"Conservation Easements, 2021 Updates on Legal, Appraisal, Accounting and Ethical Issues", The Alabama/Mississippi chapter of the Appraisal Institute & The Georgia-Alabama Land Trust, 2021
"Valuation Resources for Solar Photovoltaic Systems", Appraisal Institute, 2021
"Six Recent Appraiser Lawsuits and the Lessons from Each", Appraisal Institute, 2021
"State of SC Economic Summit, Parts 1 and 2", Appraisal Institute, 2021
"Aerial Inspections for Real Estate", Appraisal Institute, 2021
"What's up with Technology for Real Estate Appraisers", Appraisal Institute, 2020
"Artificial Intelligence, AVMs & Blockchain – Implications for Valuation", Appraisal Institute, 2020
"Valuation Impacts of COVID-19", Appraisal Institute, 2020
"Covid-19 Latest Developments and Collaborative Efforts", Appraisal Institute, 2020
"SCR Coronavirus Advocacy Update-Local, State, and Federal" South Carolina Association of REALTORS®, 2020
"Covid-19 – Rapid Response and Latest Developments", Appraisal Institute, 2020
"South Carolina REALTORS® Broker in Charge Coronavirus Legal Update", SCR, 2020
"Appraising for the Department of Interior (AVSO) & Other Federal Agencies", Appraisal Institute, 2019
"ARGUS Enterprise Training", Appraisal Institute, 2019
"Engagement Letters", Appraisal Institute, 2018
"Uniform Standards for Federal Land Acquisition", - Appraisal Institute, 2018

QUALIFICATIONS OF DEBORAH L. TRIPP, MAI, SRA - (Continued)

PROFESSIONAL CONTRIBUTIONS

Author:

- "Practical Applications: The Cost Approach and Accrued Depreciation" Seminar sponsored by SC Chapter of the Appraisal Institute and approved by the SC Real Estate Appraisers Board, 1993
- "Appraiser Independence Redefined: The Empowerment of a Profession", Appraisal Institute, Valuation Insights and Perspectives, Volume 1, # 4, Fall, 1996.
- "Proposals and Engagements – Preparing for Marriage with your Client", Appraisal Institute, Valuation Insights and Perspectives, Volume 4, #3, Third Quarter, 1999.
- Various appraisal seminars and workshops, 1988 to 2007

Advisor:

- Valuation Insights and Perspectives, professional periodical, published quarterly by the Appraisal Institute, Chicago, Illinois, through 1999.

Reviewer:

- "Senior Housing - *Looking Toward the Third Millennium"*, Arthur E. Gimmy, MAI, Appraisal Institute, Chicago, Illinois, 1998.
- "Fannie Mae Desktop Underwriter Quantitative Analysis Appraisal Report Form 2055 & Qualitative Analysis Appraisal Report Form 2065", Joseph L. Minnich, III, SRPA, SRA, Appraisal Institute, Chicago, Illinois, 1997.

Other:

Past President and Cofounder, CREW Midlands South Carolina, 2014 (Commercial Real Estate Women)
President, CREW Midlands South Carolina, 2013
President Elect, CREW Midlands SC, 2012
Director, CREW Midlands SC, 2010-2011
Past President and Co-Founder: SC Professional Appraisers Coalition, 2009
Board of Directors, SC Chapter Appraisal Institute, 2004-2006
Government Relations Committee, SC Chapter Appraisal Institute, 2003, 2014-2016
Associate Guidance Committee Chair, SC Chapter Appraisal Institute, 2003
Member, Government Relations Committee, Appraisal Institute, 1996-2002
Vice-Chair, Government Relations Committee, Appraisal Institute, 1999
Member, Public Affairs Committee, Appraisal Institute, 1999
Member, Publications Review Subcommittee, Appraisal Institute, 1996-1999
Member, Communications Committee, Appraisal Institute, 1999
SC State Chair, Government Relations Subcommittee, Appraisal Institute, 1994-1998

EXPERIENCE

- Property Solutions, LLC, Owner/President, Analyst, Appraiser, Consultant, 1998 to present.
- Administrator/Subcontract Senior Commercial Appraiser, Executive Vice President and/or owner, various appraisal firms since 1981.
- Experience in real estate industry as Broker-in-Charge or licensed agent since 1977.

QUALIFICATIONS OF DEBORAH L. TRIPP, MAI, SRA - (Continued)

SCOPE OF PROPERTY ANALYSIS COMPLETED

Real Estate Analysis Prepared For

US Department of Justice
University of South Carolina
City of Columbia
Internal Revenue Service
Security Federal Bank
South Carolina Department of Transportation
South Carolina Department of Parks, Recreation & Tourism
Blue Cross & Blue Shield of South Carolina
Department of Housing & Urban Development
First Horizon
South Carolina State Housing Authority
Columbia Housing Authority
General Services Administration
University of South Carolina
Southern First Bank
Wal-Mart
SouthState Bank
Wells Fargo Bank
SC Law Enforcement Division
Richland County
First Citizens Bank & Trust
Truist
Lexington Medical Center
Attorneys
South Carolina National Guard
South Carolina Budget & Control Board
South Carolina Bar Association
State Farm Insurance Company
US Army Corps of Engineers

Real Estate Analysis and Consulting
Extensive experience in numerous property types including:

Health Care Enterprises	*Hospitals*	*Senior Care Facilities*
Conservation Easements	*Market Analysis*	*Life Care Communities*
Independent Living Facilities	*Apartments*	*HUD Programs*
Complex Properties	*Tax Credit*	*Review Appraisals*
Litigation Appraisals	*Litigation Consulting*	*Partial Acquisition*
Partial Interests	*Environmentally Impaired*	*Shopping Centers*
Retail Buildings	*Offices*	*Office Parks*
Restaurants	*Historic Properties*	*Single Family Residences*
Development Land	*Mixed Use Developments*	*Plantations*
Subdivisions	*Feasibility Studies*	*Market Analysis*
Rental Studies	*Air Rights*	*Marinas*

Qualified as Expert Appraisal Witness on Real Estate Analysis and Valuation in: US Bankruptcy Court, District of South Carolina; Lexington County Family Court, Eleventh Judicial Circuit; Aiken County Civil Court, Second Judicial Circuit, Administrative Law Judge Division, State of SC. Consultant in real estate mediation deliberations and depositions.

Community Service

Co-Founder, Commercial Real Estate Women – Midlands Chapter
Co-Founder, South Carolina Professional Appraisers Coalition
President, Southwell Subdivision Homeowner's Association Board of Directors, 2011
Chair and Organizer, Central South Carolina Habitat for Humanity ***First Ladies Build***, the first Women-built Habitat House in South Carolina, First Lady Rachel Hodges, Honorary Chair
Nominated for South Carolina "Woman of Achievement" Award, Governor's Commission on Women, 2001

BCD 1362346

State of South Carolina
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

DEBORAH L TRIPP

Is hereby entitled in practice as a:

Certified General Appraiser

License Number: **1132**

Expiration Date: 06/30/2024
OFFICE COPY

Laura L. Smith
Administrator

DEBORAH LYNN TRIPP

5364
Status ACTIVE

END OF RENEWAL
11/30/2024

CERTIFIED GENERAL REAL PROPERTY APPRAISER

THIS LICENSE EXPIRES IF YOU FAIL TO PAY RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605

LYNN DEMPSEY
Real Estate Commissioner

1235610403354210

NORTH CAROLINA APPRAISAL BOARD

APPRAISER QUALIFICATION CARD

REGISTRATION / LICENSE / CERTIFICATE HOLDER
DEBORAH L TRIPP

23 — 24

A5379	G	Y
APPRAISER NUMBER	TYPE	NATIONAL REGISTRY

Deborah L Tripp
Appraiser's Signature

Executive Director

EXPIRES JUNE 30, 2024

BCD 1433371

State of South Carolina
Department of Labor, Licensing and Regulations
Real Estate Commission

OFFICE CODE: **REO.5387 OFC**
LICENSE NO: **29249**

THIS PERSON LISTED BELOW HAS BEEN DULY LICENSED BY THE SOUTH CAROLINA REAL ESTATE COMMISSION

ASA BROKER IN CHARGE

DEBORAH L TRIPP
PROPERTY SOLUTIONS LLC
5721 BUSH RIVER RD
COLUMBIA SC 29212

Expires 06/30/2024
OFFICE CARD

Administrator

CITY COUNCIL
AGENDA ITEM

MEETING DATE: February 19, 2024

AGENDA ITEM: 8b

TO: City Council

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

SUBJECT: Temporary Use Regulations

BACKGROUND

In recent months and years, City leaders and staff have received comments about the challenges associated with holding events at businesses and operating food trucks. Staff has been asked to review and consider updates to the City's food truck and temporary use regulations provided in the Mauldin Zoning Ordinance. At its meeting on November 6, 2023, the Building Codes Standing Committee of City Council discussed this issue and provided input on the City's food truck and temporary use regulations. Based on this input, City staff drafted an ordinance amending the City's temporary use regulations. This ordinance was reviewed by the Planning Commission at its meeting on January 23, 2024.

CURRENT MAULDIN STANDARDS

Presently, the City of Mauldin regulates temporary events and food trucks in accordance with Article 9 of the Zoning Ordinance. This Article is titled "Temporary Uses and Structures" and was adopted in 2014 and amended in 2017.

Temporary Events

The City's ordinance categorizes events into the following different categories:

Category	Stipulations	Permit Requirement
City-sponsored events or events on City-owned properties	None	Approved through separately managed City process for special events
Non-commercial fundraising event	• Must be in non-residential district • Cannot exceed 3 consecutive days	No permit required
Private non-commercial events	• Must be on private property • Cannot be longer than 8 hours • No more than 6 events allowed at a single location in a year	No permit required unless: • Event is more than one day; • Attendance will be more than 100 people; or • Food trucks will be present
All other short-term temporary events	• No more than 4 events allowed at a single location in a year • Event cannot be longer than 14 days	Permit required

Food Trucks

Food trucks are generally only allowed to operate at permitted events. There are two exceptions to this: (1) food trucks at construction sites, and (2) ice cream trucks or similar food trucks that do not stop anywhere for more than 15 minutes. The general requirements for food trucks include:

- Maintain a DHEC-approved commissary
- Pass a fire inspection with the Mauldin Fire Department
- Obtain a Mauldin business license
- Remit hospitality taxes

In the application for a Mauldin business license, the applicant must provide the following:

- Name and address of the commissary
- A color photograph of the applicant
- A ten-year background check
- A ten-year driving record
- A copy of the vehicle's registration and insurance
- Color photographs of the inside and outside of the vehicle

Food trucks are subject to the following restrictions:

- Food trucks are strictly prohibited from selling beverages that contain alcohol.
- Food trucks are not allowed to set up within 250 feet of a restaurant without that restaurant's permission.
- Access to restrooms must be provided within 300 feet of the food truck.
- Food trucks are not allowed to set up within 200 feet of a residence unless part of a neighborhood event.
- Food trucks are not allowed to operate more than 90 days in a year.
- Food trucks cannot operate before 7:00 a.m. or after 10:00 p.m.
- Food trucks must be set back at least 15 feet from the public right-of-way.

DRAFT ORDINANCE

Based on the input received at the November 6, 2023, Standing Committee meeting, as well as input received from businesses and mobile food vendors in recent months and years, staff has drafted a new ordinance for temporary uses that is much easier to administer and follow. The simplified approach of this draft ordinance is to: (1) Provide general standards that apply to all temporary uses and structures; (2) Identify temporary uses and structures that are allowed and exempt from permit requirements; (3) Identify temporary uses and structure that are allowed by permit; and (4) Specify a brief set of standards for mobile food sales. In addition, the draft ordinance outlines the purpose and intent of these regulations, establishes the authority to administer these regulations, and cleans up the definitions pertaining to temporary uses and structures.

For the full text of the draft ordinance, please see the attachment.

Temporary Events

One of the more significant changes in the draft ordinance is how it approaches temporary events. The City's current standards require a permit for nearly every event. This has been a source of frustration for businesses in the community that put on occasional events such as grand openings, special promotional events, community events, and so forth. Some businesses, especially for one-day events, usually skip the permit process and hold their event any way. If the staff finds out about an unpermitted event, it is generally after the event has concluded and there is little recourse to be had at that point.

This draft ordinance treats temporary events in a new way by listing the types of events that are most common and exempting these events from a permit. The events in the draft ordinance that are exempt from a permit include:

- Outdoor promotional events for less than 200 attendees and no more than two consecutive days
- Private events, such as weddings, funerals, and private parties, not open to the general public
- Events sponsored or hosted by the City of Mauldin
- Events at churches, sports facilities, schools, auditoriums, and similar places of assembly
- Events at common areas in residential neighborhoods
- Events at BridgeWay Station
- Garage sales and yard sales at residences

Mobile food sales

The City's current standards only allow mobile food sales, including food trucks, to operate at permitted events. In addition, there are several application steps a food truck must follow and there is a long list of standards the food truck must follow. The draft ordinance adapts this approach by allowing mobile food sales at the following temporary use activities, whether permitted or exempt from a permit:

- Outdoor promotional events;
- Private events;
- Events sponsored or hosted by the City of Mauldin;
- Events at churches, sports facilities, school, auditoriums, and similar places of assembly;
- Events at common areas in residential neighborhoods;
- Events at BridgeWay Station;
- Mobile food sales at construction sites;
- Mobile food sales at places of employment with 100 or more employees; and
- Intermittent food sales by an ice cream truck.

Food trucks still will need to be inspected and obtain a business license as before, but the requirements for obtaining a business license have been made easier in terms of the documentation required.

The draft ordinance also adapts the current prohibition of the sale of alcoholic beverages at food trucks by allowing the sale of alcoholic beverages where such has been approved by the South Carolina Department of Revenue Alcohol Beverage Licensing regulations and complies with the conditions of such approval. Additionally, the issuance of a license by the South Carolina Department of Revenue is subject to a review by the Mauldin Police Chief so that he can determine whether the health, safety, and general welfare of the community is protected.

PUBLIC HEARING

The Planning Commission held a public hearing on January 23, 2024. No public comments were offered at the public hearing.

BUILDING CODES COMMITTEE REVIEW

During their review on February 5, 2024, the Building Codes Committee commented on the pronouns used in the ordinance to refer to the police chief. This section was updated to include the "she" pronoun in addition to the "he" pronoun. Additionally, after the review by the Committee, the section on fire inspections of food trucks was updated to include inspections by acceptable agencies approved by the Mauldin Fire Department since this is something currently being explored by many of the fire districts in Greenville County. A few minor grammatical revisions have also been made to the draft ordinance and have been included in the version being presented to City Council.

TIMELINE

On November 6, 2023, the Building Codes Committee discussed temporary event and food truck regulations in the City of Mauldin.

On January 23, 2024, the Planning Commission held a public hearing and voted 5-0 to recommend approval of the ordinance.

On February 5, 2024, the Building Codes voted 3-0 to forward this ordinance to City Council with a recommendation of approval.

STAFF RECOMMENDATION

Staff recommends approval of the draft ordinance to amend the regulations and standards for temporary uses and structures in the City of Mauldin.

PLANNING COMMISSION RECOMMENDATION

On January 23, 2024, the Planning Commission voted 5-0 to recommend approval of the ordinance.

ATTACHMENTS

Draft Ordinance

ORDINANCE # _____

AN AMENDMENT TO THE MAULDIN ZONING ORDINANCE ESTABLISHING REGULATIONS FOR TEMPORARY USES AND STRUCTURES.

WHEREAS, temporary uses can be beneficial to local economic development and are often popular with the community; and

WHEREAS, this ordinance is intended to provide reasonable regulations and review procedures necessary to ensure that temporary land uses do not become permanent or jeopardize public health, safety, and welfare; and

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

WHEREAS, pursuant to properly published public notice, the Mauldin Planning Commission considered this matter at a public hearing on January 23, 2024.

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

Section 1. Repeal. Article 9, Temporary Uses and Structures, of the Mauldin Zoning Ordinance is hereby repealed in its entirety.

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

ARTICLE 7. – ALLOWED USES

***

Sec. 7:3 – Temporary Uses and Structures.

7:3.1 Purpose and Intent.

Temporary uses can be beneficial to local economic development and can be popular with the community. At the same time, reasonable regulations and review procedures can be necessary to ensure that temporary uses and structures do not become permanent or jeopardize public health, safety, and welfare. This section allows for the establishment of

specific temporary uses of limited duration. The regulations in this section have the following intent:

A. Reasonably allow land uses on a temporary basis that are not appropriate on a long-term/permanent basis.
B. Maintain the health, safety, and welfare of the surrounding area and the greater community.
C. Provide predictable outcomes for applicants and the community.
D. Promote economic development.
E. Encourage the use of underused land.

7:3.2 Applicability.

The standards in this section apply to non-permanent uses that take place on a temporary basis whether on the same site or in different locations in the City. The activities listed in this section require the issuance of a permit, except where exempted herein.

7:3.3. Authority.

In approving a temporary use permit, the City Administrator, or his designee, is authorized to impose any of the following requirements, as may be necessary to reduce or minimize any potential adverse impacts upon other property in the area, as long as the condition relates to a situation created or aggravated by the proposed temporary use/structure.

A. Provision of temporary parking facilities, including vehicular access and egress;
B. Control of nuisance factors such as, but not limited to, the prevention of glare or direct illumination of adjacent properties, noise, vibrations, smoke, dust, odors, gases, and heat;
C. Prohibition of the storage or use of hazardous materials;
D. Regulation of placement, height, size, and location of equipment;
E. Provision of sanitary and medical facilities;
F. Provision of solid waste collection and disposal;
G. Provision of security and safety measures;
H. Use of an alternate location or date;
I. Modification or elimination of certain proposed activities;
J. Regulation of operating hours and days, including limitation of the duration to a shorter time period than requested or specified in this section; and
K. Submission of a performance guarantee to ensure that any temporary use will be removed from the lot or site within a reasonable time and the lot or site will be restored to its former condition.

7:3.4 General Standards for All Temporary Uses and Structures.

Any temporary use or structure shall generally meet the following standards.

A. ***Property owner permission.*** The operator of the temporary use or structure must obtain written permission from the landowner of the property where the temporary use or structure will be located prior to the establishment of the temporary use or structure. The operator must be willing and able to produce such written permission to the appropriate authority upon request.

B. ***Permits and licenses.*** The operator of the temporary use or structure shall obtain the appropriate permits and licenses, including a City of Mauldin business license where applicable pursuant to Chapter 10, Article II of the Mauldin Code of Ordinances, from the City of Mauldin and other applicable agencies prior to the establishment of the temporary use or structure.

C. ***Protection of health, safety, and general welfare.*** The temporary use or structure shall not be detrimental to other property or improvements in the surrounding area or to the public health, safety, or general welfare.

D. ***Maintain conditional use standards.*** Where the property or use of the property is subject to any standards or conditions of approval, those applicable standards and conditions shall be maintained.

E. ***Permanent alterations prohibited.*** Permanent alterations to the site, especially as would contradict the temporary nature of the use or structure, are prohibited.

F. ***Temporary signage.*** Any signage for the temporary use or structure shall comply with the applicable standards and requirements for temporary signage.

G. ***Utility connections.*** Any connections to water, sewer, electrical and other utilities shall meet the appropriate standards and obtain applicable approvals for those connections. Such written approval(s) must be available for inspection by the City upon request.

H. ***Parking and accessibility.*** Adequate parking, including required minimum parking for both the temporary use/structure and existing uses/structures as provided in Section 6:1 of the Mauldin Zoning Ordinance, shall be provided on-site or via written parking agreement(s) with an adjacent property owner(s). Existing fire lanes, ADA accessibility, pedestrian access, and vehicular access shall be maintained at the property where the temporary use or structure will be located.

I. ***Buffers and landscaping.*** Any existing landscaping and buffer areas shall be protected and maintained at the property where the temporary use or structure will be located.

J. ***Restroom facilities.*** Adequate restroom facilities shall be available on-site.

K. ***Trash collection and disposal.*** Adequate trash collection and disposal shall be provided for the temporary use or structure.

L. ***Operating hours.*** Any outdoor activities at a temporary use or structure within 500 feet of a residential use shall begin no earlier than 7:00 A.M. and cease no later than 10:00 P.M.

7:3.5 Certain Temporary Uses and Structures Exempt from Permit Requirements.

Temporary use permits are not required for the following activities or events (this exemption does not exempt the activity from any other required applicable permits or licenses, such as building permits, business licenses, alcoholic beverage licenses, health department approvals, hospitality taxes, etc.).

A. Outdoor promotional events with a total anticipated assembly of less than 200 people. In addition to the general standards provided in Section 7:3.4, such events shall adhere to the following standards.

    1. ***Permissible locations.*** Such events are only allowed at non-residential properties.
    2. ***Event duration.*** Such events are allowed for up to two consecutive days.
    3. ***Number of events.*** The maximum number of such events allowed at the same property in a calendar year is four.

B. Private events, such as weddings, private parties, funerals, etc., not open to the general public and lasting less than 12 hours.

C. Events sponsored or hosted by the City of Mauldin. Events hosted by the City of Mauldin are still subject to a separate review and approval process administered by the department that manages the facility where the event will be hosted.

D. Events at permanent places of worship, sports facilities, schools, auditoriums, or other similar established places of assembly.

E. Events at common areas in residential neighborhoods organized and managed by the homeowners' association of that neighborhood.

F. Events at the plaza and activity spaces at BridgeWay Station where such events operate with the permission of the management company for BridgeWay Station.

G. Mobile food sales at construction sites or places of employment with 100 or more employees with the intent of solely serving food to the employees working at the construction site or place of employment. In addition to the general standards provided in Section 7:3.4, such sales shall adhere to the following standards.

    1. ***Number of mobile food sales vendors.*** The maximum number of mobile food sales vendors allowed at a site at one time is one.

2. ***Sales duration.*** Such food sales are allowed for up to two hours on any given day.

H. Construction-related structures or containers at a construction site with an active construction permit. Such structures or containers must be removed within 30 days following the issuance of the certificate of occupancy or certificate of completion for the construction project.

I. Real estate sales/leasing office at a residential development project under active construction. In addition to the general standards provided in Section 7:3.4, such offices shall adhere to the following standards.

1. ***Permissible locations.*** Such offices are only allowed at residential development projects under active construction.
2. ***Permissible operations.*** The use of the office must only be for the initial sale or lease of properties within the residential development at which the office is located.
3. ***Duration.*** Such offices are allowed only for the period during which the development project is under active construction.
4. ***Minimum setbacks.*** The structure shall meet the required setbacks for the underlying zoning district to the extent practicable. The Business and Development Services Director may grant alternative setback requirements when he determines that such alternative setback requirements are necessary to accommodate any existing structures or proposed improvements on the site.
5. ***Mobile structure requirements.*** Underpinning, skirting, or other curtain wall materials must be installed around the entire perimeter of any mobile structure.

J. Construction office at an active construction project. In addition to the general standards provided in Section 7:3.4, such offices shall adhere to the following standards.

1. ***Permissible locations.*** Such offices are only allowed at development projects under active construction.
2. ***Permissible operations.*** The use of the office must only be as an office for those contractors and construction personnel working at the development site where the office is located.
3. ***Duration.*** Such offices are allowed only for the period during which the development project is under active construction.
4. ***Minimum setbacks.*** The structure shall meet the required setbacks for the underlying zoning district to the extent practicable. The Business and Development Services Director may grant alternative setback requirements when he determines that such alternative setback requirements are necessary to accommodate any existing structures or proposed improvements on the site.

5. ***Mobile structure requirements.*** Underpinning, skirting, or other curtain wall materials shall be installed around the entire perimeter of any mobile structure.

K. Garage sales or yard sales. In addition to the general standards provided in Section 7:3.4, such sales shall adhere to the following standards.

1. ***Permissible locations.*** Such sales are only allowed at a residential dwelling or in the common area of a residential neighborhood with the permission of the homeowners' association.
2. ***Number of days.*** Such sales are allowed for up to a maximum of 30 days in a calendar year. The aggregate number of days a sale is conducted at the same property is subject to this maximum number of days.
3. ***Merchandise for sale.*** Only general household goods may be sold at such sales.

L. Intermittent food sales by an ice cream truck that does not park or sit idle for more than 15 minutes at any one location.

M. Portable storage containers. In addition to the general standards provided in Section 7:3.4, such containers shall adhere to the following standards.

1. ***Permissible locations.*** Such containers are only allowed at residential properties.
2. ***Duration.*** Such containers are only allowed for up to 30 consecutive days.
3. ***Number of occurrences.*** Containers cannot be placed at the same property more than two separate occurrences in a calendar year.
4. ***Placement.*** Containers must be placed on the driveway or behind the dwelling. Exception: A container may be placed in the front yard or side yard for a maximum of 48 hours provided the container does not impair the visibility of any motorist, cyclist, or pedestrian at any street or driveway intersection.
5. ***Number of containers.*** No more than two containers may be placed on a single lot at one time.
6. ***Prohibited materials.*** Non-residential materials and substances, including but not limited to hazardous materials, explosives, and/or unlawful substances and materials, shall not be stored or transported in such containers.

7:3.6 Temporary Uses and Structures Allowed by Permit.

Each of the temporary uses and/or structure provided in this section requires a temporary use permit and are subject to the standards provided herein.

A. Seasonal outdoor sales for the sale of Christmas trees, pumpkins, or similar agricultural products. In addition to the general standards provided in Section 7:3.4, such sales shall adhere to the following standards.

1. ***Permissible locations.*** Such sales are only allowed at non-residential properties.
2. ***Hours of operation.*** The hours of operation for such sales shall be limited to 7:00 AM until 10:00 PM.
3. ***Duration.*** Such sales are only allowed for up to 60 consecutive days.
4. ***Number of occurrences.*** No more than two such sales events may be permitted at the same location in a calendar year.

B. Large events with an anticipated assembly of 200 people or more or a duration of more than two consecutive days on an individual parcel or site. In addition to the general standards provided in Section 7:3.4, such events shall adhere to the following standards.

1. ***Permissible locations.*** Such events are only allowed at non-residential properties.
2. ***Duration.*** Such events are only allowed for up to 14 consecutive days.
3. ***Number of occurrences.*** No more than four such events may be permitted at the same location in a calendar year.
4. ***Liability insurance.*** The applicant must provide proof of liability insurance in an amount equal to the city's liability under the Government Tort Claims Act (S.C. Code 1976, § 15-78-10 et seq.) and require the execution of a hold harmless agreement to indemnify the city in the event it is held liable for any injuries or damage because of the event.

7:3.7 Mobile Food Sales.

Mobile food sales, including any vehicle, truck, trailer, cart, or other movable structure or device used for the sale of food and beverages, are only allowed to set up and operate at the following temporary use activities provided in Section 7:3.5 and Section 7:3.6:

a. Outdoor promotional events in accordance with Section 7:3.5(A);
b. Private events in accordance with Section 7:3.5(B);
c. Events sponsored or hosted by the City of Mauldin in accordance with Section 7:3.5(C);
d. Events at permanent places of worship, sports facilities, school, auditoriums, or similar established places of assembly in accordance with Section 7:3.5(D);
e. Events at common areas in residential neighborhoods in accordance with Section 7:3.5(E);
f. Events at the plaza and activity spaces at BridgeWay Station in accordance with Section 7:3.5(F);

g. Mobile food sales at construction sites in accordance with Section 7:3.5(G);
h. Mobile food sales at places of employment with 100 or more employees in accordance with Section 7:3.5(G); and
i. Intermittent food sales by an ice cream truck in accordance with Section 7:3.5(L).

In addition to the general standards provided in Section 7:3.4, mobile food sales shall adhere to the following standards.

1. ***Placement.*** Mobile food sales must be set back at least 15 feet from any fire hydrant, utility box or vault, handicap accessible ramp or aisle, and building entrance or exit. Additionally, mobile food sales shall be placed such that they do not impair the visibility of any motorist, cyclist, or pedestrian.
2. ***Mauldin business license.*** A valid annual City of Mauldin business license is required prior to setting up or operating a mobile food unit within the city limits of Mauldin. Valid licenses shall be displayed in a visible location at the mobile food unit. At the time of application for a business license for a mobile food vehicle, the applicant shall provide a copy of a valid driver's license, vehicle registration, and proof of general liability insurance for operation of the vehicle as a motor vehicle.
3. ***Inspection.*** Prior to the issuance of a City of Mauldin business license, any vehicle, truck, trailer, cart, or other movable structure or device used in the sale of food and beverages must be inspected by the Mauldin Fire Department, or by an acceptable agency approved by the Mauldin Fire Department, for compliance with the City's Fire Code.
4. ***DHEC compliance.*** Mobile food sales vendors shall meet all applicable DHEC regulations for mobile food units and possess a valid DHEC permit where applicable. Any mobile food vendor or vending unit that has been issued a notice of health violation by any department of the State of South Carolina, which remains uncorrected upon a subsequent inspection, shall not be allowed to operate within the city limits of Mauldin.
5. ***Discharge of substances.*** Fat, oil, grease, or wastewater is not allowed to be discharged into the sanitary sewer system or stormwater collection system. All waste shall be properly stored and disposed of at a properly designated and authorized disposal location.
6. ***Sale of alcoholic beverages.*** The sale of alcohol beverages is prohibited unless the proposed location of the sale of alcoholic beverages has been approved by the South Carolina Department of Revenue Alcohol Beverage Licensing and the sale of alcoholic beverages complies with the conditions of such approval. The issuance of a license by the South Carolina Department of Revenue is subject to a review by the Mauldin Police Chief who will review the location, set-up, and operations of the proposed sale of alcoholic beverages. If he or she determines that the proposed activity does not protect the health, safety, or general welfare of the community, he or she may deny the sale of alcoholic beverages.

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

ARTICLE 3. – ZONING DISTRICTS, GENERAL STANDARDS, DEFINITIONS

***

Sec. 3:3 – Definitions

***

~~*Food trailer (concession style).* An enclosed attached or detached trailer that is equipped with facilities for the preparing, cooking and selling of various types of food products.~~

~~*Food truck.* An enclosed motor vehicle equipped with facilities for preparing, cooking and selling of various types of food products.~~

***

~~*Intermittent mobile food sales.* Food transactions from a mobile vehicle where the vehicle only remains idle for a period of fifteen (15) minutes or less (e.g. ice cream trucks, food vendors at construction sites).~~

***

Mobile food sales. The preparation, cooking, serving and/or sale of food from a portable stand, vehicle or trailer.

~~*Mobile food vendor vehicle.* A self-contained, motorized vehicle mounted food service unit that returns daily to its base of operations (Commissary) as approved by DHEC and is used for either the preparation or the sale of food products, or for both.~~

***

~~*Mobile market food truck.* An enclosed motor vehicle equipped with facilities for the sale of locally grown fresh produce. The produce sold is in its original form and has not been altered or cooked in any other way inconsistent with it coming fresh from the fields and/or gardens in which it was grown.~~

***

Portable storage container. A purpose-built, box-like container that is designed for temporary storage of goods, materials, and equipment. Usually these containers are designed for ease of loading to and from a transport vehicle.

***

Promotional event. An occasion that draws attention to a particular business, service, or product(s).

***

~~*Short-term temporary use*. A use (and/or structure containing a use) that is temporary in nature and only active for a specified period of time.~~

***

~~*Special event.* A temporary event is an activity sponsored by a governmental, charitable, civic, educational, religious, business, or trade organization which is infrequent in occurrence and limited in duration. Examples include arts and crafts shows, community festivals, carnivals, fairs, circuses, concerts, conventions, exhibitions, trade shows, outdoor religious events, and other similar activities.~~

***

~~*Temporary event.* An single day or multi-day event such as but not limited to: fundraisers, promotional events, arts and craft shows, carnivals, fairs, circuses, concerts, trade shows, outdoor religious events, and other similar activities.~~

***

Temporary structure. A structure that is erected without any foundation or footings and is removed when the designated time period, activity, or use for which the temporary structure was erected has ceased.

Temporary use. A use established for a limited duration with the intent to discontinue such use upon the expiration of the time period.

***

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

Passed on First Reading: _____

Passed on Second Reading _____

CITY OF MAULDIN, SOUTH CAROLINA

BY: _____
Terry Merritt, Mayor

ATTEST:

_____
Cindy Miller, Municipal Clerk

APPROVED AS TO FORM:

_____
Daniel Hughes, City Attorney

CITY COUNCIL
AGENDA ITEM

MEETING DATE: February 19, 2024

AGENDA ITEM: 8c

TO: City Council

FROM: Public Works Director, Matthew Fleahman

SUBJECT: Sewer Rehabilitation Program

REQUEST

Authorization is requested to execute the attached contract between the City of Mauldin and Atlantic Coast Contractors, Inc. (C/O Frazier Engineering, P.A).

HISTORY/BACKGROUND

The City identified a need for additional funding for sewer rehabilitation and submitted a grant application to the South Carolina Rural Infrastructure Authority for funding. On April 27, 2023, the City was informed that a grant amount of $3,399,750 was awarded to the City for the Basin RG2 Sanitary Sewer Rehabilitation.

ANALYSIS or STAFF FINDINGS

The City of Mauldin posted the project on the City website and on the South Carolina Business Opportunities (SCBO) website. Bids were submitted and a public bid opening was conducted on November 20, 2023. Atlantic Coast Contractors, Inc. was the lowest bid. All procurement and contract documents were sent to the SC Rural Infrastructure Authority to be reviewed, and on January 17, 2024 the City was notified that all were satisfactory.

FINCANCIAL IMPACT

The City was awarded 3,399,750 dollars from the South Carolina Rural Infrastructure Authority. A municipal match of $600,000 is required by the City. The rehabilitation funds from the 2022-2023 and the 2023-2024 fiscal budgets were used as the municipal match.

RECOMMENDATION

Staff recommends the City Council approve the contract.

SECTION 01140

BID

PROJECT IDENTIFICATION: BASIN RG2 SANITARY SEWER REHABILITATION PROJECT

THIS BID IS SUBMITTED TO:

City of Mauldin
700 East Standing Springs Road
Simpsonville, SC 29680

OWNER: City of Mauldin

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER (Agreement form included in the Contract Documents) to perform and furnish all Work as specified or indicated in the Contract Documents within the specified time and for the amount indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and the Information for Bidders, including without limitation those dealing with the disposition of bid security. This Bid will remain subject to acceptance for 90 days after the day of the bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents within 15 days after the date of Owner's Notice of Award.

3. In submitting this Bid, Bidder represents that:

a. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

No. 1 Dated October 21,2023

No. 2 Dated November 3, 2023

No. _____ Dated _____

b. Bidder has visited the site and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.

c. Bidder is familiar with and has satisfied itself as to all Federal, State, and Local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

d. Bidder has carefully studied all available information including reports and inspections which have been identified in the Contract Documents. Bidder

accepts the determination set forth in the Contract Documents to the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely. Bidder acknowledges that such reports are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to underground facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

e. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

f. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

g. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. Bidder will complete the Work for the unit prices defined in the following Bid Schedule. Quantities indicated are estimated and not guaranteed; they are solely for comparing Bids and establishing the initial Contract Price. Final payment will be based on actual quantities.

BID FORM

BASIN RG2 SANITARY SEWER REHABILITATION PROJECT

MAULDIN, SOUTH CAROINA

For furnishing all new materials, labor and equipment that may be incidental to and for the construction of sanitary sewer facilities as specified and outlined below:

ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL
1	**FOR CLEANING AND TELEVISING EXISTING SEWERS TO FURTHER EVALUATE THE SEWERS, AS SPECIFIED, ANY REQUIRED CLEANING, ANY LOCATION, ANY LENGTH OF SEWER, COMPLETE IN PLACE, FOR VARIOUS PIPE DIAMETERS.**				
A.	EXISTING 6" DIAMETER MAIN SEWERS	500	LF	$4.50	$2,250.00
B.	EXISTING 8" DIAMETER MAIN SEWERS	11,000	LF	$3.60	$39,600.00
C.	EXISTING 10" DIAMETER MAIN SEWERS	1,000	LF	$4.75	$4,750.00
D.	EXISTING 12" DIAMETER MAIN SEWERS	500	LF	$6.00	$3,000.00
E.	DYE TEST TO VERIFY IF A SERVICE LATERAL IS ACTIVE				
1)	1 OR 2 SERVICES TO BE DYE TESTED PER SEWER SEGMENT; COST PER DYE TEST	2	EA	$775.00	$1,550.00
2)	3 OR MORE SERVICES TO BE DYE TESTED PER SEWER SEGMENT; COST PER DYE TEST	2	EA	$630.00	$1,260.00
2	**FOR PERFORMING POINT REPAIRS TO EXISTING GRAVITY SEWERS (INCLUDING REPLACING SERVICE LATERAL CONNECTIONS AND PIPING) USING PVC PIPE, REPAIR LENGTH AS SPECIFIED BELOW, VARIOUS PIPE DIAMETERS, VARIOUS DEPTHS OF SEWER, BACKFILL USING EXCAVATED SOIL EXCEPT AS NOTED, INCLUDING COMPLETE RESTORATION OF GRASSED AREAS (RESTORATION OF PAVED AREAS PAID UNDER SEPARATE BID ITEMS), AS SPECIFIED AND IN ACCORDANCE WITH DETAIL SS-22, COMPLETE IN PLACE.**				
A.	REPAIR TO EXIST 8" DIAMETER SEWERS USING PVC PIPE				
1)	0 TO 10 FEET DEEP				
(a)	0 TO 12 FEET LONG	30	EA	$6,000.00	$180,000.00
(b)	GREATER THAN 12 FEET IN LENGTH, PAYMENT FOR EACH FOOT OVER 12 FEET, ADD TO ITEM 1(a) ABOVE	60	LF	$350.00	$21,000.00
2)	10.1 TO 15 FEET DEEP				
(a)	0 TO 12 FEET LONG	10	EA	$7,000.00	$70,000.00
(b)	GREATER THAN 12 FEET IN LENGTH, PAYMENT FOR EACH FOOT OVER 12 FEET, ADD TO ITEM 2(a) ABOVE	20	LF	$375.00	$7,500.00
B.	REPAIR TO EXIST 10" DIAMETER SEWERS USING PVC PIPE				
1)	0 TO 10 FEET DEEP				
(a)	0 TO 12 FEET LONG	2	EA	$6,800.00	$13,600.00
(b)	GREATER THAN 12 FEET IN LENGTH, PAYMENT FOR EACH FOOT OVER 12 FEET, ADD TO ITEM 1(a) ABOVE	10	LF	$386.00	$3,860.00
2)	10.1 TO 15 FEET DEEP				
(a)	0 TO 12 FEET LONG	1	EA	$8,500.00	$8,500.00
(b)	GREATER THAN 12 FEET IN LENGTH, PAYMENT FOR EACH FOOT OVER 12 FEET, ADD TO ITEM 2(a) ABOVE	5	LF	$427.00	$2,135.00
C.	REPAIR TO EXIST 12" DIAMETER SEWERS USING PVC PIPE				
1)	0 TO 10 FEET DEEP				
(a)	0 TO 12 FEET LONG	1	EA	$7,600.00	$7,600.00
(b)	GREATER THAN 12 FEET IN LENGTH, PAYMENT FOR EACH FOOT OVER 12 FEET, ADD TO ITEM 1(a) ABOVE	5	LF	$420.00	$2,100.00
2)	10.1 TO 15 FEET DEEP				
(a)	0 TO 12 FEET LONG	1	EA	$8,600.00	$8,600.00
(b)	GREATER THAN 12 FEET IN LENGTH, PAYMENT FOR EACH FOOT OVER 12 FEET, ADD TO ITEM 2(a) ABOVE	5	LF	$450.00	$2,250.00
D.	ADD-ON COST FOR SUBSTITUTING PRESSURE CLASS 350 DUCTILE IRON PIPE (PROTECTO 401 NOT REQUIRED) FOR THE POINT REPAIR, AS SPECIFIED, COMPLETE IN PLACE				
1)	8" SEWER	20	LF	$90.00	$1,800.00
2)	10" SEWER	20	LF	$96.00	$1,920.00
3)	12" SEWER	20	LF	$110.00	$2,200.00
E.	INSTALL TEE-WYE WITHIN POINT REPAIR SEGMENT AND RECONNECT LATERAL TO TEE (UP TO 6 FEET OF LATERAL)(ANY DEPTH), PER DETAIL SS-16				
1)	8-INCH DIP TEE-WYE				
(a)	WITH 6 FEET OF 4" OR 6" PVC LATERAL PIPE	20	EA	$2,200.00	$44,000.00
(b)	WITH 6 FEET OF 4" OR 6" DIP LATERAL PIPE	5	EA	$3,300.00	$16,500.00
2)	10-INCH DIP TEE-WYE				
(a)	WITH 6 FEET OF 4" OR 6" PVC LATERAL PIPE	2	EA	$3,000.00	$6,000.00

(b)	WITH 6 FEET OF 4" OR 6" DIP LATERAL PIPE	1	EA	$4,200.00	$4,200.00
3)	12-INCH DIP TEE-WYE				
(a)	WITH 6 FEET OF 4" OR 6" PVC LATERAL PIPE	1	EA	$3,700.00	$3,700.00
(b)	WITH 6 FEET OF 4" OR 6" DIP LATERAL PIPE	1	EA	$4,800.00	$4,800.00
F.	NEW LATERAL PIPE FROM END OF TEE-WYE CONNECTION AND 6 FEET OF PIPE PAID UNDER ITEM 2E TO THE TERMINATION POINT AS SPECIFIED BY THE ENGINEER OR NEW LATERAL INSTALLATION INTO A NEW OR EXISTING MANHOLE OR NEW LATERAL INSTALLED TO NEW SEWER, INCLUDING ALL REQUIRED FITTINGS, VARIOUS PIPE DIAMETERS AND MATERIALS, VARIOUS LATERAL DEPTHS				
1)	LATERAL PIPE 0 TO 10 FEET DEEP				
(a)	4" OR 6" PVC LATERAL PIPE	250	LF	$80.00	$20,000.00
(b)	4" OR 6" DIP LATERAL PIPE	60	LF	$150.00	$9,000.00
2)	LATERAL PIPE 10 TO 15 FEET DEEP				
(a)	4" OR 6" PVC LATERAL PIPE	25	LF	$115.00	$2,875.00
(b)	4" OR 6" DIP LATERAL PIPE	10	LF	$190.00	$1,900.00
G.	CLEANOUT INSTALLATION AT THE END OF NEW LATERAL PIPE INSTALLED AND PAID UNDER ITEM 2F WHERE REQUIRED BY THE ENGINEER, ANY DEPTH, VARIOUS PIPE DIAMETERS, PER DETAIL SS-21				
1)	4" PVC CLEANOUT	25	EA	$859.00	$21,475.00
2)	4" DUCTILE IRON CLEANOUT	5	EA	$2,200.00	$11,000.00
H.	STAND-ALONE CLEANOUT INSTALLATION, EITHER TO REPLACE AN EXISTING CLEANOUT OR TO INSTALL A CLEANOUT WHERE ONE DOES NOT CURRENTLY EXIST, CLEANOUT REPAIR/INSTALLATION NOT ASSOCIATED WITH A NEW LATERAL INSTALLATION, WHERE REQUIRED BY THE ENGINEER, ANY DEPTH, VARIOUS PIPE DIAMETERS, PER DETAIL SS-21				
1)	4" PVC CLEANOUT	15	EA	$1,500.00	$22,500.00
2)	4" DUCTILE IRON CLEANOUT	5	EA	$2,900.00	$14,500.00
3	**FOR INSTALLING NEW SEWERS TO REPLACE EXISTING SEWERS FROM MANHOLE TO MANHOLE, EITHER IN THE SAME TRENCH OR IN NEW LOCATIONS, VARIOUS DIAMETERS AS SPECIFIED BELOW, VARIOUS DEPTHS, BACKFILLING WITH EXCAVATED SOIL, ALL SPECIFIED BEDDING REQUIREMENTS, INCLUDING COMPLETE RESTORATION OF GRASSED AREAS (RESTORATION OF PAVED AREAS PAID UNDER SEPARATE BID ITEMS), AS SPECIFIED, COMPLETE IN PLACE.**				
A.	NEW 8" PVC SEWER				
1)	0 TO 6 FEET DEEP	50	LF	$170.00	$8,500.00
2)	6.1 TO 8 FEET DEEP	50	LF	$180.00	$9,000.00
3)	8.1 TO 10 FEET DEEP	50	LF	$190.00	$9,500.00
4)	10.1 TO 12 FEET DEEP	50	LF	$200.00	$10,000.00
5)	12.1 TO 14 FEET DEEP	25	LF	$250.00	$6,250.00
6)	14.1 TO 16 FEET DEEP	25	LF	$275.00	$6,875.00
B.	NEW 10" PVC SEWER				
1)	0 TO 6 FEET DEEP	50	LF	$180.00	$9,000.00
2)	6.1 TO 8 FEET DEEP	50	LF	$190.00	$9,500.00
3)	8.1 TO 10 FEET DEEP	50	LF	$200.00	$10,000.00
4)	10.1 TO 12 FEET DEEP	50	LF	$210.00	$10,500.00
5)	12.1 TO 14 FEET DEEP	25	LF	$255.00	$6,375.00
6)	14.1 TO 16 FEET DEEP	25	LF	$280.00	$7,000.00
C.	ADD-ON COST FOR SUBSTITUTING DUCTILE IRON PIPE (PRESSURE CLASS 350) FOR PVC SEWER, ADD-ON TO BID ITEM A AND B ABOVE, AS SPECIFIED, COMPLETE IN PLACE				
1)	8" SEWER	20	LF	$150.00	$3,000.00
2)	10" SEWER	20	LF	$170.00	$3,400.00
D.	INSTALL TEE-WYE AND RECONNECT LATERAL TO TEE-WYE (UP TO 6 FEET OF LATERAL)(ANY DEPTH) (ANY LATERAL DIAMETER). LATERAL PIPE MATERIAL SHALL MATCH TEE-WYE MATERIAL. (ADDITIONAL LATERAL LENGTH TO BE PAID UNDER BID ITEM 2E)				
1)	8" X 4" / 8"X6" DUCTILE IRON TEE-WYE WITH 6 FEET OF NEW 4" OR 6" DIP LATERAL	2	EA	$2,000.00	$4,000.00
2)	8" X 4" / 8"X6" PVC WYE WITH 6 FEET OF NEW 4" OR 6" PVC LATERAL	2	EA	$3,200.00	$6,400.00
3)	10" X 4" / 10" X 6" DUCTILE IRON TEE-WYE WITH 6 FEET OF NEW 4" OR 6" DIP LATERAL	1	EA	$2,500.00	$2,500.00
4)	10" X 4" / 10" X 6" PVC WYE WITH 6 FEET OF NEW 4" OR 6" PVC LATERAL	1	EA	$4,100.00	$4,100.00
4	**FOR INSTALLING NEW EXTERNAL DROP CONNECTIONS AND INTERNAL DROP CONNECTIONS AT NEW OR EXISTING MANHOLES, VARIOUS DROP PIPE DIAMETERS AND LENGTHS, IN ACCORDANCE WITH THE DETAILS AS NOTED, COMPLETE RESTORATION OF GRASSED AREAS (RESTORATION OF PAVED AREAS PAID UNDER SEPARATE BID ITEMS), AS SPECIFIED, COMPLETE IN PLACE.**				

A.	NEW 8-INCH EXTERNAL DIP DROP CONNECTION AT NEW OR EXIST MANHOLES INCLUDING FULL JOINT OF NEW 8-INCH DIP SEWER TO CONNECT TO EXIST SEWER, PER DETAIL SS-6A				
1)	DROP UP TO 5 FEET IN VERTICAL LENGTH, COST PER DROP CONNECTION	1	EA	$9,000.00	$9,000.00
2)	DROP GREATER THAN 5 FEET, PAYMENT FOR EACH VERTICAL FOOT OVER 5 FEET, ADD TO ITEM A(1) ABOVE	5	VF	$275.00	$1,375.00
B.	NEW 8-INCH INTERNAL PVC DROP CONNECTION AT NEW OR EXIST MANHOLES INCLUDING DROP BOWL, ALL FITTINGS, ANCHORS/STRAPS, AND ALL ELSE SPECIFIED PER PER DETAIL SS-6B				
1)	DROP UP TO 5 FEET IN VERTICAL LENGTH, COST PER DROP CONNECTION	1	EA	$2,500.00	$2,500.00
2)	DROP GREATER THAN 5 FEET, PAYMENT FOR EACH VERTICAL FOOT OVER 5 FEET, ADD TO ITEM B(1) ABOVE	5	VF	$200.00	$1,000.00
C.	NEW 4-INCH OR 6-INCH INTERNAL PVC DROP CONNECTION AT NEW OR EXIST MANHOLES FOR SERVICE LATERALS, PER DETAIL SS-6B				
1)	DROP UP TO 5 FEET IN VERTICAL LENGTH, COST PER DROP CONNECTION	1	EA	$1,150.00	$1,150.00
2)	DROP GREATER THAN 5 FEET, PAYMENT FOR EACH VERTICAL FOOT OVER 5 FEET, ADD TO ITEM C(1) ABOVE	5	VF	$125.00	$625.00
5	**FOR INSTALLING NEW PRECAST CONCRETE MANHOLES WITH A CONE SECTION TOP ON EXIST OR NEW SEWERS OR TO PROVIDE A MANHOLE WHERE ONE CURRENTLY DOES NOT EXIST, VARIOUS DEPTHS AND SIZES OF SEWERS, COMPLETE RESTORATION, AS SPECIFIED, COMPLETE IN PLACE.**				
A.	4-FOOT-DIAMETER MANHOLE UP TO 6 FEET IN DEPTH IN UNPAVED AREAS				
1)	WITH 24" SOLID COVER	2	EA	$7,500.00	$15,000.00
2)	WITH 24" CAM-LOCK WATERTIGHT COVER	1	EA	$7,700.00	$7,700.00
3)	PAYMENT FOR EACH VERTICAL FOOT OVER 6 FEET (ADD ON TO ITEMS A(1) AND A(2) ABOVE)	5	VF	$626.00	$3,130.00
4)	ADD-ON COST FOR NEW MANHOLE IN PAVED AREA, TO INCLUDE COMPLETE RESTORATION (ADD ON TO ITEM A(1) AND A(2))	1	EA	$1,800.00	$1,800.00
B.	COST FOR EACH SEWER THAT MUST BE RECONNECTED TO THE NEW MANHOLE, MINIMUM OF 10 FEET OF SEWER FOR EACH SEWER, ANY LOCATION, ANY DEPTH, ANY MANHOLE DIAMETER				
1)	4" or 6" DIP SERVICE LATERALS	1	EA	$1,600.00	$1,600.00
2)	4" or 6" PVC SERVICE LATERALS	1	EA	$900.00	$900.00
3)	8" DIP SEWER	1	EA	$1,800.00	$1,800.00
4)	8" PVC SEWER	1	EA	$980.00	$980.00
5)	10" DIP SEWER	1	EA	$2,200.00	$2,200.00
6)	10" PVC SEWER	1	EA	$1,300.00	$1,300.00
6	**FOR REMOVING PROTRUDING SERVICE CONNECTIONS VIA AN INTERNAL ROBOTIC CUTTER PRIOR TO INSTALLING CURED-IN-PLACE PIPE LINING OR AS NECESSARY TO COMPLETE CCTV, ANY SERVICE LATERAL MATERIAL, ANY SIZE LATERAL, AS SPECIFIED, COMPLETE IN PLACE.**	5	EA	$519.40	$2,597.00
7	**FOR INSTALLING CURED-IN-PLACE PIPE LINING (CIPP), AS SPECIFIED, REQUIRED INSTALLED LINER THICKNESS AS SPECIFIED BELOW, ANY LOCATION, COMPLETE IN PLACE.**				
A.	8" DIAMETER SEWER, ANY LOCATION				
1)	6.0 MM FOR STANDARD CIPP; 3 MM FOR UV-CIPP	11,000	LF	$53.62	$589,800.23
B.	10" DIAMETER SEWER, ANY LOCATION				
1)	6.0 MM FOR STANDARD CIPP; 3 MM FOR UV-CIPP	1,000	LF	$66.08	$66,080.81
C.	12" DIAMETER SEWER, ANY LOCATION				
1)	7.5 MM FOR STANDARD CIPP; 3 MM FOR UV-CIPP	500	LF	$84.63	$42,314.91
D.	FOR RECONNECTING EXISTING ACTIVE SERVICE LATERALS TO NEW CURED-IN-PLACE PIPE LINING VIA AN INTERNAL REMOTE CUTTER, AS SPECIFIED, COMPLETE IN PLACE	200	EA	$289.83	$57,965.63
E.	CIPP PRODUCT TESTS, AS SPECIFIED	10	EA	$521.69	$5,216.91
8	**FOR REHABILITATING SERVICE LATERALS VIA CIPP LINING, INCLUDING CLEANING AND TELEVISING THE LATERALS PRIOR TO CIPP TO DETERMINE IF CIPP LINING IS FEASIBLE, AS SPECIFIED, ANY REQUIRED CLEANING, ANY LOCATION, ANY LENGTH OF LATERAL, COMPLETE IN PLACE, FOR VARIOUS PIPE DIAMETERS.**				
A.	FOR TELEVISING SERVICE LATERALS, ALL WORK PERFORMED FROM WITHIN THE MAIN SEWER USING LAUNCH DEVICES				
1)	4" DIAMETER LATERALS				
(a)	LATERAL UP TO 10 FEET LONG	100	EA	$404.00	$40,400.00
(b)	EACH FOOT OVER 10 FEET IN LENGTH	1,500	LF	$1.20	$1,800.00

2)	6" DIAMETER LATERALS				
(a)	LATERAL UP TO 10 FEET LONG	20	EA	$634.80	$12,696.00
(b)	EACH FOOT OVER 10 FEET IN LENGTH	300	LF	$1.20	$360.00
B.	FOR CLEANING SERVICE LATERALS PRIOR TO CIPP OR AS NECESSARY TO COMPLETE THE TV INSPECTION				
1)	4" DIAMETER LATERALS				
(a)	LATERAL UP TO 10 FEET LONG	100	EA	$230.90	$23,090.00
(b)	EACH FOOT OVER 10 FEET IN LENGTH	1,500	LF	$1.20	$1,800.00
2)	6" DIAMETER LATERALS				
(a)	LATERAL UP TO 10 FEET LONG	20	EA	$230.90	$4,618.00
(b)	EACH FOOT OVER 10 FEET IN LENGTH	300	LF	$1.20	$360.00
C.	FOR INSTALLING CIPP IN SERVICE LATERALS, LINER THICKNESS AS SPECIFIED AND AS RECOMMENDED BY THE MANUFACTURER, COMPLETE IN PLACE.				
1)	4" DIAMETER LATERALS				
(a)	LATERAL UP TO 10 FEET LONG	75	EA	$4,501.60	$337,620.00
(b)	EACH FOOT OVER 10 FEET IN LENGTH	1,125	LF	$57.70	$64,912.50
2)	6" DIAMETER LATERALS				
(a)	LATERAL UP TO 10 FEET LONG	15	EA	$4,501.60	$67,524.00
(b)	EACH FOOT OVER 10 FEET IN LENGTH	225	LF	$57.70	$12,982.50
9	**FOR INSTALLING 1" THICK CEMENTITIOUS MORTAR ON EXISTING INTERNAL MANHOLE WALLS & BENCHES, AS SPECIFIED AND IN ACCORDANCE WITH DETAIL SS-13, ANY LOCATION, COMPLETE IN PLACE.**				
A.	IN EXISTING 4-FOOT-DIAMETER MANHOLES				
1)	ANY SPECIFIED MATERIAL	600	VF	$475.00	$285,000.00
10	**FOR RESETTING EXISTING FRAMES AND COVERS AS SPECIFIED, INCLUDING COMPLETE RESTORATION OF PAVED OR UNPAVED AREAS AS SPECIFIED AND IN ACCORDANCE WITH DETAIL SS-10A, COMPLETE IN PLACE.**				
A.	MANHOLES IN PAVED AREAS	5	EA	$2,000.00	$10,000.00
B.	MANHOLES IN UNPAVED AREAS	5	EA	$1,900.00	$9,500.00
11	**FOR REPLACING EXISTING MANHOLE FRAMES AND COVERS WITH NEW 24-INCH-DIAMETER FRAMES AND COVERS, AS SPECIFIED, INCLUDING COMPLETE RESTORATION OF PAVED OR UNPAVED AREAS AS SPECIFIED AND IN ACCORDANCE WITH DETAIL SS-10A, COMPLETE IN PLACE.**				
A.	MANHOLES IN PAVED AREAS				
1)	FRAME WITH SOLID COVER	14	EA	$2,800.00	$39,200.00
2)	FRAME WITH WATERTIGHT CAM-LOCK COVER	1	EA	$3,100.00	$3,100.00
B.	MANHOLES IN UNPAVED AREAS				
1)	FRAME WITH SOLID COVER	14	EA	$1,600.00	$22,400.00
2)	FRAME WITH WATERTIGHT CAM-LOCK COVER	1	EA	$2,400.00	$2,400.00
12	**FOR RAISING EXISTING MANHOLE COVERS WITH BRICKS OR CONCRETE GRADE RINGS, HEIGHT OF ADJUSTMENT AS NOTED, AS SPECIFIED, INCLUDING COMPLETE RESTORATION OF PAVED OR UNPAVED AREAS AS SPECIFIED AND IN ACCORDANCE WITH DETAIL SS-10A, COMPLETE IN PLACE.**				
A.	MANHOLES IN PAVED AREAS				
1)	0 TO 1 VERTICAL FOOT	2	EA	$2,000.00	$4,000.00
2)	GREATER THAN 1 VERTICAL FOOT, PAYMENT FOR EACH FOOT OVER 1 VERTICAL FOOT, ADD TO ITEM A(1) ABOVE	4	VF	$800.00	$3,200.00
B.	MANHOLES IN UNPAVED AREAS				
1)	0 TO 1 VERTICAL FOOT	2	EA	$1,500.00	$3,000.00
2)	GREATER THAN 1 VERTICAL FOOT, PAYMENT FOR EACH FOOT OVER 1 VERTICAL FOOT, ADD TO ITEM B(1) ABOVE	4	VF	$800.00	$3,200.00
13	**FOR BUILDING CONCRETE SLIDES IN MANHOLES FOR EXISTING SERVICE LATERALS AND INCOMING SEWERS AS SPECIFIED ON THE DRAWINGS AND/OR WHERE DIRECTED BY THE ENGINEER IN ACCORDANCE WITH DETAIL SS-7A, ANY CONFIGURATION, INCLUDING BYPASS PUMPING, COMPLETE IN PLACE.**				
A.	6" OR LESS (INVERT OF PIPE TO BENCH)	2	EA	$575.00	$1,150.00
B.	6" TO 12" (INVERT OF PIPE TO BENCH)	1	EA	$650.00	$650.00
C.	12" TO 24" (INVERT OF PIPE TO BENCH)	1	EA	$775.00	$775.00
14	**FOR REBUILDING EXISTING MANHOLE BENCHES AND INVERT CHANNELS, ANY CONFIGURATION, INCLUDING BYPASS PUMPING, AS SPECIFIED, COMPLETE IN PLACE, PER DETAIL SS-7.**				
A.	IN EXIST 4-FOOT-DIAMETER MANHOLES	32	EA	$750.00	$24,000.00

15	**FOR PLUGGING EXISTING ABANDONED/INACTIVE SEWERS CONNECTING TO MANHOLES, PIPE DIAMETER AS NOTED, AS SPECIFIED, COMPLETE IN PLACE.**				
A.	EXIST 4-INCH TO 8-INCH-DIAMETER SEWERS	2	EA	$550.00	$1,100.00
16	**FOR INSTALLING AERIAL STEEL PIPE CROSSINGS, ANY LOCATION, VARIOUS PIPE DIAMETERS, INCLUDING COMPLETE RESTORATION OF GRASSED AREAS (RESTORATION OF PAVED AREAS PAID UNDER SEPARATE BID ITEMS), AS SPECIFIED AND IN ACCORDANCE WITH DETAIL SS-24, COMPLETE IN PLACE.**				
A.	8" DIAMETER SEWERS				
1)	0 TO 20 FEET LONG	1	EA	$6,700.00	$6,700.00
2)	GREATER THAN 20 FEET IN LENGTH, PAYMENT FOR EACH FOOT OVER 20 FEET, ADD TO ITEM A(1) ABOVE	10	LF	$500.00	$5,000.00
B.	10" DIAMETER SEWERS				
1)	0 TO 20 FEET LONG	1	EA	$7,500.00	$7,500.00
2)	GREATER THAN 20 FEET IN LENGTH, PAYMENT FOR EACH FOOT OVER 20 FEET, ADD TO ITEM B(1) ABOVE	10	LF	$550.00	$5,500.00
C.	12" DIAMETER SEWERS				
1)	0 TO 20 FEET LONG	1	EA	$9,500.00	$9,500.00
2)	GREATER THAN 20 FEET IN LENGTH, PAYMENT FOR EACH FOOT OVER 20 FEET, ADD TO ITEM C(1) ABOVE	10	LF	$600.00	$6,000.00
17	**FOR INSTALLING REINFORCED CONCRETE PIERS, ANY LOCATION, INCLUDING COMPLETE RESTORATION OF GRASSED AREAS (RESTORATION OF PAVED AREAS PAID UNDER SEPARATE BID ITEMS), AS SPECIFIED, COMPLETE IN PLACE.**				
A.	REINFORCED CONCRETE PIER PER DETAIL SS-26				
1)	0 TO 6 VERTICAL FEET, COST PER PIER	1	EA	$11,000.00	$11,000.00
2)	GREATER THAN 6 VERTICAL FEET, PAYMENT FOR EACH VERTICAL FOOT OVER 6 FEET, ADD TO ITEM A(1) ABOVE	5	VF	$800.00	$4,000.00
B.	REINFORCED CONCRETE ANCHOR PIER PER DETAIL SS-25				
1)	0 TO 6 VERTICAL FEET, COST PER PIER	1	EA	$9,000.00	$9,000.00
2)	GREATER THAN 6 VERTICAL FEET, PAYMENT FOR EACH VERTICAL FOOT OVER 6 FEET, ADD TO ITEM B(1) ABOVE	5	VF	$750.00	$3,750.00
18	**FOR PERFORMING MISCELLANEOUS RESTORATION WORK AS DEFINED BELOW, AS SPECIFIED, COMPLETE IN PLACE, EXCEPT RESTORATION OF GRASSED AREAS VIA SEEDING AND MULCHING WHICH IS CONSIDERED INCIDENTAL TO THE WORK WITH COSTS INCLUDED IN THE OTHER BID ITEMS AND EXCEPT FOR PAVEMENT RESTORATION WHERE SUCH RESTORATION IS SPECIFICALLY INCLUDED IN OTHER BID ITEMS**				
A.	SAWCUT, REMOVE AND REPLACE ASPHALT PAVEMENT, ASPHALT AS SPECIFIED IN THE STANDARD SPECIFICATIONS AND DETAILS.				
1)	FOR REMOVING ASPHALT AND CONCRETE PAVEMENT (ROADS - NOT SIDEWALKS) TO INSTALL NEW SEWERS, INCLUDING SAWCUTTING, JACKHAMMERING AND ALL OTHER REQUIRED METHODS FOR ASPHALT AND CONCRETE REMOVAL AND DISPOSAL OF ALL MATERIALS OFFSITE. THE FIRST 6 INCHES (DEPTH) OF ASPHALT AND CONCRETE REMOVAL SHALL BE CONSIDERED INCIDENTAL AND INCLUDED IN THE OTHER VARIOUS BID ITEMS. PAYMENT WILL BE MADE FOR DEPTHS OVER 6 INCHES AT THE DEPTH RANGES LISTED BELOW. PAYMENT WILL BE MADE PER LINEAR FOOT ALONG THE CENTERLINE OF THE TRENCH FROM ONE END OF THE TRENCH TO THE OTHER (THE LENGTH OF THE TRENCH - NOT THE PERIMETER OF THE TRENCH)				
(a)	ASPHALT/CONCRETE 6 TO 12 INCHES THICK/DEEP (FIRST 6 INCHES OF DEPTH CONSIDERED INCIDENTAL TO THE WORK)	100	LF	$75.00	$7,500.00
(b)	ASPHALT/CONCRETE GREATER THAN 12 INCHES THICK/DEEP (ADD-ON TO ITEM 1(a) ABOVE)	25	LF	$95.00	$2,375.00
2)	PAVEMENT PATCH PER DETAIL SS-36 (PRIMARY ROAD)	50	SY	$180.00	$9,000.00
3)	PAVEMENT PATCH PER DETAIL SS-36A (SECONDARY ROAD)	100	SY	$150.00	$15,000.00
4)	PAVEMENT PATCH PER DETAIL SS-37 (PARKING LOTS)	25	SY	$110.00	$2,750.00
5)	1.5" PAVEMENT OVERLAY PER DETAIL SS-36B	50	SY	$140.00	$7,000.00
6)	ASPHALT REMOVAL / MILLING UP TO 1.5" AS REQUIRED PRIOR TO INSTALLING ASPHALT OVERLAY, INCLUDING ALL WORK REQUIRED TO PERFORM MILLING AND DISPOSAL OF MATERIAL OFFSITE, COMPLETE IN PLACE.	50	SY	$55.00	$2,750.00
B.	SAWCUT, REMOVE AND REPLACE CONCRETE WALKS AND DRIVES (CONCRETE AS SPECIFIED)				
1)	4-INCH CONCRETE WITH WELDED WIRE FABRIC REINFORCING	10	SY	$325.00	$3,250.00
2)	5-INCH CONCRETE WITH WELDED WIRE FABRIC REINFORCING	10	SY	$400.00	$4,000.00

C.	SAWCUT, REMOVE AND REPLACE CONCRETE CURBS AND GUTTERS, (CONCRETE AS SPECIFIED), PER LINEAR FOOT OF REPLACEMENT	10	LF	$150.00	$1,500.00
D.	REMOVE UNSUITABLE EXCAVATED SOIL AND DISPOSE OF OFFSITE, AND BACKFILL WITH IMPORTED SELECT FILL, ADD TO VARIOUS BID ITEMS WHERE THIS IS REQUIRED AS APPROVED BY THE ENGINEER, COST PER CUBIC YARD OF COMPACTED SELECT FILL INSTALLED	25	CY	$150.00	$3,750.00
E.	REMOVE EXCAVATED SOIL AND DISPOSE OF OFFSITE, AND BACKFILL WITH IMPORTED ABC STONE UNDER PAVED ROADS, ADD TO VARIOUS BID ITEMS WHERE THIS REQUIREMENT APPLIES, COST PER CUBIC YARD OF ABC STONE INSTALLED	25	CY	$175.00	$4,375.00
F.	REMOVE EXCAVATED SOIL AND DISPOSE OF OFFSITE, AND BACKFILL WITH FLOWABLE FILL UNDER PAVED ROADS, ADD TO VARIOUS BID ITEMS WHERE THIS REQUIREMENT APPLIES, COST PER CUBIC YARD OF FLOWABLE FILL INSTALLED	20	CY	$325.00	$6,500.00
G.	INSTALL BIODEGRADABLE TURF REINFORCEMENT MATS (TRM) AND RIPARIAN SEED MIX FOR STABILIZING STREAM BANKS, PER DETAIL SS-23A	50	SY	$65.00	$3,250.00
H	INSTALL RIP-RAP TO STABILIZE STREAM BANKS, COST PER SQUARE YARD OF RIP-RAP PLACED BASED ON THE SPECIFIED 1-FOOT-THICK RIP-RAP, UNDERLINED WITH NON-WOVEN GEOTEXTILE FABRIC, PER DETAIL SS-23	25	SY	$300.00	$7,500.00
	SUBTOTAL (ITEMS 1-19)				$2,639,148.49
19	**FOR MOBILIZATION TO THE PROJECT SITE, AS SPECIFIED (2% OF SUBTOTAL)**				$52,782.97
	TOTAL BID (ITEMS 1-20)				$2,691,931.46

5. Refer to Section 01232 – Special Provisions for additional requirements and information including the method for awarding this Contract.

6. Refer to Section 01250 – Measurement and Payment.

7. Proposed Contractors and Subcontractors with Proposed Work Duties (Note: All subcontractors shall be subject to approval by the Owner):

CIPP MAIN LINES-SAK INDUSTRIES CIPP LATERALS- BLD / MUSSON BROTHERS-MBI

CCTV-PIPE PROS

8. Proposed Project Manager: Matthew Butler

Proposed Project Superintendent: Clinton Bell

9. **The Notice to Proceed is expected to be issued on or before December 18, 2023. Bidder agrees that the Work will be complete and ready for final payment in accordance with the Contract Times specified in the Special Provisions. Liquidated damages in the amount of $1000 per day will be assessed for each calendar day after the specified Contract Times required for final completion.**

10. Communications concerning this Bid shall be sent to Bidder at the following address:

U.S. Mail Address: 7680 Townsend Drive
Denver, NC 28037

Overnight Shipping Address: 7680 Townsend Drive
Denver, NC 28037

Phone Number: 704-483-7120

Attention: Matthew Butler

11. The terms used in this Bid, which are defined in the General Conditions included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SIGNATURE OF BIDDER Matthew S. Butler

Contractor's License Number CLG: 10655

License Expiration Date 10-31-2024

ATLANTIC COAST CONTRACTORS CORPORATE SEAL 1978 NORTH CAROLINA

If an Individual

By N/A
(signature of individual)

doing business as N/A

Business address N/A

Phone No. N/A Fax No. N/A

Date N/A, 20__

ATTEST N/A TITLE N/A

If a Partnership

By N/A
(firm name)

N/A
(signature of general partner)

Business address N/A

Phone No. N/A Fax No. N/A

Date N/A, 20__

ATTEST N/A TITLE N/A

If a Corporation

By Atlantic Coast Contractors, inc.
(corporation name)

By _____
(signature of authorized person)

President
(title)

Business address 7680 Townsend Drive
Denve, NC 28037

Phone No. 704-483-7120 Fax No. 704-483-7310

Date November 20th, 2023

ATTEST _____ TITLE Secretary
Brenda Latham

(Seal)



If a Joint Venture (Other party must sign below.)

Contractor's License Number N/A

License Expiration Date N/A

If an Individual (Other Party of Joint Venture only)

By N/A
(signature of individual)

doing business as N/A

Business address N/A

Phone No. N/A Fax No. N/A

Date N/A, 20____

ATTEST N/A TITLE N/A

If a Partnership (Other Party of Joint Venture only)

By N/A
(firm name)

(signature of general partner)

Business address N/A

Phone No. N/A Fax No. N/A

Date _____, 20____

ATTEST N/A TITLE N/A

If a Corporation (Other Party of Joint Venture only)

By N/A
(corporation name)

By N/A
(signature of authorized person)

N/A
(title)

Business address N/A

Phone No. N/A Fax No. N/A

Date N/A, 20__

ATTEST N/A TITLE N/A

(Seal)

(End of Section 01140)

SECTION 01210

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20___, by and between the City of Mauldin herein after called "OWNER" and Atlantic Coast Contractors, Inc. of the Town of Denver, County of Lincoln, and State of North Carolina, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

   BASIN RG2 SANITARY SEWER REHABILITATION PROJECT

   hereinafter called the PROJECT.

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence work required by the CONTRACT DOCUMENTS within fifteen (15) calendar days after the date of the NOTICE TO PROCEED and will fully complete the PROJECT within the time for completion specified in the SPECIAL PROVISIONS of the CONTRACT DOCUMENTS unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of one thousand dollars ($1000) for each consecutive calendar day thereafter as herein provided in the SPECIAL PROVISIONS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of ($2,691,950.87) Two Million Six Hundred Ninety-One Thousand Nine Hundred Fifty Dollars and Eighty-Seven Cents or as shown in the Bid Schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

   A. Advertisement for Bids

   B. Information for Bidders

   C. Bid

   D. Bid Bond

   E. Agreement

   F. Performance Bond

   G. Payment Bond

   H. General Conditions

   I. Supplemental Conditions

   J. Special Provisions

   K. Notice of Award

   L. Notice to Proceed

   M. Change Orders

   N. Drawings prepared by CHA Consulting, Inc. dated August 2023, and listed in the Special Provisions.

   O. Specifications prepared by CHA Consulting, Inc., and dated August 2023

   P. Addendum No. 1 dated October 21, 2023 and Addendum No. 2 dated November 3, 2023

6. The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in four (4) counterparts, each of which shall be deemed an original, in the year and day first above written.

City of Mauldin
(OWNER)

By:_____

_____
(Printed Name)

_____
(Title of Authorized Official)

(SEAL)

ATTEST

_____
(Witness)

_____
(Witness)

Atlantic Coast Contractors,Inc.
(CONTRACTOR)

By:_____

_____
(Printed Name)

_____
(Title)

7680 Townsend Drive
Denver, NC 28037

(SEAL)

ATTEST:

_____
(Secretary)

_____
(Witness)

(End of Section 01210)

December 1, 2023

Matthew D. Fleahman
Public Works Director
City of Mauldin
700 East Standing Springs Road
Simpsonville, SC 29680

Re: Basin RG2 Sanitary Sewer Rehabilitation Project
SCIIP Grant # A-23-C130
Recommendation of Award

Dear Matthew:

Bids were received for the Basin RG2 Sanitary Sewer Rehabilitation project on November 20, 2023 at 3:00 pm. The following three bids were received:

Bidder	Bid Amount
Atlantic Coast Contractors, Inc.	$2,691,950.87 (see Note 1 below)
CaJenn Construction & Rehab Services, Inc	$2,780,530.20
Portland Utilities Construction Company	$3,619,006.24

Note 1: Atlantic Coast Contractor's (ACC) bid had five minor math errors under Item's No. 7A, B, C, D, and E as listed below. These minor errors equated to a difference in the total bid price of only $19.41.

7A: 11,000 LF x $53.62 = $589,820.00; ACC's bid listed $589,800.23
7B: 1,000 LF x $66.08 = $66,080.00; ACC's bid listed $66,080.81
7C: 500 LF x $84.63 = $42,315.00; ACC's bid listed $42,314.91
7D: 200 EA x $289.83 = $57,966.00; ACC's bid listed $57,965.63
7E: 10 EA x $521.69 = $5,216.90; ACC's bid listed $5,216.91

Correct Total = $761,397.90 – ACC Total $761,378.49 = +$19.41

These minor math errors in no way affect award of this Contract.

Each bid included a 5% bid bond. A certified bid tabulation is attached for your review.

We have reviewed the bids received and determined that all bids were responsive, responsible bids based on the requirements specified in Specification Section 01110 of the Contract Documents. CHA Consulting, Inc. (CHA) considers the unit prices received for this project to be reasonable for the work and in line with other sewer rehabilitation projects recently bid in the Upstate.

We have determined the bid by Atlantic Coast Contractors, Inc. (ACC) to be the lowest responsive, responsible bid, as defined by the Contract Documents, for this project. ACC's bid prices for the work are reasonable and cost-competitive for the planned work. In addition, ACC meets the specified experience requirements and has successfully completed numerous similar CHA projects in Charlotte, NC over the last 20 years.

6592 Bob White Trail, Stanley, NC 28164
T 704.822.8444 • F 704.822.8666 • www.chacompanies.com

Based on our review, we recommend that the City of Mauldin award the Basin RG2 Sanitary Sewer Rehabilitation Project to Atlantic Coast Contractors, Inc. for the total bid amount of $2,691,950.87.

Please let me know if you have any questions. We look forward to working with you throughout construction of this project.

Sincerely,

CHA CONSULTING, INC.

Aaron M. Frazier, P.E., Project Manager

Attachment: Certified Bid Tabulation

NOTICE OF AWARD

To: Atlantic Coast Contractors, Inc.
7680 Townsend Drive
Denver, NC 28037
Attn: Matt Butler

Project Description:

BASIN RG2 SANITARY SEWER REHABILITATION PROJECT

The OWNER has considered your BID submitted on November 20, 2023 for the above-described WORK in response to its Advertisement for Bids and Information for Bidders.

The OWNER has approved your BID in the amount of $2,691,950.87 for award for the above-described WORK pending and conditioned upon the following:

1. Execution of a written contract by both parties and delivery of the executed Contract to the Contractor after approval and certification by the OWNER's legal counsel;

2. Delivery of the Contractor's Performance Bond, the Payment Bond and the required Certificates of Insurance within fifteen (15) calendar days from the date of this Notice.

3. Obtaining any and all required regulatory agency approvals.

4. Procurement of all rights-of-way. In this instance your acceptance of this award will be acknowledgment that you understand no Notice to Proceed will be issued until final procurements of all rights-of-way for the project. The Contractor and the Owner may agree for the Contractor to begin work in other areas of the Project avoiding unprocured properties.

This Notice of Award is not a Contract.

If you fail to execute said Agreement and to furnish said Bonds and Certificates of Insurance within fifteen (15) calendar days from the date of this Notice, said OWNER may elect to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER may also pursue all other rights and remedies it may have under law.

You are required to return an acknowledge copy of this Notice of Award to the OWNER.

DATED THIS _____DAY OF _____, 2024.

CITY OF MAULDIN (OWNER)

By: _____

Title:_____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Atlantic Coast Contractors, Inc. this _____ day of _____, 2024.

By:_____

Title:_____

MEETING DATE: February 19, 2023

AGENDA ITEM: 8d

TO: Mauldin City Council

FROM: J.R. Charles, Community Development Director

SUBJECT: Public Art Trail – Recommended Sculpture

REQUEST

Approve "Rise" as submitted/designed by Carey Morton for installation on the Mauldin Public Art Trail.

HISTORY/BACKGROUND

The City of Mauldin began the Public Art Trail program in December 2014, and it has installed six pieces of art along the arc of City Center Drive on the grounds of the Mauldin Cultural Center (MCC).

For the seventh piece of art, staff worked with the Mauldin Cultural Council to select the theme "Soaring Energy," and solicited proposals from artists for their envisioned works of art. The Mauldin Cultural Council selected two semi-finalists to fund the production of scale models, and now that the two semi-finalists submitted their scale models to staff, staff is now recommending that the City Council authorize the installation of "Rise" by Carey Morton.

ANALYSIS or STAFF FINDINGS

Ms. Morton produced a scale model of her intended art piece. The art piece consists of three prism-shaped structures intersected by clouds. The art piece will be 10-12 feet in height and 10 feet in width at its widest point at the top of structure.

With regards to the durability of the structure, Ms. Morton will finish the steel fabrication in a powder coating supplemented with an enamel-based automotive paint. The entire structure will be fixed to the concrete base with four, large-diameter concrete anchor bolts.

The timeline for fabricating the art piece is outlined in the attachment, but to summarize the timeline, fabrication will begin April 2024 and will be installed by late September 2024. MCC staff will organize a grand unveiling once installation is complete and all adjustments/contingencies are finalized.

Ms. Morton will document the fabrication of the art piece, creating a video/photo record that will be placed on the City's YouTube channel and featured on the Mauldin Cultural Center's website.

FINANCIAL IMPACT

The project is already funded in the FY24 budget with a line item of $18,000. Two scale model art pieces were paid for in the FY24 budget at $1,000 a piece, totaling $2,000 expended from the FY24 budget. This follows the budgeting model of funding the scale models in the second half of the current budget and paying for the finalist art piece in the subsequent budget, then repeating the process the next fiscal year.

RECOMMENDATION

Staff recommends that “Rise” by Carey Morton be approved for installation in the Mauldin Public Art Trail.

ATTACHMENTS

- Project description from Carey Morton

Carey Morton

Mauldin Public Art Trail

Conceptual Proposal

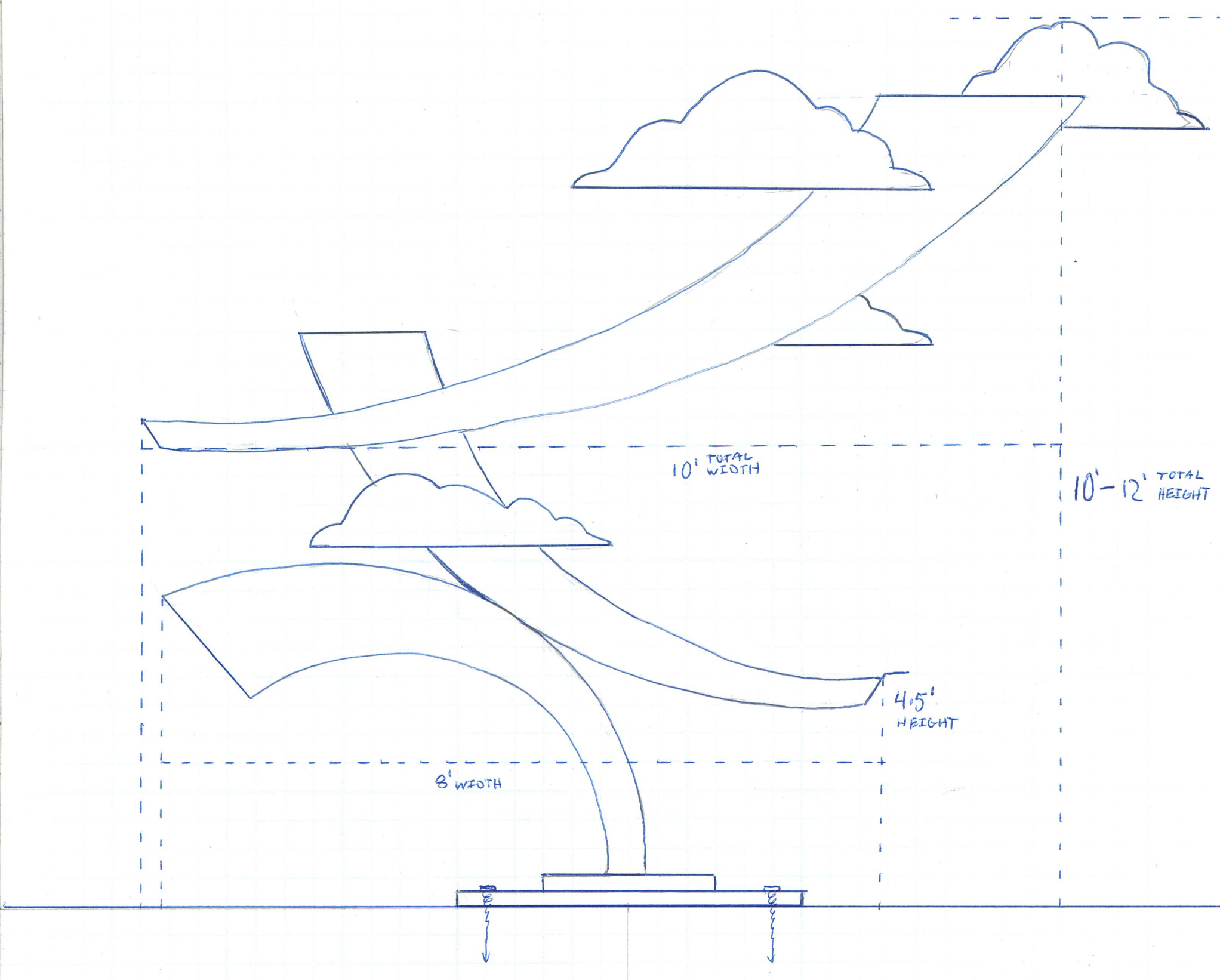
01/30/2024

“Rise”

My vision for the sculpture is aimed at expressing the theme “Soaring Energy” by capitalizing on a sense of movement throughout the formal elements of the sculpture. The sculpture will be fabricated in steel. Three triangular prism-like forms will be structurally welded in a seemingly gravity defying array. This results in a sculpture with a dynamic sense of movement and energy that activates the surrounding space. The Prism forms represent beams of light energy bounding from surface to surface. They rise in elegant, gradual curves towards the sky. The prisms interact and intersect with four steel cloud forms that further accentuate the idea of “soaring energy”. As the viewer’s eye follows the work upwards, they experience seemingly contrasting elements of angular geometric prisms at play with softer, curvilinear cloud forms.

The sculpture will be finished in a weather-proof powder-coating supplemented with enamel based high heat resistant automotive paint that ensures its resilience to the elements and its longevity. The cloud elements will be a soft off-white color that boldly contrasts with the darker blue hues within the prism forms. The three prisms will all be different shades of blue gradually getting darker as the sculpture rises. This color scheme mimics the natural gradient that can be seen when gazing at the horizon in the sky. Accents of yellow will be painted along a single edge of each prism to further accentuate the idea of “energy” and compliment the implied movement in the sculpture.

The base will be anchored to the concrete slab using large diameter concrete anchor bolts ensuring its stability and safety.


10' TOTAL WIDTH
10'-12' TOTAL HEIGHT
4.5' HEIGHT
8' WIDTH



Carey Morton
22 Riverview Circle
Greenville SC. 29611
01/03/2024

Mauldin Public Art Trail Sculpture
Proposed Budget

Materials: Steel rod, tube, angle iron, plate	$ 1,800
Shop Consumables:	$ 500
Finish (Exterior, Powder Coated):	$ 2,000
Labor/Design:	$ 8,000
Transport/installation:	$ 1,000
Contingency:	$ 1,700

Total: $ 15,000



Carey Morton

Mauldin Public Art Trail

Project Calendar

01/30/2024

Sculpture Timeline

April 8th: Fine tune design

Scale drawings

April 15th: Materials Ordered

April 22nd: materials processed, cut, prepped for fabrication

May 6th: Preliminary fabrication begins.

Base framework fabricated.

May 13th: plate added to base. Mounting holes drilled/prepped.

May 20th – June 10th : Sub-structure (skeletal framework) for Triangular prisms fabricated.

- Angle Iron and rod bent and rolled to achieve gradual curves.
- Main frame of prisms welded
- Add structural triangular frames to each prism.
- Grind/prep for plate.

June 17th – July 1st: Plate Steel Surface added to prism Frames.

- Plate cut and prepped
- Welded to skeletal structure
- Structural Welds
- Grind/finish prisims

July 8th: Prisms and base structures complete.

Begin preparation for clouds.

July 15th – Aug 5th : Begin Fabricating “Clouds”

- Cut/bend rod for internal structure for clouds.
- Fabricate internal framework
- weld
- Cut/dish/roll plate for clouds
- Apply plate surface to clouds
- Weld

Aug 5th – Aug 12th : Clouds complete.

Prep for attachment to prisms.

Weld to prisms.

Aug 19th: Full Sculptural form complete.

Finish Work:

- Sand surface
- Address edges
- Clean
- Prep for powdercoating
-

Aug 26th: Sculpture Complete/finished ready for powdercoating

Transported to Powdercoater

Aug 26th – Sept 5th: Powdercoating Process

Sept 5th – Sept 13th: Finalization and preparation for install.

Sept 14th: Sculpture Installed.

Sept 15th – Sept 30th: Any adjustments / contingency work addressed.

October: Sculpture Unveiled at ideal time for the cultural center and community engagement.

Carey Morton

Mauldin Public Art Trail Sculpture

Maintenance Plan

01/30/2024

2024 Public Art Trail Sculpture

Maintenance Plan

This Sculpture (working title “Rise”) will be crafted in its entirety from steel. Structurally sound and finished in a weatherproof powder coat. The piece will require **ZERO** maintenance outside of general cleaning when necessary. The sculpture can be cleaned with conventional over the counter cleaning products such as windex, brushes, rags etc. or just simply hosed off.

As the artist will be happy to address any questions or concerns in this regard and am happy to periodically assess the work to ensure there are no issues.

This piece is built to withstand all manner of weather conditions and last well beyond the 10 year requirement with little to no maintenance.