CITY COUNCIL MEETING

MONDAY, MARCH 18, 2024 | 7:00 PM

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

GCRA Public Hearing will be held during Proclamations and Presentations Period on the Agenda

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
MARCH 18, 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
a. Presentation to State Champions 8U Girls Basketball Team [Page 4]
b. American Legion Presentations for Firefighter and Police Officer of the Year
c. Mauldin Chamber Report
d. GCRA Public Hearing [Page 5}

3. Reading and Approval of Minutes Mayor Merritt
a. City Council Meeting- February 19, 2024 [Pages 6-12]
Council Workshop- February 19, 2024 [Page 13]

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

a. Ordinance to Sell Butler Road Property for ROW [Pages 14-24] Chairman Kraeling

b. Ordinance to Amend the Zoning Ordinance Establishing Regulations for Temporary Uses and Structures [Pages 25-39] Chairman Steenback

Standing Committee Items
None

8. New Business Mayor Merritt

Ordinances – 1st Reading

a. An Amendment to Section 5:6.16 of the Mauldin Zoning Ordinance regarding drive-thru facilities in the Central Redevelopment District [Pages 40-46] — Chairman Steenback

b. An Ordinance to provide for the annexation of property owned by Andrew and Alexandria Smith and located at 325 Bridges Road (Tax Map Parcel: 0542.01-01-021.11) by one hundred percent petition method; and to establish a zoning classification of R-15, residential, for said property [Pages 47-60] — Chairman Steenback

c. An Ordinance to provide for the annexation of property owned by Jason and Tina Styron and located at 315 Bridges Road (Tax Map Parcel: 0542.01-01-021.10) by one hundred percent petition method; and to establish a zoning classification of R-15, residential, for said property [Pages 47-60] — Chairman Steenback

Standing Committee Items

d. Authorization to Sell Equipment [Pages 61-63] — Chairman Kraeling

e. Pine Forest Park Grant Modification [Pages 64-68] — Chairman Allgood

f. City Center Village Master Plan [Pages 69-121] — Chairman Matney

g. Police and Court Operations Security Updates [Pages 122-123] — Chairwoman King

Committee of the Whole

h. GCRA Resolution [Pages 124-126]

i. Capital Project Sales Tax – Priority List [Pages 127-128]

9. Public Comment Mayor Merritt

10. Council Concerns Mayor Merritt

11. Adjournment Mayor Merritt

PROCLAMATION

WHEREAS, the 2024 8U Mauldin Girls Basketball team won the 2024 8U Girls State Basketball Championship; and

WHEREAS, This is the first time ever that the 8U Girls Mauldin Recreation Basketball All-Star team has won the 8U SCAP State Championship; and

WHEREAS, The team swept through the SCAP District and State Tournament without a loss; and

WHEREAS, They defeated Central-Clemson in the District Championship and then defeated Bluffton with a score of 27-6 to bring home the State Championship;

NOW, THEREFORE, BE IT PROCLAIMED, that I, Terry Merritt, Mayor of the City of Mauldin, along with my fellow Councilmembers, do hereby recognize the 2024 Mauldin 8U Girls Basketball Team for winning the State Championship.

_____

Terry Merritt, Mayor

NOTICE OF PUBLIC HEARING FOR
GREENVILLE COUNTY PROGRAM YEAR 2024
ANNUAL ACTION PLAN / CITY OF MAULDIN

The City of Mauldin participates in the Greenville County Community Development Block Grant (CDBG) Program and HOME Investment Partnerships Program funded by the U.S. Department of Housing and Urban Development. The Greenville County Redevelopment Authority is preparing its Annual Action Plan for the 2024 program year (7/1/24-6/30/25).

An in-person public hearing will be held on Monday, March 18, 2024, at 7:00 PM at 5 E. Butler Road, Mauldin. Community development and housing needs and activities eligible for funding under the CDBG and HOME programs will be discussed. Public comments and proposals will be invited on the County's strategy for the City of Mauldin, including objectives and projected uses of funds. An estimated $158,256 in CDBG fund and $68,203 in HOME fund will become available in July. An estimated $16,320 in CDBG program income and $18,461 in HOME program income are also expected to become available through the program year. Comments are also invited on past and present housing and community development performance and needs. CDBG funds can be used to assist low- and moderate-income people, prevent or eliminate slums and blight, or to meet an urgent community need where no other funding is available. HOME funds are used to increase the supply of decent, safe, sanitary, and affordable housing for low and moderate-income persons and households.

Written comments may also be sent to John Castile, Executive Director, Greenville County Redevelopment Authority, 301 University Ridge, Suite South-4300, Greenville SC 29601, until Monday, May 6, 2024.

MINUTES
CITY OF MAULDIN
COUNCIL MEETING
FEBRUARY 19, 2024
CITY HALL COUNCIL CHAMBERS, 5 E. BUTLER ROAD

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- Councilwoman King
c. Pledge of Allegiance- Councilwoman King

2. Proclamations and Presentations
Kim Guthrie, President, Greater Mauldin Chamber of Commerce

Ms. Guthrie introduced herself to Council and mentioned a few ribbon cuttings and grand openings that would be upcoming.

3. Reading and Approval of Minutes
a. City Council Meeting- January 16, 2024

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

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

Council Goals Session- February 1, 2024

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

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

4. Public Comment- None

5. Report from City Administrator

The Mauldin Police Department has partnered with B93.7 and Audacy to host the "In the Clutch" donation drive to support victims of domestic violence. All donations will benefit Mary's House Ministry Alliance, a non-profit organization that exists to ensure safety, advocacy and independence for victims of domestic violence.

There is currently a donation box located inside Mauldin City Hall next to the courtroom, and donations of handbags and personal care items will be accepted through the first week of May.

Tickets are on sale now for Disney's High School Musical Jr. at the Mauldin Cultural Center. Tickets are $20 for general admission and $15 for students, seniors and members of the military. There are 12 scheduled shows between March 8th and March 24th.

AT&T will be holding a ribbon cutting on March 1, 2024 at 12:00 p.m. to dedicate their new fiber system that will be installed.

Bridgeway Station will hold a grand opening on April 27th.

6. Report from Standing Committees

a. Finance and Policy (Chairperson Reynolds)- The committee is working on the employee handbook.
b. Public Safety (Chairperson King)- Chairwoman King thanked the City for its support of Sgt. Krause and his family.
c. Public Works (Chairperson Kraeling)- None
d. Economic Planning & Development (Chairperson Matney)- None
e. Building Codes (Chairperson Steenback)- None
f. Recreation (Chairperson Allgood)- Chairman Allgood wished Mayor Merritt happy birthday.

7. Unfinished Business-

Ordinances- 2nd Reading

None

Standing Committee Items

None

8. New Business

Ordinances – 1st Reading

a. Ordinance to Sell Butler Road Property for ROW

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

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

b. Ordinance to Amend the Zoning Ordinance Establishing Regulations for Temporary Uses and Structures

Motion: Chairman Steenback a motion to accept this ordinance on first reading with Councilman Allgood seconding.

Councilman Matney said he and she pronoun use was mentioned in the committee meeting in reference to the police chief's role in this ordinance. There is already a provision in the code of ordinances regarding pronouns. "Terms importing the masculine gender include the feminine and neuter."

Motion: Councilman Matney made a motion to amend the motion to go back to the original form of the ordinance that was presented to committee. Councilman Kraeling seconded the motion.

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

Vote: The vote on the motion as amended was unanimous (7-0).

Standing Committee Items

c. SCIIP Grant Contractor Selection

The City was awarded 3,399,750 dollars from the South Carolina Rural Infrastructure Authority for the Basin RG2 Sanitary Sewer Rehabilitation. 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.

Motion: Chairman Kraeling made a motion to authorize the contract between the City and Atlantic Coast Contractors. Councilman Allgood seconded the motion.

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

d. Trail Branding and Bridge Naming

Chairman Allgood asked that these two items be taken separately.

Motion: Chairman Allgood made a motion to open up discussion on the bridge name. Councilman Steenback seconded the motion.

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

Mayor Merritt asked Ms. Lauren Carter to recap the bridge naming process.

After Ms. Carter's response, Councilman Matney said none of the proposed names struck a chord with Council, which is why a name has not been picked. The City is trying to develop a sense of identity with the strategic plan being developed by Benchmark Planning. We are waiting to find out what that looks like. It will be integral for economic development and tourism throughout the City.

Councilman Kraeling would like to see the $16,000 proposed expenditure go completely to the trails, and not partially going towards naming the bridge. He would also like to look at re-branding the City and changing the current logo.

Councilman Reynolds said he likes the name Gateway Bridge and sees Mauldin as a gateway to the Golden Strip and to Greenville.

Mayor Merritt said he wants the bridge to be named. Citizens and organizations have asked him when it will be named. He would like the name Mauldin included because Bridgeway is in the City of Mauldin, but has a Simpsonville address. Brookfield Office park is in the City of Mauldin, but has a Greenville address. He wants Mauldin to get its credit. He also agreed with Councilman Kraeling; the City needs a re-branding.

Motion: Mayor Merritt made a motion to name the pedestrian bridge the Mauldin Freedom Gateway Bridge. There was no second.

Motion: Councilman Reynolds made a motion to name the bridge Mauldin Gateway Bridge. Councilman Kraeling seconded the motion.

Chairman Allgood said he believes the City needs to look at branding and setting up our trails for success.

Councilman Kraeling said the City could change the name of the bridge at a later date if need be, but there needs to be a name.

Councilwoman King said she has a problem with not following the process. Staff went through a naming process that followed the will of Council at that time. She is not sure there is a rush to name the bridge. We owe it to our City to get it right.

Councilman Steenback said he can see both sides. The one thing that sticks out to him is there is not a consensus of Council or the community on what the image of Mauldin is.

Mayor Merritt said there is a grand opening of Bridgeway Station in April, and he would like the bridge named before that.

Vote: Council took a roll call vote on the name Mauldin Gateway Bridge. Councilman Matney- no, Councilwoman King- no, Councilman Kraeling- yes, Councilman Reynolds- yes, Councilman Allgood- yes, Councilman Steenback- no, Mayor Merritt- yes. The motion passed by a vote of 4-3.

Discussion resumed on the trail branding.

Motion: Chairman Allgood made a motion to approve the Mauldin trail branding and implementation plan from Drum Creative. Councilman Matney seconded the motion.

Motion: Councilman Matney made a motion to amend the motion to receive another quote related to the logo design and branding of the newly named pedestrian bridge.

Chairman Allgood asked if all of this can be done for $16,000. City Administrator Duncan said yes, he believes both logos and the implementation plan can be done for $16,000.

Councilwoman King seconded the amendment.

Councilman Matney rescinded his motion to amend.

Motion: Councilman Matney made a motion to amend the original motion to include appropriations for bridge logo design and branding to include Mauldin trail branding and implementation plan in an amount not to exceed $16,000. Councilwoman King seconded the amendment to the motion.

This expenditure will be made from the hospitality and accommodation fund balance.

Vote: The vote was 6-1 on the amendment with Mayor Merritt dissenting.

Vote: The vote 6-1 on the motion as amended with Mayor Merritt dissenting.

Committee of the Whole

e. Cultural Center Art Selection

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

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

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.

Motion: Councilman Matney made a motion to approve the installation of "Rise" with Councilwoman King seconding.

Mayor Merritt said he is concerned about the possibility the art piece will be climbed by children. The cloud at the top is 10 feet off of the ground and there is a sharper piece that is four feet off of the ground. The City has tried to put fencing around its art pieces, and they are all climbed routinely. He is worried about the liability.

Councilman Matney asked Daniel Hughes what our liability exposure would be. Daniel answered said it depends on what notice is put out at the art structures for children not to climb on the pieces. The City can't shield itself completely from liability. Councilman Matney asked if Mr. Hughes had the same concerns the Mayor does. Mr. Hughes answered no, if we take precautions, then liability would be at a tolerable risk level.

Councilwoman King said she watches children climb on several of the art pieces that are out there and could be equally as dangerous.

Councilman Allgood said he believes the point that is shown on the model that will be four feet tall is not going to be as sharp as it is on the model. Also, the artist can take some of the suggestions and concerns and modify the art piece.

Councilman Steenback commented he shares the Mayor's concerns as a parent. He would not like to see his 7-year-old on top of the cloud that is 10 feet in the air.

Councilman Reynolds said as long as we use a little precaution, we should be ok. This is not playground equipment, it is art.

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

9. Public Comment

Travis Rockwell and Kevin Wilik had public comments.

10. Council Concerns

Mayor Merritt asked the Administrator to work on posting warnings and any structures around the art trail to make sure kids are not climbing on our art pieces.

Councilman Matney wished Mayor Merritt a happy birthday. He then commented that he is proud to live in this City and to be a member of Council. Even when the members disagree, it is done in a civil way without personal attacks.

He then thanked the department heads and staff. When a City employee or someone else hurts, we all feel it. The wife of one of our police officers passed away recently, and the City employees rallied around to help. That is a testament to Mauldin.

Councilman Steenback wished the Mayor a happy birthday. He noted that even when Council disagrees, everyone is still treated with respect. He appreciates it and is happy to be a council member.

Councilman Kraeling said he lived next to a farmer when he was growing up who had an electric fence and he learned not to touch it more than once.

The Mayor mentioned the MASC has developed a civility pledge and we normally display civility in our meetings. He appreciates the Council. The job is not always easy.

Mayor Merritt said current staff is the most professional we have had and he appreciates what they do.

11. Adjournment- Mayor Merritt adjourned the meeting at 8:30 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

MINUTES
CITY OF MAULDIN
CITY COUNCIL WORKSHOP
FEBRUARY 19, 2024, 6:00 PM
CITY HALL – UPSTAIRS CONFERENCE ROOM

Members present were Mayor Terry Merritt, Council members Taft Matney, Carol King, Michael Reynolds, Frank Allgood, and Mark Steenback. Councilman Jason Kraeling joined the meeting right before adjournment.

Others present were City Administrator Seth Duncan.

1. Call to Order- Mayor Merritt

2. Strategic Plan Discussion with Benchmark Planning

   Council met with Benchmark Planning on the strategic plan for the City.

3. Adjournment- Mayor Merritt adjourned the meeting at 6:40 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

CITY COUNCIL

MEETING DATE: March 18, 2024
AGENDA ITEM: 7a

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

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; to have and to hold all and singular the premises before mentioned unto the grantee, and the grantee's successors and assigns forever.

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 Grantor (L.S.)

By its:

_____ _____

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 _____ **)**

) **ACKNOWLEDGEMENT**

COUNTY OF _____ **)**

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

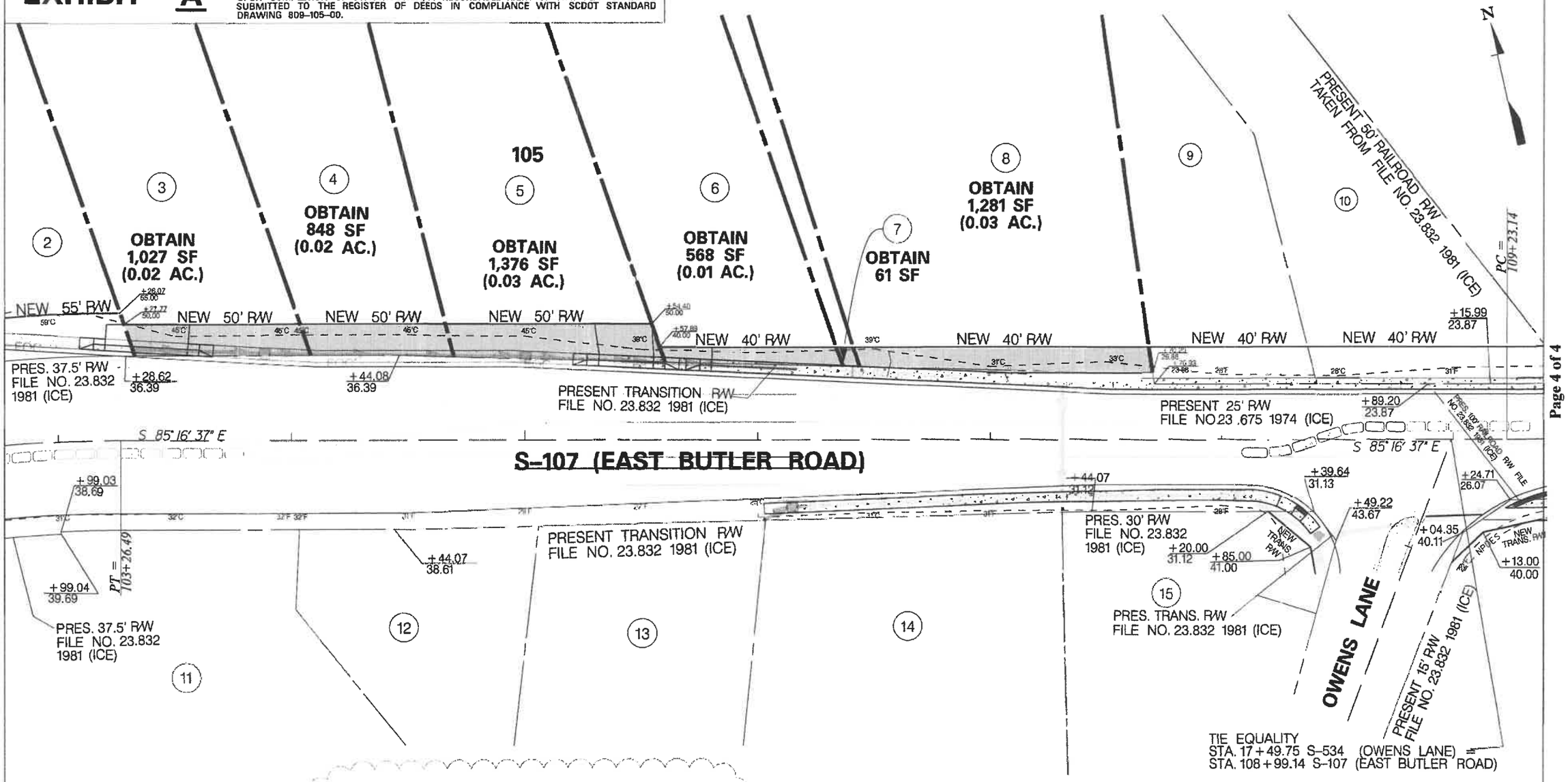
NOTARY PUBLIC FOR THE STATE OF _____

My Commission Expires: _____

(Affix seal if outside SC)

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) _____

CITY COUNCIL
AGENDA ITEM

MEETING DATE: March 18, 2024

AGENDA ITEM: 7b

TO: City Council

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

SUBJECT: Temporary Use Regulations Ordinance
** **2nd Reading** **

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

At the Building Codes Committee meeting on February 5, 2024, there were some comments on pronouns. 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.

On February 19, 2024, the City Council voted 7-0 to approve this ordinance at first reading.

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

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 the Police Chief determines that the proposed activity does not protect the health, safety, or general welfare of the community, the Police Chief 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: March 18, 2024

ITEM: 8a

TO: City Council

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

SUBJECT: Drive-thru Standards in the Central Redevelopment District

BACKGROUND

On December 19, 2022, the Mauldin City Council adopted standards to amend the City's zoning ordinance to prohibit the establishment of new drive-thru facilities in the Central Redevelopment District, commonly referred to as City Center. On January 2, 2024, Pintail Properties requested that the Building Codes Standing Committee consider an amendment to this ordinance that would provide some allowance for new drive-thru facilities in the Central Redevelopment District. Pintail Properties has a potential coffee shop client, Summer Moon, interested in moving into the vacant suite at 110 N. Main Street. Summer Moon has indicated that drive-thru operations are vital to the success of their business. 110 N. Main Street is the former BB&T building that has recently been renovated and is now partly occupied by the Mauldin Station Vet Clinic. On February 6, 2024, the Building Codes Standing Committee referred this matter to the Planning Commission for review and recommendation.

CURRENT MAULDIN STANDARDS

Presently, the City of Mauldin prohibits new drive-thru facilities in the Central Redevelopment District. Existing drive-thru facilities in this district may remain but cannot be expanded or enlarged. Additionally, existing drive-thru facilities are not allowed to create vehicular access to new streets constructed in the Central Redevelopment District provided that the facility is still accessible via existing streets. These restrictions were adopted primarily to support the pedestrian focus of the Central Redevelopment District and to minimize motorist-pedestrian conflicts.

PROSPECTIVE MODIFIED STANDARDS

According to the discussion regarding this issue, staff has drafted an ordinance that would modify the approach of how drive-thru facilities in the CRD are "grandfathered." This modified "grandfather" approach would expand the ability to continue the operation of a drive-thru in the CRD to properties that operated a drive-thru at any point in time between January 1, 2022, and December 31, 2023. In addition to the Sully's Steamers, Tropical Grille, and Dairy Queen (which currently operate a drive-thru), the ordinance would expand this opportunity to the former BB&T property as well. While these draft modified standards would allow for a drive-thru facility at these properties, the queuing lanes for these drive-thru facilities would not be allowed to be directly accessed by any new streets in the Central Redevelopment District, including the Jenkins Court extension.

PUBLIC HEARING

The Planning Commission held a public hearing on February 27, 2024. Stuart Wyeth with Pintail Properties and Charles Garcia with Summer Moon Coffee spoke in support of the ordinance. No other public comments were offered at the public hearing.

TIMLINE

On January 2, 2024, Stuart Wyeth with Pintail Properties appeared before the Building Codes Committee to request consideration to allow a drive-thru facility at 110 N. Main Street (the former BB&T building) for Summer Moon Coffee.

On February 5, 2024, the Building Codes Committee reviewed a draft ordinance that would modify the allowance for a drive-thru facility in the Central Redevelopment District and forwarded this ordinance to the Planning Commission for their review and recommendation.

On February 27, 2024, the Planning Commission held a public hearing and voted 7-0 to recommend approval of the ordinance.

On March 4, 2024, the Building Codes Committee voted 3-0 to forward this ordinance to City Council.

STAFF RECOMMENDATION

The attached ordinance modifies the allowance for a drive-thru facility in the Central Redevelopment District in a minimal way that does not impact other properties aside from 110 N. Main Street.

PLANNING COMMISSION RECOMMENDATION

In the course of their discussion on February 27, members of the Planning Commission expressed support for the manner in which the ordinance would minimally allow drive-thru facilities. They additionally supported restricting driveway access from drive-thru facilities onto the Jenkins Court extension. The Planning Commission voted 7-0 to recommend approval of the ordinance.

ATTACHMENTS

Draft ordinance
Concepts provided by Pintail Properties

ORDINANCE # _____

AN AMENDMENT TO SECTION 5:6.16 OF THE MAULDIN ZONING ORDINANCE REGARDING DRIVE-THRU FACILITIES IN THE CENTRAL REDEVELOPMENT DISTRICT.

WHEREAS, the Mauldin Comprehensive Plan establishes "City Center" areas that promote pedestrian-oriented development; and

WHEREAS, the purpose and intent of the Central Redevelopment District is to encourage the redevelopment of the central area of the City in a manner that promotes pedestrian activity and safety; and

WHEREAS, drive-thru facilities prioritize vehicular orientation over pedestrian orientation; and

WHEREAS, this Ordinance is intended to minimize drive-thru facilities in areas where pedestrian orientation is integral to the character of the district; and

WHEREAS, this Ordinance is intended to provide standards that will promote pedestrian safety in areas where drive-thru facilities may be appropriate; and

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

WHEREAS, pursuant to properly published public notice, the Mauldin Planning Commission considered this matter at a public hearing on February 27, 2024, and unanimously recommended approval.

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

Section 1 Amendment. Amend Section 5:6, CRD, Central Redevelopment District, of Article 5, as follows (*language that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language is not ~~struck through~~ or underlined is not to be changed, and *** represents sections of the Zoning Ordinance that have been skipped and remain unchanged*):

ARTICLE 5. – ZONING DISTRICT REGULATIONS

***

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

***

5:6.16 Drive-thru Facilities.

~~Drive-thru facilities shall be strictly prohibited within this district. Existing drive-thru facilities may remain but shall not be expanded or enlarged. Additionally, existing drive-thru facilities shall not be allowed vehicular access to new streets constructed within this district where the facility will still be accessible via existing streets.~~

New drive-thru facilities are allowed within this district in the following limited circumstances: Properties that had a drive-thru facility at any time between January 1, 2022, and December 31, 2023, may continue to have a drive-thru facility provided that the drive-thru lanes are not accessible by a direct driveway connection to any new public streets planned or constructed in the Central Redevelopment District such as Jenkins Court.

***

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

Passed on First Reading: _____

Passed on Second Reading _____

CITY OF MAULDIN, SOUTH CAROLINA

BY: _____
Terry Merritt, Mayor

ATTEST:

_____
Cindy Miller, Municipal Clerk

APPROVED AS TO FORM:

_____
Daniel Hughes, City Attorney

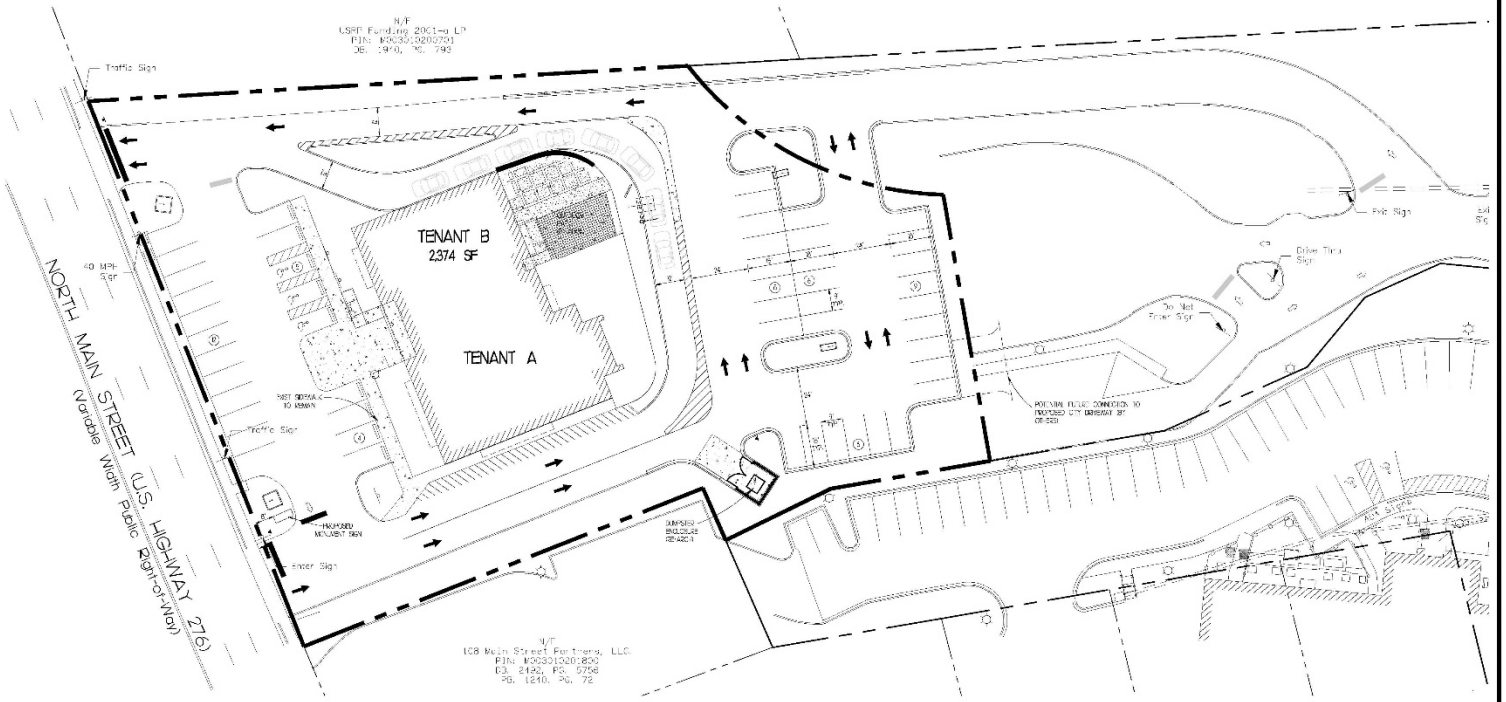

summermoonupstatesc
Summer Moon
Liked by maddiehpowell and others
summermoonupstatesc DRINK OF THE WEEK
A traditional cortado is a 1:1 ratio of steamed... more
View all 6 comments
WOOD - FIRED
coffee
OAK ROASTED COFFEE
Summer Moon

PARKING CALCULATIONS

TENANT	AREA SF	MIN/MAX REQ. RATIO	MIN/MAX REQUIRED	PARKING PROVIDED
COFFEE SHOP	2,374 SF	MIN. / 1000 SF MAX. / 1000 SF	24 / 24	24
VET	4950 SF	MIN. / 1000 SF MAX. - DAP DIRECTOR APPROVED	5 / DAP	25
TOTAL	7324 SF	----	29/ 29-DAP	50







SITE PLAN

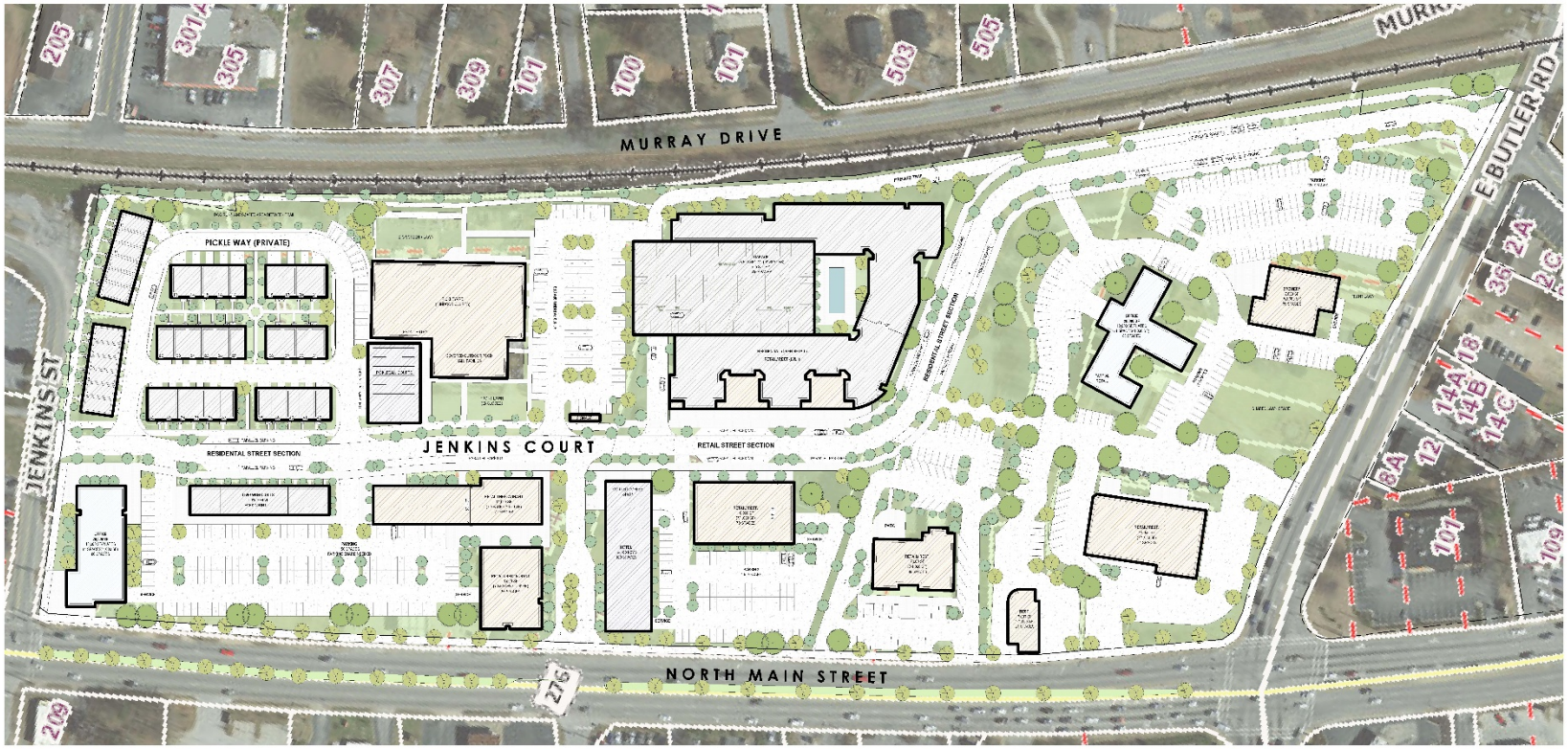
REVISIONS	BY

FREELAND and KAUFFMAN, INC.
Engineers + Landscape Architects
201 North Main Street
Greenville, South Carolina 29601
864.233.5497

FREELAND & KAUFFMAN, INC.
No. C00885

MAULDIN @10 N. MAIN
CITY OF MAULDIN
PINTAIL CAPITAL PARTNERS
24 CLEVELAND STREET SUIT 101
GREENVILLE, SC 29601

DRAWN	JGB
CHECKED	RHS
DATE	8/20/13
SCALE	AS NOTED
DRAWING	1


MURRAY DRIVE
E BUTLER RD
JENKINS ST
JENKINS COURT
NORTH MAIN STREET
PICKLE WAY (PRIVATE)
RESIDENTIAL STREET SECTION
RETAIL STREET SECTION
205
305
307
309
101
100
101
503
505
35
2A
18
14A
14B
14C
12
8A
101
109
209
275















CITY COUNCIL
AGENDA ITEM

MEETING DATE: March 18, 2024

AGENDA ITEM: 8b & 8c

TO: City Council

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

SUBJECT: Annexation of 315 & 325 Bridges Road

OWNER(S):	**Jason & Tina Styron**	**Andrew & Alexandria Smith**
TAX MAP #(S):	0542.01-01-021.10	0542.01-01-021.11
LOCATION:	315 Bridges Road	325 Bridges Road
CURRENT ZONING:	R-S (County)	R-S (County)
REQUESTED ZONING:	R-15, Residential	R-15, Residential
SIZE OF PROPERTY:	Approx. 0.8 acres	Approx. 4.8 acres
CONTIGUITY:	The tract at 325 Bridges Road touches the Bridges Crossing located in the City of Mauldin. The 315 Bridges Road property would be contiguous through the 325 Bridges Road property upon annexation of that property.	

REQUEST

The City of Mauldin has received signed petitions requesting the annexation of two tracts of land (two parcels) pursuant to South Carolina Code of Laws Section 5-3-150. These petitions include approximately 0.8 acres at 315 Bridges Road owned by Jason & Tina Styron and approximately 4.8 acres at 325 Bridges Road owned by Andrew & Alexandria Smith.

The homeowners at 315 Bridges Road had supposed that their home was served by a septic tank system only to discover that their home was illegally tapped into a City of Mauldin sewer line by prior homeowners. The City of Mauldin has a policy that only properties inside the City limits are allowed to connect to City-owned sewer lines. The purpose of this annexation petition is to rectify this situation and to make the sewer connection legal.

PLANNING AND ZONING

About the R-15 District

The R-15 zoning designation is a low-density residential district intended to provide single-family living. R-15 zoning allows a minimum 15,000-square foot lot for detached single-family homes.

Comprehensive Plan Designation

This tract is designated for medium-density residential on the Future Land Use Map in the Comprehensive Plan. This designation in the Comprehensive Plan is described as appropriate for small-lot single family homes, patio homes and townhomes. The R-15 zoning district represents a much lower density district and does not currently allow for small-lot single-family homes, patio homes and townhomes.

Surrounding Development/Zoning

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

Direction	Zoning District(s)	Existing Use(s)
North	PD (City)	Bridges Crossing subdivision
South	R-15 (County)	Ricelan Creek subdivision
East	R-S (County)	Undeveloped rural property
West	R-S (County)	Mobile home on rural property

Summary

Although the R-15 zoning district is a much lower density district than the designation in the Comprehensive Plan, this district is consistent with the current single-family character of each of these two properties and matches the zoning of the Ricelan Creek subdivision across the street on Bridges Road.

TIMELINE

On February 26, 2024, staff received the signed petitions for the annexation of these two parcels.

On March 4, 2024, the Building Codes voted 3-0 to forward this annexation to City Council with a recommendation of approval.

STAFF RECOMMENDATION

The annexation of these two properties rectifies the sewer situation. For this reason, staff supports the annexation of these tracts.

ATTACHMENTS

Annexation Ordinance (maps and petitions attached therein)

ORDINANCE ____-2024

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY ANDREW AND ALEXANDRIA SMITH, AND LOCATED AT 325 BRIDGES ROAD (TAX MAP PARCEL: 0542.01-01-021.11) BY ONE HUNDRED PERCENT PETITION METHOD; AND TO ESTABLISH A ZONING CLASSIFICATION OF R-15, RESIDENTIAL, FOR SAID PROPERTY

WHEREAS, Andrew and Alexandria Smith are the sole owners of record title of a parcel of real property containing 4.8 acres, more or less, located at 325 Bridges Road, which property is contiguous to the City of Mauldin and is more particularly illustrated in Exhibit 1 attached hereto; and,

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

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

WHEREAS, Andrew and Alexandria Smith constitute one hundred (100%) percent of freeholders owning one hundred (100%) of the real property depicted in Exhibit 1 attached hereto; and,

WHEREAS, the proposed zoning of R-15, Residential, is compatible with the surrounding property uses in the area; and,

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

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

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

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

3. ZONING ASSIGNMENT: The above referenced property owned is hereby zoned R-15, Residential.

_____
Terry Merritt, Mayor

ATTEST:

_____
Cindy Miller, Municipal Clerk

First Reading: _____

Second Reading: _____

Approved as to Form:

_____
City Attorney

EXHIBIT 1 – ANNEXATION MAP



EXHIBIT 2 – PETITION

PETITION FOR ANNEXATION OF REAL PROPERTY OWNED BY ANDREW & ALEXANDRIA SMITH, AND LOCATED AT 325 BRIDGES ROAD INTO THE CITY OF MAULDIN BY ONE HUNDRED PERCENT (100%) METHOD

Petitioners, Andrew and Alexandria Smith, are the sole owners [freeholders owning one hundred (100%) percent of the assessed value of real property in the area proposed to be annexed] of a parcel of real property in Greenville County containing approximately 4.808 acres, more particularly described in the property description attached hereto marked as Exhibit A, and the Property Map attached hereto marked as Exhibit B.

Petitioner hereby petitions to annex their property consisting of 4.808 acres, which is contiguous to the City of Mauldin, into the corporate limits of the City of Mauldin. Petitioner also hereby petitions to assign their property the zoning classification of R-15, Single-Family Residential on the Official Zoning Map of the City of Mauldin.

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

This Petition is dated this 8th day of January, 2024, before the first signature below is attached.

The Petitioner requests that the tract described above and shown on the attached Exhibit A be annexed into the corporate city limits of the City of Mauldin and assign the tract the zoning classification of R-15, Single-Family Residential.

January 8, 2024
Date

Andrew S. Smith

Alexandria J. Smith

Witness

Witness

EXHIBIT A

PROPERTY DESCRIPTION

ALL THAT CERTAIN piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot "B", containing 4.808 acres, more or less, on Bridges Road, upon a plat of survey entitled "Summary Plat for Andrew S. and Alexandria J. Smith", prepared by Jeffry M. Wallace, dated July 20, 2020 and recorded in the Office of the Register of Deeds for Greenville County in Plat Book 1375 at Page 35. Reference to said plat hereby made for a metes and bounds description thereof.

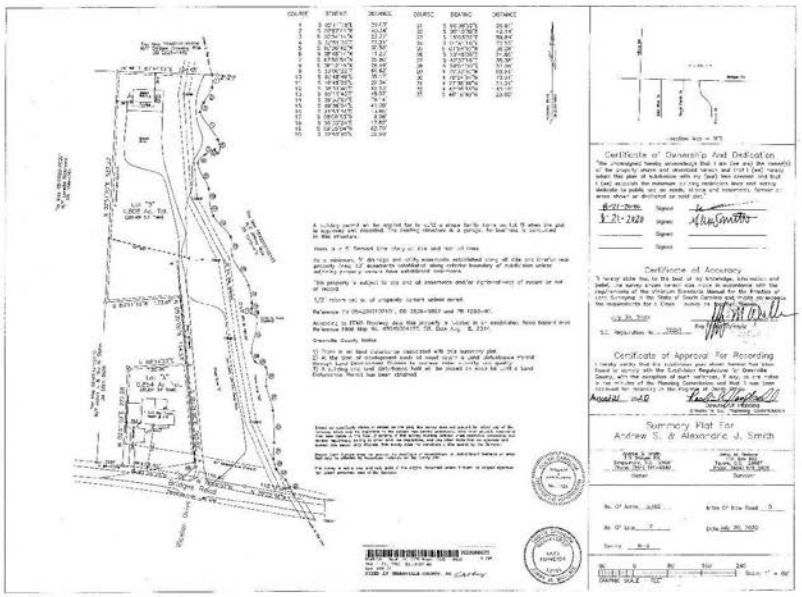


EXHIBIT B

Annexation at 325 Bridges Road



Created on January 8, 2024

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

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

ORDINANCE ____-2024

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY JASON AND TINA STYRON, AND LOCATED AT 315 BRIDGES ROAD (TAX MAP PARCEL: 0542.01-01-021.10) BY ONE HUNDRED PERCENT PETITION METHOD; AND TO ESTABLISH A ZONING CLASSIFICATION OF R-15, RESIDENTIAL, FOR SAID PROPERTY

WHEREAS, Jason and Tina Styron are the sole owners of record title of a parcel of real property containing 0.8 acres, more or less, located at 315 Bridges Road, which property is contiguous to the City of Mauldin and is more particularly illustrated in Exhibit 1 attached hereto; and,

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

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

WHEREAS, Jason and Tina Styron constitute one hundred (100%) percent of freeholders owning one hundred (100%) of the real property depicted in Exhibit 1 attached hereto; and,

WHEREAS, the proposed zoning of R-15, Residential, is compatible with the surrounding property uses in the area; and,

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

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

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

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

3. ZONING ASSIGNMENT: The above referenced property owned is hereby zoned R-15, Residential.

_____
Terry Merritt, Mayor

ATTEST:

_____
Cindy Miller, Municipal Clerk

First Reading: _____

Second Reading: _____

Approved as to Form:

_____
City Attorney

EXHIBIT 1 – ANNEXATION MAP



EXHIBIT 2 – PETITION

PETITION FOR ANNEXATION OF REAL PROPERTY OWNED BY JASON & TINA STYRON, AND LOCATED AT 315 BRIDGES ROAD INTO THE CITY OF MAULDIN BY ONE HUNDRED PERCENT (100%) METHOD

Petitioners, Jason and Tina Styron, are the sole owners [freeholders owning one hundred (100%) percent of the assessed value of real property in the area proposed to be annexed] of a parcel of real property in Greenville County containing approximately 0.861 acres, more particularly described in the property description attached hereto marked as Exhibit A, and the Property Map attached hereto marked as Exhibit B.

Petitioner hereby petitions to annex their property consisting of 0.861 acres, which is contiguous to the City of Mauldin, into the corporate limits of the City of Mauldin. Petitioner also hereby petitions to assign their property the zoning classification of R-15, Single-Family Residential on the Official Zoning Map of the City of Mauldin.

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

This Petition is dated this 8th day of January, 2024, before the first signature below is attached.

The Petitioner requests that the tract described above and shown on the attached Exhibit A be annexed into the corporate city limits of the City of Mauldin and assign the tracts the zoning classification of R-15, Single-Family Residential.

January 8, 2024
Date

Jason R. Styron

Tina M. Styron

Witness

Witness

EXHIBIT A

PROPERTY DESCRIPTION

ALL THAT CERTAIN piece, parcel or tract of land, situate, lying, and being in the State of South Carolina, County of Greenville, containing 0.861 acres, more or less, on Bridges Road, shown upon a plat of survey for Andrew S. Smith, prepared by Wallace & Associates, dated December 18, 2014 and recorded in the Office of the Register of Deeds for Greenville County in Plat Book 1230 at Page 65. Reference to said plat hereby made for a metes and bounds description thereof.

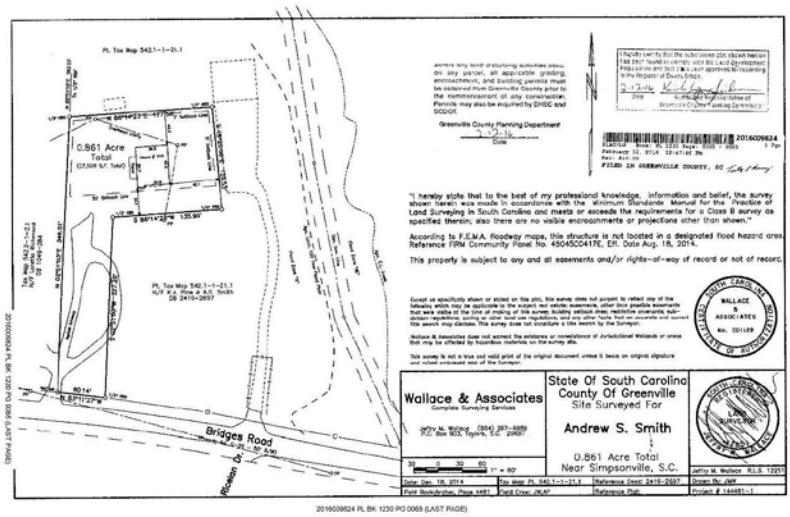


EXHIBIT B

Annexation at 315 Bridges Road



Created on January 8, 2024

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

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

CITY COUNCIL

AGENDA ITEM

MEETING DATE: March 18, 2024

AGENDA ITEM: 8d

TO: City Council

FROM: Public Works Director, Matthew Fleahman

SUBJECT: Authorization to Proceed on the Sale of Old/Damaged Equipment

REQUEST

Authorization is requested to move forward with the listing of old/damaged equipment on the Gov Deals website.

HISTORY/BACKGROUND

With the purchase of new trucks and equipment over the past three years, Public Works now has several old, outdated, and/or damaged equipment which is stored at the Public Works Facility. Municipalities have historically gotten rid of the old equipment at auctions. This process requires staff hours to both set up and manage the process. This whole process can now be managed easily with the use of the Gov Deals website.

ANALYSIS or STAFF FINDINGS

The items proposed to be sold are:

Asset ID	Make	Model	Year
214	Generac	Generator	1992
303	Chevy	Impala	2006
401	Ford	500	2007
411	Ford	F-800	1987
519	Ford	E-350	1998
600	Toyota	Tacoma	2004
735	Ford	F150	2002
804	Case	Backhoe	2006

Public Works does not use any of the items currently, nor does the Department intend to use in the future. All revenue from the sale of the equipment will be added to the General Fund for the City of Mauldin.

TIMELINE

Should City Council approve the sale, the items can be listed on Gov Deals within thirty days.

RECOMMENDATION

Staff recommends the City Council approve the sale of the old/damaged equipment.

RESOLUTION

A RESOLUTION FOR AUTHORIZATION TO PROCEED ON THE SALE OF OLD/DAMAGED EQUIPMENT

WHEREAS, Council has authorized the purchase of new trucks and equipment over the past three years to replace old, outdated, and/or damaged equipment that is of no longer of use to the City; and

WHEREAS, South Carolina Code of Laws Section 5-7-40 authorizes municipalities to dispose of personal property by resolution of the Council adopted at a public meeting; and

WHEREAS, All revenue from the sale of the equipment will be added to the General Fund for the City of Mauldin; and

WHEREAS, Upon Council approval, the items will be listed on Gov Deals within thirty days.

NOW THEREFORE BE IT RESOLVED Council approves on this ____ day of March, 2024 to sell the equipment listed on the attached Asset Attribute Detail Listing on the Gov Deals website with the proceeds added to the General Fund.

_____

Terry Merritt, Mayor

ATTEST:

_____

Cindy Miller, Municipal Clerk

REVIEWED:

_____

Seth Duncan, City Administrator

CITY COUNCIL

AGENDA ITEM

MEETING DATE: March 18, 2024

AGENDA ITEM: 8e

TO: City Council

FROM: Recreation Director, Bart Cumalander

SUBJECT: **PARD Grant Modification for Pineforest Park**

REQUEST

The City Council is being asked to approve the PARD grant modification for Pineforest Park.

HISTORY/BACKGROUND

In October 2021, the City of Mauldin was awarded a Park and Recreation Development Fund (PARD) grant by SC Department of Parks, Recreation, and Tourism (SCPRT) to construct a new shelter/pavilion with ADA compliant restrooms. The grant award was in the amount of $39,392.93, with the City providing $9,848.23 in matching funds, for a project total of $49,241.16. A project deadline of October 14, 2024 was also set.

Due to unforeseen reasons, the grant scope of work has not been completed to date.

Staff recently requested a change to the project's scope of work to include construction of a new shelter, seal coating the existing walking trail, addition of lighting around the walking trail, removal of trees surrounding the playground, add fencing, and the installation of shade structures over the playground. There are no changes to the project deadline (October 14, 2024), and no additional funding. The modified scope of work has been approved by SCPRT.

ANALYSIS or STAFF FINDINGS

As staff worked to complete their assessment of the park and finalize the scope of work, the community came forward to share their ideas for park improvements and opinions on some of the proposed changes. Neighbors shared with staff and Council their wish to see as many trees preserved as possible, and believed the walking trail should remain unlighted to maintain the park's daylight hours.

Staff listened to these comments and made a few changes to the final scope of work. The final scope of work to be completed and as depicted in the attached diagram includes the construction of a new shelter/gazebo, seal coating the existing walking trail, expansion of the parking lot, replacement and expansion of the fence, replacement of two picnic tables, a new park sign, and

planting of seven new trees.

Staff have requested a new Project Description Amendment from PARD to reflect the scope of work as stated above.

FISCAL IMPACT

The PARD grant amount will remain the same. All cost overruns will be the responsibility of the City. Staff is not requesting additional funding to complete the project.

RECOMMENDATION

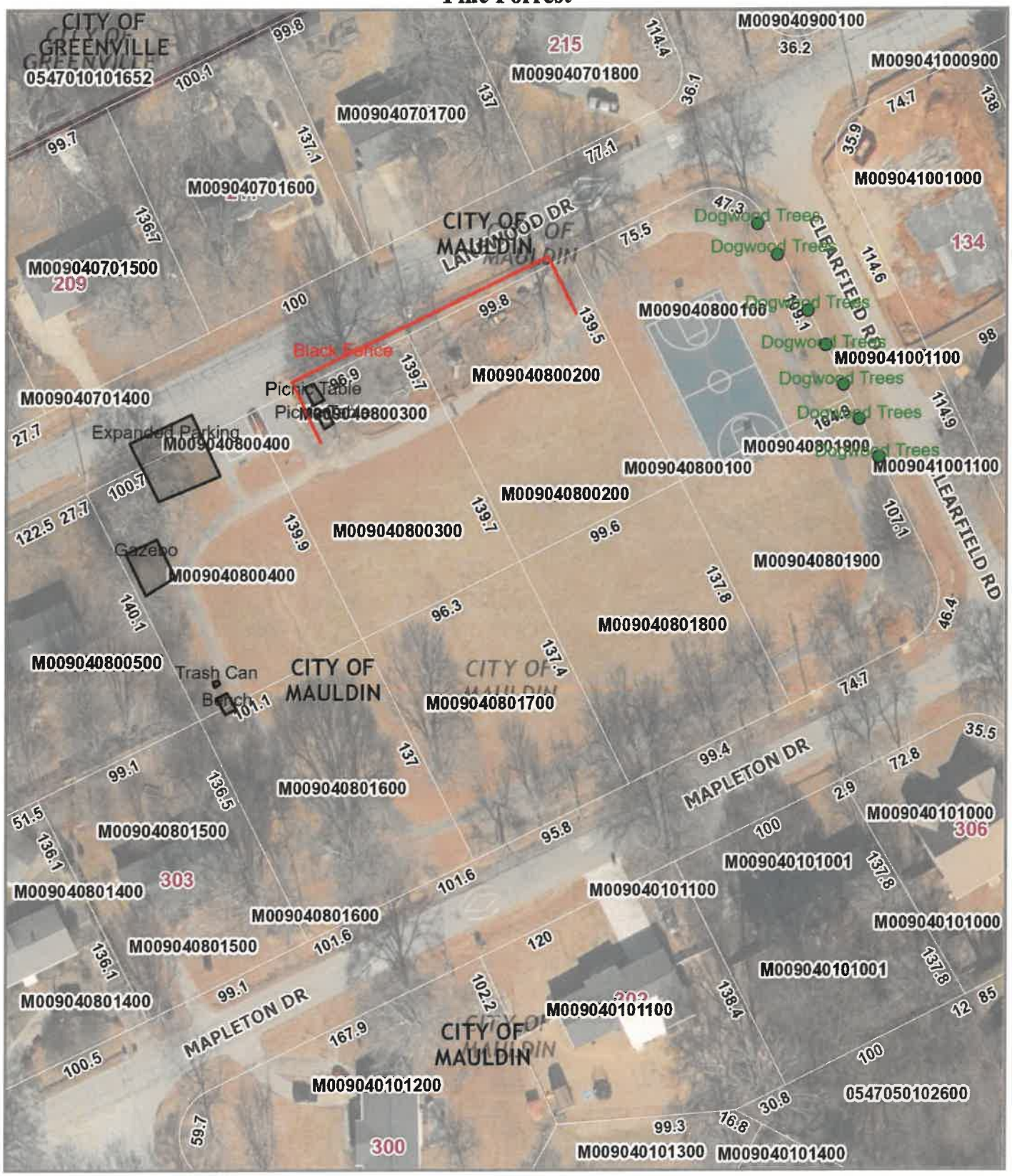
It is the recommendation of the department to proceed with the items listed above.

ATTACHMENTS

- PARD Grant (2021)
- PARD Grant Amendment (requesting new Amendment to reflect the scope of work above)
- Pineforest Park Diagram

.

Pine Forrest



Disclaimer: This Map is not a LAND SURVEY and is for reference purposes only. Data contained in this map are prepared for the inventory of Real Property found within this jurisdiction, and are compiled from recorded deeds, plats, and other public records. Users of this map are hereby notified aforementioned public primary information sources should be consulted for verification of the information contained in this map. Greenville County assumes no legal responsibility for the information contained in this map.

Map Scale
1 inch = 80 feet
2/26/2024

STATE OF SOUTH CAROLINA
DEPARTMENT OF PARKS, RECREATION AND TOURISM
PARK AND RECREATION DEVELOPMENT FUND
AMENDED PROJECT AGREEMENT

PROJECT NUMBER: 2022023

PROJECT NAME: Pineforest Park Shelter

PROJECT SPONSOR: City of Mauldin

PERIOD COVERED BY THIS AGREEMENT: October 14, 2021 to October 14, 2041

PROJECT SCOPE (Describe in detail in the project file, but is summarized as follows):

Construct a new shelter/gazebo, seal coating the existing walking trail, expansion of the parking lot, replacement and expansion of fence, picnic tables, new park sign, and planting new trees.

BILLING PERIOD

The project sponsor must submit billing for at least the amount indicated within the designated period(s):

$49,241.16 By Oct 14, 2024

PROJECT COST

State Share	$39,392.93
Local Share	$9,848.23
Total Cost	$49,241.16

AMENDED ON

Project Description

The State of South Carolina, represented by the Department of Parks, Recreation, and Tourism, (hereinafter referred to as PRT), and The Project Sponsor, mutually agree to perform this agreement in accordance with the guidelines established by PRT, and with the terms, promises, maps, and assurances attached hereto and made part of this agreement.

The State of South Carolina promises to obligate the amount of money referred to herein. The Project sponsor promises to execute the project above in accordance with the terms of this agreement.

The following special project terms and conditions were added to this agreement before it was signed by the parties involved:

1) The Project Sponsor agrees to operate the above described facilities in a nondiscriminatory manner with regards to race, color, creed, national origin, or handicap such that the general public is not prohibited except possibly during night hours when it might be deemed unsafe for use.

2) The Project Sponsor agrees to operate and maintain the above described facilities in a safe and useable manner for their intended purposes throughout the agreement period.

3) The Project Sponsor agrees to erect and maintain throughout the agreement period, a sign which credits the State and The Parks and Recreation Development Fund for assisting in the project.

4) In the event that any portion of this agreement applied to leased property, the Project Sponsor must provide PRT with an adequate lease to the subject property prior to the first billing request. And, if the lease is terminated for any reason prior to the expiration date of this agreement, the Project Sponsor agrees to relocate any improvements developed under this agreement to another site which would be open for public use. Any and all expenses for real estate, relocation and/or other expenses will be borne by the project sponsor.

The State of South Carolina

By _____

Department of Parks,
Recreation and Tourism

Date: 14-Oct-2021

Project Sponsor

By _____

Title: _____

Date: _____

Amended Date 28-Feb-2024

MEETING DATE: March 18, 2024

AGENDA ITEM: 8f

TO: City Council
FROM: J.R. Charles, Community Development Director

SUBJECT: City Center Village Master Plan - Consultant Recommendation

REQUEST

Award a contract to Seamon Whiteside for the creation of the City Center Village Master Plan as funded by the MASC Hometown Economic Development grant, and authorize a total expenditure not to exceed $33,000 for the project.

HISTORY/BACKGROUND

At its August 21, 2023, meeting, the Mauldin City Council approved a resolution supporting an application for the Hometown Economic Development Grant with the Municipal Association of South Carolina. The application was for the creation of a new City Center Village Master Plan in light of recent developments in the City Center Village area. The MASC Hometown Economic Development Grant requires a 15-percent match ($3,750 for the $25,000 grant) producing a total allocation of $28,750 approved by Council on August 21, 2023.

Staff was notified of its successful award from MASC October 2023. Staff then issued an RFP to solicit proposals from consultants for professional services. Three firms provided proposals in response to the RFP including MRB Group, Seamon Whiteside, and Agora Partners. Staff then interviewed the top two firms. Staff listened to each firm's process, experience, and qualifications, and better defined the proposed scope of work. The two firms were then provided additional time to revise their submittal based on the refined scope of work. The firm's revised cost estimate to complete the project is as follows:

Seamon Whiteside	$30,000
Agora Partners	$40,000 + $2,900 in reimbursable expenses

ANALYSIS or STAFF FINDINGS

Upon final examination of the two finalist firms, Seamon Whiteside's proposal was found to be the best value to the City for the scope of work defined by the grant. Moreover, in speaking with their team about the incidental cost schedule, the Seamon Whiteside representative said they feel comfortable accomplishing the scope of work within the $30,000 proposal. However, staff believes that a small contingency is necessary to anticipate reimbursable costs that may be necessary. Staff recommends a $3,000 contingency for this project and asks Council to set the "Not to Exceed" at $33,000 for this project.

FINANCIAL IMPACT

Funding for this project will be allocated from a number of sources and include the following:

MASC HED Grant	$25,000	
Local Match + Contingency	$8,000	includes minimum match of $3,750
	$33,000.00	

Staff recommends allocating $8,000 from the Community Development Special Projects line item to fund the local match and contingency.

RECOMMENDATION

Staff recommends awarding Seamon Whiteside with a contract for the creation of the City Center Village Master Plan, and authorize a total expenditure not to exceed $33,000 for the project.

ATTACHMENTS

- Proposal from Seamon Whiteside for the creation of a City Center Village Master Plan



SEAMONWHITESIDE

STATEMENT OF QUALIFICATIONS

MAULDIN CITY CENTER VILLAGE MASTER PLAN
CITY OF MAULDIN

DECEMBER 13, 2023

POINT-OF-CONTACT:

CHIP BUCHANAN, PE, SENIOR TEAM LEADER
864-298-0534
CBUCHANAN@SEAMONWHITESIDE.COM

Judson Mills Building 6000, Suite 6060, 701 Easley Bridge Road, Greenville, SC 29611
seamonwhiteside.com

TABLE OF CONTENTS

Cover Letter pg 3

Executive Summary pg 5

Statement of Work pg 11

Engagement pg 13

Relevant Projects pg 15

Qualifications & Experience pg 33

Costs pg 40

December 13, 2023

Mr. J.R. Charles
City of Mauldin
5 E. Butler Road
Mauldin, South Carolina 29662

Request for Proposal
Mauldin City Center Village Master Plan
City of Mauldin

Dear Mr. Charles,

Seamon Whiteside (SW+) is pleased to submit our statement of qualifications and proposal for your consideration in selecting a team to provide **Master Planning Services related to the City Center Village**. Founded in 1985 by a landscape architect and a civil engineer, SW+'s foundational focus lies in providing comprehensive land development services that integrate visionary land planning with stormwater, geometric design, and utility engineering expertise. Our focus has evolved into a commitment to elevating the site design experience by understanding your vision, designing creative solutions, fostering a highly collaborative environment throughout the process, and having pride in the places and communities we help design and develop.

SW+ has significant experience with due diligence, site evaluation, master planning, and design of large- and small-scale urban communities for both public and private sector clients, including stakeholders throughout the Upstate such as the **City of Mauldin, City of Seneca,** and **City of Greenville**. From mixed-use projects such as **Pinestone** to urban redevelopment projects like **District 356** & **.408 Jackson**, the SW+ team understands the positive impact that high-density urban development will have in a community.

Supplementing SW+'s expertise for this SOQ is a professional partner we have teamed with on similar projects in the past. **McMillan Pazdan Smith Architects (MPS)** brings a vision for Architecture & Mixed Use Development.

A detailed breakdown of our team and a comprehensive listing of projects with scope elements and tasks similar to those required in this RFP are included in this SOQ and our team looks forward to discussing those projects and our approach with you and your Selection Committee. Coupled with SW+'s partnership history with City of Mauldin stakeholders, our team endeavors to leverage our expertise to successfully deliver the requested due diligence and planning studies. We look forward to the opportunity to help you envision your future City Center Village and how it will enhance and further catalyze the development of the City.

COVER LETTER

The Point-of-Contact for this project is **Chip Buchanan, PE, Senior Civil Engineering Team Leader of SeamonWhiteside**. Thank you for considering the SW+ team!

SEAMON, WHITESIDE & ASSOCIATES, INC.



Joe Bryant, PE, Executive VP, Managing Principal

701 Easley Bridge Rd, Suite 6060
Greenville, SC 29611
864-298-0534
jbryant@seamonwhiteside.com

Primary Point-of-Contact:

Chip Buchanan, PE, Senior Team Leader
701 Easley Bridge Rd, Suite 6060
Greenville, SC 29611
864-298-0534
cbuchanan@seamonwhiteside.com

SW+ is licensed in the state of SC:

Engineering #472 | Exp. 03/31/2025
Landscape Architect #32 | Exp. 01/31/2025
Land Surveying #472 | Exp. 03/31/2025

EXECUTIVE SUMMARY



ABOUT SEAMONWHITESIDE

SeamonWhiteside (SW+) is a full-service land design firm founded in 1985. SW+ provides comprehensive services tailored to the needs of each project for the purpose of facilitating its planning, design and construction.



COMPANY STATEMENT

With the goal of being the best design firm in the region, the SW+ leadership team continues to attract the brightest talent, each with a unique expertise in one of the many facets of land design. Now with offices in Mount Pleasant, Greenville, Summerville, and Spartanburg, SC as well as Charlotte, NC, SW+ inspires employees to stand behind its tagline, *elevating the site design experience.* We've worked hard to position SW+ as a leader of environmentally conscious, low-impact advancements in engineering and site design. We blend Civil Engineering & Landscape Architecture to create holistic environments for people. When it comes to being sustainable, we strive to leave our mark by making the exception to the convention, and making the conventional truly exceptional.



OUR GREENVILLE, SC LOCATION

SW+ Greenville engineers and landscape architects work with owners, consultants, permitting agencies, regulatory staffs, and subcontracted firms to achieve the best outcome possible. The hallmark of our approach to project management and client success is vigorous review of all deliverables, collaborative communications, and active participation in all aspects of the project regardless of its complexity, challenges, or size. Our Greenville team is comprised of experienced SW+ civil engineers and landscape architects who are knowledgeable about our practices, our products, and our process, and are committed to providing top-notch planning, design, engineering, and client services to the Upstate region.







ESTABLISHED
1985

FOUNDERS
Kenny Seamon, FASLA & Stuart Whiteside, PE

LEADERSHIP
Russ Seamon, ASLA, LEED AP, President
Joe Bryant, PE, MCE, LEED AP, Executive Vice President
Gary Collins, PLA, Vice President
Jason Munday, PE, Vice President
William O'Neal, PE, LEED AP, Vice President
Stuart Whiteside, PE, Principal-In-Charge

EMPLOYEES
170+

DESCRIPTION
SeamonWhiteside (SW+) is a full-service land design firm providing Civil Engineering, Landscape Architecture, Master Planning, Water Resources Engineering, Public Engagement, Urban Planning, Land Planning, Industrial services to public and private clients throughout the Southeast. SW+ provides comprehensive services tailored to the needs of each project for the purpose of facilitating the planning, design and construction.

CLIENT TYPES
Commercial, Retail, Office Buildings, Business Parks, Industrial and Commerce Parks, Higher Education and Corporate Campus, Single and Multi-Family Residential, Parks and Recreation, Mixed Use, Urban Design, Municipal Improvements, Streetscapes, Roadway Design

SERVICES
Civil Engineering, Landscape Architecture, Master Planning, Water Resources Engineering, Public Engagement, Urban Planning, Land Planning, Industrial

WEBSITE
www.seamonwhiteside.com

MOUNT PLEASANT OFFICE
SW+ CORPORATE HEADQUARTERS
501 Wando Park Boulevard, Suite 200
Mount Pleasant, SC 29464
Tel: (843) 884-1667

GREENVILLE OFFICE
Judson Mills Building 6000, Suite 6060
701 Easley Bridge Road
Greenville, South Carolina 29611
Tel: (864) 298-0534

SUMMERVILLE OFFICE
712 N Cedar Street
Summerville, SC 29483
Tel: (843) 972-0710

SPARTANBURG OFFICE
104 N Daniel Morgan Avenue, Suite 300
Spartanburg, SC 29306
Tel: (864) 272-1272

CHARLOTTE OFFICE
230 E Peterson Drive, Suite B
Charlotte, NC 28217
Tel: (980) 312-5450


Canvas Greenville, Greenville, SC


Courier Square , Charleston, SC

SeamonWhiteside has been providing comprehensive master planning, civil engineering, landscape architectural services for large scale mixed use developments for more than three decades throughout the Southeast.

- County Square Redevelopment
  GREENVILLE, SC
- Canvas Greenville
  GREENVILLE, SC
- Judson Mill Redevelopment
  GREENVILLE, SC
- Main and Stone
  GREENVILLE, SC
- 408 Jackson &
  Shoeless Joe Jackson Museum
  GREENVILLE, SC
- The McClaren West End
  GREENVILLE, SC
- Lewis Plaza Redevelopment
  GREENVILLE, SC
- Buncombe Street Mixed Use
  GREENVILLE, SC
- Hampton Station Mixed Use
  Master Plan
  GREENVILLE, SC
- Laurens Road Mixed Use
  & Basin 15 Upgrades
  GREENVILLE, SC
- Hartwell Villiage Mixed Use
  OCONEE COUNTY, SC
- Pinestone Mixed Use
  TRAVELERS REST, SC
- Westone Redevelopment
  GREENVILLE, SC
- Pendleton West Mixed Use
  GREENVILLE, SC
- Indigo Square Mixed Use
  MOUNT PLEASANT, SC
- Nexton Mixed Use Master Plan
  SUMMERVILLE, SC
- Belle Hall Mixed Use
  MOUNT PLEASANT, SC
- Mixson Mixed Use
  NORTH CHARLESTON, SC
- Brookland Mixed Use
  WEST COLUMBIA, SC
- Caleb's Creek Mixed Use
  KERNERSVILLE, NC
- Cargill Place Master Plan
  HARTSVILLE, SC
- City of Clemson
  U Center on College Avenue
  CLEMSON, SC
- Courier Square Mixed Use
  CHARLESTON, SC
- Dave Lyle Boulevard Mixed Use
  ROCK HILL, SC
- East Central Lofts
  CHARLESTON, SC
- Elan Midtown Mixed Use
  CHARLESTON, SC
- Long Savannah Mixed Use
  CHARLESTON, SC
- Morrison Yard Mixed Use
  CHARLESTON, SC
- Pacific Box & Crate Mixed Use
  CHARLESTON, SC
- Shelmore Village Mixed Use
  MOUNT PLEASANT, SC
- The Boulevard Mixed Use
  MOUNT PLEASANT, SC
- The Porter at 577 Meeting Street
  CHARLESTON, SC











MCMILLAN PAZDAN SMITH

FIRM OVERVIEW

McMillan Pazdan Smith is a regional, practice-based architecture, planning, and interior design firm. Our purpose is to create meaningful and lasting impact for the good of all. We work to design a better future through thoughtful, creative, and purpose-driven solutions.

We are in service to each other, our clients, and our communities. Serving with integrity has always been at the heart of who we are and what we design. Many projects stem from repeat clients, a testament to our focus on design excellence and service to manage your unique needs.

Through our **collaborative culture, creativity, and innovative design solutions,** we enjoy a diverse clientele and portfolio of complex, sophisticated projects that have received local, regional, and national recognition.

Practicing since 1955, our firm currently has offices throughout the Southeast in Charleston, Columbia, Greenville, and Spartanburg, SC; Asheville and Charlotte, NC; and Atlanta, GA.

"The majority of my development experience had been in Chicago, where we are surrounded by world class architectural firms. As such, when I came into the Greenville Market I was a little skeptical as to the caliber of design firms that we would have at our disposal. **Luckily, we found MPS.** We threw an extremely complicated asset at you guys and you handled every aspect with the **utmost professionalism** and the depth of your "bench" is more than impressive. When we got into the ridiculously complex apartment component… **you guys hit it out of the park."**

– Anthony Tiritilli, Partner
THREE CORNERS DEVELOPMENT
(JUDSON MILL)



As a community-focused design practice, McMillan Pazdan Smith understands that the well-being of communities is predicated on the vitality, connectivity, and sustainability provided by the integration of workplace, residential, and recreational spaces. Our firm has participated in master planning and design efforts to create mixed-use communities that represent intelligent models for growth including infill projects, adaptive re-use, and new construction. In addition to our multi-family living experience, our resume includes a wide range of retail, dining, and entertainment clients including award-winning restaurants, music venues, breweries, and more.

HOUSING / MIXED-USE DESIGN

- **JUDSON MILL / MIXED-USE**
  Renovated 800,000 SF Textile Mill into 204 HUD apartments, 215,000 SF Office Space, 106,000 SF Industrial, 35,000 SF Flex Space, and 12 Acres Retail Parcels; *Judson, SC*
- **BRUTONTOWN**
  Master Planning, Community Meetings, Pedestrian Studies, and Revitalization of Historic African-American Neighborhood; Affordable Housing; *Greenville, SC*
- **COMMONS AT HAMPTON-PINCKNEY**
  Historic Multi-Family Townhomes; 3 buildings each with 5 townhomes; *Greenville, SC*
- **COURTVIEW TOWNHOMES**
  15 Transitional Craftsman Style Multi-Family Townhomes overlooking 160-acre Mayberry Park; 3-story units offer 1,700 to 2,400 SF; *Greenville, SC*
- **LANEY WALKER / BETHLEHEM**
  Master Planning + Design of Specific Projects for 1,200-Acre Historic District Adjacent to Downtown; *Augusta, GA*
- **MULBERRY-PINCKNEY NEIGHBORHOOD**
  Master Planning, Community Meetings, Pedestrian Studies, and Revitalization of Historic Single + Multi-Family Neighborhood; *Greenville, SC*
- **THE PRESERVE AT LOGAN PARK**
  New, 4-story 114,000 SF, 113-unit building; Renovation of 5-story, 68,000 SF, 80-unit Garden Apartments; Affordable + Senior Housing; *Greenville, SC*
- **WILLIAMS TERRACE SENIOR LIVING**
  New, 4-story, 55-unit building with Ground-floor Parking, Rooftop Community Room + Terrace; Affordable Senior Housing; *Charleston, SC*
- **400 MEETING STREET APARTMENTS**
  New, 4-story, 62,385 SF, 41-unit building with two architectural styles to blend with the surrounding neighborhoods on opposite streets; *Charleston, SC*
- **100 EAST APARTMENTS / MIXED-USE**
  New, 7-story, 54,651 TSF, 48-unit building above Ground-floor of 8,757 SF Retail / Office; Design-Build; *Greenville, SC*
- **MAIN + STONE / MIXED-USE**
  New, 4-story, 225-unit efficiency apartments above 21,000 SF of Retail Space; Includes Pool, Parking Deck, Amenity Space / Club House, and Fitness Facilities; *Greenville, SC*
- **MCBEE STATION / MIXED-USE**
  14-Acre Site transformed into two city blocks of Commercial Space and Apartments / Condominiums and Parking Structure; *Greenville, SC*

PROJECT APPROACH - MASTER PLANNING



We have successfully completed small and large scale urban mixed-use master planning projects, infrastructure improvements, established or expanded public facilities, redesigned roadways and parking areas, and provided in-depth value engineering and opinions of probable cost for a variety of projects throughout the state and region.

SeamonWhiteside's experienced technical staff works with public and private clients in the Carolinas on a variety of master planning projects that include community and regional destinations, mixed-use development, entertainment venues, active/passive parks, roadway/streetscape design, landscape architecture design services, and stormwater improvements. Our staff understands the needs of a community's aging infrastructure and capacity issues while handling growth.

EXPERIENCED PROJECT MANAGEMENT & LOCAL POINT-OF-CONTACT

At SeamonWhiteside (SW+), we respond to our clients' needs as they arise. Response time is always a consideration for our clients and for our staff. Our team is led by our locally based SW+ Upstate offices and ready to provide a prompt response to client requests, meetings, and site visits. Key personnel are registered civil engineers and landscape architects well-versed in city, county, and state design criteria and procedures. McMillan Pazdan Smith (MPS) will provide Architectural and Mixed-Use consulting services for the project. Our firms and individual staff have completed numerous projects for public and private clients throughout South Carolina similar to those anticipated for the City of Mauldin. Our team members each have significant experience working in these project areas. SW+'s team, led by Chip Buchanan, PE, Senior Civil Engineering Team Leader in our Upstate Greenville office, has significant experience working with local governmental departments and stakeholder groups.

Our SW+ Greenville office is fully staffed with professional civil engineers and landscape architects who are available to provide the required services in support of any client projects that may be assigned under the RFP contract. Additional civil engineering and landscape architectural assets are available as needed from our five offices which are all connected via virtual and telecommunications networks. Our staff expertise, along with our proximity to the project, make SW+ and consultants the ideal team to support and guide the City in the master planning process for this project.

AVAILABILITY AND ABILITY TO MANAGE BUDGETS AND SCHEDULES

Our focus on quality client services and getting the project completed on time and within budget enables us to maintain a growing list of repeat clients and a workload consisting of steady, organized growth. The SW+ team is committed to the production of a quality, well-designed project. **Our staff has the availability to meet project needs and client goals.** We welcome the opportunity to interview with your selection committee and look forward to sharing more of our master planning experience with you.

PROJECT UNDERSTANDING

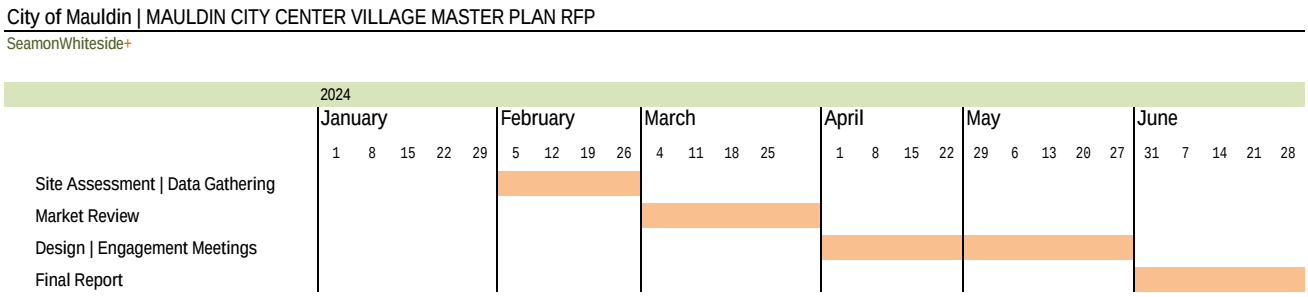


With the desire to develop an urban mixed-use destination for the residents and visitors alike, the City of Mauldin is taking this opportunity to develop a thoughtful and comprehensive Master Plan. Determining the viability of certain aspects of a Master Plan from spatial, technical, and economic viewpoints will allow the City team to develop a strong vision for the City Center Village and roadmap for its success.

The Master Plan will include the following Scope of Services:

- **Task 1: Kickoff | Due Diligence**
- **Task 2: Market Review**
- **Task 3: Site Evaluation**
- **Task 4: Master Planning**

ANTICIPATED SCHEDULE



ADDITIONAL SERVICES

SW+ will provide design and engineering services for tasks identified by the client. **Additional in-house services that SW+ is prepared to provide if needed include Water Resources Engineers, LEED Certified Professionals, ISA Certified Arborists, and FAA Licensed Remote Drone Pilots.** SW+ will work with subconsultants for any tasks that SW+ does not provide in-house, such as wetland delineation and traffic engineering.

SW+ MASTER PLANNING PHILOSOPHY & PROCESS

The following outlines how we will accomplish the following Tasks and Deliverables listed in the RFP following the **Main Street Four-Point Approach** for the success of the project and delivering a Master Plan that is well-designed, achievable, and provides much needed amenities for the community of Mauldin and beyond.

- Assessment of the Existing Planning Area
- Best Practices, Case Studies, and Similar Models
- Creation of a Master Development Plan for the Planning Area
- Public-Sector Support Strategy
- Methodologies for Implementing the Development of the Planning Area

Our approach to Master Planning is really quite simple. We believe that great design boils down to two essential tasks: 1. Find a way to preserve and protect everything that really matters; and 2. Develop the vision and tools needed to replace the stuff that doesn't matter with things that will.

Our approach is also based on a rigorous, inclusive process where key stakeholders are an important part of the solution: creating their own future. We recognize that solution.

Along with City staff, the residents and business owners will be valued partners with whom we will collaborate and seek advice. These individuals, along with others as discovered through the Master Planning Process, will be key partners as we develop the Master Plan.

The SW+ team always seeks to be fresh and innovative by using a process that is very collaborative, transparent, and interactive. This process, simply referred to as the **SW+ PROCESS,** includes the phases of the creative master planning experience: **Understand, Explore, and Solve**.

Understand (PRE-CHARRETTE) Stakeholder Engagement Meeting #1

First, we research, observe, question, analyze, investigate, and listen. This is where "problem seeking" occurs. We talk to staff, stakeholders, agencies, business owners, and others who will either influence or be influenced by the project. This is where we begin to understand the culture, history, and values of the place. We need to understand not only the City but its regional context. This is also the time for defining goals, programs, the approval process, and timing issues.

Explore (CHARRETTE) Stakeholder Engagement Meeting #2

Next, we utilize the charrette to explore ideas. The pinnacle of the charrette is the stakeholder workshop where they are invited to participate in the planning process. Then we develop our "big idea" statement and begin brainstorming alternatives. Those ideas are evaluated and tested. Impacts of the ideas are tested based on economic, social, and aesthetic attributes. Less ideal alternatives begin to be stripped away or morphed to make them better. We talk a lot. We challenge, we question, we ask for feedback. We are almost ready to decide.

Solve (POST-CHARRETTE) Stakeholder Engagement Meeting #3 | Consensus Plan

Finally, after identifying the real issues and solidifying the project goals, we begin to gravitate towards solutions. We select, we prioritize, and we test. We revisit the goal statement to see if the plan rings true. We select approaches that balance a broad vision with short-term reality. We judge whether the concepts will maintain momentum for the City, whether they will be a catalyst for more change, and whether the ideas are sustainable environmentally, socially, and economically. Then we document the findings in a way that makes the solutions implementable.

Community Engagement happens online, in-person, and at networking events. We propose to partner with the City on social media posts as well as creating a Story Map of the project to provide updates, mappings and renderings to keep the community informed of our progress.

We work with key Consultants that share our belief that the client engagement process is based on a core belief that a successful project is more than "brick and mortar." It is your story, deeply understood, which sparks us to create distinctive and purposeful spaces. Together, our architects, designers, and comprehensive team bring proven expertise, powerful analytics, and simple listening to understand you, your staff and your vision. This process leads to exceptional results and a sustainable, ever-lasting project.



PROJECTS & REFERENCES

Mauldin City Center Framework Plan

SW+ provided recreation master planning, urban design, and grant funding assistance for the City of Mauldin's downtown. The project was performed in multiple phases and the limits of each phase varied but generally included the area bounded by Jenkins Street (West), N. Main Street (South), Murray Drive (North), and E. Butler Road (East). This project focused on creating the framework for future City Center (Downtown) development by reimagining the street network and other public spaces. The City seeks to create an inviting downtown environment through enhancements to the public realm including the incorporation of on-street parking, landscaping and street trees, pedestrian safety enhancements, and special intersection treatments. **Team: SW+**

Reference:

City of Mauldin
Van Broad
Community Development Director (retired)
5 East Butler Road
Mauldin, SC 29662

Pinestone Mixed-Use

SW+ provided master planning services for the $100 million, 20 acre Pinestone Mixed Use development located at the former Emb-Tex plant off US 25 in Travelers Rest. Pinestone includes a mix of townhomes, apartments, and single family houses, as well as commercial and office space. Amenities include a central park with greenway access to the city's revitalized Main Street, a dog park, bocci court, clubhouse, outdoor fitness area, event garden, and a pavilion. MPS provided architectural services for the project. **Team: SW+, MPS**

Reference:

Pinestone Capital LLC
Jimmy Wilson
100 Roe Road
Travelers Rest, SC 29690
(864) 430-7539
jimmywilson@pinestonecap.com

.408 Jackson

.408 Jackson is a mixed-use, multi-family development located in District 356 adjacent to Fluor Field in Downtown Greenville's Historic West End. The project is located on 2.8 acres and includes 227 apartments and 4,700 SF of retail space. ".408" refers to the 1911 batting average of baseball legend Shoeless Joe Jackson, whose museum is included in the development. Amenities include a dedicated parking garage with ample onsite parking, 1,932 SF of outdoor patio and green space, and close proximity to Swamp Rabbit Trail. SW+ provided civil engineering and landscape architecture design services to include DRB approval, schematic design, design development, civil site and landscape construction documents, site work permit coordination, and construction phase services. **Team: SW+**

Reference:

Woodfield Development, LLC
Brian Schick
850 Morrison Drive, Suite 700
Charleston, SC 29403
(704) 506-4692
bschick@wfinvest.net



FRAMEWORK PLAN | CITY OF MAULDIN

SW+ provided recreation master planning, urban design, and grant funding assistance for the City of Mauldin's downtown. The project was performed in multiple phases; the limits of each phase varied but generally included the area bounded by Jenkins Street (west), N. Main Street (south), Murray Drive (north), and E. Butler Road (east). This project focused on creating the framework for a future city center (downtown) development by reimagining the street network and other public spaces. The city seeks to create an inviting downtown environment through enhancements to the public realm, including the incorporation of on-street parking, landscaping and street trees, pedestrian safety enhancements, and special intersection treatments.





Location

MAULDIN, SC

Project Type

MASTER PLANNING
URBAN PLANNING

Project Size

±45-ACRES

RELEVANT PROJECTS



DISTRICT 356 (FORMERLY JACKSON WAY)

The project is located on Field Street next to the Fluor Field baseball stadium (Northern side) and the new 408 Jackson apartments on the Southern side. The roadway and streetscape is being completely reworked with new pavers on the road surface as well as the sidewalks, new street trees, new street lights, new public bathrooms and ticket office, and new hanging lights over the road. The street can be closed down for special events and baseball games. The project is creating a new district, hence the name 'District 356'. SW+ worked with the design team during a multi-day charrette involving various stakeholders including Fluor Field and the City of Greenville to create a masterplan and provide design and engineering services for the project.





Location
GREENVILLE, SC

Project Type
STREETSCAPE

Project Size
680 LINEAR FEET

Completion Date
2022

RELEVANT PROJECTS



.408 JACKSON

.408 Jackson is a mixed-use, multi-family development located in District 356 adjacent to Fluor Field in Downtown Greenville's Historic West End. The project is located on 2.8 acres and includes 227 apartments and 4,700 SF of retail space. ".408" refers to the 1911 batting average of baseball legend Shoeless Joe Jackson, whose museum is included in the development. Amenities include a dedicated parking garage with ample onsite parking, 1,932 SF of outdoor patio and green space, and close proximity to Swamp Rabbit Trail. SW+ provided civil engineering and landscape architecture design services to include DRB approval, schematic design, design development, civil site and landscape construction documents, site work permit coordination, and construction phase services.



Location

GREENVILLE, SC

Project Type

MULTI-FAMILY | MIXED USE

Project Size

2.8 ACRES | 227 UNITS

Completion Date

2022



RELEVANT PROJECTS



PINESTONE MIXED USE

SW+ provided master planning services for the $100 million, 20 acre Pinestone Mixed Use development located at the former Emb-Tex plant off US 25 in Travelers Rest. Pinestone includes a mix of townhomes, apartments, and single family houses, as well as commercial and office space. Amenities include a central park with greenway access to the city's revitalized Main Street, a dog park, bocci court, clubhouse, outdoor fitness area, event garden, and a pavilion.



Location

TRAVELERS REST, SC

Project Type

MASTER PLAN

Project Size

20 ACRES

Completion Date

ACTIVE



RELEVANT PROJECTS





CITY OF SENECA DOWNTOWN MASTER PLAN

SeamonWhiteside worked together with the architect and the City of Seneca and shareholders to create a Downtown Master Plan that focuses on the on the public realm with a series of pocket parks, plazas and outdoor event spaces all connected with a widened and enhanced streetscape.

Location

SENECA, SC

Project Type

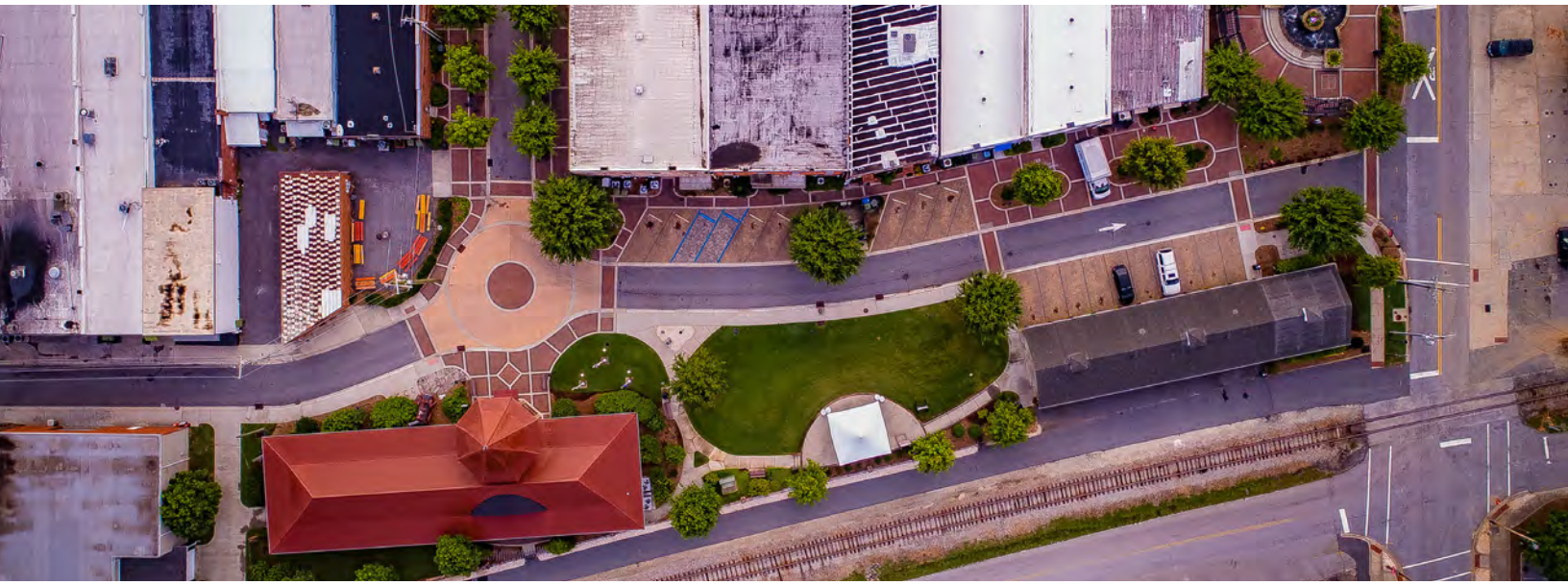
MUNICIPAL | URBAN PLANNING

Project Size

+/- 100 ACRES

Completion Date

2019



FOUNTAIN INN COMMERCE PARK AND FARMERS MARKET PAVILION

SW+ was selected by the City of Fountain Inn to provide master planning services and streetscape design for Depot Street. In order to provide a continuous connection to the rest of downtown Fountain Inn, Depot Street will be realigned and narrowed to a one-way street with on-street parking and sidewalks. The streetscape project is part of the redevelopment efforts for the City's downtown, and is part of the new Farmers Market Pavilion and Commerce Park Center.



Location

FOUNTAIN INN, SC

Project Type

FARMERS MARKET

Project Size

0.8 ACRES

Project Detail

PART OF DEPOT ST STREETSCAPE



RELEVANT PROJECTS





CITY OF EASLEY DOWNTOWN MASTER PLAN

SeamonWhiteside (SW+) led an urban design and master planning study of downtown Easley. The intention of the study was to develop a plan to provide opportunities for downtown redevelopment to expand north of the railroad. Key design features include a new city green and park linked to the Doodle Trail greenway along with a mix of uses including hospitality and residential to help sustain and foster the revitalization efforts.

Location

EASLEY, SC

Project Type

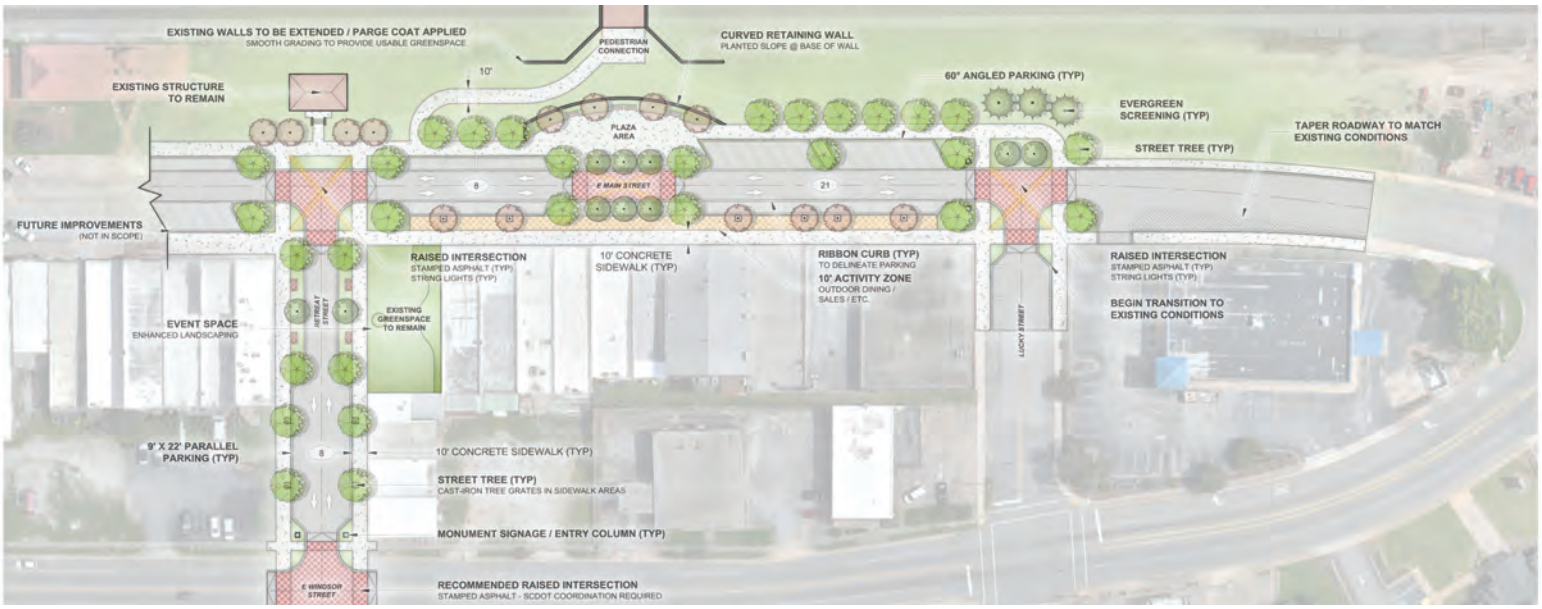
MUNICIPAL | URBAN PLANNING

Project Size

+/- 50 ACRE STUDY AREA

Completion Date

2020



WESTMINSTER DOWNTOWN STREETSCAPE IMPROVEMENTS

SW+ provided urban planning, landscape architecture, and civil engineering services for the first phase of implementation of the City of Westminster's recently adopted Downtown Master Plan. This project focuses on streetscape and other public realm enhancements that includes traffic improvements (redesigned street network and parking), pedestrian accommodations, landscaping, other streetscape elements, as well as other public amenities (festival street, park, pavilion, plaza, and fountain).

As the Prime firm, SeamonWhiteside provided extensive subconsultant coordination including survey, utility coordination, cultural resources survey, cost estimation, and grant assistance.

Location

WESTMINSTER, SC

Project Type

URBAN PLANNING

Project Size

+/-10 ACRES

Completion Date

2023 (PHASE 1)

RELEVANT PROJECTS



COUNTY SQUARE PARKING DECK & ADMINISTRATION BUILDING

In response to the growing need for updated and expanded facilities for Greenville County's governmental operations, SW+ is serving as part of the team charged with redesigning an underutilized yet highly visible downtown corner near the Reedy River and Falls Park. Phase 1 of this multi-phase project encompasses an area equal to 10 city blocks and consists of a new county administrative facility with adjacent 8-level parking structure. Future phases will consist of a mix of office/residential/retail uses with trail connectivity to integrate into the surrounding neighborhoods. SW+ is providing comprehensive civil engineering, landscape architecture, permit coordination services, and construction administration for the project.



Location

GREENVILLE, SC

Project Type

MIXED USE | REDEVELOPMENT

Project Size

35 ACRES

Completion Date

2023 (PHASE 1)



RELEVANT PROJECTS



MAIN & STONE

Main + Stone is a mixed-use residential and redevelopment in downtown Greenville, SC. Phase I of the two phase project is under construction and work on Phase II has begun. In addition to 292 units of apartment homes, this development will include 26,000 SF of covered parking for 307 spaces, 14,450 SF retail and commercial space and 4,800 SF of restaurant space creating an urban epicenter on this ideally located site. SW+ provided comprehensive civil engineering, landscape architecture, permit coordination services and construction administration for the project.



Location

GREENVILLE, SC

Project Type

MIXED USE | RESIDENTIAL

Project Size

4.8 ACRES | 292 UNITS

Completion Date

2016



RELEVANT PROJECTS



CANVAS GREENVILLE

SW+ provided civil engineering, landscape architecture, design development, construction documents, permit coordination, and construction phase services for this mixed-use development. Located in the heart of Heritage Green, Greenville's arts and cultural district, the development consists of Canvas Tower, a 130,000 SF office renovation of the 301 College St. building, along with Canvas Lofts, a 48-unit, mixed-use building with retail and residential offerings.

The developer commissioned Australian artist Guido Van Helten to create an 18,900 square-foot mural featuring retired teacher, Pearlie Harris, who helped integrate Greenville County's schools fifty years ago. The mural also features students from A.J. Whittenberg Elementary School of Engineering. The theme of the mural is racial diversity and education to honor the 50th anniversary of Greenville schools' desegregation.



Location

GREENVILLE, SC

Project Type

MIXED USE | RESIDENTIAL

Project Size

130,000 SF | 48 UNITS

Completion Date

ONGOING





PINESTONE / MIXED USE

CLIENT
PineStone Capital, LLC /
The Randolph Group

LOCATION
Traveler's Rest, SC

PROJECT TIMELINE
Building A - Permit Set Complete (Project Currently on Hold)
June 2021 to June 2022

Building B + C - Conceptual Design Complete, Permit Set Ongoing
July 2023 to Present

Warehouse - Permit Set Complete (Project Currently on Hold) -
July 2021 to September 2023

SeamonWhiteside, McMillan Pazdan Smith, and the Randolph Development Group have been working together with the City of Traveler's Rest to create a planned, mixed-use development on 45 acres just east of Main Street. The project aims to create a more defined downtown space in Traveler's Rest with a mixture of single-family, multi-family, and commercial space. The housing component should add close to 350 units to downtown Traveler's Rest. Pinestone will have direct access to the popular Swamp Rabbit Trail.

MPS is currently working on two major components for the project. The first is a series of three new construction buildings to create a small retail center. Construction drawings are currently complete for one of the three buildings and conceptual designs have been completed for the other two, as of late 2023. The second project is the adaptive re-use of two, 24,000 SF existing pre-engineered buildings on the property to create a food hall and retail space. Construction drawings for this component have also been completed. The project is currently on hold with construction anticipated to begin in 2024.

mcmillan pazdan smith ARCHITECTURE




APPAREL
SHOP



JUDSON MILL / MIXED USE

CLIENT
Judson Mill Ventures, LLC

LOCATION
Greenville, SC

PROJECT TIMELINE
Master Planning and National Reg. Work
2015-2016

Phase 1 - Judson Mill Lofts
Initial Studies – 2016-2017
Design Drawings – 2017-2018
Construction – 2019-2021

Phase 2 – The Warehouse
Initial Studies – 2018
Design Drawings – 2018-2022
Construction – 2020-2022

Phase 3 – The Annex
Initial Studies – 2020
Design Drawings – 2020-2022
Construction – 2022-2023

Phase 4 – Westervelt and Jenny
Initial Studies – 2022
Design Drawings – 2023
Construction – 2024-2025 (estimated)

At a time when Greenville County was known as the "Textile Capital of the World," Judson Mill was the largest mill in the county. Decades later, the mill shuttered its operations, and was subsequently acquired by Belmont Sayre as an urban mixed-use redevelopment project. In 2017, the partnership of Three Corners Development and Judson Mill Ventures commissioned McMillan Pazdan Smith to transform the 800,000 SF historic structure into a wide variety of spaces: 204 affordable apartments, 215,000 SF office space, 106,000 SF light industrial space, 35,000 SF flex space, and 12 acres of retail parcels. Residential amenities will include an outdoor kitchen, a fitness and yoga center, a game room, a pool and hot tub, a bocce court and a bike shop.

The team started with the mill's listing on the National Register of Historic Places. This vital first step secured the federal tax credits associated with historic property restorations necessary to meet the developer's financial goals. Additionally, the design team is working closely with the State Historic Preservation Officer (SHPO) to meet specific design requirements. Careful attention is being given to elevations of additions and how these affect the existing structure's massing. Specific areas have also been identified to remain as they were during the textile era, including matching existing windows, while other areas are being modernized to meet daylighting and air quality requirements. Furthermore, many of the additions that accumulated over the life of the facility are being retained to explain how the mill evolved with the technological advancement of the textile industry. Four large courtyards, cut precisely where approved by SHPO, will provide the daylighting needed by interior residential units.

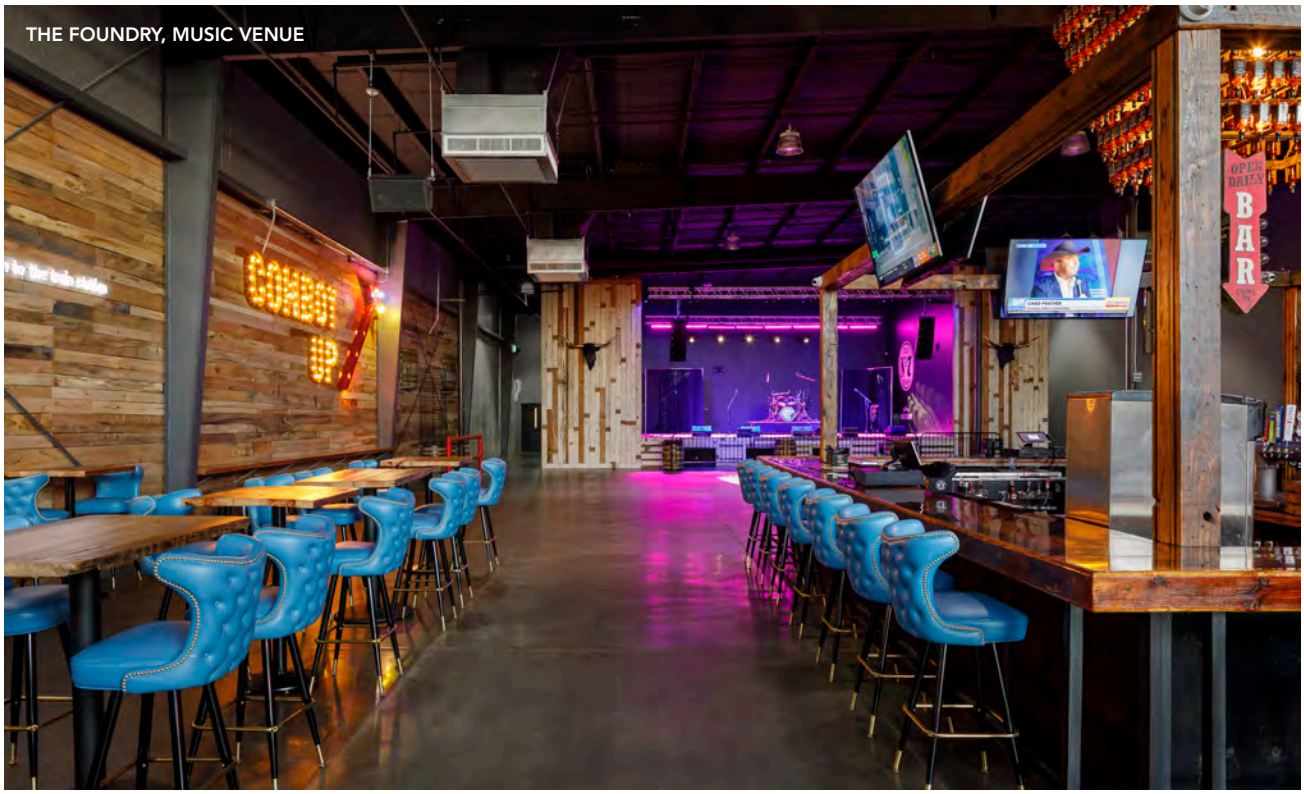
The $70M first two phase of the project was completed by Fall 2022, with additional upfits and renovations ongoing through 2023. The final phase is set to begin in 2024.

mcmillan pazdan smith ARCHITECTURE

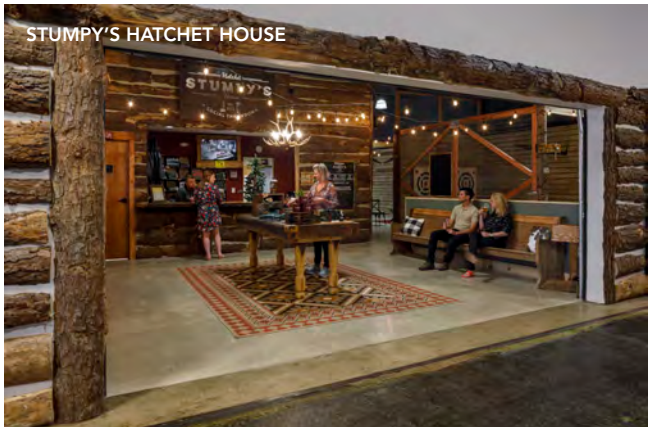
RELEVANT PROJECTS


BLOCHAVEN CLIMBING GYM

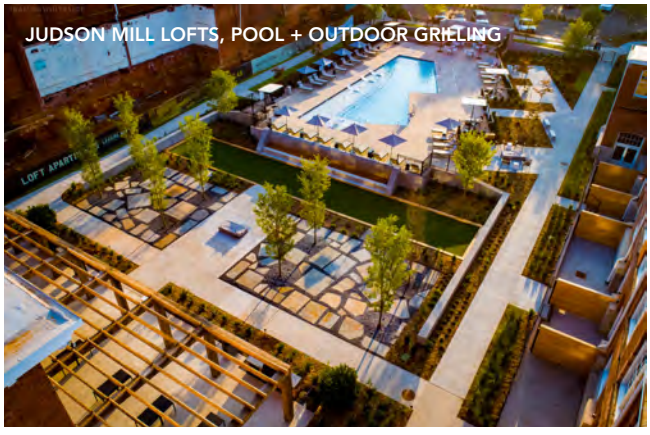

MAGNETIC SOUTH BREWERY



THE FOUNDRY, MUSIC VENUE



STUMPY'S HATCHET HOUSE


JUDSON MILL LOFTS, POOL + OUTDOOR GRILLING



BRIDGEWAY STATION / MIXED USE

CLIENT
Hughes Investments, Inc.

LOCATION
Mauldin, SC

PROJECT TIMELINE
Block A
(200,000 SF / Six-Story, Mixed-Use)

Design
February 2020 - May 2021

Construction (Shell)
June 2021 - February 2023

Hughes Investments sought to create an exciting new mixed-use development centered around a town square concept off I-385. McMillan Pazdan Smith (MPS) provided design serves for the Block A Building, a 200,000 SF, six-story mixed-use structure with retail and restaurants on the first floor and five floors of apartments above. Additionally, MPS provided schematic design services for BridgeWay's town square and public spaces. Influenced by Old World architecture, BridgeWay Station is unlike any other development in the Upstate. A central event hall pays homage to Greenville's Southern railway station built in 1905 and a tower in the middle of BridgeWay was modeled after Greenville's old city hall. The overall development features over 450,000 SF of mixed-used space, including a mixture of restaurants, offices, entertainment venues, and apartments spread over the 40 acre site and connected by outdoor green space and plazas. BridgeWay has access to the Swamp Rabbit Trail via a new pedestrian and bike bridge over I-385. The first phase of construction was completed in late 2023.

This project's town center approach is highly relevant to your proposed project. Both involve the creation of a central, pedestrian-friendly common space with associated surrounding mixed-use spaces for retail, dining, entertainment, and office space.

mcmillan pazdan smith ARCHITECTURE



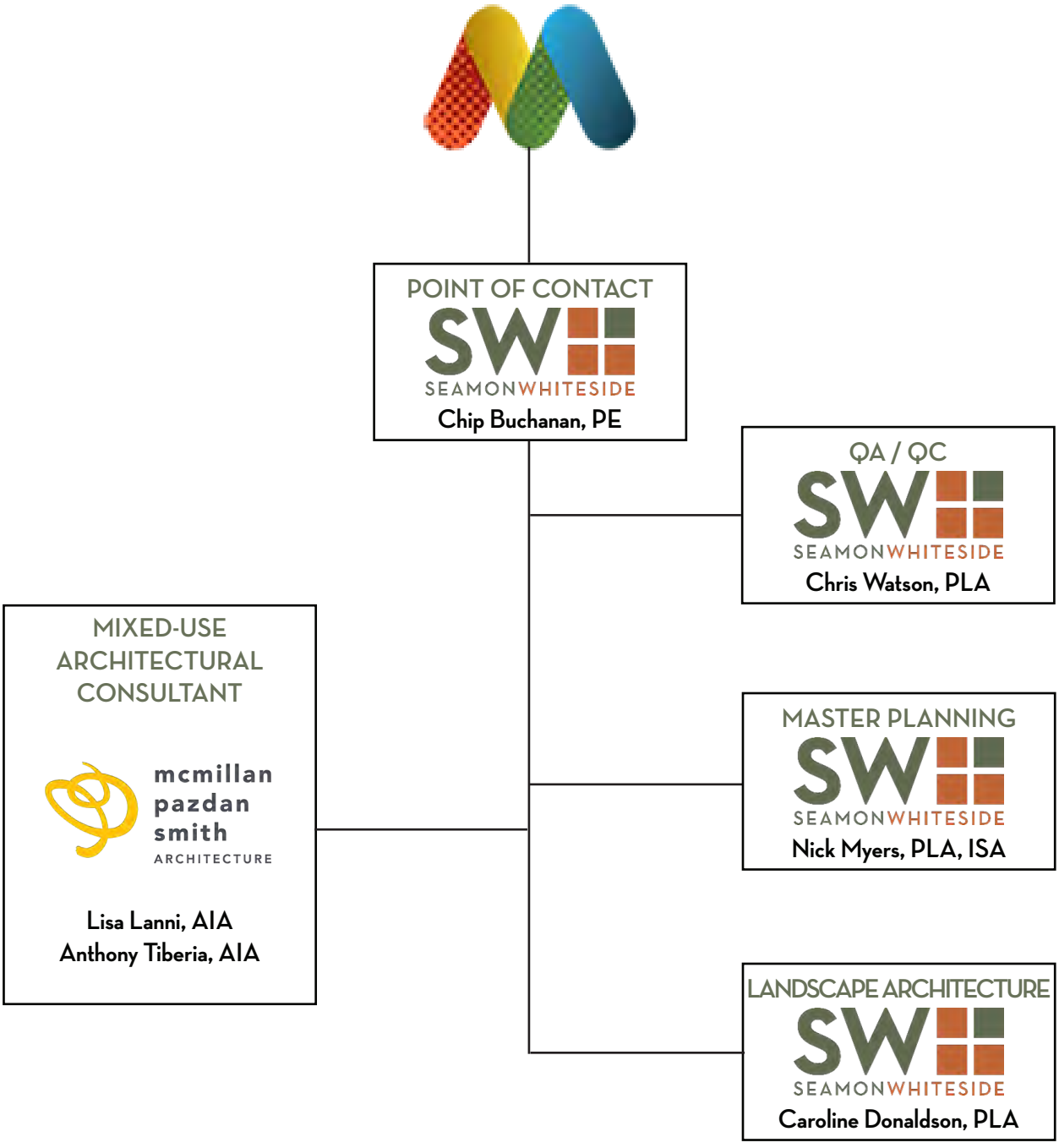






TEAM QUALIFICATIONS & EXPERIENCE

Our talented team of professionals will be led by Chip Buchanan, Senior Civil Engineering Team Leader, in our SW+ Greenville office with supporting services from subconsultant McMillan Pazdan Smith Architecture.



QUALIFICATIONS & EXPERIENCE



CHIP BUCHANAN, PE

Senior Civil Engineering Team Leader

Chip joined the Greenville office of SeamonWhiteside in 2022. As a Senior Civil Engineering Team Leader. Chip is responsible for all aspects of the civil engineering planning, design, construction document development, permit coordination, and complete project management services for a variety of project types. Chip brings over 10 years of experience in the Upstate of SC.

Typical project types include municipal improvements, commercial properties, industrial facilities, institutional, single and multi-family residential, and mixed-use developments.

EDUCATION

Bachelor of Science, Civil Engineering

CLEMSON UNIVERSITY | CLEMSON, SC

REGISTRATIONS AND AFFILIATIONS

Professional Engineer

SOUTH CAROLINA | #35009

ULI Upstate Executive Committee

City of Greer Unified Development Ordinance Stakeholder Committee

SIGNATURE PROJECTS

Woven Mixed-Use Development
GREENVILLE, SOUTH CAROLINA

Markley Square Mixed-Use Development
GREENVILLE, SOUTH CAROLINA

Judson Mill
GREENVILLE, SOUTH CAROLINA

Pelham Exchange Commercial Master Plan
GREENVILLE, SOUTH CAROLINA

Mauldin Fire Station
MAULDIN, SOUTH CAROLINA

Hwy 29 & Orr Streetscape
ANDERSON, SOUTH CAROLINA

City of Greenville Public Safety Campus
GREENVILLE, SOUTH CAROLINA

Furman University North Campus Pedestrian Plan
GREENVILLE, SOUTH CAROLINA

Clemson University Madren Center Master Plan
CLEMSON, SOUTH CAROLINA

Anderson University Sports Complex Master Plan
ANDERSON, SOUTH CAROLINA

QUALIFICATIONS & EXPERIENCE



CHRIS WATSON, PLA

Director

Chris joined SeamonWhiteside in 1994, beginning work in the Mount Pleasant main office and then moving to Greenville in 2002 to establish the new branch office. Chris has practiced landscape architecture for more than 27 years, providing master planning, landscape architectural design, and project management services to public and private sector clients.

His typical projects include higher education campuses, parks, recreation and resort development, mixed-use developments, residential land planning, commercial and retail, professional office buildings, streetscape master plans and improvements, municipal gateways, neighborhood amenity areas, and golf course site improvements.

EDUCATION

Bachelor of Landscape Architecture
CLEMSON UNIVERSITY | CLEMSON, SC

REGISTRATIONS AND AFFILIATIONS

Professional Landscape Architect
SOUTH CAROLINA | #0733
NORTH CAROLINA | #1787
TENNESSEE | #116
ALABAMA | #891

American Society of Landscape Architects
Clemson University Professional Advisory Board
Urban Land Institute
Art in Public Spaces Greenville Commission

SIGNATURE PROJECTS

City Park Master Plan
GREENVILLE, SOUTH CAROLINA

Rocky River Nature Park Master Plan
ANDERSON, SOUTH CAROLINA

VaDuMar Park
SPARTANBURG, SOUTH CAROLINA

Pickens Recreation Complex
PICKENS, SOUTH CAROLINA

Cherokee County YMCA
GAFFNEY, SOUTH CAROLINA

Swamp Rabbit Trail
GREENVILLE, SOUTH CAROLINA

Eastside Recreation Complex
ANDERSON, SOUTH CAROLINA

Clemson University
Kingsmore Stadium Addition
CLEMSON, SOUTH CAROLINA

Pickens City Park Amphitheater
PICKENS, SOUTH CAROLINA

Henry L Jolly Park
GAFFNEY, SOUTH CAROLINA

City of Clemson
Recreation Master Plan
CLINTON, SOUTH CAROLINA

QUALIFICATIONS & EXPERIENCE



NICK MYERS, PLA, ISA

Team Leader

After more than seven years of working with AECOM in St. Petersburg, Florida, Nick joined the SeamonWhiteside Greenville office in 2020 as a Senior Landscape Architect and is now a Landscape Architecture Team Leader.

As a Professional Landscape Architect and ISA Certified Arborist Nick has experience in projects ranging from small-scale, residential site designs to multimodal transportation enhancements for local municipalities to roadway landscape projects for major interstate highways and interchanges for FDOT. He has worked in various phases of project development, from site design and initial client interview, through design development and construction. Nick has contributed to the planning, design, and production of landscape improvements for multiple FDOT highways, interchanges, and capacity improvement projects. Additional experience includes performing post design services, tree assessments, public involvement, and the planning of trails and sidewalks, graphic design, and presentations.

EDUCATION

Bachelor of Landscape Architecture

CLEMSON UNIVERSITY | CLEMSON, SC

REGISTRATIONS AND AFFILIATIONS

Professional Landscape Architect
SOUTH CAROLINA | IN PROGRESS

FLORIDA | #LA6667226

Certified Arborist
International Society of Arboriculture
#FL-9305A

SIGNATURE PROJECTS

Anderson University
West Edge Master Plan
ANDERSON, SOUTH CAROLINA

Anderson University
Pedestrian Connections Master Plan
ANDERSON, SOUTH CAROLINA

Furman University
North Village Pedestrian Plan
GREENVILLE, SOUTH CAROLINA

Furman University
White Oaks Landscape Assessment & Master Plan
GREENVILLE, SOUTH CAROLINA

Furman University
Land Use Planning - Local Consultant
GREENVILLE, SOUTH CAROLINA

Central Carolina Technical College
Century Drive Gateway & Streetscape Improvements
SUMTER, SOUTH CAROLINA

Mauldin City Center Master Plan
MAULDIN, SOUTH CAROLINA

Westminster Downtown Master Plan
WESTMINSTER, SOUTH CAROLINA

Hall Street Park Master Plan
WESTMINSTER, SOUTH CAROLINA

County Square Parking Deck and Administration Building
GREENVILLE, SOUTH CAROLINA

QUALIFICATIONS & EXPERIENCE



CAROLINE DONALDSON, PLA

Landscape Architecture Project Manager

Caroline Donaldson joined SeamonWhiteside in 2017 after working with the Graham Kimak Landscape Designs for over three years. Typical projects types for Caroline include mixed-use residential, single-family residential, office buildings, shopping centers, and park and recreation planning, and entrance design. Her responsibilities begin with initial conceptual design and continue through construction document preparation, permitting, and close-out.

EDUCATION

Bachelor of Fine Art
SAMFORD UNIVERSITY | BIRMINGHAM, AL

Bachelor of Art in English
SAMFORD UNIVERSITY | BIRMINGHAM, AL

Master of Landscape Architecture
CLEMSON UNIVERSITY | CLEMSON, SC

REGISTRATIONS AND AFFILIATIONS

Professional Landscape Architect
SOUTH CAROLINA | #1568
TENNESSEE | #1301

SIGNATURE PROJECTS

Pinestone Mixed Use
TRAVELERS REST, SOUTH CAROLINA

Duckworth Tucker Sports Park
ANDERSON, SOUTH CAROLINA

The Settlement
SIMPSONVILLE, SOUTH CAROLINA

Clemson Tennis Center
CLEMSON, SOUTH CAROLINA

Adams Hill Apartments
GREENVILLE, SOUTH CAROLINA

Legacy Square at Verdae
GREENVILLE, SOUTH CAROLINA

Westside Single-Family
SPARTANBURG, SOUTH CAROLINA

O'Neil Village
GREER, SOUTH CAROLINA

Federal Courthouse
GREENVILLE, SOUTH CAROLINA

County Square Redevelopment
GREENVILLE, SOUTH CAROLINA

Southern First Headquarters
GREENVILLE, SOUTH CAROLINA

LISA M. LANNI, AIA

PRINCIPAL IN CHARGE / GREENVILLE STUDIO DIRECTOR

Lisa is a principal and director of MPS's Greenville studio. With over 30 years of experience in mixed-use, adaptive reuse, and restoration brings a creative approach to urban design. Her design approach is based on promoting connectivity and social interaction, respecting our historic and cultural resources and valuing sustainable design. By researching the history of each place and providing an analysis of the site, Lisa is able to create a design that embodies each client's personality and enhances the quality of the community.

PROJECT EXPERIENCE

Taft Family Ventures / Belmont Sayre
Judson Mill
Multi-Family, Mixed-Use, Adaptive Reuse
Principal in Charge

Suncap Property Group
Markley + Main
Mutli Family Mixed Use
Principal in Charge

NHE, Inc.
The Alliance
Mutli Family Mixed Use
Principal in Charge

The Beach Company
McBee Station
Multi Family Mixed Use
Project Manager

Stone + Main
Multi Family Mixed-Use
Master Plan, New Facility
Project Manager

River Rock
Multi Family Mixed Use
Master Plan, New Facility
Principal in Charge

Toll Brothers
301 College Street Townhomes
Multi-Family, Mixed-Use Development
Greenville, SC
Principal in Charge

Blue Wall Real Estate
Aug Smith on Main Building
Multi Family Mixed Use
Adaptive Reuse
Principal in Charge

Mulberry St. Apartments
Multi Family Mixed Use
Principal in Charge

Dewberry Capital
Oyster Park
New Mixed Use Facility
Principal in Charge

City of Greenville Housing Authority
The Preserve at Logan Park
Proposed Mixed Income Housing
Master Plan
Project Manager

Senior Housing
New Facility
Project Manager

Garden Apartments
Renovation
Project Manager

Asheville Housing Authority
Lee Walker Heights
New Multi-Family Housing
Master Plan
Principal in Charge

City of Augusta
Laney Walker / Bethlehem District
Master Planning and Design
Project Manager

City of Greenville
Design Guidelines for Central Business District
Principal in Charge

Homes Urban, LLC
100 East
New Mixed-Use Development
Project Manager

400 Meeting Street Apartments
Student Housing
Project Manager

Grandmarc at Clemson
Student Housing Mixed Use
Project Manager

100 Prince Ave
Multi Family Mixed Use
Principal in Charge

Bishop Building
Multi Family Mixed Use
Renovation and Addition
Principal in Charge



EDUCATION

Master of Architecture
Clemson University, 1993

B.S. in Architecture
Clemson University, 1989

Associate in Applied Science, Architectural Technology
State University of New York Agricultural and Technical College, 1984

REGISTRATIONS

SC, MI, NJ, DC

PROFESSIONAL AFFILIATIONS

American Institute of Architects, Member

CREW, Member

Urban Land Institute (ULI), Member, Regional Council Rethinking Southern City, 2018 - Present

Greenville County Historical Society, Member

Greenville Humane Society Board
Vice President, 2014-2019

AIA Women in Architecture, Chair & Founder, 2010-2012

Fine Arts Center
Advisory Board, 2013-2015
Trustee, CAF, 2015

mcmillan pazdan smith
ARCHITECTURE

ANTHONY TIBERIA, AIA

PROJECT MANAGER / GREENVILLE COMMUNITY PRACTICE DIRECTOR

Anthony is a Principal and Director of the Greenville Community Practice Area with more than 25 years of architectural experience over a broad range of project types including mixed-use, urban planning, adaptive re-use, historic preservation, commercial office, multi-family and athletic facilities. His design approach is focused on understanding the context and history of a project site to develop a solution that embraces client goals, while enhancing the overall community.

PROJECT EXPERIENCE

Judson Mill
Building 1 Multi-Family
Adaptive Reuse
Project Manager

Building 2 Mixed Use
Adaptive Reuse
Project Manager / Project Architect

Building 4 & Pumphouse
Adaptive Reuse
Project Manager / Project Architect

The Beach Company
Main + Stone
Multi-Family Mixed-Use
Master Plan, New Facility
Project Manager

On The Trail
Multi-Family, Mixed Use, Master Planning
Brownfield Redevelopment
Project Manager

Homes Urban, LLC
100 East
New Mixed-Use Development
Project Architect

400 Meeting Street Apartments
Student Housing
Team Architect

CTRE
201 East North Street
Mixed Use Development
Project Architect

Blue Moon Partners
114 East Stone Avenue
Mixed Use Development
Project Architect

East Central Lofts
New Mixed Use Project
Project Architect

Find Great People
Interior Upfit
Project Architect

133 South Main Street
New Mixed Use Building
Project Architect

22 South Main Street
Renovated Mixed Use Building
Project Architect

Elliott Davis
Greenville Office Upfit
Project Architect

Charlotte Office Upfit
Project Architect

Nashville Office Upfit
Project Architect

Charleston Office Upfit
Project Architect

Immedion
Data Center & Office Upfit
Project Architect

Lincoln Energy Solutions
Office Upfit
Project Architect

World Acceptance Corporation Headquarters
Addition/Renovation
Team Architect

Markets Retail Centers
Markets at Epps Bridge
New Shopping Center
Project Architect

Markets at Sugarloaf
New Shopping Center
Project Architect

Markets at Cedar Ridge
New Shopping Center
Team Architect

Markets at Anderson
New Shopping Center
Team Architect



EDUCATION

Master of Architecture
Tulane University 2002

Bachelor of Architecture
Tulane University, 1996

REGISTRATIONS

SC, NY

PROFESSIONAL AFFILIATIONS

American Institute of Architects, Member

National Council of Architectural Registration Boards, member

mcmillan pazdan smith ARCHITECTURE

February 13, 2024

City of Mauldin *[via email]*
5 E. Butler Road
Mauldin, SC 29662
Attn: Mr. J.R. Charles

MAULDIN CITY CENTER VILLAGE MASTER PLAN
City of Mauldin, SC

SW+ Project # GR11075

Per your request, Seamon, Whiteside & Associates, Inc. (SW+) is pleased to present the following proposal that provides the anticipated scope of services and associated fees for the referenced project. This proposal is based on the RFP issued on November 13, 2023 and the in-person meeting with City Staff on February 1, 2023 to further define the scope. This proposal will replace the fees provided in RFP submission by SW+ on December 13, 2023. SW+ will provide civil engineering and landscape architecture design services described below.

Scope of Services

Division 1: Kickoff, Due Diligence, & Schematic Design

1. Kickoff meeting with City of Mauldin Stakeholders (Client) to review the project requirements, adjacent development projects, Jenkins Ct streetscape project and desired development program.
2. Use existing site data (county GIS, surveys/plats, maps, previous studies, drone imagery, etc.) to create base map to develop master plan concepts. Research zoning and land development restrictions of property including restrictive covenants (if applicable) along with utility availability.
3. Visit the site to identify opportunities and constraints that have the potential to influence the design.
4. Review all available Environmental Studies available for the project area.
5. Initial coordination with the following agencies on project requirements:
    a. City/County (Planning, Land Disturbance and Storm Water)
    b. Local water authority (water)
    c. Local sewer authority (sewer)
    d. SCDOT (site access)
6. Compile Letters of Coordination and availability from agencies and utility providers (if necessary).
7. Prepare a Schematic Design “Bubble Diagram” Area Plan for the mixed-use urban redevelopment based on the Client’s program, site conditions, public agency input, and applicable regulations. This plan will show a schematic parcel layout based on access locations, grading/drainage constraints and other utility requirements.
8. Review the Plan with the Client and revise based on Client’s input.
9. Schedule and attend a Plan Review Meeting with City of Mauldin to review the Schematic Design Area Plan.

Division 2: Market Review

1. Coordinate with adjacent developments, outside development partners and our Architectural partner (McMillan Pazdan Smith) determine the "highest & best" uses for the available parcels in the project area.
2. Provide a summary document of these uses including precedent imagery and building massing.
3. Meet with Client to review the findings.

Division 3: Site Evaluation

1. Evaluate the potential sites for the "highest & best" uses based on the known site constraints.
2. Provide a summary document of the potential uses by parcel including pros and cons of each.

Division 4: Master Planning

1. Meet with Client to review the findings of Divisions 1-3 to finalize the desired development program.
2. Prepare two (2) CAD-produced sketch concept layouts for the project site that explores desired potential development scenarios & densities for the "highest & best" uses for the overall urban redevelopment. These concepts will incorporate phasing scenarios.
3. Receive comments from client on their preferred development scenario.
4. Prepare a final, rendered conceptual site study (deliverable) for the City to use for marketing purposes.

Notes:

1. *It is assumed that the entire project will be designed and permitted in one phase.*
2. *3D perspectives, animation and detailed illustrative renderings are not included in this proposal but can be provided for a negotiated fee.*
3. *Geotechnical studies, environment audits, structural design of retaining walls greater than 3' in height, design of site lighting, traffic studies, and other supporting services not defined in the scope of this proposal, should they be required, will be provided by the Client through separate contract with outside consultant(s).*
4. *Client shall be responsible for the payment of application and permit fees, impact and tap fees, inspection fees, maintenance fees, bonds, and other agency charges associated with the permitting and construction of the Project.*
5. *It is our understanding that the current property zoning supports the intended use. This proposal does not include any efforts required for rezoning of the property or efforts for variances or special use exceptions for the project. Should our assistance in these efforts be requested it will be provided as additional services on an hourly rate basis.*
6. *Coverage under the SC NPDES General Permit for Construction Activities (NPDES) is required prior to initiation of land disturbing activities. A prerequisite to coverage is the submittal to, and approval of, a SWPPP by the local agency having jurisdiction under the SCDHEC MS4 program. In addition to initial erosion and sediment control measures, the SWPPP also includes various other provisions outside of the scope of the construction drawings. The SWPPP is intended to be a framework outlining measures that are intended to be implemented and maintained throughout the construction period. As a result, additional efforts related to the implementation, maintenance, and updating of the SWPPP are required during construction. Some of these must be performed by SW+ and others can be performed by SW+ or other parties.*
7. *Opinions of probable costs that are prepared by SW+ shall be based on its experience and qualifications and represent its judgment as a Consultant familiar with the construction industry but shall not be a guarantee that construction costs will not vary from its opinions of probable cost.*

8. *SW+ recognizes that design refinement and problem solving are iterative processes. However, it must also be recognized that excessive and continuous design changes are impossible to accurately quantify and are, therefore, outside of the scope of this proposal. We understand that a design will evolve during the submittal and review processes and we do intend for these types of adjustments to be included. However, extensive and continuous design changes that are beyond the scope of those typical for a project of similar size and complexity will be charged as additional services on an hourly rate basis.*
9. *Early in the design process, the Client shall coordinate with SW+ to establish a site work and landscaping construction budget. Once the budget is established, project design will proceed in accordance with the scope and quality criteria defined as the basis for preparing the budget. After final design and preparation of CD's is underway, any Client requested changes that are inconsistent with the originally established scope and quality criteria will be charged as additional services on an hourly rate basis.*
10. *During construction, construction drawing revisions due to changes in field conditions that are beyond SW+'s control will be provided on an hourly rate or negotiated fee basis.*

Fees:

Division 1:	Kickoff, Due Diligence, & Schematic Design	$7,000
Division 2:	Market Review	$3,500
Division 3:	Site Evaluation	$6,000
Division 4:	Master Planning	$13,500

Hourly rate services and/or additional services shall be invoiced according to the table below:

SW+ current hourly rates are as follows (see note below):

Principal in Charge	$275.00
Managing Principal	$250.00
Professional Support	$100.00
Administrative Support	$80.00
Landscape Architecture	
Director	$210.00
Senior Landscape Architecture Team Leader/Practice Leader 2	$200.00
Landscape Architecture Team Leader/Practice Leader 1	$190.00
Senior Landscape Architecture Project Manager 3/Senior Land Planner 3	$190.00
Senior Landscape Architecture Project Manager 2/Senior Land Planner 2	$180.00
Senior Landscape Architecture Project Manager 1/Senior Land Planner 1	$175.00
Landscape Architecture Project Manager/Land Planner 5	$170.00
Landscape Architecture Project Coordinator/Land Planner 4	$165.00
Land Planner 3	$160.00
Land Planner 2	$150.00
Land Planner 1	$140.00
Civil Engineering	
Director	$210.00
Senior Civil Engineering Team Leader/Practice Leader 2	$200.00
Civil Engineering Team Leader/Practice Leader 1	$190.00
Senior Civil Engineering Project Manager 3/Senior Designer 3	$190.00
Senior Civil Engineering Project Manager 2/Senior Designer 2	$180.00
Senior Civil Engineering Project Manager 1/Senior Designer 1	$175.00
Civil Engineering Project Manager/Civil Designer 5	$170.00

Civil Engineering Project Coordinator/Civil Designer 4	$165.00
Civil Designer 3	$160.00
Civil Designer 2	$155.00
Civil Designer 1	$145.00
Senior CAD Technician	$150.00
CAD Technician 4	$140.00
CAD Technician 3	$130.00
CAD Technician 2	$120.00
CAD Technician 1	$110.00
Construction Administration	
Director	$210.00
Construction Administration Team Leader	$190.00
Senior Construction Administration Project Manager	$175.00
Construction Administration Project Manager	$170.00
Construction Administration Project Coordinator	$165.00
Construction Administration Field Representative 2	$150.00
Construction Administration Field Representative 1	$140.00
Entitlements Manager	$140.00
Permitting Coordinator	$130.00
Surveying	
Director	$200.00
Surveying Team Leader	$190.00
Surveying Crew Chief	$120.00
3 Man Survey Crew	$240.00
2 Man Survey Crew	$180.00
CAD Technician 4	$140.00
CAD Technician 3	$130.00
CAD Technician 2	$120.00
CAD Technician 1	$110.00

Note: Hourly rates are subject to change October 1 of each year. Hourly rates to be invoiced shall be those in effect at the time services are provided.

Office reimbursable expenses will be billed at the rates listed in the table below plus a 10% handling fee:

Mileage outside of the local area	$0.67 per mile
(Local area is defined as the metropolitan area of the originating office of the proposal)	
Printing of construction and project drawings ($0.40 per sq ft)	
24 x 36	$2.40 each
30 x 42	$3.50 each
36 x 48	$4.80 each
Color inkjet plotting ($8.00 per sq ft)	
24 x 36	$48.00 each
30 x 42	$70.00 each
36 x 48	$96.00 each
Black and white inkjet plotting ($2.00 per sq ft)	
24 x 36	$12.00 each
30 x 42	$17.50 each
36 x 48	$24.00 each

Black and white Xerox copies

8½ x 11	$0.20 each
8½ x 14	$0.25 each
11 x 17	$0.35 each

Color Xerox copies

8½ x 11	$1.00 each
8½ x 14	$2.75 each
11 x 17	$3.50 each

When an estimated fee range is indicated, this estimate was made based on current understanding of project scope and/or construction duration. If it becomes apparent that this estimate will be exceeded, we will notify Client in advance of reaching the upper limit of the indicated range.

Other project related reimbursable expenses, such as but not restricted to postage, long distance telephone calls, travel expenses, courier fees, and agency permitting fees will be billed at actual cost plus a 10% handling fee. Fees for outside subconsultants will be billed at actual cost plus a 15% handling fee. Fees and reimbursable expenses will be invoiced every 4 weeks.

Should you find this Contract and attached General Terms of Agreement acceptable, please confirm by signing in the space provided below and return one executed original to our office. We look forward to working with you on this project.

Should you have any questions or need additional information, please call our office.

SEAMON, WHITESIDE & ASSOCIATES, INC.

Joe Bryant, PE, LEED® AP
Executive VP/Managing Principal | Greenville/Spartanburg

JB/cb/nm/cw

Accepted By:

_____

Signature and Title Date

SEAMON, WHITESIDE & ASSOCIATES, INC. (SW+/CONSULTANT)
GENERAL TERMS OF AGREEMENT

1. **The Agreement.** This document/agreement will serve as a contract for the proposed professional services. This Agreement is to be governed by the law of the State of South Carolina. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. This Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
2. **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only the services specifically described in this Agreement. However, if requested by the Client and agreed by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing.
3. **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated. Furthermore, if the services covered by this Agreement have not been completed within 12 months of the date hereof, through no fault of SW+, the amounts of the compensation, rates and multiples set forth herein are subject to equitable adjustment.
4. **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.
5. **Execution Authority.** The individual executing this Contract, if acting on behalf of a partnership, corporation, or funding agency, represents that he has the authority to do so.
6. **Changed Conditions.** The Client shall rely on the Consultant's judgment as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Consultant. Should the Consultant call for the contract renegotiation, the Consultant shall identify the changed conditions necessitating renegotiation and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
   6.1. The Consultant shall put forth reasonable professional efforts to comply with codes, regulations, ordinances, and laws in effect as of the date of the Agreement. Modifications to said ordinances, regulations, etc. that occur after the Agreement date and that would impact the project through an expansion of services would constitute additional services.
7. **Termination.** Either the Client or the Consultant may terminate this agreement at any time with or without cause upon giving the other party five (5) calendar days prior written notice. The Client shall within seven (7) calendar days of termination pay the Consultant for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.
8. **Standard of Care.** In providing services under this agreement and complying with applicable laws, ordinances, and regulations, including the Americans with Disabilities Act, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

8.1. The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet for accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Client acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use his or her reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The Consultant, however, cannot and does not warrant or guarantee that the Client's project will comply with interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.

9. **Certifications.** The terms "Certification," "Certify," and "Certified," as used in lending or regulatory agency documents which require the rendering of a professional opinion concerning compliance with such documents shall mean a statement by a Licensed Professional representing that professional services have been performed by him or under his direct supervision and, based upon the Licensed Professional's knowledge, information and belief, are consistent with commonly accepted local standards of practice; NO GUARANTEE OR WARRANTY IS EITHER EXPRESSED OR IMPLIED.

10. **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

10.1. Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

10.2. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.

10.3. Furnish, at the Client's expense, all information, requirements, geotechnical reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, geotechnical reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

10.4. Client agrees to not hold Consultant responsible for errors or omissions in Consultant's work that are directly attributable to errors or incorrect data provided to Consultant by Client or Client's other consultants. Client further acknowledges that any redesign or corrective efforts required by Consultant resulting from incorrect information provided by Client or Client's other consultants will be paid for by the Client as additional services.

10.5. Arrange for access to the site and other private or public property as required for the Consultant to provide its services.

10.6. Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

10.7. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the consultant's services or any defect or noncompliance in any aspect of the project.

10.8. Bear all costs for the payment of fees associated with the project. Such fees would include but not be limited to permit review and application fees, impact fees, and capacity fees. The Consultant will notify the client regarding the amount of fees and timing of payment.

11. **Method of Payment.** The Client agrees to pay the Consultant's invoices in a timely manner:

11.1. The Client agrees to pay the Consultant for work performed in accordance with the terms of this Contract, without regard to the success of the project.

11.2. For any payment, not reasonably in dispute, that is not received within 30 days, the Client shall pay a service charge on the past due amount, including interest at the rate of 1½% per month.

11.3. If payment is not received within 60 days, the Consultant may at their option and with five days written notice, suspend services or terminate this Agreement on the grounds of substantial nonperformance by the Client. Should SW+'s right of suspension or termination be exercised, they shall not be liable to the Client for delays or damages caused by the suspension or termination.

11.4. Payments on invoices submitted by SW+ for services performed shall not be delayed, postponed or otherwise withheld pending completion or success of construction, or receipt of funding from lending institutions, government grants, or other sources.

11.5. No deductions shall be made from the Consultant's compensation on account of liquidated damages or on account of cost in changes in the Work, other than those for which the Consultant has been finally determined to be liable. Invoices for payment shall not be offset by any claims for withholding or deductions by the Client unless the Consultant agrees or has been finally determined liable for such amounts.

11.6. The Consultant shall be entitled to reimbursement by the Client for reasonable fees and expenses when collection through an attorney or collection agency is necessary.

12. **Fees Not Dischargeable**. The Client agrees that any debt owed to the Consultant for professional services provided is non-dischargeable in bankruptcy meaning that any fees owed would survive in the event that the Client should ever declare bankruptcy.

13. **Fee Resolution**. The parties hereto consent that the exclusive forum for resolving any fee dispute/claim arising under this agreement shall be the Court of Common Pleas (Non-Jury) in the county of the originating office of this proposal: Charleston County or Greenville County, South Carolina.

14. **Dispute Resolution.** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Consultant and Client agree that all disputes between them arising out of or relating to this Agreement shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a precedent to litigation.

15. **Attorney Fees.** In the event legal action is necessary to enforce the payment terms of this Agreement, the Consultant shall be entitled to collect from the Client any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the Consultant for such collection action and, in addition, the reasonable value of the Consultant's prevailing fee schedule and expense policies.

16. **Statutes of Limitations.** Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for Acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Consultant's services are substantially completed.

17. **Limitation of Liability.** The Client agrees to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, owners, and subconsultants for any and all claims, losses, costs, and damages of any nature whatsoever that arise out of any cause of action, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, owners, and subconsultants shall not exceed $50,000.

18. **Certificate of Merit.** The Client shall make no claim for professional negligence, either directly or in a third-party claim, against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent Consultant currently practicing in the same discipline as the Consultant and licensed in the State of South Carolina. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Consultant performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

19. **Insurance.** The Client is advised to seek the advice of a qualified insurance professional with regarding any and all insurance requirements for the project. The Client agrees to indemnify the Consultant from damages arising from inadequate insurance coverage for the project. The Consultant carries Workers' Compensation insurance, professional liability insurance and general liability, and automobile insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

20. **Betterment.** If, due to the Consultant's error, any required item or component of the project is omitted from the project construction documents prepared by Consultant or any other entity retained by Client to perform services for the Project , the Consultant shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Consultant be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

21. **Use of Documents**. SW+ and its subconsultants shall be deemed the authors and owners of their respective Instruments of Service, including the Surveys, Drawings, Specifications, Reports, Field Data, Notes and other documents whether handwritten or in electronic form, and shall retain all common law, statutory and other reserved rights, including copyrights thereto.

21.1. The Client acknowledges the Consultant's construction documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. Nevertheless, the final construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Consultant. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Consultant. The Client shall not provide the Consultant's Surveys or other construction documents in any format to any third-party without the written consent of Consultant. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Consultant.

21.2. Under no circumstances shall the transfer of ownership of the Consultant's drawings, specification, electronic files or other instruments of service be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment for the Consultant's copyrights in any of the foregoing, full ownership of which shall remain with the Consultant, absent the Consultant's express prior written consent.

22. **Electronic Documents.** The Consultant may furnish to the Client and other parties as required during the execution of the Work, documents in electronic form. The Client shall agree to the following terms with regard to distribution and use of documents in electronic form:

22.1. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files are instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

22.2. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant.

22.3. The Client and the Consultant agree that any electronic files furnished by either party shall conform to the project specifications. Any changes to the electronic specifications by either the Client or the Consultant are subject to review and acceptance by the other party. If the Consultant is required to expend additional effort to incorporate changes to the electronic file specifications made by the Client, these efforts shall be compensated for as Additional Services.

22.4. Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic files shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

22.5. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed or sealed hard-copy constructions shall govern.

22.6. In addition, the Client agrees, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Consultant from any reuse if the electronic files without the prior written consent of the Consultant.

22.7. Under no circumstances shall delivery of electronic file for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

23. **Construction Phase Services.**

23.1. If the Consultant's services include the preparation of documents to be used for construction and SW+ is not retained to make appropriate site observation visits, the Client assumes all responsibility for interpretation of the documents and for construction observation. It is further agreed that the Client will defend, indemnify and hold harmless Consultant from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.

23.2. If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall SW+ have any authority or responsibility to stop or direct the work of any contractor. The Consultant's observation visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. The Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

23.3. The Client agrees that it would be unfair to hold Consultant liable for problems that might occur should Consultant's plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow Consultant's guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing Consultant's plans, specifications or other instruments of service. Accordingly, the Client waives any claim against Consultant, and agrees to defend, indemnify and hold Consultant harmless from any claim for injury or losses that results from failure to follow Consultant's plans, specifications or design intent, or for failure to obtain and/or follow Consultant's guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing Consultant's plans, specifications or other instruments of services. The Client also agrees to compensate Consultant for any time spent and expenses incurred by Consultant's prevailing fee schedule and expense reimbursement policy.

23.4. The Consultant is not responsible for any duties assigned to the Consultant in the construction contract that are not expressly provided for in this Agreement. The Client agrees that neither the professional activities of Consultant, nor the presence of Consultant's employees and sub-consultant at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for job safety and warrants that this intent shall be made evident in the Client's Agreement with the general contractor. The Client also agrees that the Client, Consultant and Consultant's subconsultants shall be indemnified and shall be made additional insureds under the general contractor's general liability insurance policy.

24. **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or warrant the existence of conditions whose existence and accuracy the Consultant cannot ascertain, or that would cause the Consultant to violate applicable rules of professional responsibility. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification.

24.1. The Client shall indemnify and hold the Engineer harmless from and against any and all judgments, losses, damages, and expenses (including attorney fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction in the premises. Defense costs shall include the time and expenses of the Engineer's personnel to assist in the defense of the issuance of the permit or certificate.

25. **Certifications, Guarantees and Warranties.** The Consultant shall not be required to sign any documents, no matter by whom they may be requested, that would result in the Consultant having to certify, guarantee or warrant the existence of conditions which the Consultant cannot ascertain. The Client also agrees that it has no right to make the resolution of any

dispute with the Consultant or the payment of any amounts due to the Consultant in any way contingent upon the Consultant's signing any such certification.

25.1. The Client shall indemnify and hold the Consultant harmless from and against any and all judgments, losses, damages, and expenses (including attorney fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction in the premises. Defense costs shall include the time and expenses of the Engineer's personnel to assist in the defense of the issuance of the permit or certificate.

26. **SWPPP Services.** Where the Consultant provides SWPPP related services, the information contained in the SWPPP represents a planning tool to assist the Client, and his co-permittees, in complying with environmental regulations during the Project construction. The decisions on how to operate the construction site rest solely with the Client/co-permittees and not with the Consultant. The Client agrees to indemnify the Consultant from damages and fines resulting from the operational decisions of the Client/co-permittees, or the failure of the Client/co-permittees to follow the recommendations as outlined in the SWPPP.

27. **NPDES Permit.** In instances where an NPDES Permit remains in effect beyond the termination of other services described in this proposal, the Consultant's responsibilities for SWPPP related services shall cease at a time concurrent with the termination of other services. If the Client wishes for SWPPP-related services to continue beyond that time, they shall be agreed to under a separate Contract.

28. **Shop Drawing Review.** The Consultant shall review and approve Contractor submittals, such as shop drawings, product data, samples and other data, as required by the Consultant, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. The review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the contract documents not brought to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

29. **Signage.** As used in this Agreement, the term sign shall mean any sign structure or combination of sign structure and message in the form of outdoor sign, display, message, poster, billboard, advertisement, logo, symbol, or other form, which is designated to advertise or inform, any part of a message or information contents.

29.1. **Signs Required by Law.** The Client agrees to allow the Consultant to adhere to the location of the professional services provided by the Consultant, signs which are required by law, statute, or regulatory body to be displayed.

29.2. **Consultant Sign.** The Client agrees to allow the Consultant to adhere to the location of the professional services by the Consultant, signs which advertise the Consultant's professional services. The Client agrees to allow all signs to remain at the location of the professional services for the duration of the Period of Services as defined in section 3 of this Agreement. The Client may request the exact specifications of the signs prior to installation on or at the site.

29.3. **Sign Permits**. In the event the location of the professional services by the Consultant is located in a county, municipality, or township, which requires pre-approval and/or permits to display signs, the Client will work with the Consultant in a reasonable manner obtain the necessary permissions and/or approvals.

30. **Definition of "Hazardous Materials".** As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, OCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statues) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

30.1. **Hazardous Materials - Suspension of Services.** Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may

affect the performance of the Consultant's services, the Consultant may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

30.2. **Hazardous Substances and Conditions.** This contract does not specifically address environmental pollution audits at any level, testing or visual inspection for environmental risks of pollution or hazardous materials wither on or relating to the site. Because of the Client waives any claim against the Consultant and agrees to defend, indemnify, and hold the Consultant harmless for any alleged environmental risks or hazardous materials. We further recommend that environmental audits, reports or cleanup be performed by the client in a timely manner and under separate contract.

31. **Non-Solicitation.** During the Period of Services as outlined in Provision 3 of this Agreement and ending one year following the Termination of this Agreement or the completion of Professional Services by the Consultant, the Client shall not, without prior written consent, directly or indirectly; (1) solicit or encourage any person to leave the employment of the Consultant or its affiliates; or (2) hire, on behalf of the Client or any other person or entity, any person who has left the employment of the Consultant within one year following the termination of that person's employment with the Client or its affiliates. The Client agrees that during the Period of Services by the Consultant and one year following the Termination of this Agreement, or completion of the Professional Services by the Consultant as defined in this Agreement, that the Client will not, whether for its own gain or for the gain of any other person or entity, interfere with the relationship of the Consultant or its affiliates with, or endeavor to entice away from the Consultant, any person who during the Period of Services of this Agreement , was an employee, investor, third-party vendor, or customer of the Consultant.

32. **Corporate Protection.** It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a South Carolina corporation, and not against any of the Consultant's individual employees, officers or directors.

CITY COUNCIL

MEETING DATE: March 18, 2024
AGENDA ITEM: 8g

TO: City Council
FROM: George Miller, Chief of Police, Donna DeRado, Administrative Judge
SUBJECT: Police & Court Operations Security Upgrades

DISCUSSION

Council is requested to approve the reallocation of $45,000 in ARPA funding for Police Department and Court Operations Security Upgrades.

HISTORY/BACKGROUND

Due to unforeseen circumstances, several important safety systems are beyond repair and need to be replaced. Some of these systems are more than a decade old or are necessary to ensure the safe operations of Court Administration and MPD.

ANALYSIS or STAFF FINDINGS

Staff of MPD have been working diligently to extend the life of a number of critical security systems at City Hall. These include security cameras in sensitive areas throughout the building and the City's metal detector. Staff have been unsuccessful, after a number of attempts, to repair the metal detector used for Court and Council Operations and have unrepairable issues with numerous security cameras. Therefore staff is requesting the reallocation of ARPA funding to purchase a new metal detector and replace 9 security cameras.

Additionally, Court Operations have been hampered as of late due to limited visibility out of the counter windows, and staff are unable to securely serve customers that are using a wheelchair. Currently, Court Administration must take customers one at a time, even though the counter window system was built for two access windows. Therefore, staff is requesting the reallocation of ARPA funds to reopen the second counter to provide better and ADA compliant services to customers.

Security Cameras Replacement	$20,000
Metal Detector Replacement	$5,000
Court Administration	$20,000
	$45,000.00

FISCAL IMPACT

The City received more than $12 million in ARPA funding and allocated those resources for various projects and capital acquisition. As many of those projects and purchases are now complete, staff has found

some underutilized funds that can be reallocated for other immediate needs. Staff recommends allocating $45,000 in ARPA funds for the above-mentioned security upgrades.

RECOMMENDATION

Staff recommends City Council reallocates $45,000 of ARPA funding for Police Department and Court Operations Security Upgrades.

CITY COUNCIL
AGENDA ITEM SUMMARY

MEETING DATE: March 18, 2024
AGENDA ITEM: 8h

TO: City Council
FROM: City Administrator Seth Duncan
SUBJECT: CDBG and HOME Resolution

REQUEST

City Council is requested to approve the attached CDBG Resolution.

HISTORY/BACKGROUND

The City of Mauldin has an agreement with the Greenville County Redevelopment Authority to administer Community Development Block Grant (CDBG) and HOME funded projects. Each year, council adopts a resolution regarding our allocation of CDBG and HOME funds. A public hearing will be conducted on March 18, 2024 at during our Council Meeting to review the program and our projected allocations.

FISCAL IMPACT

This year our allocation is estimated to be $174,576 in CDBG funds and $86,664 in Home funds. This compares with $174,256 in CDBG funds and $86,203 in Home funds last year.

RECOMMENDATION

Staff recommends approval of the Resolution.

ATTACHMENTS

Resolution

City of Mauldin
RESOLUTION

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE RESOLUTION _____
CITY OF MAULDIN

ALLOCATION OF GREENVILLE COUNTY
CDBG AND HOME FUNDS
FOR FISCAL YEAR 2024

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

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

	CDBG	HOME
City Allocation	$158,256	$68,203
Program Income	$ 16,320	$18,461
Total Estimate	$174,576	$86,664

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

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

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

HOME funds in the projected amount of $86,664 or such other amount as may be received in HOME funds in the 2024 program year to be used for new construction of affordable/workforce housing in the City of Mauldin; and

CDBG funds for the projected amount of $174,576 or such other amount as may be received in CDBG funds in the 2024 program year to be used for the following

activities; $99,076 for infrastructure improvement, $10,000 for Façade Improvement Program; $50,000 for Economic Development – revolving loan; and $15,500 in CDBG funds to be allocated for public service activities/programs in the City of Mauldin.

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

PASSED, ADOPTED AND APPROVED, by the Council of the City of Mauldin on this _____day of _____2024.

Attest: _____
Terry Merritt, Mayor

_____
Cindy Miller, Municipal Clerk

Reviewed:

_____
Seth Duncan, City Administrator

COMMITTEE OF THE WHOLE
AGENDA ITEM

MEETING DATE: March 18, 2024

AGENDA ITEM: 8i

TO: City Council

FROM: Public Works Director, Matthew Fleahman and Seth Duncan, City Administrator

SUBJECT: County Capital Project Sales Tax – Priority List

REQUEST

Staff is seeking Council approval of a priority list of roads and projects for inclusion in the County's Capital Project Sales Tax ballot initiative.

HISTORY/BACKGROUND

On March 5th, Greenville County Council approved a resolution to establish the Capital Project Sales Tax Commission. This commission, once appointed, will formulate a referendum question (with all projects) and transmit its findings to County Council on/by May 31st. We have been instructed by County Staff to have our final list of roads/projects for consideration provided to the County no later than March 22nd.

Back in January, the Public Works director provided an update to the Public Works Committee regarding road paving priorities and intersection improvements. The Committee discussed the list of project areas that were broken down into two list – City owned and County/State owned. The list was discussed again in Committee in February but was not put to a vote as staff advised that the County would be providing further clarification regarding project prioritization.

This list provided to the Committee is as follows:

City Roads

1 Holland Road (city) – Resurface from Vendue Ct. to E. Butler Rd (PCI 57)
2 Adams Mill (city/state) – Resurface from Ashmore Bridge to Brooks Road. (PCI55)
4 Maple Drive (city) - Resurface from Ashmore Bridge to Peachtree Lane (PCI 52)
5 Crestwood Drive (city) - Resurface from Ashmore Bridge to Whatley Circle (PCI 55)
6 Whatley Circle (city) - Resurface from W. Butler to 276S (PCI52)
7 Huntington Circle (city) - Resurface from Knollwood Drive to end (PCI 42)
8 Fargo St (city) - Resurface from Bethel Drive to Danbury Lane (PCI 52)
9 Bartlett St (city) - Resurface from Fargo Street to Danbury Lane (PCI 56)
10 Bangor St (city) - Resurface from Fargo Street o Bartlett Street (PCI 60)

State/County Roads

1 Ashmore Bridge Road (state) – Widening between Fork Shoals Rd and W. Butler Rd

W. Butler (state) – Resurface from Conestee Rd to HWY 276
HWY 276N/S (state) – Resurface from East Standing Springs to Innovation Drive
Miller Road (state) – Resurface from Murray Drive to Woodruff Road
Interchange Improvement (state) – Forrester Drive and Hamby Drive
Hamby Road (state) – Resurface from Miller Road to Forrester Drive
N. Golden Strip - Resurface from SC417 to Bethel Drive
Old Mil (state) – Resurface from E. Butler to Forrester Drive
Fowler Circle (county) – Widening from W. Butler Road to Murphy Lane
Brooks Road (county/city) - Resurface from New Neely Ferry Rd to Shawn Drive
Bridges Road (state) - Resurface from E. Butler to Bethel Road

County staff provided additional information on how projects should be categorized. Road projects are divided into three categories including Paving, Safety, and Capacity.

ANALYSIS or STAFF FINDINGS

Based on feedback from County staff, City staff is putting forward the following list of priority repaving and road improvement projects for inclusion in the County's Capital Project initiative. This list is based upon the roads PCI score, daily volume, potential cost, and ownership.

Road/Improvement	Category	PCI Score (if available)
Holland Road (Vendue Ct. to E. Butler Road) (city)	Paving	57
Adams Mill (Ashmore Bridge Rd to Brooks Rd) (city/state)	Paving	55
Hamby Road (Miller Rd to Forrester Dr) (state)	Paving	n/a
Interchange Improvement (Forrester Drive at Hamby Rd) (state)	Safety	n/a
Ashmore Bridge Road (widening Fork Shoals Rd to W. Butler Rd) (state)	Capacity	n/a
West Butler Road (Conestee Rd to HWY 276) (state)	Paving	n/a
HWY 276 (E. Standing Springs to Innovation Dr.) (state)	Paving	n/a
Old Mill Road (E. Butler Rd to Forrester Dr) (state)	Paving	n/a
North Golden Strip Dr (HWY 417 to Bethel Dr) (state)	Paving	n/a
Fowler Circle (widening W. Butler Rd to Murphy Ln) (county)	Capacity	n/a

It should be noted, Miller Road is expected to be repaved by SCDOT this year, and E. Butler Road will be repaved as part of the Bulter Road Improvement Project.

RECOMMENDATION

Staff is recommending the above listed road projects be submitted to the County Capital Project Sales Tax Commission for inclusion in the ballot measure being presented to the public this November.