CITY COUNCIL MEETING

MONDAY, AUGUST 19, 2024 | 7:00 PM

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

Adams Glen Pump Station Public Hearing will be held before the Council meeting is convened

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
AUGUST 19, 2024
CITY HALL COUNCIL CHAMBERS, 5 E. BUTLER ROAD

PUBLIC HEARING: ADAMS GLEN PUMP STATION ORDINANCE

1. Call to Order — Mayor Merritt
a. Welcome
b. Invocation
c. Pledge of Allegiance

2. Proclamations and Presentations — Mayor Merrit
a. Mauldin Cultural Council
b. Greater Mauldin Chamber of Commerce

3. Reading and Approval of Minutes — Mayor Merritt
a. City Council Meeting- July 15, 2024 [Pages 4-7]
b. Special Called City Council- August 5, 2024 [Pages 8-9]

4. Public Comment — Mayor Merritt

5. Report from City Administrator — Seth Duncan

6. Report from Standing Committees
a. Economic Planning & Development (Chairperson Matney)
b. Public Safety (Chairperson King)
c. Public Works (Chairperson Kraeling)
d. Finance and Policy (Chairperson Reynolds)
e. Recreation (Chairperson Allgood)
f. Building Codes (Chairperson Steenback)

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

a. Ordinance 1043- Adams Glen Pump Station Fee [Pages 10-20] — Chairman Reynolds

8. New Business — Mayor Merritt
Ordinances – 1st Reading

a. Ordinance 1044- Franchise Agreement with Ripple Fiber — Chairman Reynolds

[Pages 21-39]

Standing Committee Items

b. Resolution 06-2024- Employee Policy Manual [Pages 40-83] Chairman Reynolds

c. Resolution 07-2024- Lease Purchase Agreement [Pages 84-103] Chairman Reynolds

d. Resolution 08-2024- Reappoint Board of Directors to Mauldin Public Facilities Corporation [Pages 104- 107] Chairman Reynolds

e. Resolution 09- 2024-Sale of Surplus Equipment [Pages 108-111] Chairman Kraeling

f. Trailer Purchase from Drug and Alcohol Abuse Fund [Page 112] Chairwoman King

g. Approval of Financial Advisory Services Agreement [Pages 113-125] Chairman Reynolds

Committee of the Whole

h. Greenville County Schools School Resource Officer Agreement [Pages 126-132]

9. Public Comment Mayor Merritt

10. Council Concerns Mayor Merritt

11. Call for Executive Session Mayor Merritt

a. Executive Session to consider an economic development matter related to Bridgeway Station as allowed by State Statute Section 30-4-70(a)(2)

b. Possible action on items discussed in Executive Session

12. Adjournment Mayor Merritt

MINUTES
CITY OF MAULDIN
COUNCIL MEETING
JULY 15, 2024

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 Attorney Evan Bramhall and City Administrator Seth Duncan

PUBLIC HEARING: INDIGO POINT PUMP STATION ORDINANCE

Mayor Merritt called the public hearing to order at 7:05 p.m. There were no public comments. The Mayor closed the public hearing at 7:07 p.m.

1. Call to Order

a. Welcome- Mayor Merritt
b. Invocation- Councilman Matney
c. Pledge of Allegiance- Councilman Matney

2. Proclamations and Presentations

a. Flag Football Proclamations- 8U, 10U, 12U- Mayor Merritt read the proclamations and presented certificates to the coaches and players.
b. Ripple Fiber Presentation- Noelle Delalla spoke about Ripple Fiber possibly coming into Mauldin.

3. Reading and Approval of Minutes

a. City Council Meeting- June 17, 2024

Motion: Councilman Matney made a motion to approve the minutes as distributed with Councilman Reynolds seconding.

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

4. Public Comment- None

5. Report from City Administrator

Mr. Duncan reported on the SCDOT Momentum 2050 Survey

Momentum 2050 is the statewide plan for the future of South Carolina's transportation network. SCDOT would like your input and have invited you to join them in the planning process. Visit https://movingsouthcarolinaforward.com or scan the QR code to take the survey. This plan is a 25-year vision for South Carolina's transportation system and the policies and strategies that will guide the state's actions to achieve it. The South Carolina

Department of Transportation updates this plan every five years to reflect the latest information on travel and growth trends, infrastructure conditions, funding projections, and the latest federal requirements.

Rotie by Stella's, Mercato Café, and Old Europe Desserts are all open now at BridgeWay Station. Several more businesses will be opening in the very near future. Other businesses that recently opened including Eggs Up Grill in the Golden Strip Center (Autozone), Academy of Aesthetics (June ribbon cutting),

MP Husky recently announced an expansion of their Mauldin facility. They will be investing $11.1 million in their facility at 1370 Old Stage Road here in Mauldin. With this expansion, MP Husky expects to hire 35 new positions.

The Mauldin Theater Company will kick off it's 2024-2025 theater season with *A Chorus Line* beginning August 15th.

The renovations of the Clerk of Court's office are complete. Among the upgrades, a new ADA accessible window and the ability to serve 2 individuals at once.

6. Report from Standing Committees

a. Finance and Policy (Chairperson Reynolds)- None
b. Public Safety (Chairperson King)- Chairwoman King spoke on National Night Out, which will be held on August 6th.
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 reported Fall sports registrations have been extended until July 21st.

7. Unfinished Business-

Ordinances- 2nd Reading

a. An Ordinance to provide for the annexation of a tract consisting of approximately 23.2 acres located at Conestee Road and Lakewood Drive (tax map parcels: M013.02-01-008.01 and M013.02-01-008.02) by one hundred percent petition method and to establish a zoning classification of S-1 for said tract

   Councilman Matney recused himself from this vote due to a business relationship with one of the parties. He left the Council Chambers before discussion started.

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

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

Councilman Matney came back into chambers after the vote.

b. Ordinance establishing Indigo Point Pump Station Fee

Motion: Chairman Reynolds made a motion to accept this ordinance on second reading with Councilman Allgood seconding.

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

Committee of the Whole- None

8. New Business

Ordinances – 1st Reading

a. Adams Glen Pump Station Fee

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

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

Standing Committee Items- None

Committee of the Whole- None

9. Public Comment

Carson Colaluca thanked Council for allowing him the opportunity to intern in the Judicial Department. He thanked Judge DeRado for being a mentor to him as well as thanked the other Judicial employees for helping him learn about the judicial process. He said he has learned a great deal during his time in the department and is grateful for being allowed to intern over the summer.

10. Council Concerns

Councilman Matney said he saw two Mauldin Recreation products, Jayden Lucas and Jameson Tucker on a EA Sports video game. He hopes that will encourage the young people playing flag football and football.

11. Call for Executive Session

a. Executive Session to consider economic development matters related to City Center Village, Project Anchorage and Bridgeway Station as allowed by State Statute Section 30-4-70(a)(2)

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

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

Mayor Merritt reconvened the meeting at 8:46pm. Councilman Matney reported no decisions were made and no action taken.

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

12. Adjournment- Mayor Merritt adjourned the meeting at 8:47 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

MINUTES
SPECIAL CALLED CITY COUNCIL MEETING
AUGUST 5, 2024, AFTER COMMITTEE MEETINGS
CITY HALL – UPSTAIRS CONFERENCE ROOM
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 Seth Duncan, City Administrator.

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

2. New Business
a. Motion to enter into Executive Session to consider a personnel matter related to the Administration Department as allowed by State Statute Section 30-4-70 (a)(1) and an economic development matter related to Bridgeway as allowed by State Statute Section 30-4-70 (a)(2)

Motion: Councilman Matney made a motion to move into executive session at 7:54 p.m. Councilman Kraeling seconded the motion.

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

Mayor Merritt reconvened the Council meeting at 9:46 p.m.

Councilman Matney reported no decisions were made and no action taken.

b. Possible action on items discussed in Executive Session

Motion: Councilman Matney made a motion to approve the City Administrator's recommendation and hire Gregory Saxton as the new Assistant City Administrator. Councilman Steenback seconded the motion.

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

3. Council Requests- None

4. Adjournment- Mayor Merritt adjourned the meeting at 9:48 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

CITY COUNCIL
AGENDA ITEM

MEETING DATE: August 19, 2024

AGENDA ITEM: 7a

TO: City Council

FROM: Seth Duncan, City Administrator

SUBJECT: Ordinance: Adams Glen Pump Station Fee

REQUEST

Council is being asked to approve an Ordinance to establish a Pump Station Fee for parcels that have been platted at the Adams Glen subdivision.

HISTORY/BACKGROUND

The Adams Glen subdivision is being built along Ashmore Bridge Road near Ranch Road. The community will consist of 273 developed parcels at full buildout and is being built by DR Horton. The developer recently platted Phase 1 consisting of 165 lots. The pumpstation has been installed by the developer, is still under warranty, but has been handed over to the City of operation.

As per our policy, subdivisions requiring the use of a pumpstation are assessed an annual fee for the operation, maintenance and future capital needs of the pumpstation. An ordinance to adopt an initial fee is being presented to Council for consideration.

ANALYSIS or STAFF FINDINGS

Staff is presenting an Ordinance that will add a Pump Station Fee to the platted lots in Adams Glen and maintain the fee at $122 per year. The fee will be assessed annually on the property tax bill and may be adjusted annually to account for additional parcel development or changes in operating costs.

FINCANCIAL IMPACT

Expenses for the maintenance and operation of the Adams Glen pump station are included in the FY2024-2025 Budget and would be offset by the revenue collected.

RECOMMENDATION

Staff recommends Council approval of the Ordinance.

ATTACHMENT(S)

- Ordinance establishing Pump Station Fee
- Exhibit with affected parcels

4. Adjournment- Mayor Merritt adjourned the meeting at 9:48 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

AN ORDINANCE

ESTABLISHING A SEWER PUMP STATION FEE FOR PARCELS OF THE ADAMS GLEN SUBDIVISION DEVELOPMENT.

WHEREAS, the City of Mauldin, South Carolina (the ***"City"***), a body corporate and politic and a municipal corporation of the State of South Carolina, operates a sewer collection system that serves residents in the City;

WHEREAS, the City has approved the development of a subdivision on Ashmore Bridge Road by DR Horton (the ***"Owner"***) whereby the Owner agreed to acquire and install, at its expense, certain sewer capital improvements, including a sewer pump station (collectively, the ***"Sewer Infrastructure"***) as part of its developing an approximately 101 acre tract of land in the City into a residential development consisting of approximately 273 parcels, once completed over one or more phases to be known as Adams Glen (the ***"Development"***);

WHEREAS, the Sewer Infrastructure, upon completion, was donated to the City, and the City owns and operates the Sewer Infrastructure;

WHEREAS, operating and maintaining the Sewer Infrastructure, as well as capital improvements related to the Sewer Infrastructure, result in the City incurring additional expenses, which the City has determined to fund through the establishment of a sewer pump station fee (the ***"Pump Station Fee"***) to be assessed only on the real property parcels (the ***"Parcels"***) in the Development, which descriptions of the Parcels are attached hereto and incorporated herein by reference as ***Exhibit A***;

WHEREAS, the Developer has created an additional Parcel on the Development which have been incorporated into the Development and will now be assessed a Pump Station Fee pursuant to the terms of this Ordinance;

WHEREAS, pursuant to Section 6-1-330 of the Code of Laws of South Carolina, 1976, as amended, the City desires to establish and revise whenever it so wishes or may be required a Pump Station Fee, the revenues of which will be used for the operation, maintenance, renovation and repair of the Sewer Infrastructure as well as the acquisition and construction of related capital improvements;

WHEREAS, given the small number of Parcels in the Development on which the Pump Station Fee will be assessed, having the Pump Station Fee collected by the third-party water provider that currently collects the City's sewer collection fee is impractical and not cost effective;

WHEREAS, on July __, 2024 the City caused to be published a notice of public hearing in the *Greenville News* informing the public of the public hearing to be held at the August 19, 2024 City Council meeting;

WHEREAS, on August 19, 2024 the City Council conducted a public hearing on the establishment of the Pump Station Fee, allowing Parcel owner(s) and the public an opportunity to appear and be heard in person or by counsel before the City Council, prior to the enactment of this Ordinance, at which public hearing the Pump Station Fee was presented, discussed, and made available to the public for inspection; and

WHEREAS, this Ordinance has been approved by a positive majority of the City Council following such public hearing;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MAULDIN, SOUTH CAROLINA, AS FOLLOWS:

SECTION 1. Establishment of Pump Station Fee

The City hereby enacts, as of the date of enactment of this Ordinance, the Pump Station Fee on the Parcel in the Development set forth on the attached ***Exhibit A*** in the amount of $122 per Parcel per year. The Pump Station Fee will be due annually and assessed on each Parcel owner's real property tax bill. The City will inform Greenville County of the amount of the Pump Station Fee in order for Greenville County to place the Pump Station Fee on the Parcels' real property tax bills.

SECTION 2. Authorization

The Mayor and the City Administrator, for and on behalf of the City, acting jointly or individually, are fully empowered and authorized to take such further action as may be reasonably necessary to effect the establishment and implementation of the Pump Station Fee including entering into any agreements as may be needed for the collection of such Fee.

SECTION 3. Severability

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 4. Repealing Clause

All ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistencies.

DONE IN MEETING DULY ASSEMBLED, this 19th day of August, 2024.

CITY OF MAULDIN, SOUTH CAROLINA

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

First Reading: July 15, 2024
Second Reading: August 19, 2024

Public Hearing: August 19, 2024

EXHIBIT A

PROPERTY SUBJECT TO SEWER PUMP STATION FEE

ADAMS GLEN SUBDIVISION

The following Parcels more particularly described on the attached Plat are subject to the Sewer Pump Station Fee:

Plat #2021-153 Phase 1
1-12
31-80
125-138
160-248

STATE OF SOUTH CAROLINA)
) **CERTIFICATE OF ORDINANCE**
COUNTY OF GREENVILLE)

I, the undersigned, City Clerk of the City of Mauldin, South Carolina (the ***"City"***) **DO HEREBY CERTIFY:**

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance which was given two readings on two separate days, with an interval of at least six days between the readings by the City Council of the City (the ***"City Council"***). The original of this Ordinance is duly entered in the permanent records of minutes of meetings of the City Council, in my custody as such City Clerk.

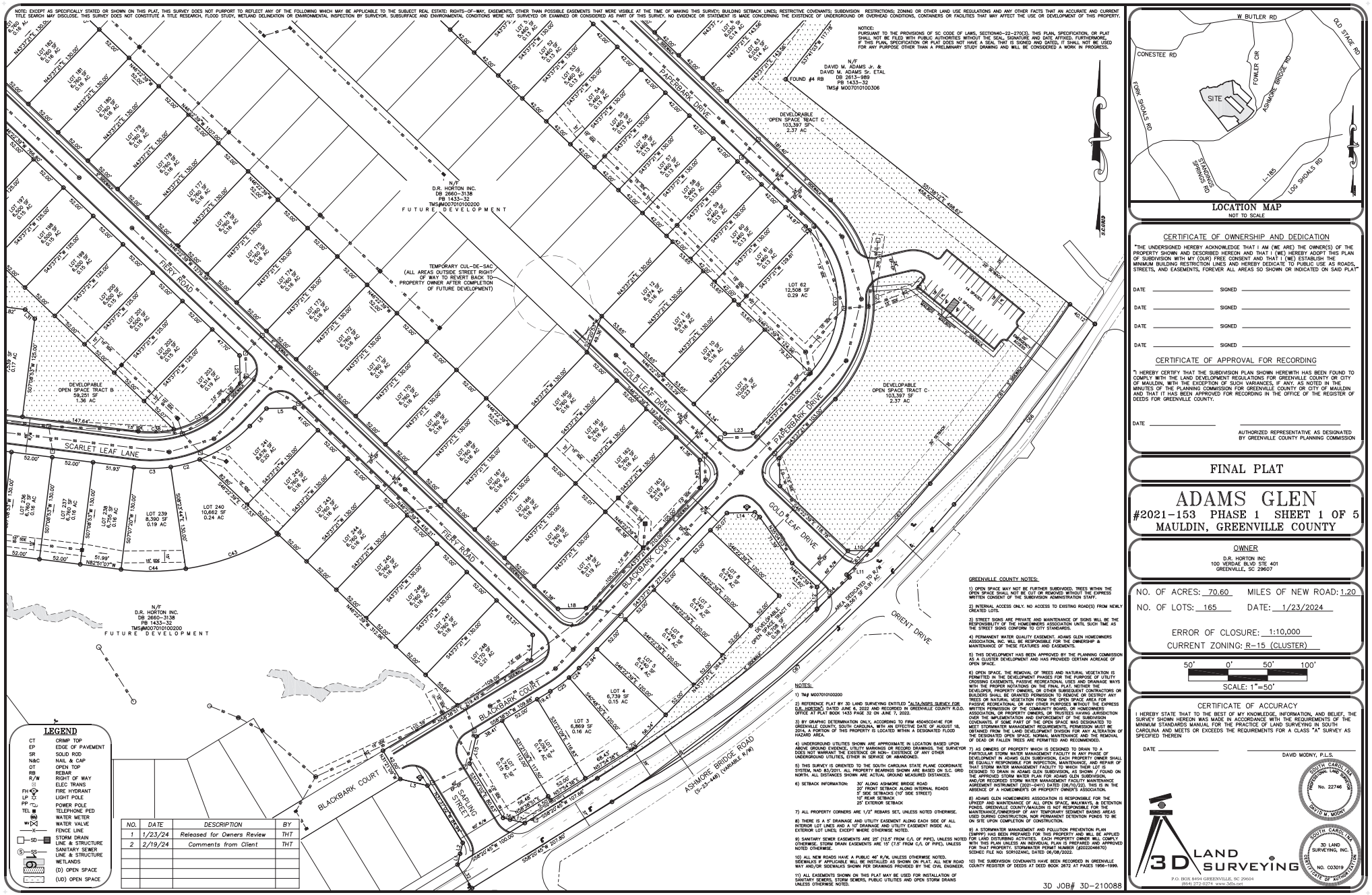
That each of said meetings was duly called, and all members of the City Council were notified of the same; that a quorum of the membership remained throughout the proceedings incident to the enactment of this Ordinance.

IN WITNESS WHEREOF, I have hereunto set my Hand this 15th day of July, 2024.

_____
City Clerk
City of Mauldin, South Carolina

First Reading: June 17, 2024
Second Reading: July 15, 2024

Public Hearing: July 15, 2024



CERTIFICATE OF OWNERSHIP AND DEDICATION

"THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT AND THAT I (WE) ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES AND HEREBY DEDICATE TO PUBLIC USE AS ROADS, STREETS, AND EASEMENTS, FOREVER ALL AREAS SO SHOWN OR INDICATED ON SAID PLAT"

DATE _____ SIGNED _____

DATE _____ SIGNED _____

DATE _____ SIGNED _____

DATE _____ SIGNED _____

CERTIFICATE OF APPROVAL FOR RECORDING

"I HEREBY CERTIFY THAT THE SUBDIVISION PLAN SHOWN HEREWITH HAS BEEN FOUND TO COMPLY WITH THE LAND DEVELOPMENT REGULATIONS FOR GREENVILLE COUNTY OR CITY OF MAULDIN, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS NOTED IN THE MINUTES OF THE PLANNING COMMISSION FOR GREENVILLE COUNTY OR CITY OF MAULDIN AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS FOR GREENVILLE COUNTY.

DATE _____ _____

AUTHORIZED REPRESENTATIVE AS DESIGNATED BY GREENVILLE COUNTY PLANNING COMMISSION

FINAL PLAT

ADAMS GLEN

#2021-153 PHASE 1 SHEET 1 OF 5

MAULDIN, GREENVILLE COUNTY

OWNER

D.R. HORTON INC.
100 VERDAE BLVD STE 401
GREENVILLE, SC 29607

NO. OF ACRES: 70.60 MILES OF NEW ROAD: 1.20

NO. OF LOTS: 165 DATE: 1/23/2024

ERROR OF CLOSURE: 1:10,000

CURRENT ZONING: R-15 (CLUSTER)

50' 0' 50' 100'

SCALE: 1"=50'

CERTIFICATE OF ACCURACY

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN

DATE _____ _____

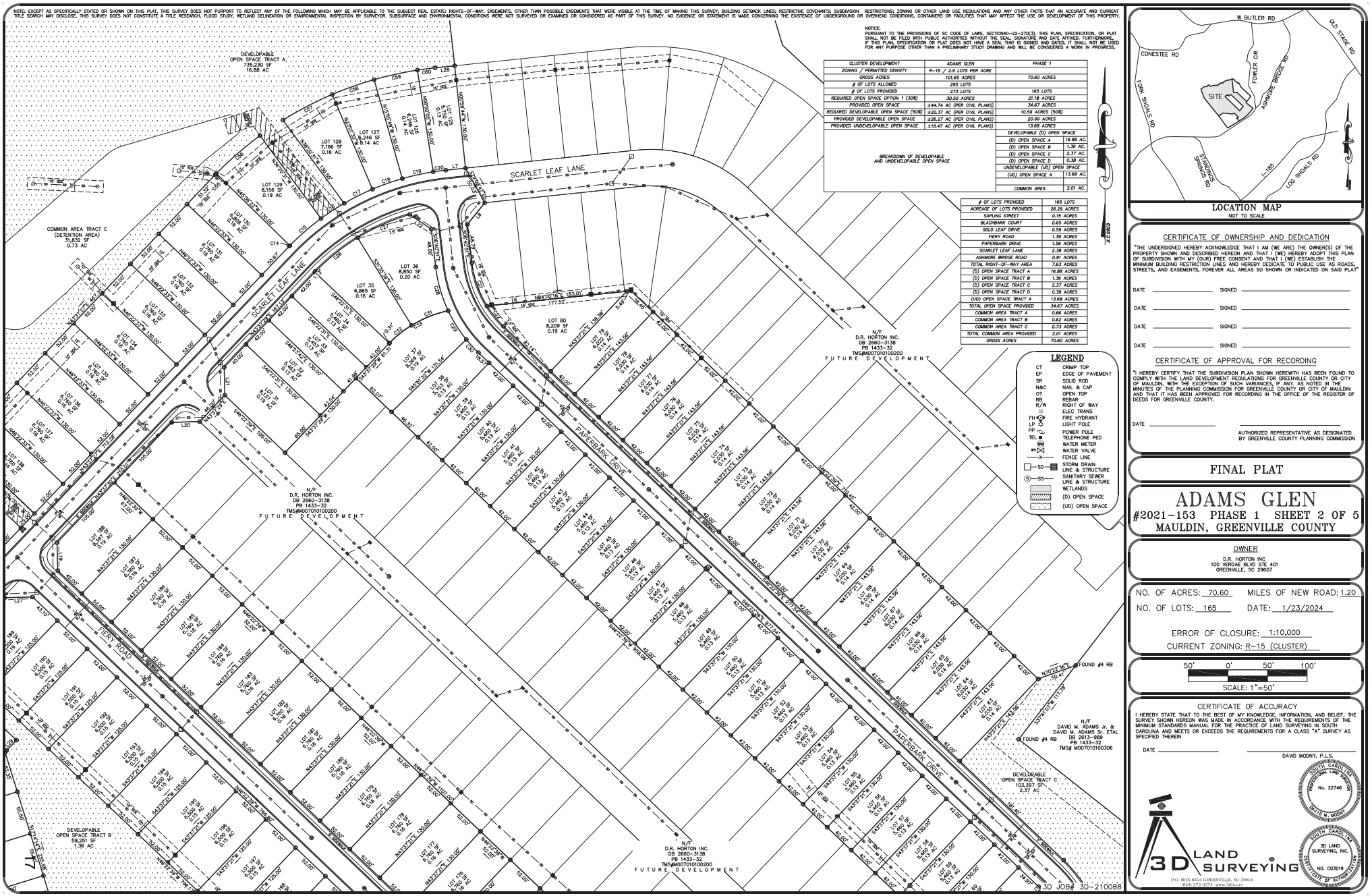
DAVID MOONEY, P.L.S.

SOUTH CAROLINA LAND SURVEYOR PROFESSIONAL LAND SURVEYOR No. 22746 DAVID M. MOONEY

3D LAND SURVEYING

3D LAND SURVEYING, INC.
P.O. BOX 8494 GREENVILLE, SC 29604
(864) 272-0274 www.3dls.net
NO. C03019

SOUTH CAROLINA LICENSED LAND SURVEYING CERTIFICATE OF AUTHORIZATION



LOCATION MAP
NOT TO SCALE

CERTIFICATE OF OWNERSHIP AND DEDICATION

"THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT AND THAT I (WE) ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES AND HEREBY DEDICATE TO PUBLIC USE AS ROADS, STREETS, AND EASEMENTS, FOREVER ALL AREAS SO SHOWN OR INDICATED ON SAID PLAT"

DATE _____ SIGNED _____
DATE _____ SIGNED _____
DATE _____ SIGNED _____
DATE _____ SIGNED _____

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DATE _____ _____
AUTHORIZED REPRESENTATIVE AS DESIGNATED BY GREENVILLE COUNTY PLANNING COMMISSION

FINAL PLAT

ADAMS GLEN

#2021-153 PHASE 1 SHEET 2 OF 5
MAULDIN, GREENVILLE COUNTY

OWNER
D.R. HORTON INC
100 VERDAE BLVD STE 401
GREENVILLE, SC 29607

NO. OF ACRES: 70.60 MILES OF NEW ROAD: 1.20
NO. OF LOTS: 165 DATE: 1/23/2024
ERROR OF CLOSURE: 1:10,000
CURRENT ZONING: R-15 (CLUSTER)

50' 0' 50' 100'
SCALE: 1"=50'

CERTIFICATE OF ACCURACY

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DATE _____ _____
DAVID MODNY, P.L.S.

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No. 22746 DAVID M. MODNY

3D LAND SURVEYING
P.O. BOX 8494 GREENVILLE, SC 29604
(864) 272-0274 www.3dls.net

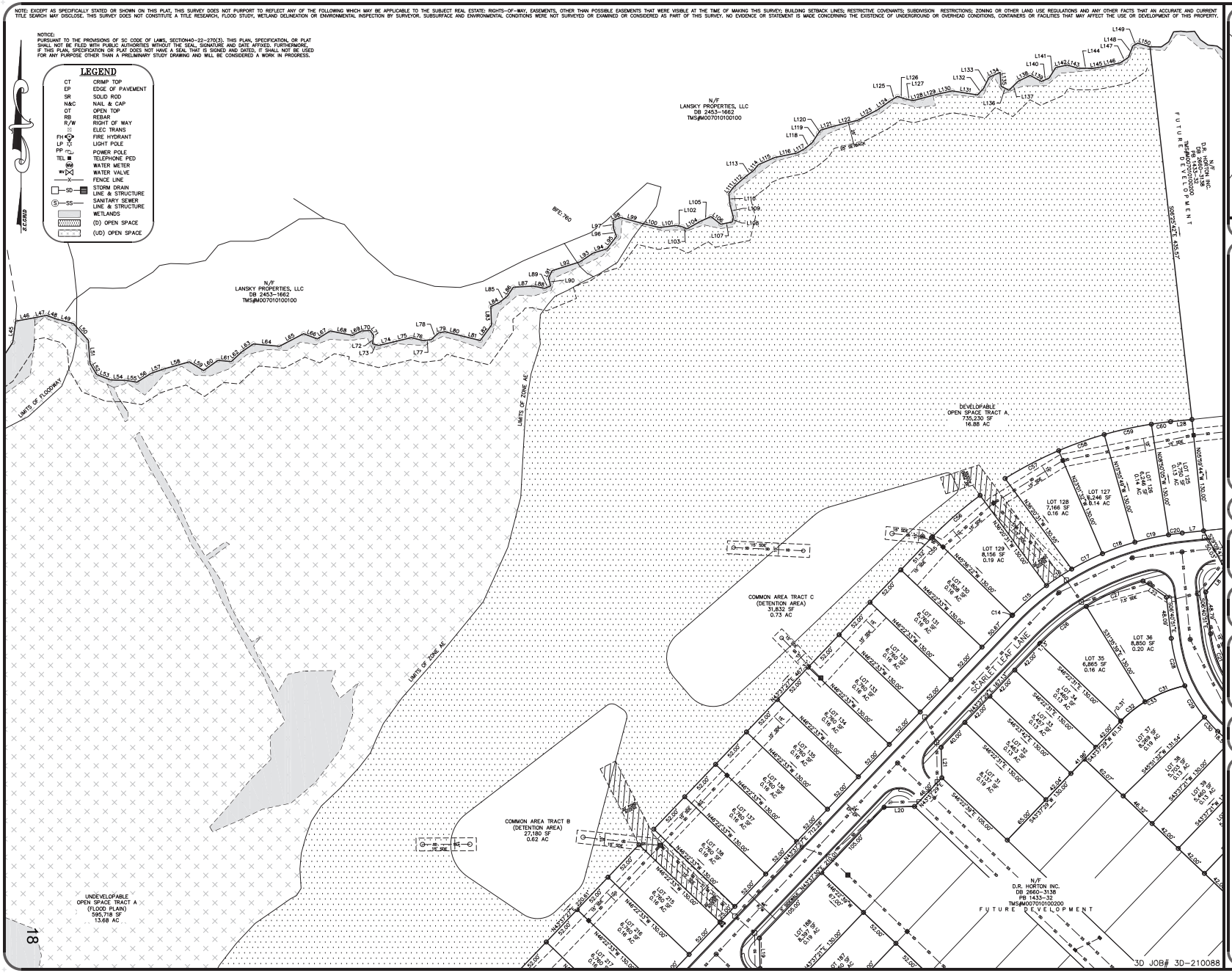
SOUTH CAROLINA 3D LAND SURVEYING, INC. NO. C03019 CERTIFICATE OF AUTHORIZATION

NOTE: EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: RIGHTS-OF-WAY, EASEMENTS, OTHER THAN POSSIBLE EASEMENTS THAT WERE VISIBLE AT THE TIME OF MAKING THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND USE REGULATIONS AND ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THIS SURVEY DOES NOT CONSTITUTE A TITLE RESEARCH, FLOOD STUDY, WETLAND DELINEATION OR ENVIRONMENTAL INSPECTION BY SURVEYOR. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.

NOTICE:
PURSUANT TO THE PROVISIONS OF SC CODE OF LAWS, SECTION40-22-270(3). THIS PLAN, SPECIFICATION, OR PLAT SHALL NOT BE FILED WITH PUBLIC AUTHORITIES WITHOUT THE SEAL, SIGNATURE AND DATE AFFIXED. FURTHERMORE, IF THIS PLAN, SPECIFICATION OR PLAT DOES NOT HAVE A SEAL THAT IS SIGNED AND DATED, IT SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN A PRELIMINARY STUDY DRAWING AND WILL BE CONSIDERED A WORK IN PROGRESS.

LEGEND

CT	CRIMP TOP
EP	EDGE OF PAVEMENT
SR	SOLID ROD
N&C	NAIL & CAP
OT	OPEN TOP
RB	REBAR
R/W	RIGHT OF WAY
ET	ELEC TRANS
FH	FIRE HYDRANT
LP	LIGHT POLE
PP	POWER POLE
TEL	TELEPHONE PED
WM	WATER METER
WV	WATER VALVE
X	FENCE LINE
SD	STORM DRAIN LINE & STRUCTURE
SS	SANITARY SEWER LINE & STRUCTURE
	WETLANDS
	(D) OPEN SPACE
	(UD) OPEN SPACE


N/F
LANSKY PROPERTIES, LLC
DB 2453-1662
TMS#M007010100100
N/F
LANSKY PROPERTIES, LLC
DB 2453-1662
TMS#M007010100100
N/F
D.R. HORTON INC.
DB 2660-3136
PB 1433-32
TMS#M007010100200
FUTURE DEVELOPMENT
S09°24'42"E 435.57'
BFE:760
LIMITS OF FLOODWAY
LIMITS OF ZONE AE
DEVELOPABLE
OPEN SPACE TRACT A
735,230 SF
16.88 AC
COMMON AREA TRACT C
(DETENTION AREA)
31,832 SF
0.73 AC
COMMON AREA TRACT B
(DETENTION AREA)
27,180 SF
0.62 AC
UNDEVELOPABLE
OPEN SPACE TRACT A
(FLOOD PLAIN)
595,718 SF
13.68 AC
SCARLET LEAF LANE
LOT 128
7,166 SF
0.16 AC
LOT 127
6,246 SF
0.14 AC
LOT 129
8,156 SF
0.19 AC
LOT 36
8,850 SF
0.20 AC
LOT 35
6,865 SF
0.16 AC
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S45°22'33"E 130.00'
S45°37'27"W 130.00'
N45°37'27"E 130.00'
N09°59'47"W 130.00'
S09°59'47"E 130.00'
S45°37'27"W 61.18'
N45°37'27"E 61.18'
S45°37'27"W 133.94'
N45°37'27"E 133.94'
S45°37'27"W 131.28'
N45°37'27"E 131.28'
S44°22'33"E 100.00'
N44°22'33"W 100.00'
S44°22'33"E 130.00'
N44°22'33"W 130.00'
S45°37'27"W 100.00'
N45°37'27"E 100.00'
S45°37'27"W 65.00'
N45°37'27"E 65.00'
S45°37'27"W 42.00'
N45°37'27"E 42.00'
S45°37'27"W 46.00'
N45°37'27"E 46.00'
S45°37'27"W 63.00'
N45°37'27"E 63.00'
S45°37'27"W 48.00'
N45°37'27"E 48.00'
S45°37'27"W 41.66'
N45°37'27"E 41.66'
S45°37'27"W 45.00'
N45°37'27"E 45.00'
S45°37'27"W 52.00'
N45°37'27"E 52.00'
S45°37'27"W 50.67'
N45°37'27"E 50.67'
S45°37'27"W 42.00'
N45°37'27"E 42.00'
S45°37'27"W 43.00'
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S45°37'27"W 42.00'
N45°37'27"E 42

NOTE: EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: RIGHTS-OF-WAY, EASEMENTS, OTHER THAN POSSIBLE EASEMENTS THAT WERE VISIBLE AT THE TIME OF MAKING THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND USE REGULATIONS AND ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THIS SURVEY DOES NOT CONSTITUTE A TITLE RESEARCH, FLOOD STUDY, WETLAND DELINEATION OR ENVIRONMENTAL INSPECTION BY SURVEYOR. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.

NOTICE:
PURSUANT TO THE PROVISIONS OF SC CODE OF LAWS, SECTION40-22-270(3), THIS PLAN, SPECIFICATION, OR PLAT SHALL NOT BE FILED WITH PUBLIC AUTHORITIES WITHOUT THE SEAL, SIGNATURE AND DATE AFFIXED. FURTHERMORE, IF THIS PLAN, SPECIFICATION OR PLAT DOES NOT HAVE A SEAL THAT IS SIGNED AND DATED, IT SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN A PRELIMINARY STUDY DRAWING AND WILL BE CONSIDERED A WORK IN PROGRESS.

LINE	BEARING	DISTANCE
L1	N13°21'01"E	14.13'
L2	N13°21'01"E	14.16'
L3	N76°22'05"W	35.44'
L4	N01°49'24"E	32.52'
L5	S88°37'21"W	30.98'
L6	S43°37'21"W	30.98'
L7	N84°00'16"E	25.00'
L8	S36°39'43"W	35.13'
L9	S01°22'39"E	35.36'
L10	N88°48'54"E	28.37'
L11	S46°22'39"E	8.00'
L12	N00°05'45"E	27.58'
L13	N46°22'39"W	8.49'
L14	S88°37'21"W	35.36'
L15	S13°30'55"W	35.27'
L16	S76°37'55"E	9.06'
L17	S76°37'55"E	19.21'
L18	S88°37'21"W	35.36'
L19	N01°49'39"W	35.36'
L20	N88°49'45"E	39.95'
L21	N01°22'39"W	39.95'
L22	S88°37'21"W	33.00'
L23	S88°37'21"W	35.36'
L24	S01°22'39"E	35.36'
L25	N01°22'39"W	35.36'
L26	N43°37'21"E	30.63'
L27	S88°37'21"W	35.36'
L28	N84°00'16"E	25.00'
L29	S43°37'21"W	17.90'
L30	S43°37'21"W	2.93'
L31	S46°22'39"E	16.82'
L32	N31°39'15"W	35.00'
L33	N13°54'18"E	44.07'
L34	S8°52'41"E	33.69'
L35	N66°08'43"E	29.53'
L36	N38°19'44"E	29.59'
L37	N49°41'23"E	45.44'
L38	N57°24'14"E	42.84'
L39	N70°26'43"E	43.00'
L40	N80°06'56"E	43.00'
L41	S76°08'39"E	40.93'
L42	N74°11'02"E	48.67'
L43	N54°22'15"E	46.74'
L44	N33°24'12"E	33.01'
L45	N07°46'45"E	14.88'
L46	N79°49'16"E	23.09'
L47	N78°28'54"E	13.41'
L48	S89°20'22"E	12.27'
L49	S76°41'09"E	10.14'
L50	S41°35'54"E	29.09'
L51	S04°20'04"E	26.12'
L52	S30°41'06"E	15.48'
L53	S68°19'00"E	16.72'
L54	S68°01'01"E	16.53'
L55	S80°56'14"E	12.86'
L56	S67°57'19"E	19.27'
L57	N70°59'58"E	15.28'
L58	N74°23'53"E	31.28'
L59	S08°11'53"E	19.36'
L60	N54°12'28"E	20.49'
L61	S84°28'04"E	15.64'
L62	N46°57'09"E	17.18'
L63	N15°11'11"E	15.76'
L64	S84°53'20"E	30.41'
L65	N5°53'40"E	30.91'
L66	S69°40'16"E	17.05'
L67	N57°56'43"E	17.49'
L68	S78°51'54"E	26.46'
L69	N63°51'23"E	11.49'
L70	N86°26'40"E	10.22'
L71	S34°26'12"E	7.15'
L72	S07°08'07"W	9.71'
L73	S75°37'15"E	7.44'
L74	N76°40'31"E	19.24'
L75	N76°27'37"E	19.55'
L76	S75°57'48"E	14.16'
L77	N83°23'50"E	9.61'
L78	N46°29'09"E	11.42'
L79	N79°49'09"E	7.96'
L80	S75°57'48"E	21.19'
L81	S76°08'45"E	20.99'
L82	N38°09'30"E	29.41'
L83	N02°11'50"W	21.41'
L84	N63°50'45"E	11.38'
L85	N51°04'07"E	11.21'
L86	N34°23'14"E	17.79'
L87	N86°46'29"E	23.36'
L88	S78°29'47"E	13.41'
L89	N67°15'35"E	7.72'
L90	N15°19'13"W	9.53'
L91	N26°06'16"E	9.46'
L92	N72°28'47"E	33.95'
L93	N56°08'51"E	18.10'
L94	N72°48'01"E	17.15'
L95	N37°49'30"E	17.88'
L96	N19°39'08"E	9.75'
L97	N03°43'05"W	9.39'
L98	N68°29'54"E	9.46'
L99	S74°30'40"E	25.53'
L100	N76°31'55"E	10.94'
L101	N82°53'36"E	19.88'
L102	S77°02'15"E	7.02'
L103	S65°19'06"E	5.96'
L104	N60°37'14"E	17.63'
L105	N65°40'28"E	13.79'
L106	S51°09'09"E	14.50'
L107	N76°47'46"E	13.49'
L108	N13°24'04"E	9.72'
L109	N18°03'06"E	9.41'
L110	N06°43'49"W	13.01'
L111	N37°49'54"E	9.16'
L112	N48°25'18"E	18.13'
L113	N52°58'46"E	11.98'
L114	N38°54'54"E	5.63'
L115	N66°16'26"E	20.89'
L116	N78°51'54"E	16.39'
L117	N61°40'43"E	9.79'
L118	N51°05'00"E	11.83'
L119	N32°40'22"E	13.09'
L120	N36°55'48"E	4.45'
L121	N73°01'48"E	15.34'
L122	N76°15'57"E	29.11'
L123	N83°41'47"E	18.19'
L124	S64°44'51"E	18.28'
L125	S52°49'14"E	9.28'
L126	S71°19'49"E	9.28'
L127	S78°08'59"E	9.76'
L128	S71°46'16"E	11.19'
L129	N75°15'40"E	19.36'
L130	N77°49'19"E	16.21'
L131	S80°53'57"E	29.65'
L132	N43°02'42"E	10.10'
L133	N28°37'14"E	14.70'
L134	N66°08'28"E	13.98'
L135	S50°51'16"E	14.63'
L136	S62°24'39"E	10.22'
L137	N45°24'44"E	14.80'
L138	N63°50'29"E	15.64'
L139	S81°45'51"E	14.91'
L140	N68°17'14"E	9.83'
L141	N39°55'37"E	14.67'
L142	N77°57'46"E	17.59'
L143	S72°48'37"E	12.95'
L144	N89°50'12"E	17.57'
L145	N81°05'11"E	8.52'
L146	N77°22'18"E	13.72'
L147	N56°12'06"E	11.09'
L148	N21°41'12"E	14.55'
L149	N60°22'18"E	6.41'
L150	S73°27'49"E	14.81'
L151	S72°45'46"W	35.33'
L152	S21°08'16"E	36.16'
L153	S68°51'44"W	19.55'
L154	S21°08'16"E	60.00'
L155	N68°51'44"E	60.00'
L156	N21°08'16"W	59.60'
L157	N30°12'08"E	16.01'
L158	N21°08'16"W	27.40'
L159	N18°00'29"W	31.15'

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA	TANGENT
C1	173.00'	76.88'	76.25'	N56°21'12"E	25°27'41"	39.08'
C2	173.00'	37.80'	37.73'	N75°20'06"E	12°31'14"	18.98'
C3	173.00'	46.93'	46.79'	N89°22'15"E	15°32'56"	23.61'
C4	178.00'	13.48'	13.47'	S86°40'48"E	4°20'18"	6.74'
C5	178.00'	53.02'	52.82'	S76°54'44"E	17°03'57"	26.71'
C6	178.00'	53.02'	52.82'	S59°50'46"E	17°03'57"	26.71'
C7	178.00'	53.02'	52.82'	S33°50'08"E	17°03'57"	26.71'
C8	178.00'	31.31'	31.27'	S22°18'37"E	10°04'45"	15.70'
C9	178.00'	13.42'	13.42'	S15°04'39"E	4°19'10"	6.71'
C10	178.00'	46.75'	46.61'	S05°23'19"E	15°02'51"	23.51'
C11	178.00'	46.75'	46.61'	S09°39'12"W	15°02'51"	23.51'
C12	178.00'	46.75'	46.61'	S24°42'02"W	15°02'51"	23.51'
C13	178.00'	35.41'	35.35'	S37°55'25"W	11°23'54"	17.76'
C14	323.00'	0.82'	0.82'	S44°18'12"W	0°08'44"	0.41'
C15	323.00'	52.23'	52.17'	S49°01'33"W	9°15'52"	26.17'
C16	323.00'	35.07'	35.05'	S58°46'07"W	6°13'15"	17.55'
C17	323.00'	40.00'	39.97'	S63°25'18"W	7°05'44"	20.03'
C18	323.00'	40.00'	39.97'	S70°31'02"W	7°05'44"	20.03'
C19	323.00'	40.00'	39.97'	S77°36'45"W	7°05'44"	20.03'
C20	323.00'	16.01'	16.00'	S82°25'16"W	2°50'27"	8.00'
C21	132.00'	58.24'	57.76'	S19°19'13"E	25°16'43"	29.60'
C22	132.00'	33.22'	33.13'	S39°10'06"E	14°25'04"	16.70'
C23	178.00'	279.61'	251.74'	N01°22'14"W	90°00'09"	178.01'
C24	178.00'	17.30'	17.29'	N46°24'26"E	5°34'09"	8.66'
C25	178.00'	29.38'	29.34'	N53°58'10"E	9°27'01"	14.72'
C26	277.00'	68.45'	68.27'	S51°19'37"W	14°09'28"	34.40'
C27	277.00'	73.41'	73.20'	S65°53'41"W	14°38'39"	36.41'
C28	178.00'	57.60'	57.35'	S15°57'09"E	18°32'22"	29.05'
C29	178.00'	43.04'	42.94'	S32°08'52"E	13°51'17"	21.63'
C30	178.00'	22.69'	22.67'	S42°43'54"E	7°18'08"	11.36'
C31	147.00'	50.14'	49.89'	S68°10'35"W	19°32'28"	25.31'
C32	147.00'	25.71'	25.67'	S81°56'19"W	10°01'31"	12.90'
C33	147.00'	85.66'	84.65'	S61°12'49"E	33°23'52"	44.20'
C34	147.00'	9.39'	9.39'	N44°10'49"W	3°39'43"	4.70'
C35	132.00'	198.32'	180.18'	N00°17'10"W	86°05'05"	123.27'
C36	139.00'	2.00'	2.00'	N43°11'19"E	0°52'05"	1.00'
C37	127.00'	13.39'	13.37'	N60°10'39"E	6°02'36"	6.70'
C38	127.00'	45.25'	45.01'	N86°56'25"E	20°24'55"	22.87'
C39	132.00'	83.40'	82.02'	S64°40'03"E	36°12'09"	43.15'
C40	132.00'	67.76'	67.02'	S31°58'37"E	29°24'44"	34.64'
C41	132.00'	7.91'	7.91'	S15°31'15"E	3°25'58"	3.96'
C42	132.00'	132.30'	126.83'	S14°54'42"W	57°25'08"	72.31'
C43	303.00'	125.72'	124.82'	N69°43'05"E	23°46'23"	63.78'
C44	303.00'	82.14'	81.89'	N89°22'15"E	15°31'56"	41.32'
C45	308.00'	23.32'	23.32'	S80°40'48"E	4°20'18"	11.67'
C46	308.00'	91.74'	91.40'	S68°58'01"E	17°03'57"	46.21'
C47	308.00'	91.74'	91.40'	S52°54'44"E	17°03'57"	46.21'
C48	308.00'	91.74'	91.40'	S36°50'48"E	17°03'57"	46.21'
C49	308.00'	54.18'	54.11'	S22°18'37"E	10°04'45"	27.16'
C50	308.00'	23.42'	23.41'	S15°04'39"E	4°19'10"	11.72'
C51	308.00'	80.89'	80.66'	S05°23'19"E	15°02'51"	40.68'
C52	308.00'	80.89'	80.66'	S09°39'12"W	15°02'51"	40.68'
C53	308.00'	80.89'	80.66'	S24°42'02"W	15°02'51"	40.68'
C54	308.00'	61.27'	61.17'	S37°55'25"W	11°23'54"	30.74'
C55	453.00'	1.92'	1.92'	S44°01'39"W	0°14'34"	0.96'
C56	453.00'	73.25'	73.17'	S49°01'33"W	9°15'52"	36.70'
C57	453.00'	70.25'	70.18'	S58°31'35"W	8°53'36"	35.19'
C58	453.00'	56.10'	56.06'	S70°31'31"W	7°05'44"	28.09'
C59	453.00'	56.10'	56.06'	S77°37'03"W	7°05'44"	28.09'
C60	453.00'	22.45'	22.45'	S82°35'06"W	2°50'22"	11.23'
C61	2064.78'	287.80'	287.57'	N37°57'07"E	7°59'10"	144.13'
C62	1827.90'	113.17'	113.16'	N41°33'05"E	3°32'44"	56.61'
C63	1817.90'	43.00'	43.00'	N44°29'34"E	1°21'19"	21.50'
C64	1822.90'	37.57'	37.57'	N45°58'47"E	1°10'55"	18.79'
C65	1822.90'	206.57'	206.46'	N52°49'45"E	6°29'50"	103.40'
C66	2104.78'	289.85'	289.42'	N37°59'07"E	7°53'05"	145.05'
C67	1857.90'	575.65'	573.38'	N48°59'37"E	17°45'09"	290.15'
C68	55.00'	90.14'	80.36'	S25°48'45"W	93°54'02"	58.88'

LEGEND

CT	CRIMP TOP
EP	EDGE OF PAVEMENT
SR	SOLID ROD
N&C	NAIL & CAP
OT	OPEN TOP
RB	REBAR
R/W	RIGHT OF WAY
	ELEC TRANS
FH	FIRE HYDRANT
LP	LIGHT POLE
PP	POWER POLE
TEL	TELEPHONE PED
WM	WATER METER
WV	WATER VALVE
	FENCE LINE
SD	STORM DRAIN LINE & STRUCTURE
SS	SANITARY SEWER LINE & STRUCTURE
	WETLANDS
	(D) OPEN SPACE
	(UD) OPEN SPACE

N/F
LANSKY PROPERTIES, LLC
DB 2453-1662
TMS#007010100100

N/F
GEOFFREY R ZUSCHLAG
DB 2360-288
TMS#041500101201

N/F
MICHAEL A & SIOBHAN DELIA
DB 2528-5235
PB 48B-88
TMS#007130102500

N/F
CHRISTOPHER F & SUZANNE L KILIAN
DB 2424-3213
PB 48B-88
TMS#007130102400

N/F
HOKUN & MINA C SEWELL
DB 2430-2761
PB 48B-88
TMS#007130102300

FOUND #4 RB W/CAP

FOUND #4 RB W/CHAS BESS

FOUND #4 RB W/CAP

LIMITS OF FLOODWAY

LIMITS OF ZONE AE

N19°49'16"E 271.11'

N19°50'24"W 289.30'

N49°09'29"W 287.74'

UNDEVELOPABLE OPEN SPACE TRACT A (FLOOD PLAIN) 595,718 SF 13.68 AC

DEVELOPABLE OPEN SPACE TRACT A 735,230 SF 16.88 AC

COMMON AREA TRACT B (DETENTION AREA) 27,180 SF 0.62 AC

LOT 219 7,924 SF 0.18 AC

LOT 220 8,296 SF 0.19 AC

LOT 221 8,296 SF 0.19 AC

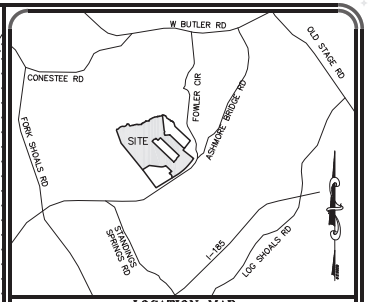
LOT 222 8,296 SF 0.19 AC

LOT 218 8,296 SF 0.19 AC

LOT 217 8,296 SF 0.19 AC

SCALE: 1"=50'

3D JOB# 3D-210088



LOCATION MAP
NOT TO SCALE

CERTIFICATE OF OWNERSHIP AND DEDICATION

"THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT AND THAT I (WE) ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES AND HEREBY DEDICATE TO PUBLIC USE AS ROADS, STREETS, AND EASEMENTS, FOREVER ALL AREAS SO SHOWN OR INDICATED ON SAID PLAT"

DATE _____ SIGNED _____

DATE _____ SIGNED _____

DATE _____ SIGNED _____

DATE _____ SIGNED _____

CERTIFICATE OF APPROVAL FOR RECORDING

"I HEREBY CERTIFY THAT THE SUBDIVISION PLAN SHOWN HEREWITH HAS BEEN FOUND TO COMPLY WITH THE LAND DEVELOPMENT REGULATIONS FOR GREENVILLE COUNTY OR CITY OF MAULDIN, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS NOTED IN THE MINUTES OF THE PLANNING COMMISSION FOR GREENVILLE COUNTY OR CITY OF MAULDIN AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS FOR GREENVILLE COUNTY.

DATE _____ _____

AUTHORIZED REPRESENTATIVE AS DESIGNATED BY GREENVILLE COUNTY PLANNING COMMISSION

FINAL PLAT

ADAMS GLEN

#2021-153 PHASE 1 SHEET 4 OF 5

MAULDIN, GREENVILLE COUNTY

OWNER

D.R. HORTON INC
100 VERDAE BLVD STE 401
GREENVILLE, SC 29607

NO. OF ACRES: 70.60 MILES OF NEW ROAD: 1.20

NO. OF LOTS: 165 DATE: 1/23/2024

ERROR OF CLOSURE: 1:10,000

CURRENT ZONING: R-15 (CLUSTER)

50' 0' 50' 100'

SCALE: 1"=50'

CERTIFICATE OF ACCURACY

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN

DATE _____ _____

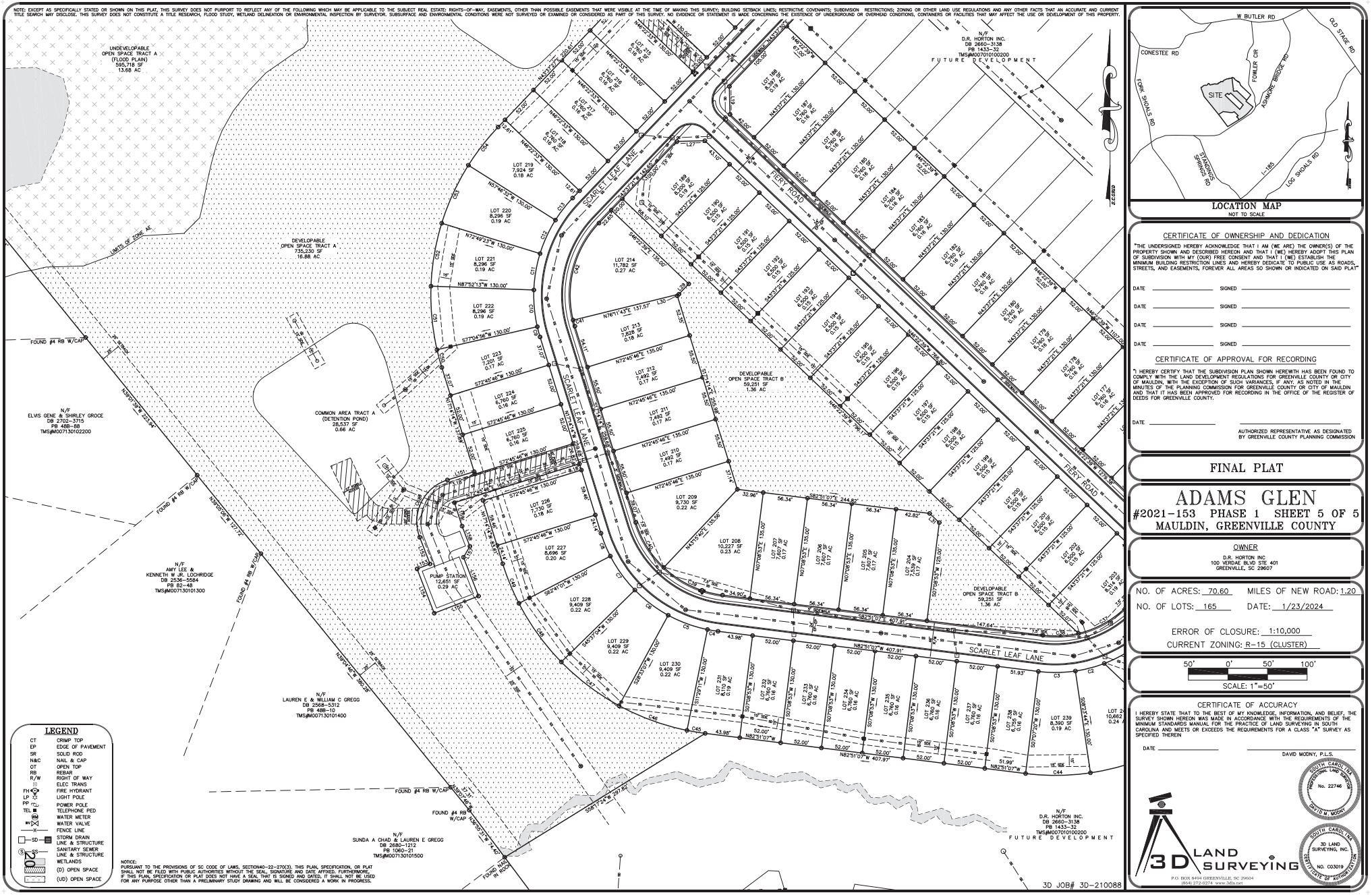
DAVID MOONEY, P.L.S.

SOUTH CAROLINA REGISTERED PROFESSIONAL LAND SURVEYOR No. 22746 DAVID M. MOONEY

3D LAND SURVEYING

P.O. BOX 8494 GREENVILLE, SC 29604
(864) 272-0274 www.3dls.net

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION 3D LAND SURVEYING, INC. NO. C03019



LOCATION MAP
NOT TO SCALE

CERTIFICATE OF OWNERSHIP AND DEDICATION

"THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT AND THAT I (WE) ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES AND HEREBY DEDICATE TO PUBLIC USE AS ROADS, STREETS, AND EASEMENTS, FOREVER ALL AREAS SO SHOWN OR INDICATED ON SAID PLAT"

DATE _____ SIGNED _____

DATE _____ SIGNED _____

DATE _____ SIGNED _____

DATE _____ SIGNED _____

CERTIFICATE OF APPROVAL FOR RECORDING

"I HEREBY CERTIFY THAT THE SUBDIVISION PLAN SHOWN HEREWITH HAS BEEN FOUND TO COMPLY WITH THE LAND DEVELOPMENT REGULATIONS FOR GREENVILLE COUNTY OR CITY OF MAULDIN, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS NOTED IN THE MINUTES OF THE PLANNING COMMISSION FOR GREENVILLE COUNTY OR CITY OF MAULDIN AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS FOR GREENVILLE COUNTY.

DATE _____ _____

AUTHORIZED REPRESENTATIVE AS DESIGNATED BY GREENVILLE COUNTY PLANNING COMMISSION

FINAL PLAT

ADAMS GLEN

#2021-153 PHASE 1 SHEET 5 OF 5

MAULDIN, GREENVILLE COUNTY

OWNER

D.R. HORTON INC
100 VERDAE BLVD STE 401
GREENVILLE, SC 29607

NO. OF ACRES: 70.60 MILES OF NEW ROAD: 1.20

NO. OF LOTS: 165 DATE: 1/23/2024

ERROR OF CLOSURE: 1:10,000

CURRENT ZONING: R-15 (CLUSTER)

50' 0' 50' 100'

SCALE: 1"=50'

CERTIFICATE OF ACCURACY

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN

DATE _____ _____

DAVID MOONY, P.L.S.

SOUTH CAROLINA REGISTERED PROFESSIONAL LAND SURVEYOR No. 22746 DAVID M. MOONY

3D LAND SURVEYING

P.O. BOX 8494 GREENVILLE, SC 29604
(864) 272-0274 www.3dls.net

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION 3D LAND SURVEYING, INC. NO. C03019

CITY COUNCIL
AGENDA ITEM

MEETING DATE: August 19, 2024

AGENDA ITEM: 8a

TO: City Council

FROM: Seth Duncan, City Administrator

SUBJECT: Franchise Agreement with Ripple Fiber

REQUEST

Council is being asked to consider an Ordinance establishing a franchise agreement to authorize a Non-Exclusive Master License Agreement for Fiber Networks to Ripple Fiber.

HISTORY/BACKGROUND

Ripple Fiber recently broke ground in Simpsonville, SC and is a fiber-based telecommunications company. Looking to expand into Mauldin, Ripple Fiber offers up to 1 gig of upload and download internet for $85/ month.

Though Ripple Fiber is only interested, for now, of providing fiber-based services to a single subdivision, the agreement being provided to Council would be a master agreement that allows for future buildout city-wide. Staff has requested additional language be added that requires the company to provide advance notice of its desire to access additional right-of-ways prior to submitting plans to permitting. This language was added to the agreement.

ANALYSIS or STAFF FINDINGS

Ripple Fiber is interested in bringing their high-speed internet to residents in Mauldin. Their first area of interest is the Carriage Run neighborhood off Holland Road. The subdivision does have an HOA and Ripple would need their permission prior to installation as the roads in the neighborhood are all private. Though no public ROW will be accessed, Ripple still needs an agreement approved by City Council in order to operate in the City.

At this time, this is the only location Ripple Fiber is interested in, but could be interested in the City's growth corridors. The company has told staff that their primary business focus is in areas that are not built out with 2 or 3 providers, but rather underserved areas and areas without competition. This area of the City is only served by a single provider (Spectrum).

FINANCIAL IMPACT

The Agreement states that Ripple Fiber will be required to pay a fee of $1,000 annually (maximum allowed to charge by state law).

RECOMMENDATION

Staff recommends Council consider approval of the Ordinance, however, should Ripple desire to rollout their product to other parts of the City, no additional approval by Council will be needed.

ATTACHMENT(S)

- Non-Exclusive Master License Agreement for Fiber Networks – Ripple Fiber

AN ORDINANCE

ESTABLISHING A FRANCHISE AGREEMENT WITH RIPPLE FIBER

WHEREAS, Ripple Fiber, INC, ("Franchisee") seeks to enter into a Non-Exclusive License Agreement for Fiber Networks with the City of Mauldin (the "City") to allow Franchisee to install, operate, use, maintain, repair, replace, upgrade and remove a fiber-based telecommunications network and facilities in the City owned right-of-way; and,

WHEREAS, Franchisee is considered a telecommunications company pursuant to the definition under Section 58-9-2200 of the Code of Laws of South Carolina ("Code"); and,

WHEREAS, Franchisee holds a certificate of public convenience and necessity granted by the Public Service Commission of the State of South Carolina; and,

WHEREAS, the City is required by S.C. Code § 58-9-2230 and Section 153 (2) of Title 47 of the U.S. Code to manage its public rights-of-way on a competitively neutral and nondiscriminatory basis and is entitled to impose a fair and reasonable franchise or consent fee on a telecommunications company, or an administrative fee upon a telecommunications company that is not subject to the franchise or consent fee, for the use of the public streets and public property on a nondiscriminatory basis, to provide telecommunications services unless the telecommunications company has an existing contractual, constitutional, statutory, or other right to contract or operate in the public streets and public property, in amounts not to exceed the amounts specified in said Section 58-9-2230; and,

WHEREAS, the purpose of this franchise is to allow Franchisee the right to install, operate, use, maintain, upgrade, repair, replace and remove telecommunication services as contemplated by the Non-Exclusive License Agreement for Fiber Networks attached hereto as **Exhibit "A;"** and,

WHEREAS, the City of Mauldin desires to enter into the Agreement attached hereto as **Exhibit "A",** the terms of which are incorporated herein as is set forth verbatim; and,

WHEREAS, pursuant to S.C. Code § 5-7-260, the grant, renewal, or extension of a franchise shall be made by Ordinance; and,

WHEREAS, the Mayor and City Council find that it is in the best interests of the City of Mauldin to enter into the Agreement attached hereto as **Exhibit "A"**.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Mauldin, that the Mayor is hereby authorized, empowered and directed to execute acknowledge and deliver the Franchise Agreement attached hereto as **Exhibit "A".**

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

SIGNATURE OF MAYOR:

_____
Terry Merritt

ATTEST:

_____
Cindy Miller
City Clerk

APPROVED AS TO FORM:

_____
Daniel Hughes
City Attorney

FIRST READING: _____, 2024
SECOND READING: _____, 2024

NON-EXCLUSIVE MASTER LICENSE AND FRANCHISE AGREEMENT FOR FIBER NETWORKS

THIS MASTER RIGHT-OF-WAY USE AND FRANCHISE AGREEMENT ("Use Agreement") is dated as of the ____ day of _____, 202__ (the "Effective Date"), and entered into by and between Mauldin, a municipal corporation of South Carolina with an address of 5 E. Butler Road, Mauldin, SC 29662 (the "City"), and Ripple Fiber Inc., a South Carolina corporation (the "Company").

RECITALS

A. The City is the owner of a property interest ("Property") for public right-of-way ("R.O.W."), and desires to protect and preserve the R.O.W. The City further maintains police power authority to regulate access to and use of the R.O.W. in a manner that protects the public health, safety and welfare, consistent with Applicable Law.

B. Company owns, maintains, operates and controls, in accordance with regulations promulgated by the Federal Communications Commission ("F.C.C."), a fiber-based telecommunications Network or Networks serving the Company's customers.

C. For purpose of operating the Network, the Company desires the City's permission to locate, place, attach, install, operate, control, maintain, and repair Equipment in the Public Right-of-Way in the locations detailed in Supplemental Sites Licenses as shown on Exhibit B.

D. The City desires to grant to Company a non-exclusive license ("License") and Franchise for the above-stated purpose, upon the terms and conditions contained below, and in accordance with Applicable Law.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

I. DEFINITIONS.

The following definitions shall apply generally to the provisions of this Use Agreement.

"Applicable Law" means all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the City or other governmental agency having joint or several jurisdiction over the parties to this Agreement.

"Claims" means (1) losses, liabilities, and expenses of any sort, including attorneys' fees; (2) fines and penalties; (3) environmental costs, including, but not limited to, investigation, removal, remedial, and restoration costs, and consultant and other fees and expenses; and (4) any and all other costs or expenses.

"Equipment" means electronics equipment, transmission equipment, shelters, coaxial cables, mounts, generators, containment structures, hangers, pull boxes, conduit, pedestals, brackets, fiber optic cable and other accessories and component equipment.

"Hazardous Substance" means any substance, chemical or waste that is identified as hazardous or toxic in any applicable federal, state or local law or regulation, including but not limited to petroleum products and asbestos.

"Installation Date" shall mean the date that the first Equipment is installed by the Company pursuant to this Use Agreement.

"Network" or collectively "Networks" means one or more of the neutral-host, communication or telecommunication systems operated by the Company to serve its customers in the City.

"Public Right-of-Way" or "Right of Way" means the space in, upon, above, along, across, and below the public streets, roads, highways, lanes, courts, ways, alleys, boulevards, sidewalks and bicycle lanes, including all public rights-of-way, utility easements and public service easements as the same now or may hereafter exist, that are under the jurisdiction of the City. This term shall not include City parkland, open space, trails, state or federal rights of way, or any property owned by any person or entity other than the City, except as provided by Applicable Laws or pursuant to an agreement between the City and any such person or entity.

"Services" means the telecommunications services provided through the Network by the Company to its customers. Services also includes the lease of a Network, or any portion thereof, to another person or entity, or the provision of capacity or bandwidth on the Network to another person or entity, provided that Company at all times retains exclusive control over the Network and remains responsible for locating, servicing, repairing, relocating or removing its Network pursuant to the terms of this Agreement. From time-to-time, the Company may enter into sales contracts with its customers to sell them additional services unrelated to its use of Equipment in the Public Right-of Way, for example: engineering design, network consulting, or for the sale of hardware. Revenues from these additional engineering services and hardware are not considered to be "Services" for purposes of this Agreement.

"City" means the City of Mauldin, a South Carolina statutory municipality.

II. TERM

This Use Agreement shall be effective as of the Effective Date and shall extend for a term of fifteen (15) years commencing on the Installation Date ("Initial Term"), unless it is earlier terminated by either party in accordance with the provisions herein. Provided, however, that if the Company's Network is not operational and providing Services to customers within the City within two (2) years of the effective date of this Use Agreement, this Use Agreement may be terminated by the City, in its sole discretion, upon thirty (30) days written notice. At the expiration of the Initial Term, and each subsequent Renewal Term, the term shall automatically renew for an additional ten (10) years (the "Renewal Term"), unless Company, with regard to its operation and provision of Service within the City, has been found on the record to have substantially failed to comply with either this Agreement, Federal law, the laws of the State of South Carolina, or the City's municipal ordinances.

III. SCOPE OF AGREEMENT

A. All rights expressly granted to the Company under this Agreement, which shall be exercised at the Company's sole cost and expense, shall be subject to the City's lawful exercise of its police powers and the prior and continuing right of the City under applicable Laws to use any and all parts of the Public Right-of-Way exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, leases, licenses, permits, franchises, encumbrances, and claims of title of record which may affect the

Public Right-of-Way. Nothing in this Agreement shall be deemed to grant, convey, create, or vest in the Company a real property interest in land, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted under this Agreement shall be subject to the reasonable prior review and approval of the City and shall conform with applicable laws and regulations. ~~Nothing in this Agreement shall be deemed to grant a franchise, nor permit the City to collect a franchise fee.~~ This Agreement does ~~not~~ grant a franchise and right ~~or other right~~ to utilize the Public Right-of-Way to construct a cable system, provide cable or other video programming services, construct a wireless communications facility, or provide wireless communications services~~, but does serve as a franchise agreement~~ pursuant to Title V, Chater 7, Section 30 of the South Carolina Code and Title LVIII, Chapter 9, Section 2230 of the South Carolina Code, whereby the City has the authority to grant franchises and other authorizations for the use and occupancy of the streets and public rights-of-way.

B. *Applicability of City Site Planning Process*. Nothing in this Agreement shall waive or modify the Company's obligation to comply with the City's regular site plan process, in the placement of the Company's Equipment. Company will submit to the City additional site and route plans at least 30 days prior to permit submission for informational purposes only. Company understands that such submission may be made publicly available.

C. *No Interference*. The Company in the performance and exercise of its rights and obligations under this Agreement shall not interfere in any manner with the current or future existence and operation of any and all public and private rights of way (except in the case where the Company's rights are prior or superior to such private right of way), sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, cable television, and other communications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Agreement.

D. *Compliance with Laws*. The Company shall comply with all Applicable Laws in the exercise and performance of its rights and obligations under this Agreement.

E. *Utility Notification Center*. Prior to undertaking any work pursuant to this Agreement, the Company shall take all actions necessary to become a member of SC811, and comply with and adhere to local procedures, customs and practices relating to the one call locator service program established in s, as such may be amended from time to time.

F. *Solicitation*. Where allowed by local law and ordinance, representatives of the Company shall not be hindered by the City in conducting door-to-door solicitation of City residents for purposes of selling the Company's Services.

IV. CONSTRUCTION

A. The Company intends to install its Network and Equipment at the locations set forth on the plan and profile approved by the City and submitted as a request for supplemental site license. The Company shall be required to obtain a supplemental site license for each Equipment location by submitting all information required by Exhibit A prior to beginning construction. The City will authorize the Company to commence construction with the grant of a supplemental site license and

the provision of all necessary permits. Approved supplemental site licenses will be attached to this document as part of Exhibit B. The Company shall comply with all applicable federal, State, and City technical specifications and requirements and all applicable State and local codes related to the construction, installation, operation, maintenance, and control of the Company's Equipment installed in the Public Rights-of-Way. Notwithstanding the foregoing provisions of this paragraph, and subject to the provisions of Applicable Law and ordinance, the Company shall be able to install its Network and Equipment during daylight hours, seven days a week.

B. *Obtaining Required Permits*. If the attachment, installation, operation, maintenance, or location of the Equipment in the Public Right-of-Way shall require any permits, the Company shall, if required under Applicable Law, apply for the appropriate permits and pay any standard and customary permit fees. The City shall respond to the Company's requests for permits in the ordinary course of its business and nevertheless sooner than thirty (30) days following each such request, and shall otherwise cooperate with the Company in facilitating the deployment of the network in the Public Right-of-Way in a reasonable and timely manner. As a condition of obtaining any permit that involves digging or other excavation in the Public Right-of-Way, the Company shall physically identify the horizontal and vertical locations of any other existing underground utility or other facilities in the Public Right-of-Way in the proximity of the proposed work area and illustrate such locations on plan and profile drawings also illustrating the proposed Equipment in accordance with Exhibit A. Such drawings shall be provided to the City with each request for a supplemental site license. For each supplemental site license, the Company shall submit construction drawings prepared by an engineer licensed in the state of South Carolina for review no less than thirty (30) days prior to beginning construction. Construction shall not begin until written confirmation of grant of a supplemental site license by the City and the acquisition of all necessary permits.

C. *Blasting*. The Company shall not do or permit to be done any blasting above, underneath, or near its site without first having received written permission from the City. Any blasting shall be done in the presence of a representative of the City and in accordance with directions such representative may give for the protection or safety of facilities in the area.

D. *Location of Licensed Facilities*. All Licensed Facilities shall be placed a minimum of: (i) ten (10) feet, measured horizontally, from existing and known planned storm sewer, sanitary sewer, and potable and non-potable water lines; and eighteen (18) inches, measured vertically, above or below, existing and known planned storm sewer, sanitary sewer, and potable and non-potable water lines and wherever possible at perpendicular crossings.

Whenever all existing electric utilities, cable facilities or telecommunications facilities are located underground within a particular segment of a street or public right-of-way of the City, GRANTEE shall also install its telecommunications facilities underground.

E. *Microtrenching*. Where feasible, the Company shall be permitted to use microtrenching in the Public Right-of-Way to install its Equipment.

Company shall not open, disturb or obstruct, at any time, any more of the public streets or public rights-of-way than is reasonably necessary to enable it to proceed in laying or repairing its telecommunications system. Company shall not permit any public street or public right-of-way so opened, disturbed, or obstructed by it to remain open, disturbed, or obstructed for a longer period of

time than shall be reasonably necessary. In all cases where any public street or public right-of-way is excavated, disturbed, or obstructed by Company, Company shall take all precautions necessary or proper for the protection of the public and shall maintain adequate warning signs, barricades, signals, and other devices necessary or proper to adequately give notice, protection, and warning to, the public of the existence of all actual conditions present.

V. RELOCATION AND REMOVAL OF EQUIPMENT

A. *Relocation and Displacement of Equipment*. The Company understands and acknowledges that City may require the Company to relocate one or more of its Equipment installations. The Company shall at City's direction relocate such Equipment at the Company's sole cost and expense not later than one hundred and twenty (120) days after receiving written notice that the City reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a public facility or Public Right-of-Way; (b) because the Equipment is interfering with or adversely affecting proper operation of street lights, traffic signals, governmental communications networks or other City property; or (c) to protect or preserve the public health or safety. In any such case, City shall use its best efforts (but shall not be required to incur financial costs) to afford the Company a reasonably equivalent alternate location. If the Company shall fail to relocate any Equipment as requested by the City within one hundred and twenty (120) days after the above-referenced notice in accordance with this subsection, City shall be entitled to relocate the Equipment at the Company's sole cost and expense, without further notice to the Company. To the extent the City has actual knowledge thereof, the City will attempt promptly to inform the Company of the displacement or removal of any pole on which any Equipment is located.

B. *Abandonment*. If Company abandons the use of Equipment for a period of six (6) or more consecutive months, the Equipment shall be removed at the expense of Company. In the event Company is unable or refuses to remove such Equipment when requested by the City, the City may authorize removal and Company shall be responsible for all costs incurred for such removal.

C. *Damage and Restoration*. Unless otherwise provided by City rules, regulations, and ordinances, whenever the removal or relocation of Equipment is required or permitted under this Agreement, and such removal or relocation causes the Public Right-of-Way to be damaged, or whenever Company, in connection with any of its operations, causes damage to the R.O.W. or any other City property the Company, at its sole cost and expense, and within thirty (30) days after such damage occurs, repair the damage and return the Public Right-of-Way in which the Equipment is located to a safe and satisfactory condition in accordance with Applicable Law. If the damage is determined by the City to be impacting the public health and safety, the City may perform or cause to be performed such reasonable and necessary repairs on behalf of the Company and to charge the Company for the proposed costs to be incurred or the actual costs incurred by the City at City's standard rates. If the Company does not repair the damage as described herein, then the City shall have the option, upon fifteen (15) days' prior written notice to the Company, to perform or cause to be performed such reasonable and necessary work on behalf of the Company and to charge the Company for the proposed costs to be incurred or the actual costs incurred by the City at City's standard rates. Upon the receipt of a demand for payment by the City, the Company shall promptly reimburse the City for such costs. In the case of fire, disaster or other emergency impacting the

public health and safety as solely determined by the City, the City may remove or disconnect the Company's Equipment located in the Public Right-of-Way or on any other property of the City. To the extent feasible as a result of any emergency, the City shall provide reasonable notice to the Company prior to taking such action and, if the situation safely permits, shall provide the Company with the opportunity to perform such action within twenty-four (24) hours unless, in the City's reasonable discretion, the imminent threat to public health safety or welfare makes such notice impractical.

VI. OTHER UTILITIES

A. The Company agrees and understands that if the City has permitted or allowed natural gas gathering, storage, transmission, distribution, or related facilities at a site, the Company has been fully advised by the City that such natural gas facilities may now transport and may continue to transport natural gas at significant pressures. The Company shall advise all of its employees, agents, contractors, and other persons who enter upon the site of the existence and nature of such natural gas facilities and the potential danger and risk involved.

B. The Company agrees and understands that any natural gas facilities, if located at a site, may be subject to cathodic protection by rectifier and related anode beds, and that the City shall not be liable for stray current or interfering signals induced in the licensed facility as a result of the operating of the cathodic protection system.

C. The Company agrees and understands that if the City has permitted and allowed to be constructed electric transmission, distribution, or related facilities at a site, the Company has been fully advised by the City that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. The Company shall advise all of its employees, agents, contractors, and other persons who enter upon the site of the existence and nature of such electric facilities and the potential danger and risk involved.

VII. HAZARDOUS SUBSTANCES

A. The Company agrees that the Company, its contractors, subcontractors and agents, will not use, generate, store, produce, transport or dispose any Hazardous Substance on, under, about or within the area of a site or the R.O.W. in which it is located in violation of any Applicable Laws. Except to the extent of the negligence or intentional misconduct of the City, the Company will pay, indemnify, defend and hold the City harmless against and to the extent of any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by the Company pursuant to this Agreement. The Company will ensure that any on-site or off-site storage, treatment, transportation, disposal or other handling of any Hazardous Substance will be performed by persons who are properly trained, authorized, licensed and otherwise permitted to perform those services. The Parties recognize that the Company is only using a small portion of the R.O.W. and that the Company shall not be responsible for any environmental condition or issue except to the extent resulting from the Company's, its agents' or contractors' specific activities and responsibilities under this Agreement.

VIII. INDEMNIFICATION AND WAIVER

A. The Company shall indemnify, defend, protect, and hold harmless the City, its elected officials, officers, employees, agents, and contractors from and against any and all Claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") directly or proximately resulting from the Company's activities undertaken pursuant to this Agreement .

B. *Waiver of Claims*. The Company waives any and all Claims, demands, causes of action, and rights it may assert against the City on account of any loss, damage, or injury to any Equipment or any loss or degradation of the Services as a result of any event or occurrence which is beyond the reasonable control of the City.

C. *Limitation of City's Liability*. To the extent permitted by law, the City shall be liable only for the cost of repair to damaged Equipment arising from the gross negligence or willful misconduct of City, its employees, agents, or contractors and shall in no event be liable for indirect or consequential damages. The City does not waive any of the protections, immunities or limitations afforded it by the South Carolina Tort Claims Act (Code 1976 §§ 15-78-10 et. seq,) as same may be amended from time to time.

D. *Limitation of Company's Liability*. In no event shall the Company be liable to the City for indirect or consequential damages.

E. *Notice*. The City shall give the Company timely written notice of the making of any Claim or of the commencement of any action, suit or other proceeding in connection with any Claim. In the event such Claim arises, the City shall tender the defense thereof to the Company and the Company shall consult and cooperate with the City Attorney's Office while conducting its defense. The City and any indemnified party shall cooperate fully therein with the Company's legal representative and shall be consulted on any settlements of Claims prior to the execution of any settlement agreements.

F. *Separate Representation*. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the indemnified party and the counsel selected by the Company to represent the City, the Company shall pay for all reasonable expenses incurred by the City as a result of such separate representation; provided, however, in the event separate representation becomes necessary, the City shall select its own counsel and any other experts or consultants, subject to the Company's prior approval, which shall not be unreasonably withheld. The City's expenses hereunder shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the City Attorney or his/her assistants or any employees of the City or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by the Company.

IX. INSURANCE.

A. *Required Coverages*. The Company shall, and shall require its subcontractors to maintain substantially the same coverage with substantially the same limits as required of Company, obtain and maintain at its own cost and expense at all times during the term of this Agreement (a) Commercial General Liability insurance protecting the Company in an amount of Five Million Dollars

($5,000,000) per occurrence (combined single limit), for bodily injury and property damage, and Five Million Dollars ($5,000,000) general aggregate including personal and advertising injury liability and products-completed operations; (b) Commercial Automobile Liability covering all owned, hired, and non-owned autos in an amount of One Million Dollars ($1,000,000) combined single limit each accident for bodily injury and property damage; (c) Statutory workers' compensation and employer's liability insurance in an amount of One Million Dollars ($1,000,000) each accident/disease/policy limit. All required insurance policies shall include the City, its council members, officers, and employees as additional insureds as their interest may appear under this Agreement for any covered liability arising out of the Company's performance of work under this Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Upon receipt of notice from its insurer(s) the Company shall use commercially reasonable efforts to provide the City with thirty (30) days' advance written notice of cancellation. Notwithstanding the foregoing, upon sixty (60) days' prior notice to and review by the Company, the City may increase the aforementioned limits of insurance at any time in its reasonable discretion.

B. *Filing of Certificates and Endorsements*. Prior to the commencement of any work pursuant to this Agreement, the Company shall file with the City the required original certificate(s) of insurance with blanket additional insured endorsements, which shall state the following:

1. The policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;
2. That the Company's insurance policies are primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and
3. That the Company's insurance policies waive any right of recovery the insurance company may have against the City.

The certificate(s) of insurance shall be mailed to the City at the address specified in Article X below, and shall be updated annually within thirty (30) days of the anniversary of the Effective Date of this Agreement.

C. *Insurer Criteria*. Any insurance provider of the Company shall be admitted and authorized to do business in the State of South Carolina and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a Financial Size Category of "VII". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable.

D. *Severability of Interest*. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

X. NOTICES.

A. All notices which shall or may be given pursuant to this Agreement shall be in writing and delivered (a) through the United States mail, by first class mail, postage prepaid; or (b) by facsimile

or email transmission, if a hard copy of the same is followed by delivery through the U. S. mail or by overnight delivery service as just described, addressed as follows:

If to the City:

Attn: City Administrator
City of Mauldin
5 E. Butler Road
Mauldin, SC 29662

and

If to Company:

Ripple Fiber Inc.
Lance van der Spuy, President
6000 Fairway Rd., Suite 300
Charlotte, NC 28210

B. *Date of Notices; Changing Notice Address*. Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the United States mail, or the next business day in the case of facsimile, email, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

C. *Emergency Contact*. The Company shall be available to the employees of any City department having jurisdiction over the Company's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The 24-hour emergency contact of the Company can be reached at: _____.

The Company shall provide to the City a new 24-hour telephone number pursuant to this Article X prior to changing telephone numbers.

XI. FEES.

A. In consideration of the grant of authority to utilize the streets and public places of the City for the provision of Telecommunications Service, and in accordance with Applicable Law and ordinances, Company shall pay such franchise fees, business license taxes, and administrative fees as are presently permitted by Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, and as may be enacted and imposed by the City. Company shall also pay all such ad valorem taxes, service fees, sales taxes, or other taxes and fees as may now or hereafter be lawfully imposed on other businesses within the City. Provided, however, that in the event that Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted

in 1999, or other laws governing franchise fees, business license taxes and/or other fees with respect to Telecommunications Service shall be substantially modified by subsequent legislation or court decision, the provisions herein contained shall be brought into conformity with the changes in the Applicable Law by appropriate amendment to this ordinance. If the limitations on the amount of franchise fees, administrative fees, and business license taxes on Telecommunications Service providers presently contained in said statute shall be removed or modified, the City will be free, by amendment to this ordinance, to impose such fair, reasonable, competitively neutral, and non-discriminatory fees and taxes as may then be permitted by that statute or by such Applicable Law as may then govern; Company will be free to challenge any fee structure not in compliance with Applicable Law.

B. For the use of the Right of Way, as defined by S.C. Code Section 58-9-2230, to provide Telecommunications Service, Company shall pay to the City a franchise fee in the amount of $1,000.00 per annum which fee is in lieu of any permit fee, encroachment fee, degradation fee, or other fee assessed on a Telecommunications Service provider for use of the Right of Way to the extent required by S.C. Code Section 58-9-2230. The initial franchise fee shall be paid to City on or before the effective date, and thereafter on January 2 of each calendar year this Agreement remains in effect.

C. Interest will be charged on any late payment at the maximum rate permitted under state law, or if there is no such rate, the interest will be 1.5% per month a payment is late.

XII TERMINATION.

This Agreement may be terminated by either party upon forty five (45) days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within forty-five (45) days of receipt of written notice of default (or, if such default is not curable within forty-five (45) days, if the defaulting party fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion), provided that the grace period for any monetary default shall be ten (10) business days from receipt of notice. Except as expressly provided herein, the rights granted under this Agreement are irrevocable during the term.

XIII. ASSIGNMENT/TRANSFER OF OWNERSHIP OR CONTROL.

A. The Company shall not sell, transfer, lease, assign, sublet or dispose of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, contract, consolidation or otherwise, this Agreement or any of the rights or privileges therein granted, without the prior consent of the City, except that such consent shall not be required for sales, transfers, leases, assignments, subleases or disposals to any parent, subsidiary, affiliate or any person, firm or corporation that shall control, or be under common control, with the Company. The consent required by the City shall not be unreasonably withheld or delayed, but may be conditioned upon the performance of those requirements necessary to ensure compliance with the specific obligations of this Agreement imposed upon the Company by City. The Company shall provide no less than thirty (30) days written notice to the City of the details of any transaction described herein that requires City consent. Notwithstanding anything to the contrary in this Section, no City consent is required for transfers to non-affiliates that are currently operating in the City and are in full compliance of all obligations to the City. The Company shall provide no less than thirty (30) days written notice to the City of a

transaction covered in this Section to a non-affiliate that it believes is compliant with its obligations to the City.

B. The requirements of this Article shall not, except as set forth below, apply to any surviving successor entity or newly created successor entity in the event of a merger, reorganization or consolidation involving the Company.

C. If the successor entity meets any of these criteria, the City's consent must be obtained to the transfer of this Agreement or any of the rights provided hereunder. The consent required shall not be unreasonably withheld or delayed, but may be conditioned upon the performance of those requirements necessary to ensure compliance with the specific obligations of this Agreement imposed upon the Company by the City.

D. The consent or approval of the City to transfer by the Company does not constitute a waiver or release of the rights of the City in or to its Public Right-of-Way or easements and any transfer shall by its own terms be expressly subject to the terms and conditions of this Agreement.

E. Any sale, transfer or assignment of this Agreement will bind the successor in interest to the terms of this Agreement.

F. Notwithstanding anything contained in this Agreement, the Company may pledge the assets of the Network and Equipment for the purpose of financing provided that such pledge of assets shall not impair the Company or mitigate the Company's responsibility and capability to meet all its obligations under the provisions of this Agreement.

XIV. MISCELLANEOUS PROVISIONS.

The provisions that follow shall apply generally to the obligations of the parties under this Agreement.

A. A copy of the applicable supplemental site license shall be on the Property and available during construction of any licensed facility.

B. *Non-exclusive Use*. The Company understands that this Agreement does not provide the Company with exclusive use of the Public Right-of-Way and that City shall have the right to permit other providers of communications services to install equipment or devices in the Public Right-of-Way. Nevertheless, during the term of this Agreement, the City agrees to not enter into a similar agreement with any competitor of the Company on terms more favorable than those granted to the Company.

C. *Waiver of Breach*. The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

D. *Severability of Provisions*. If any one or more of the provisions of this Agreement shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement. Each party hereby declares that it would have entered into this Agreement and each provision hereof

regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.

E. *Federal and State Authorizations*. The Company has obtained all government licenses, permits and authorizations by the Federal Communications Commission which are required in order to provide the Services.

F. *Governing Law; Jurisdiction*. This Agreement shall be governed and construed by and in accordance with the laws of the State of South Carolina, without reference to its conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of South Carolina, County of Greenville, or only to the extent that provisions of federal law apply to the dispute, in the United States District Court for the District of South Carolina.

G. *Attorneys' Fees*. Should any dispute arising out of this Agreement lead to litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees.

H. *Consent Criteria*. In any case, where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.

I. *Representations and Warranties*. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.

J. *Amendment of Agreement*. This Agreement may not be amended except pursuant to a written instrument signed by both parties.

K. *Force Majeure*. With respect to any provisions of this Agreement, the violation or non-compliance of any term of this Agreement which could result in the imposition of a financial penalty, damages, forfeiture or other sanction upon a party, such violation or non-compliance shall be excused where such violation or non-compliance is the result of acts of God, war, civil disturbance, pandemic, strike or other labor unrest, or other events, the occurrence of which was not reasonably foreseeable by such party and is beyond such party's reasonable control.

L. *Entire Agreement*. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. Any prior oral or written agreements or licenses between the parties concerning use of the Public Right-of-Way is superseded by this Agreement.

[Signatures on Following Page]

In witness whereof, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

CITY OF Mauldin, South Carolina

_____

Terry Merritt, Mayor

ATTEST:

_____

APPROVED AS TO FORM:

_____

City Attorney

COMPANY

By: _____

EXHIBIT A

COMPANY SHALL PROVIDE THE FOLLOWING AS IS APPLICABLE TO BE CONSIDERED BY THE CITY IN WHETHER TO GRANT THE SUPPLEMENTAL SITE LICENSE:

1. Plan and profile drawings, engineering design, and specifications for installation of the Facility, including the equipment shelters, cables, conduit, pull boxes, pedestals, fiber runs, point of demarcation, electrical distribution panel, electric meter, electrical conduit and cabling, and all other associated equipment. Where applicable, the design documents shall include specifications on design and A.D.A. compliance.

a. The plot plan shall show existing sidewalk size, existing utilities, existing trees, traffic control signs and equipment, and other existing improvements.

2. The number, size, type, and proximity to the facilities of all communications conduit(s) and cables to be installed.

3. Description of the utility services required to support the facilities to be installed.

4. A typewritten legal description with (1) the Section, Township and Range, and County being affected, and if it is part of a subdivision, it shall be stated also; (2) the Point of Beginning to an established land corner or to a subdivision plat that is tied to an established land corner, with curves showing radius, delta, arc length and angle to radius point if curve is non-tangent, and area to be included in square feet; and (3) the legal description SIGNED and SEALED by a surveyor registered in the State of _____.

5. Completed Right-of-way Permit Application

ALL SUPPLEMENTAL SITE LICENSE MATERIALS SHALL BE LABELED WITH THE APPLICABLE SUPPLEMENTAL SITE ID NUMBER

THE CITY WILL RETAIN ALL DOCUMENTATION FOR GRANTED SUPPLEMENTAL SITE LICENSES

EXHIBIT B

SUPPLEMENTAL SITE LICENSES

THE FOLLOWING SUPPLEMENTAL SITE LICENSES HAVE BEEN GRANTED BY THE CITY:

SUPPLEMENTAL SITE ID NO.	DATE GRANTED	APPROVED BY:

CITY COUNCIL
AGENDA ITEM

MEETING DATE: August 19, 2024

AGENDA ITEM: 8

TO: City Council

FROM: Seth Duncan, City Administrator

SUBJECT: Approval of Resolution Adopting Employee Policy Manual

REQUEST

Council is being asked to approve a Resolution adopting an updated Employee Policy Manual for the organization.

HISTORY/BACKGROUND

Staff and Council have been working for a number of months to review and update the City's Employee Policy Manual. The City's current employee handbook was last revised and adopted in February 2020. The employee handbook is now four (4) years old and needed to be revisited and revisions made where needed. Revisions are necessary due to changes in employment law, Council authorized changes, revisions based on best practices, and to ensure the City's benefits are market competitive.

ANALYSIS or STAFF FINDINGS

Staff have made various revisions to the employee handbook utilizing a variety of sources including the MASC model handbook, best practices from other local jurisdictions, and more to enhance the City's Employee Policy Manual. Several new policies are being proposed for incorporation relating to Equal Opportunity, Workplace Safety, Workplace Guidelines, and Wages/Hours of Work. Many of these restate and detail either state or federal employment laws/regulations, are being recommended due to changes in law, or best practices.

Additionally, several policies have been updated to clarify and accurately reflect nomenclature used by the organization. These include updating "vacation leave" to "annual leave", Jury Duty, Bereavement Leave, just to name a few. Clarification has also been added to use of Floating Holiday and excess leave forfeiture dates. Both are pegged, as proposed, to the Calendar Year instead of the Fiscal Year, like all other holidays.

One policy, Grievance Procedure, is recommended to be dropped from the handbook due to the repetitive nature of the process. When utilized, the Grievance Committee hears a grievance by a grieving employee (mostly used for dismissal, suspensions, involuntary transfers, promotions, and demotions), receives testimony and issues an opinion to the City Administrator. The City Administrator may then accept or reject that opinion. Typically, in cases involving the common grievances listed above, the City Administrator, as well as the HR Director are directly involved in the decision-making process along with the Department Head. Therefore, this policy (which is optional by state statute) is repetitive in nature. Employees disagreeing with an employment action above, are still able to file a complaint under existing (and continuing) procedures (Article II, Section 6).

Staff is proposing revisions to a few policies related to employee benefits to enhance the City's competitive benefits package. One revision centers around an idea of consolidating annual leave from 7-steps to 5-steps. The proposed change would allow new employees to 4 years of service to earn leave at 96 hours per year, and those with more than 20 years of service to earn 200 hours per year (firefighters leave is similarly adjusted). This consolidation makes our leave accrual like other jurisdictions and more market competitive.

Lastly, the document has been reviewed by labor attorney Kevin Strum. He has made several suggested deletions or additions and are noted in the document attached. Mr. Strum also recommended the manual be adopted by resolution and clearly stating that the old version(s) are no longer in effect. Once approved, staff will ensure all staff receive a new copy of the handbook and sign their acknowledgement of receipt within 30 days.

RECOMMENDATION

Staff recommends Council approve the recommended changes to the Employee Policy Manual, also known as the employee handbook, and adopt the Resolution as presented.

ATTACHMENT(S)

- Resolution for Adoption of an Updated Employee Policy Manual
- Employee Policy Manual (Draft)



CITY OF MAULDIN

EMPLOYEE POLICY MANUAL

Revised August 2024

NOT A CONTRACT

DISCLAIMER

ALL EMPLOYEES OF THE CITY ARE EMPLOYED AT-WILL AND MAY QUIT OR BE TERMINATED AT ANY TIME AND FOR ANY OR NO REASON. NOTHING IN ANY OF THE CITY'S RULES, POLICIES, HANDBOOKS, PROCEDURES OR OTHER DOCUMENTS RELATING TO EMPLOYMENT CREATES ANY EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. THIS HANDBOOK REPLACES ANY PREVIOUSLY ISSUED POLICIES, WRITTEN OR ORAL, GOVERNING EMPLOYMENT. NO PAST PRACTICES OR PROCEDURES, WHETHER ORAL OR WRITTEN, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, THAT ARE CONTRARY TO OR INCONSISTENT WITH THE LIMITATIONS SET FORTH IN THIS PARAGRAPH DOES NOT CREATE ANY CONTRACT OF EMPLOYMENT UNLESS: 1) THE TERMS ARE PUT IN WRITING; 2) THE DOCUMENT IS LABELED "CONTRACT"; 3) THE DOCUMENT STATES THE TERM OF EMPLOYMENT; AND 4) THE DOCUMENT IS FORWARDED BY THE CITY ADMINISTRATOR FOR CONSIDERATION FOR APPROVAL BY VOTE OF COUNCIL.

I ACKNOWLEDGE RECEIPT OF THE CITY'S PERSONNEL HANDBOOK AND UNDERSTAND THAT IT IS NOT A CONTRACT OF EMPLOYMENT.

_____ _____

[Signature] Date

_____

Printed Name

Original to be signed and returned to Human Resources.

DISCLAIMER

ALL EMPLOYEES OF THE CITY ARE EMPLOYED AT-WILL AND MAY QUIT OR BE TERMINATED AT ANY TIME AND FOR ANY OR NO REASON. NOTHING IN ANY OF THE CITY'S RULES, POLICIES, HANDBOOKS, PROCEDURES OR OTHER DOCUMENTS RELATING TO EMPLOYMENT CREATES ANY EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. THIS HANDBOOK REPLACES ANY PREVIOUSLY ISSUED POLICIES, WRITTEN OR ORAL, GOVERNING EMPLOYMENT. NO PAST PRACTICES OR PROCEDURES, WHETHER ORAL OR WRITTEN, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, THAT ARE CONTRARY TO OR INCONSISTENT WITH THE LIMITATIONS SET FORTH IN THIS PARAGRAPH DOES NOT CREATE ANY CONTRACT OF EMPLOYMENT UNLESS: 1) THE TERMS ARE PUT IN WRITING; 2) THE DOCUMENT IS LABELED "CONTRACT"; 3) THE DOCUMENT STATES THE TERM OF EMPLOYMENT; AND 4) THE DOCUMENT IS FORWARDED BY THE CITY ADMINISTRATOR FOR CONSIDERATION FOR APPROVAL BY VOTE OF COUNCIL.

I ACKNOWLEDGE RECEIPT OF THE CITY'S PERSONNEL HANDBOOK AND UNDERSTAND THAT IT IS NOT A CONTRACT OF EMPLOYMENT.

_____ _____

[Signature] Date

_____

Printed Name

Signed duplicate copy to stay in Employee Policy Manual.

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Black text means existing

Red text means new

~~Red text with strikethrough means removed~~

~~Red text with strikethrough and highlighted means removed by attorney~~

Red text with green highlight means addition by attorney

Article I. General Provisions

Section 1. Purpose

The purpose of these employee policies is to establish a personnel system that will recruit, select, develop, and maintain an effective and responsible work force. Employment with the City of Mauldin shall be made based on merit, fitness, and demonstrated ability. This policy covers work expectations and rules, employee benefits, position classification, pay administration, discipline, grievance procedures, and employment policies.

Section 2. Coverage

These policies shall cover all employees except as specifically exempted.

Section 3. Definitions

A. **Probationary employee.** A person appointed to a position who has not yet completed the probationary period.

B. **Part-time employee**. An employee who is regularly scheduled less than 30 hours per work week.

C. **Full-time employee**. An employee who is scheduled to work the number of hours per workweek designated by the City Council as full-time. This is 2080 hours per year for all employees except for fire employees, which is 1735 hours per year.

Section 4. Hiring/Recruiting

The City endeavors to hire the most suitable candidate for open positions and encourages current employees to apply for positions for which they are qualified. The City may also solicit and consider applications from external applicants. Information on job openings and hiring practices shall be provided to recruitment sources including organizations and news media. Decisions to fill an open position that are made by lower levels of management require prior approval by the Department Head.

Human Resources is responsible for the following before the employee may enter the workforce:

1. Payroll data
2. Explanation of benefits, policies, and *Introductory Periods
3. Overall operations of the City

The Hiring Department is responsible for the following after Human Resources' orientation, but before the commencement of duties:

1. Work standards and regulations
2. Attendance requirements and notice of normal hours of work
3. Duties of the position
4. Safety rules and procedures, location of safety or protective equipment
5. Tour of the work area including location of equipment, supplies, etc.
6. Introduction to co-workers
7. Schedule for lunch and breaks
8. Issuance of the **Employee Identification Card

Article II. Equal Opportunity

Section 1. Equal Employment Opportunity

The City provides equal opportunity to all applicants for employment as well as employees and administers hiring, conditions and privileges of employment, compensation, training, promotions, transfers and disciplines without discrimination because of race, color, religion, gender, disability, age, national origin or other similar distinctions protected by law. The City also prohibits retaliation against employees who have reported discrimination in good faith. Any employee who believes that he has been harassed or discriminated against in violation of this policy should report the matter to the City Administrator or Human Resources Director.

Section 2. Anti-Harassment

Various laws and regulations generally prohibit employment decisions from being made on the basis of race, sex, religion, national origin, color, age, disability or similar distinctions. In addition, it is our desire to provide a working environment in which employees are free from discomfort or pressure resulting from jokes, ridicule, slurs, threats and harassment either relating to such distinctions or simply resulting from a lack of consideration for a fellow human being.

The City does not tolerate harassment of any kind and forbids retaliation against anyone who has reported harassment in good faith. The City also offers protection under the guidelines of the South Carolina Whistleblower Protection Act based on the employee's filing of a protected report of wrongdoing. S.C. Code § 8-27-20(A)

Section 3. Sexual Harassment

Sexual harassment warrants special mention. Unwelcome sexual advances, requests for sexual favors, and other physical, verbal or visual conduct based on sex constitute sexual harassment when:

1. Submission to the conduct is an explicit or implicit term or condition of employment; or

2. Submission to or rejection of the conduct is used as the basis for an employment decision; or

3. The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented kidding or teasing, practical jokes, jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, “put-downs” or condescending or derisive comments or terms based on gender, and physical conduct, such as patting, pinching or brushing against another person. Although most commonly the “perpetrator” of such conduct is male and the “victim” is female, this policy prohibits such conduct regardless of the gender of the perpetrator or victim. Disputes sometimes arise as to whether conduct was "welcome" or "unwelcome." Conduct that would violate this policy if it were unwelcome violates the policy if anyone complains of it. However, not all conduct prohibited by this policy constitutes a violation of the law.

Section 4. Americans with Disabilities Act (ADA), Americans with Disabilities Amendments Act (ADAAA) and Reasonable Accommodation:

To ensure equal employment opportunities to qualified individuals with a disability, the City of Mauldin will attempt to make reasonable accommodations for the known disability of an otherwise qualified individual, unless undue hardship on the operation of the business would result. Employees who may require reasonable accommodation should contact the Human Resources Department.

Section 5. Confidential Information:

~~The protection of confidential business information and protected information is vital to the interests and success of the City of Mauldin. Confidential information is any and all information disclosed to or known by you because of employment with the City that is not generally known to people outside the City about its business. This includes but is not limited to:~~

- ~~Compensation and employee data~~
- ~~Financial information~~
- ~~Labor relations strategies~~
- ~~Pending projects and proposals~~

- ~~Computer logins and passwords~~
- ~~Information about other employees obtained by the City~~
- ~~ail co s on nc~~
- ~~Names, addresses, telephone numbers of the City's clients or prior clients~~
- ~~Any information given to or obtained from the City during meetings, interviews, etc.~~
- ~~Any other information deemed private or confidential by the City administrator, Human Resources or corresponding Supervisor including but not limited to:~~
- ~~Economic development (potential new business) information obtained in official capacity and not confirmed as public.~~

An employee who improperly uses or discloses confidential business information or protected information will be subject to disciplinary action up to and including termination of employment and legal action, even if he or she does not actually benefit from the disclosed information. All inquiries from the media must be referred to the City Communications Manager or City Administrator.

Section 6. Complaint Procedure and Investigation

If you believe any proceeding policy has been violated by anyone with whom you come in contact on the job, regardless of whether it is by a fellow worker, a supervisor or a member of the general public, you should immediately report the incident(s). You may do this by:

1. Reporting to your supervisor or to a higher level in your "chain of command". Complaints against the Administrator should be made to the Mayor; or

2. Reporting to the Human Resources Director.

Harassment allegations will be investigated, and the investigatory process may vary from case to case. The investigation is conducted as confidentially as possible consistent with the effective handling of the complaint and the goals of this policy. All employees have a responsibility both to cooperate fully with the investigation and to keep the matter confidential, whether the employee is the accused person, the complaining one or merely a potential witness. Persons who are interviewed will be asked not to discuss the matter with co-workers, friends or management. This does not mean, however, that employees may not complain to civil rights agencies.

To avoid misunderstandings, complaints made to members of management or to the Human Resources Director require the completion of a complaint statement, either by you or by the person, to whom the complaint is made, detailing the allegations and listing any witnesses to the alleged harassment. You should be sure to get a copy of this initial complaint statement to confirm you have complied with this procedure.

Section 7. Open Door Policy

The City of Mauldin is committed to promoting a positive employment relationship. In keeping with the spirit of open/honest communication and fair dealing, the City of Mauldin believes in operating with an Open Door Policy. The following outlines the manner in which an employee can freely voice an opinion or discuss a problem with management without prejudice or fear of retaliation.

If an employee has a problem or complaint, the employee should discuss it with his or her immediate supervisor as soon as possible.

If the problem is not satisfactorily resolved or the problem is with the supervisor, the employee is encouraged to discuss it with their department head.

Once these two avenues have been completed by the employee and the problem/issue is still not resolved, the employee is encouraged to discuss the situation with the Human Resources Director.

Not all complaints can be resolved to everyone's satisfaction. However, in each case, the reason for the decision will be explained clearly to the employee. Also, the City's Human Resources Director is available to discuss and/or provide assistance to any employee regarding any complaint, problem, or concern.

Complaints or reports of unlawful discrimination or harassment may be made either to your direct supervisor, the Human Resources Director or directly to the City Administrator.

Section 8. Retaliation

The City forbids retaliation against anyone who has reported discrimination or harassment in good faith, and it will not tolerate retaliation or harassment against an employee for reporting a violation of this policy or who participates in an investigation. If an employee witnesses or engages in conduct they believe is retaliatory, they should report it immediately to their department head, Human Resources or the City Administrator.

Article III. Workplace Safety

Section 1. Substance Abuse Policy

The City of Mauldin is committed to providing a safe work environment and fostering the well-being and health of its employees. That commitment is jeopardized when any City employee illegally uses drugs on or off the job, comes to work under the influence, possesses, distributes or sells drugs in the workplace, or abuses alcohol on the job. Therefore, the City of Mauldin has established the following policy:

1. It is a violation of policy for an employee to use, possess, sell, trade, offer for sale, or offer to buy illegal drugs or otherwise engage in the illegal use of drugs on or off the job.

2. It is a violation of policy for an employee to report to work under the influence of or while possessing in his or her body, blood, or urine, illegal drugs of any detectable amount.

3. It is a violation of policy for an employee to report to work under the influence of or impaired by alcohol, legal medications or illegal drugs.

4. It is a violation of the policy for an employee to use prescription drugs illegally, i.e., to use prescription drugs that have not been legally obtained or in a manner or for a purpose other than as prescribed. However, nothing in this policy precludes the appropriate use of legally prescribed medications.

5. Violations of this policy are subject to disciplinary action up to and including termination.

The goal of this policy is to balance a respect for individuals with the need to maintain a safe, productive and drug free environment. The intent of this policy is to offer a helping hand to those who need it, while sending a clear message that the illegal use of drugs and the abuse of alcohol are incompatible with employment for the City of Mauldin.

As a condition of employment, employees must abide by the terms of this policy and must notify the City of Mauldin in writing of any conviction of a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

The City of Mauldin offers an Employee Assistance Program (EAP) benefit for employees and their dependents. The EAP provides confidential assessment, referral and short-term counseling for employees who need or request it. If an EAP referral to a treatment provider outside the EAP is necessary, costs may be covered by the employee's medical insurance; but the cost of such outside service is the employee's responsibility.

Confidentiality is assured. No information regarding the nature of the personal problem will be made available to department heads and supervisor, nor will it be included in the employee's personnel file.

The EAP can be accessed by any employee through self-referral or through referral by a department head and/or supervisor. Information about the EAP is available from the Department Heads and the Human Resources Director.

General Procedures

Any employee reporting to work visibly impaired will be deemed unable to perform required duties and will not be allowed to work. If possible, the employee's department head or supervisor will seek the City's Human Resource Director's opinion to confirm the employee's status. Next, the Director of Human Resources or the department head will consult privately with the employee to determine the cause of the observation, including whether substance abuse has occurred. If, in the opinion of the Human Resources Director or department head, the employee is considered impaired or if there is reasonable suspicion of substance abuse, the employee will be sent home or to a medical

facility by taxi or other safe transportation alternative - depending on the determination of the observed impairment - and accompanied by the department head or supervisor or another employee if necessary. A drug or alcohol test may be in order, and should be administered in accordance with the provisions of this policy.

Confidentiality

Except as otherwise provided by law and in accordance with applicable South Carolina and Federal law, the result of any test performed pursuant to this policy shall be kept confidential and the result shall not be disclosed, except to the extent necessary to administer and enforce this policy.

Job Applicant Drug Testing

All job applicants for the City of Mauldin will undergo testing for substance abuse as a condition of employment. The offer of employment is conditioned upon the prospective employee's consent in writing to such testing, and on the prospective employee's testing negative on the pre-employment drug screen. Any applicant with a confirmed positive test result will be denied employment.

Applicants will be required to submit voluntarily to a urinalysis test (or any other testing process approved by the City) at a laboratory chosen by the City of Mauldin, and signing a Consent Agreement to release the City of Mauldin from any liability.

If the physician, official, or lab personnel has a reasonable and articulable suspicion to believe that the job applicant has tampered with the specimen, the applicant will not be considered for employment.

~~The City of Mauldin will not discriminate against applicants for employment because of a past history of drug or alcohol abuse. It is the current illegal use of drugs and/or abuse of alcohol, preventing employees from performing their jobs properly that the City of Mauldin will not tolerate.~~

Employee Drug Testing

The City of Mauldin has adopted testing practices to identify employees who illegally use drugs on or off the job or who abuse alcohol on the job. It shall be a condition of employment for all employees to immediately submit to substance abuse testing under the following circumstances:

1. Reasonable and Articulable Suspicion: When there is reasonable suspicion to believe that an employee is illegally using drugs or abusing alcohol. "Reasonable suspicion" is based on a belief that an employee is using or has used drugs or alcohol in violation of the City of Mauldin's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon, but not limited to, the following:

A. Observable phenomena while at work such as direct observation of substance abuse or of the physical symptoms or manifestations that would lead a reasonable person to believe that the individual is impaired due to substance use and/or abuse.

B. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

C. Evidence that an individual has tampered with any substance abuse test during his or her employment with the City of Mauldin.

D. Credible and verifiable information from a reliable source that an employee has caused or contributed to an accident while at work; or

E. Reliable and credible evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises, or while operating the employer's vehicle, machinery, or equipment.

2. Post Accident Testing: The City may send employees for a substance abuse test if they are involved in on-the-job accidents where it has been reasonably determined that the employee has caused or contributed to an on-the-job accident that results in property damage to City-owned property and/or personal injury to either themselves, another City employee, or to a third party, resulting in the need for the injured party to seek immediate medical care.

3. Drug Treatment Program: Any employee who has voluntarily completed, or one who has been required to complete a drug or alcohol treatment program, shall be required to give written consent to, and to undergo, periodic testing for a period to be determined between the City and the employee, but not to exceed one year.

4. Medical Examination: The City may require an employee to supply a blood, urine, or breath sample for testing during any medical examination required by the City for all employees, including USDOT and SCDOT mandated examinations, or during any medical examination to determine the employee's entitlement to worker's compensation benefits, disability benefits, or return to work from an extended and continuous leave of absence.

5. Random Testing: City employees to have safety sensitive positions or hold a CDL drivers license shall be subject to periodic random testing.

If an employee is unavailable (i.e., vacation, sick day, out of City, work-related causes, etc.) to produce a specimen on the date random testing occurs, the City may omit that employee from that random testing.

Alcohol Testing

The consumption or possession of alcoholic beverages on City of Mauldin's premises while on duty or otherwise operating within the course and scope of that individual's

employment is prohibited. An employee whose normal faculties are impaired due to illegal drugs, prescription drugs, or alcoholic beverages, or whose blood alcohol percentage level is .04% or greater (as determined by a law enforcement approved breath-alcohol testing device) while on duty/City business shall be guilty of misconduct, and shall be subject to discipline up to and including termination.

Refusal to Submit

Failure to submit to a required substance abuse test will constitute misconduct and shall be subject to discipline up to and including termination. If an employee refuses to submit to post-accident drug or alcohol testing they may lose eligibility for medical and disability benefits under the Workers' Compensation Laws of South Carolina.

Important Information for Job Applicants and Employees

When an employee or job applicant submits to a drug and/or alcohol test, they will be given a form by the specimen collector that contains a list of common medications and substances which may alter or affect the outcome of a drug or alcohol test. This form will also have a space for the donor to provide any information that he/she considers relevant to the test, including the identification of currently or recently used prescription or non-prescription medication or other relevant information. The information form should be kept by the job applicant or employee for their personal use. If the job applicant or employee has a positive confirmed test result, the 3rd party medical provider will attempt to contact the individual in order to privately discuss the findings with that person. The job applicant or employee should keep the form as a "reminder" to discuss this information at that time. The 3rd party medical provider will take this information into account when interpreting any positive confirmed test result. The information shall be treated as confidential and will not be given to the employer. Employees and job applicants have the right to consult with a Medical Review Officer for technical information regarding prescription and non-prescription medicine.

It is the responsibility of every employee or job applicant to notify the testing laboratory of any administrative or civil action brought pursuant to South Carolina Drug Free Workplace Programs.

Substance abuse testing for job applicants and employees will include a urinalysis screen or any other methodologies deemed acceptable by the City for the following drugs (or other drugs that may be deemed appropriate by the City):

Alcohol:

Any "alcoholic beverage", all liquid medications containing ethyl alcohol (ethanol). Please read the label for content. For example, Vicks Nyquil TM is twenty-five percent (25%) (50 proof) ethyl alcohol, Comtrex TM is twenty percent (20%) (40 proof), Contac Severe Cold Formula Night Strength TM is twenty-five percent (25%) (50 proof), and Listerine TM is twenty-six point nine percent (26.9%) (54 proof).

Amphetamines: "Speed", "uppers", etc.

Barbiturates

Cannabinoids: THC, marijuana, hashish, “pot”, “grass”, “hash”, etc.

Cocaine: “Coke”, “crack”, etc.

Phencyclidine: PCP, “angel dust”.

Opiates: Narcotics, “heroin”, “codeine”, “morphine”, “smack”, “dope”, etc.

Section 2. Workplace Violence

The City believes that every individual has the right to be treated in a courteous manner, and it is the responsibility of each of us to ensure that this happens. Everyone on our team is expected to be courteous, polite, and friendly to customers, vendors and fellow employees. No one should be disrespectful or commit any action which endangers the image and reputation of both the City and its employees. The use of vulgar, obscene, or threatening language is forbidden at work. Any such language, whether in jest, anger or for any other reason has no place in our organization.

To provide a safe workplace for our employees and to provide a comfortable and secure atmosphere for our customers and others with whom we do business, the City will not tolerate any violent acts or threats of violence. Any employee who commits or threatens to commit any violent or destructive act against any person or property while on City premises will be subject to immediate discharge. Any person who~~, while engaged in City business off the premises,~~ commits or threatens to commit any violent or destructive act against another person or property will be subject to discharge if that threat or act of violence could adversely affect the City or the reputation of the City in the community.

Any employee who is threatened with or subjected to violence or destruction must notify his or her manager or another member of Management immediately. Employees are urged to take all threats seriously. Reports of threats, violence and destruction will be carefully investigated. Your report will be kept as confidential as possible. You will not be penalized in any way for reporting threats, violence, or destruction and reports in good faith.

Section 3. Weapons

Regardless of licensure, employees are prohibited from possessing or carrying weapons of any kind while in performance of their assigned duties.

This includes:

- Any form of weapon or explosive.
- All firearms
- All illegal knives or knives with blades that are more than six (6) inches in length
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This policy does not apply to City issued firearms, or other devices, for employees authorized to use said equipment in the performance of their assigned duties. If an

employee is unsure whether an item is covered under this policy, they should contact their supervisor or Human Resources. Employees are responsible for making sure that any item they possess is not prohibited by this policy. If an employee becomes aware of anyone violating this policy, they should notify their supervisor or Human Resources immediately. Failure to comply with this policy may subject an employee to disciplinary action, up to and including immediate termination.

Section 4. Visitors

To provide for the safety and security of Employees and the facilities at the City, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures the security of Employees, protects confidential information, and avoids potential distractions and disturbances.

All visitors should enter City facilities at the main entrance. Employees are responsible for the conduct and safety of their visitors. If an unauthorized individual is observed in City facilities, Employees should direct the individual to the receptionist and immediately notify their supervisor.

In the event of an emergency, notify the appropriate emergency personnel by dialing 911 to activate the medical emergency services.

Section 5. Vehicle Safety and Compliance

To remain in compliance with State Law and with our Risk Management Guidelines, all employees are required to wear their seat belts while conducting City business.

City olic O ic s ill an o ly o s at lt ch c s on a s i annual asis o city employees driving city vehicles. Employees found not wearing a seatbelt will be ticketed.

Report inoperable seat belts immediately.

On the recommendation of the city's insurance provider, the City of Mauldin will conduct an annual check of driver's license records of all employees who operate a city vehicle as part of their job duties (including those using their personal vehicle for city business).

All employees driving a city vehicle or using personal vehicles for City business shall have a valid South Carolina driver's license issued for the class of vehicle being operated, to be verified prior to employment and annually thereafter by a motor vehicle record (MVR) check through the S.C. Department of Motor Vehicles (DMV).

Failure to qualify or to comply with the above requirements will disqualify an employee o o ating a unici al o n hicl o th loy s hicl o unici al business.

Criteria Parameters:

The following MVR evaluation criteria (on and off the job violations) are examples that could disqualify all persons as authorized drivers:

- Three (3) or more moving violations within the preceding 24 months.
- Driving under the influence of alcohol or drugs.
- Hit and Run accident.
- Failure to report an accident.
- Operating a vehicle under a suspended or revoked license.
- Homicide, assault or a felony arising from the operation of a motor vehicle.
- Reckless Driving/Speed Contest/Racing.

Section 7: Reporting Work Related & Lost Time Injuries

When an accident does occur, no matter how slight, the injury must be reported to the employee's supervisor immediately, or as soon as possible after medical attention has been received. The Department Head should be notified immediately of any accident involving personal injury or property damage.

The supervisor should obtain as much information as possible regarding the accident from the injured employee and witnesses in order to thoroughly complete the First Line of Injury Form to be submitted to the assigned Risk Management employee within 24 hours.

Worker's Compensation Insurance:

The City provides comprehensive workers' compensation insurance program at no cost to loy s loy s ho sustain any o lat in u i s o illn ss s ust in o th i u iso o th in u y o illn ss i iat ly, no att ho ino an on th o injury may appear at the time. Employees are required to attend the health care provider of the City's choice. Failure to report an accident or injury within the required timeframe may result in loss of benefits eligible under workers compensation and
may also result in the claim being denied.

All questions concerning workers' compensation coverage should be directed to Human Resources.

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Supervisors must report injuries to Human Resources for compliance reporting according to the City's insurance carrier.

In cas s o a o lat in u y o illn ss, an i iat ug t st ill ui o s co nsation co s only o lat in u i s an illn ss s N ith th City nor its insurance carrier will be liable for the payment of workers' compensation benefits o in u i s that occu u ing an loy s olunta y a tici ation in any o uty recreational, social, or athletic activity sponsored by the City.

Article IV. Workplace Guidelines

Section 1. Attendance

All employees are expected to arrive on time, ready to work, every day they are scheduled to work. If unable to arrive at work on time, or if an employee will be absent for an entire day, the employee must contact the supervisor as soon as possible. Voice ail, t t ssag s an ail ssag s a not acc ta l unl ss s ci ically a o by the supervisor and except in certain emergency circumstances. Excessive absenteeism or tardiness will result in discipline up to and including termination. Failure to show up or call in for a scheduled shift without prior approval may result in termination. If an employee fails to report to work or call in to inform the supervisor of the absence for 3 consecutive days or more, the employee will be considered to have voluntarily resigned from employment.

Section 2. Performance Appraisal

The City may periodically conduct oral or written evaluations of employees' performance. Employees must sign written evaluations. The employee's signature does not necessarily indicate agreement with the contents of the evaluation, only that he has been made aware of it. Employees may attach comments to their evaluations. While favorable performance evaluations may be a factor in determining wage increases, no employee is entitled to a wage increase because he receives a favorable evaluation.

Section 3. Dress and Grooming

Every employee is a public representative of the City. Each of us must report to work properly groomed and wearing appropriate clothing according to their position and department. The City of Mauldin observes a business casual dress code in the absence of position or department requirements. Business casual clothing is less formal than traditional business wear but is still intended to give a professional and businesslike impression.

Consult your supervisor if you have questions concerning this policy. Any employee who does not meet the standards of this policy will be subject to corrective action, which may include leaving the premises. Employees will not be compensated for any work time missed because of failure to comply with this policy. Violations of this policy may result in disciplinary action, up to and including termination of employment.

Section 4. Probationary Period – New Employee

New employees, including former employees who have been rehired, are considered to be on probation for the first six months, except for firefighters which will observe a one-year probation period. This period is a continuation of the selection process and is a time in which the new employee should demonstrate that they are suited for the position. This period is not a guarantee of employment for the full duration of the probationary period. If the department head concludes at any time that the employee is not suited for the position, the employee may be terminated or may be placed on extended probation, if approved by the Human Resources Director.

Promoted Employee

All newly promoted employees are considered on probation in their new jobs for three months. This period is a continuation of the selection process and is a time in which the newly promoted employee should demonstrate that they're well suited for the promotion. It is not a guarantee of employment for three months.

If the department head concludes at any time during the promotion probationary period that the newly promoted employee is not suited for this new position, the employee may be removed from that position. If there is a vacancy in the former position that is to be filled, the employee may be returned to it. If there is no such vacancy, the employee may be considered for the filling of other vacancies for which the employee is qualified. If no other position is found, the employee may be terminated. This action does not prohibit an employee from applying for future vacancies with the City.

Section 5. Discipline

As is the case with all organizations, instances arise when an employee must be disciplined. The discipline which may be imposed includes but is not limited to oral reprimand, written warning, probation, suspension without pay, demotion and discharge. In addition, the City may procedurally suspend an employee pending investigation to determine if disciplinary action is appropriate. If the City determines an unpaid sus nsion is a o iat isci lin , t loy s ill sus n in ull ay inc nts non t loy s ill sus n in a tial o ull ay inc nts In addition, the City may impose a combination of disciplinary measures. The discipline imposed in any situation is at the sole discretion of the City. Nothing in any of the City's policies or by virtue of any past practice of the City requires the City to follow any course of discipline. Supervisors and Department Head must submit terminations to the City Administrator for review.

Examples of Conduct Warranting Disciplinary Action

It is not possible to list all acts and omissions which may result in disciplinary action. The disciplinary action that is appropriate for any misconduct is at the sole discretion of the City. The following are merely examples of some of the more obvious types of misconduct which may result in disciplinary action, up to and including discharge. THE CITY RESERVES THE RIGHT TO TREAT EACH EMPLOYEE INDIVIDUALLY WITHOUT REGARD FOR THE WAY IT HAS TREATED OTHER EMPLOYEES

AND WITHOUT REGARD TO THE WAY IT HAS HANDLED SIMILAR SITUATIONS.

A. conviction of or plea of guilty or no contest to a charge of theft, violation of drug laws, sexual misconduct, offense involving moral turpitude or offense which affects the City's reputation, or which reasonably could create concern on the part of fellow employees or the community.
B. incompetence
C. unauthorized absenteeism or tardiness
D. insubordination, including disrespect for authority, or other conduct which tends to undermine authority.
E. failure or refusal to carry out instructions.
F. unauthorized possession or removal, misappropriation, misuse, destruction, theft or conversion of City property or the property of others
G. violation of safety rules; neglect; engaging in unsafe practices
H. interference with the work of others
I. threatening, coercing, or intimidating fellow employees, including "joking" threats.
J. dishonesty
K. failure to provide information; falsifying City records; providing falsified records to the City for any purpose
L. failure to report personal injury or property damage.
M. neglect or carelessness
N. introduction, possession, or use of illegal or unauthorized prescription drugs or intoxicating beverages on City property or while on duty anywhere; working while under the influence of ill gal ugs o into icating ag s o th o ill gal us o possession of drugs. For purposes of this policy, an employee is "under the influence" if he has any detectable amount of any such substance in his system.
O. unsatisfactory performance
P. violation of City policies
Q. lack of good judgment
R. bullying in the workplace to include repeated, unreasonable actions of an employee or group of employees toward another employee or group of employees. It includes threats, humiliation, intimidation, work sabotage and verbal abuse.
S. any other reason that, in the City's sole determination, warrants discipline.

Section 6. Social Media Acceptable Use

Social networking, personal websites, and blogs have become common methods of self expression. The City respects the right of employees to use these media during their personal time. Employees may not access social media sites, other than for business use, during working hours or using City equipment. Employees must understand that material posted on these media may be read by persons other than those for whom it is intended. Employees are cautioned that they are responsible for the contents of social media posts they make. Posts that contain obscene or harassing material, that are unlawful, that contain personal attacks on coworkers, that reasonably call into question the employee's

judgment, or that reasonably cause concern among the public may result in discipline, up to and including termination from employment.

Similarly, conduct that would violate City policies if done in person also violates City policy if done through social media. Employees may not disclose confidential information over social media or similar sites.

Employees who post on media sites and who have identified themselves as a member or employee of the City on those sites must make it clear that they are expressing their own views and not those of the City.

Social Media on Behalf of the City: Creation & Maintenance of Sites

Creation of all/any social media sites on behalf of the City must be approved by the Communications Manager and the City Administrator. The Communications Manager will maintain a roster of all approved sites and editors accordingly. Requests for additional users on social media sites must be made to the Communications Manager for approval. The Communications Manager will have access and editor rights to all approved social media sites.

Section 6. Solicitation and Distribution of Literature

olicitation an o ist i ution o lit atu y non loy s on City o ty is always prohibited.

Solicitation and/or distribution of literature by employees that, in any way, interfere with work on City property during working time is prohibited. For the purposes of this policy, the term "working time" includes any time an employee spends performing work duties but excludes breaks and meal periods.

Distribution of literature by employees in working areas is always prohibited. “Working area” is defined as any place where work is normally performed.

Section 7. Bulletin Boards

Bulletin boards on City premises are reserved for official organization communications including, but not limited to:
1. All local, state, or federal required notices
2.Internal memoranda
3. Job openings
4.City announcements
5.Workers' compensation insurance information
6.State disability insurance/unemployment insurance information

All bulletin board notices must be approved and signed by Management prior to posting. Each notice posted will note on the face of the notice the date posted and the date it will be removed. Unless approved by Management, the posting of written solicitations or notices on City bulletin boards is prohibited. All bulletin boards are City property and are to be used for business purposes only. Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment.

Section 9. Political Activity

Employees may fully and freely associate themselves in organizations of their own choosing, except those organizations whose purpose is the violent overthrow of the government of the Unites States, the State of South Carolina or any of its political subdivisions. In addition, supervisory employees may not join or support labor organizations that accept membership subordinates of such supervisors.

In certain circumstances involving real or potential conflicts, employees who run for public office may be placed on an unpaid leave of absence until after the election. If an employee is placed on leave of absence, his employment will terminate upon his election to a public office.

For purposes of this policy, an employee is considered a “candidate for public office” as soon as he begins actively campaigning for nomination or election, or when he files for candidacy, whichever comes sooner.

Section 10. Electronic Mail and Internet Access Policy

Use of Technology During Work Hours

During work hours, employees should only participate in business pertaining to the City. However, the City consents to incidental personal use of City-owned and personal computer systems and telecommunications devices during work hours as defined in the Hours of Work policy. The term incidental as used in this context means infrequent and of limited duration, but what is considered incidental is determined at the sole discretion of the Human Resources Director. The only sure way to avoid violating this policy is to refrain from any personal activity during work hours.

Participating in social media games or technology supported games during work hours is strictly prohibited.

Use of City-Owned Technology During Work or Non-work Hours

The City’s technology systems (including but not limited to telecommunications devices; computer equipment; software; email, internet browsing, File Transfer Protocol; and networking and intranet systems) are to be used for business purposes in serving the interests of the City and in the course of normal operations.

Prohibited Activities

The display of any kind of sexually explicit image or document on any City system is prohibited. Sexually explicit material may not be archived, stored, distributed, edited or recorded using the City's network of technology resources.

Employees may not engage in any activity that violates the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations.

Employees may not engage in any activity that violates the rights to privacy of protected healthcare information or other confidential City information.

Employees may not engage in any activity to introduce malicious software purposefully into a workstation or network (e.g. viruses, worms, Trojan horses, etc.).

Employees may not circumvent or attempt to avoid the user authentication or security of workstations or accounts. Employees may not access or try to access electronic data for which they are not authorized nor log into an account that they are not authorized to access.

Streaming video and music for personal use are not allowed on City computers.

When using City-owned telecommunications devices, employees are prohibited from calling 1-900, 1-976 or other similar "pay per minute" services or making personal long distance calls on office telephones (land lines).

Personal Use

The City consents to the incidental personal use of its computers, Internet connection, email and telecommunications devices (land line phones, cell phones, smart phones, etc.) as long as it does not conflict with the City's business use. The term incidental as used in this context means infrequent and of limited duration, but what is considered incidental is determined at the sole discretion of the Human Resources Director. The only sure way to avoid violating this policy is to refrain from any personal activity using City-owned technology systems.

Use of City-owned systems, including information stored on those systems, to conduct privately owned business activities is not authorized and is strictly forbidden.

Any use of the Internet or Municipal City Intranet for conducting job searches; forwarding chain emails; soliciting or proselytizing for commercial ventures, religious or personal causes, or outside organizations is strictly prohibited.

Use of Municipal City Email Addresses

Employees must not use Municipal City email addresses to create or manage personal accounts (i.e. shopping websites, personal bank accounts, social media accounts). Municipal City email addresses for professional-based social media accounts such as LinkedIn may be allowed with the approval of the employee's supervisor.

Privacy of Communications

Employee communications, both business and personal, on the City's computer and telecommunications systems are not private. Users should be aware that the data they create on the City's systems is the property of the City and usually can be recovered even though deleted by the user.

Monitoring

The City reserves the right to monitor all employee usage of City-owned technology systems to ensure proper working order, appropriate use by employees and the security of the City's data. The City's management reserves the right to access and inspect any or all user files, for any purpose, including but not limited to, archived material of present and former employees without the user's consent.

Software and Applications

All software and applications on City systems are owned or licensed by the City. No City-owned or licensed software or applications may be copied, deleted, distributed or used on any systems other than those owned by the City without notification of and written consent from the HR Director. No software or applications may be downloaded, installed, distributed from or copied to City systems without the approval of the HR Director.

Remote Access

Generally, employees are prohibited from accessing City systems remotely while using personal devices. Remote access is restricted to business use only and should be done with only approved and assigned City devices.

Security

Although safeguards are in place to protect the City's systems and the confidentiality and integrity of the City's information stored on its computer systems, employees are responsible for all activities that originate from their computer accounts, systems or telecommunications devices and are responsible for protecting data and information stored on the City's electronic equipment from unauthorized access and disclosure. In addition to sensitive information such as social security and credit card numbers, the City processes data which must remain confidential because of governmental rules and regulations.

Employees should lock their computers when not in use and should log off at the end of each work day.

Employees must not share their technology passwords with anyone other than the authorized City IT support staff personnel whether by phone, print, in-person, electronically or any other means.

Employees must immediately report loss or theft of any technology device to their supervisor.

Archiving and Backup of Systems

Employees are responsible for ensuring that data is stored in the proper location to allow centralized data backups. No City data should be stored on the employee's local drive. An employee with questions about the proper location and storage of City data should contact his supervisor.

Section 11. Nepotism

People in the same immediate family may not be employed or continue to be employed if one directly or indirectly supervises another or interacts with another in the handling of money or compensation. The City may also use its discretion in not hiring family members. For purposes of this policy, immediate family is defined as spouse, parent, child, grandparent, grandchild, brother or sister, parent-in-law, grandparent-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law. The immediate family is also considered to include stepparents, stepchildren, stepbrothers and stepsisters when the employee and the step-relative have lived together regularly in the same household. Unrelated employees residing together or otherwise engaged in a close personal relationship (such as domestic partner, co-habitant or significant other) are treated as being within the immediate family of each other for the purposes of this nepotism policy. Members of the immediate family of elected officials of the City are not eligible for City employment.

If employees become related by marriage and create a situation prohibited by this policy, one of the employees may be asked to give up his position. If the employees cannot choose which of them it will be, the employee having the lower budgeted annual compensation may be removed. The removed employee may be considered for other positions within the City for which he is qualified. Situations not specifically addressed in this policy that, in the City's opinion, create a conflict of interest or give the appearance of a conflict of interest, will be handled at the City's discretion.

Section 12. Smoking/Vaping

Smoking/Vaping is prohibited in and about any municipal property or on any park or recreational facility except outdoors in designated smoking areas. Refer to Municipal Code Section 18-39.

Section 13. Outside Employment

The City expects an employee's work for the City to take precedence over any outside employment engaged in by an employee. Employees must get prior written approval from the City Administrator before engaging in other employment. The employee must obtain the "Outside Employment Authorization" form from HR, complete and return to their department head. Should the City, in its sole discretion, determine that the outside employment interferes with or is otherwise incompatible with employment for the City, the employee may be asked to choose between the jobs. Employees may not engage in any private business or activity while on City work time or at City workplaces.

Employees may not use City equipment or resources to engage in private business or activities.

Section 14. Gifts and Gratuities

No employee may directly or indirectly solicit, accept, or receive a gift under circumstances in which it could be inferred that the gift was intended to influence him in the performance of his official duties or was intended as a reward for an official act on his part. A gift is defined as any benefit, favor, service, privilege, or thing of value that could be interpreted as influencing an employee's impartiality. A gift includes, but is not limited to meals, trips, money, loans, rewards, merchandise, foodstuffs, tickets to sporting or cultural events, entertainment, and personal services or work provided by City suppliers or contractors. This policy is not intended to prohibit the acceptance of items of nominal value that are distributed generally to all employees.

A determination as to whether this policy has been violated is in the City's sole discretion.

Section 15. Conflict of Interest

City employees are covered by state ethics laws that prohibit public employees from using their public position for their own personal gain or to benefit a family member or business associate. State law also prohibits employees from making governmental decisions on matters in which they, their family or business associates have an economic interest. Employees must notify their supervisors in writing of any matter in which they, their family or business associates have an economic interest and in which they must act on behalf of the City. The supervisor must send the notification to the Human Resources Director for review. If the City determines a potential conflict or appearance of conflict of interest exists, the matter will be reassigned to another employee.

Section 16. Travel Policy

It is necessary from time to time for employees to travel outside the City for meetings, conferences, and other City-related business. The following policy is to provide a framework for travelers, reimbursements, and reporting.

A. The term "traveler" or "authorized traveler" includes the Mayor, members of Council, appointed municipal officers, employees, or persons appointed to serve the City including members of municipal boards and committees appointed by the mayor or the municipal governing body, and the employees of such boards and committees who are traveling on official municipal business and whose travel was authorized in accordance with this ordinance. "Authorized traveler" shall not include the spouse, children, other relatives, friends, or companions accompanying the authorized traveler on City business, unless the person(s) otherwise qualifies as an authorized traveler under this ordinance.

B. Authorized travelers are entitled to reimbursement of certain expenditures incurred while traveling on official business for the City. Reimbursable expenses shall include expenses for transportation; lodging; meals; registration fees for

conferences, conventions, and seminars; and other actual and necessary expenses related to official business as determined by the City Administrator. Under certain conditions, entertainment expenses may be eligible for reimbursement.

C. Authorized travelers can request either a travel advance for the projected cost of authorized travel, or advance billing directly to the City for registration fees, air fares, meals, lodging, conferences, and similar expenses.

Travel advance requests are not considered documentation of travel expenses. If travel advances exceed documented expenses, the traveler must immediately reimburse the City. It will be the responsibility of the City Administrator to initiate action to recover any undocumented travel advances.

D. Travel advances are available only after completion and approval of the travel authorization form.

E. The travel expense reimbursement form will be used to document all expense claims.

F. To qualify for reimbursement, travel expenses must be

- Directly related to the conduct of the City business for which travel was authorized, and

- Actual, reasonable, and necessary under the circumstances. The HR Director may make exceptions for unusual circumstances.

Expenses considered excessive will not be allowed.

G. Claims of $5 or more for travel expense reimbursement must be supported by the original paid receipt including, but not limited to, lodging, vehicle rental, phone call, public carrier travel, conference fee, and other reimbursable costs.

H. Any person attempting to defraud the City or misuse City travel funds is subject to legal action for recovery of fraudulent travel claims and/or advances.

I. Mileage and motel expenses incurred within the City may be considered eligible expenses for reimbursement provided that detailed documentation regarding date, time, purpose of trip, miles driven, etc., is provided.

TRAVEL REIMBURSEMENT RATE SCHEDULES

Authorized travelers shall be reimbursed according to the federal travel regulation rates. The City's travel reimbursement rates will automatically change when the federal rates are adjusted.

The municipality may pay directly to the provider for expenses such as meals, lodging, and registration fees for conferences, conventions, seminars, and other education programs.

Section 17. Dating Policy

The City of Mauldin strongly believes that a work environment where employees maintain clear boundaries between employee personal and business interactions is necessary for effective business operations. Although this policy does not prevent the development of friendships or romantic relationships between co-workers, it does establish boundaries as to how relationships are conducted during working hours.

Individuals in supervisory or managerial roles, and those with authority over others' terms and conditions of employment, are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information, and their ability to affect the employment of individuals in subordinate positions.

~~This policy does not preclude or interfere with the rights of employees protected by the National Labor Relations Act or any other applicable statute concerning the employment relationship.~~

Article V. Benefits

Section 1. Insurance

The City offers medical, dental, vision, long term disability, and life insurance to all full-time employees.

The City may make other group insurance plans available for its employees upon authorization of the City Council.

Employees who do not wish to carry City insurance will be paid $100.00 a month at the end of every quarter.

Section 2. Retirement benefits

The City provides retirement benefits for its employees. This plan is through the South Carolina Retirement System, which also offers optional 401K and 457 plans.

To the extent required by the retirement plan, each employee appointed to a position shall be required to join the City's retirement plan.

Section 3. Educational reimbursement

The City of Mauldin believes in the continued development of all employees and that education is the cornerstone of any development plan. As a result of this belief, The City of Mauldin endorses the following educational reimbursement program:

> An employee may receive reimbursement for courses (no more than 3 courses at a time) taken outside of working hours that will help the employee professionally develop themselves, subject to the approval of the department head and the City Administrator. The City shall reimburse the employee for tuition, fees, and books for

the courses, provided the employee submits a receipt of course expenses and a notice of successful completion (passing grade of "B" or better) of the course. An employee can receive reimbursement for up to six (6) courses per calendar year as Council appropriated budgets allow.

If an employee receiving educational reimbursement does not remain employed with the City for a period of three years after the completion of the course, the employee shall reimburse the City for all expenses paid under this provision.

Article VI. PTO and Leaves of Absence

The City provides several benefits to ensure a high quality of work and life balance. These benefits include paid holidays, annual leave, paid sick leave, and other types of paid and unpaid time off (PTO).

Section 1. Holidays

The following days and such other days as the City Council may designate are holidays with pay for full-time employees and officers of the City working the basic workweek.

New Year's Day	Veteran's Day
Martin Luther King, Jr. Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Independence Day	Floating holiday*
Labor Day	

*Use of an employee's Floating Holiday must occur during the calendar year. New full-time employees are eligible to use their Floating Holiday after six months of employment.

Holidays that fall on Saturday will be observed on Friday and holidays that fall on Sunday will be observed on Monday.

All employees (except Fire shift-personnel) required to work on an observed holiday shall be paid at their regular rate of pay for actual hours worked on the holiday and will also receive 8 hours of holiday pay (straight time). Department heads shall submit a roster to the payroll office including names of employees, position classification, and actual hours worked on the holiday.

The Fire Department shift-personnel will observe holidays differently. Shift employees will receive 7 shifts per calendar year for allotted holidays (this includes the floating holiday). Holidays will be selected in January for the forthcoming calendar year. All shifts must be scheduled within the calendar year and will not be rolled over.

When a holiday falls on a Police shift-personnel regular day off, the employee will receive 8 hours of holiday pay (straight time) in lieu of the day off.

~~When a holiday falls on an employee's regular day off, the employee shall receive another day off in lieu of the holiday. Days of in-lieu of holidays must be taken by the next pay period.~~

~~Only regular full-time employees who are in pay status on the scheduled workday before and after the holiday shall be eligible for holiday pay.~~

Regular holidays, which occur during use of annual, sick, or other leave period of any regular full-time employee of the City shall not be considered as annual, sick, or other leave.

Section 2. Vacation Annual Leave

Annual leave (formerly known as vacation leave) is used for rest and relaxation, and may be used for medical appointments and other personal needs.

A. Initial appointment.

1. Employees serving a probationary period following initial appointment shall earn ~~vacation~~ annual leave. ~~Vacation~~ Annual leave may be taken during the probationary period only with the prior approval of the department head.

2. Persons employed for partial months will earn ~~vacation~~ annual leave for that month on a prorated basis.

B. ~~Vacation~~ annual leave – manner of accumulation.

1. Any regular full-time employee working 40 hours including police shall earn ~~vacation~~ annual leave at the following rates:

Years of service	**Hours per month**	**Hours per year**
0 – 4 years	8	96
5 – 9 years	10	120
10 – 14 years	12	144
15 – 19 years	13.33	160
20 – years or more	16.67	200

2. All Department Heads will accrue ~~vacation~~ annual leave at the rate of 160 hours per year up to 15 years or more of service, then the above rates apply.

3. Firefighters shall earn ~~vacation~~ annual leave at the following rates:

Years of service	**Hours per month**	**Hours per year**
0 – 4 years	7.13	85.50
5 – 9 years	8.91	107
10 – 14 years	10.69	128.25
15 – 19 years	11.88	142.50
20 – years or more	14.84	178.13

4. An employee cannot use ~~vacation~~ annual leave that has been earned by another employee.

C. ~~Vacation~~ Annual leave – maximum accumulation.

~~Vacation~~ Annual leave may be accumulated to a maximum of 240 hours per ~~fiscal year~~ calendar year. The maximum amount of ~~vacation~~ annual leave for a firefighter to carry forward is 213.75 hours. At the end of the ~~fiscal year~~ calendar year, any employees with hours greater than the allowed accumulated ~~vacation~~ annual leave for his/her position will lose all hours above the maximum level.

Employees are cautioned not to retain maximum accumulation of ~~vacation~~ annual leave. Due to the necessity to keep all City functions in operation, large numbers of employees cannot be granted leave at any one time. No employee shall be allowed to schedule ~~vacation~~ annual leave at a time that will create a burden for the remainder of the staff. If a conflict arises between employees wishing to schedule ~~vacation~~ annual leave during the same period, the conflict will be resolved based on employee seniority and/or the order in which the ~~vacation~~ requests are received and/or needed.

No employee may take more than six weeks of ~~vacation~~ annual leave in a calendar year regardless of the amount of ~~vacation~~ leave accrued. ~~Vacation~~ Annual leave may be taken in increments of 2 hours, subject to the approval of the department head.

D. ~~Vacation~~ Annual leave – manner of taking leave.

~~Vacation~~ Annual leave may be taken as earned by an employee subject to the approval of the supervisor. Such leave should be scheduled in advance (15 days if possible). Leave records will be maintained by the Human Resources Director.

Use of ~~vacation~~ annual leave shall not cause pay period hours to exceed normally scheduled hours.

E. ~~Vacation~~ Annual leave – terminal pay of ~~vacation~~ annual leave.

An employee who voluntarily separates from the City, shall be paid for ~~vacation~~ annual leave accumulated to the date of separation not to exceed the maximum of 213.75 hours for firefighters and 240 hours for all other employees, provided completion of twelve months or more of continuous service has occurred and that written notice has been submitted to the employee's immediate supervisor at least two weeks (30 days for Department Heads) in advance of the effective date of separation. To receive accrued leave the employee must ~~actually~~ work the notice period. The notice period shall not include ~~vacation~~ annual or sick leave or leave without pay. Any notice period may be waived by the City Administrator.

For involuntary separation due to failure in performance of duties, failure in personal conduct, or failure to follow established guidelines~~ in the Safety Program~~, accumulated ~~vacation~~ annual leave shall be withheld at the time of the employee's separation unless approved by the City Administrator.

Employees who do not give proper notice (2 weeks for most employees, 30 days for department heads) will not be paid for their accumulated ~~vacation~~ annual leave upon termination. Notice period shall not include ~~vacation~~ annual or sick leave or leave without pay.

G. ~~Vacation~~ Annual leave – payment for accumulated annual leave upon death.

The designated beneficiary of an employee who dies while employed by the City shall be entitled to payment for all the accumulated ~~vacation~~ annual leave credited to the employee's account not to exceed 240 hours at the time of death.

Section 3. Sick Leave Pay

Sick leave with pay is not a right that an employee may demand, but rather a privilege granted by the City of Mauldin for the benefit of an employee when sick. Sick leave shall be granted to an employee absent from work for any of the following reasons: sickness, bodily injury, quarantine, required medical or dental examinations, or treatment or exposure to contagious disease, when continuing work might jeopardize the health of others. Sick leave pay may also be used when an employee must care for a spouse, child, or parent.

Notification of the desire to take sick leave should be submitted to the employee's supervisor before the leave, when possible. Unexcused absences are serious matters and must be avoided.

1. Sick leave – manner of accumulation.

A Any regular full-time employee, including police officers, working the basic work period of 40 hours will accrue sick leave pay computed at the following rate:

Hours each month	Hours accrued each year

8	96

B. Regular Full-Time Firefighters shall earn at the following rate:

Hours each month	Hours accrued each year
7.1	85.5

C. Persons employed for a partial month will earn sick leave pay for that month on a prorated basis.

~~D. An employee must be employed for three months before he or she is eligible to use accumulated sick leave pay~~.

2. Sick leave pay – maximum accumulation.

   Sick leave pay is allowed to accumulate to a maximum of 720 hours. Credit for unused sick leave may be added to length of service at retirement in accordance to State Retirement System guidelines.

3. Use of sick leave pay.

Paid sick leave is not to be abused and will only be granted with pay only when the employee:

1. Contacts his or her supervisor and gives notice at least 30 minutes before their scheduled shift time.
2. Tells his or her supervisor the general nature and expected duration of the illness. If the duration is 5 days or more, please refer to the FLMA section.
3. Provides a physician's certificate, if requested by the department head or Human resources Director.
4. Keeps the supervisor informed as routinely or as requested of the status of the illness.
5. Failure to give proper notice, keep the supervisor informed, or give an expected return date may cause the employee to be placed on leave without pay status.
6. An employee will not work while he or she is on paid sick leave, nor will an employee engage in any activity that might result in financial gain to the employee or his family.
7. Using sick leave under false pretenses is a serious violation of City policy and is grounds for dismissal. The Human Resources Director is responsible for monitoring sick leave usage. The City Administrator has the right to deny use of sick leave for any claim that is not substantiated.
8. <u>No employee shall be paid for unused sick leave upon separation of employment.</u>

Section 4. Leave without pay

In situations not covered by the FMLA, the Human Resources Director may grant a full-time employee a leave of absence without pay for up to six months. The leave shall be used for reasons of personal disability after both sick leave and desired amount of annual leave has been exhausted, continuation of education, special work that will permit the City to benefit by the experience gained or the work performed, or for other reasons deemed justified by the City Administrator.

The employee shall apply in writing to the supervisor for leave. The employee is obligated to return to duty within or at the end of the time determined appropriate by the Human Resources Director. The employee shall be entitled to return to the same position held at the time leave was granted if available. If it is not available, the employee may be given an open position for which the employee is qualified. If there are no open positions, the employee may be terminated. If the employee decides not to return to work, the supervisor shall be notified immediately. Failure to report at the expiration of a leave of absence, unless an extension has been requested, shall be considered a resignation.

An employee ceases to earn leave credits on the date leave without pay begins. The employee may continue to be eligible for benefits under the City's group insurance plans, subject to any regulations adopted by the City Council and the regulations of the respective insurance carriers.

Section 5. Military leave

Employees are entitled to leave of absence and reinstatement upon return from leave of absence for military service (including Reserve and National Guard duty) as may be provided by applicable state and federal law. The provisions of these laws change from time to time and for that reason no effort is made to set forth the law in this policy.

Section 6. ~~Civil leave~~ Jury Duty

An employee will be paid for wages lost from scheduled straight time work due to jury duty up to a maximum of 80 hours per calendar year.

To qualify for this payment, an employee called for jury duty must:

A. Give his supervisor notice of such service within two work days of the time the employee is called for such service,

B. Report for work when released by the court on any day of jury service,

C. Submit a written statement from the court indicating the days of jury service and the time released each day.

Section 7. ~~Funeral Leave~~ Bereavement Leave

An employee will be paid for time actually lost from straight time scheduled work up to three (3) work days for bereavement leave for the death of a member of his immediate family. For purposes of this bereavement policy, immediate family members shall include: spouse, child, parent, brother, sister, aunt, uncle, grandparent, grandchild, parent-in-law, grandparent-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law. Step-relatives are included in the definition of immediate family members. The death of a permanent resident in the employee's home, regardless of legal relationship, will also qualify the employee for bereavement leave.

Bereavement leave must be approved by the employee's supervisor and recorded on the employee's timecard. Bereavement leave must be taken within five (5) days after the death, unless extended by the City Administrator.

Section 8. Inclement Weather Leave

The City Administrator, may declare when administrative leave will be given for adverse weather conditions. ~~No employee is expected to work when he or she feels unsafe.~~ Up to three days per calendar year may be designated administrative leave. If the adverse weather is still present after three days, annual leave will be required to be taken.

Essential employees who must work such as police, fire, or public works employees will receive pay for the hours worked in addition to the administrative leave non-essential employees receive.

Section 9. FMLA

FAMILY AND MEDICAL LEAVE ACT (Applies Only to Employees Employed 12 Months Or Longer And Who Have Worked 1250 Hours or More in the Preceding 12 Months, Both Prior to Commencement of Leave.)

General: Employees who meet the length of service and hours worked requirement described above have rights under the Family and Medical Leave Act. As a general rule, employees must request leaves of absence under this law and policy, but in appropriate situations, employees may be placed on leave status without application.

The City uses a rolling 12-month period in order to determine an employee's eligibility for leave on any given date. The 12-month period is measured backward from the date an employee wishes to use FMLA leave. Each time an employee wants to use FMLA leave, the City will look backward in time to determine how much FMLA leave the employee has used during the preceding 12 months.

An employee's employment will automatically terminate if he does not return to full active employment status at the conclusion of his leave of absence or extended leave of absence. The circumstances of any employee's situation will be evaluated prior to any decision to terminate their leave.

Reason for Leave of Absence

1. Medical and Family Leave. An eligible employee may be entitled to a leave of absence under this law and policy if a serious health condition, including disability resulting from an on-the-job injury, prevents the employee from being able to perform his job; if the employee's spouse, child or parent has a serious health condition and the employee must be absent from work in order to care for that relative; or to care for a natural child, adopted child, or formally placed foster child, provided that entitlement to leave to care for a child who is newly born or newly received in the employee's household shall end 12 months after a natural child is born or 12 months after an adopted or foster child is received in the employee's household.

2. Military Caregiver Leave. An eligible employee whose spouse, parent, child or next-of-kin is a covered service member of the Armed Forces of the United States may be entitled to leave of absence to care for the service member if he is injured while on covered active duty.

3. Qualifying Military Exigency Leave. An eligible employee whose spouse, parent or child is a member of the Armed Forces of the United States (including the National Guard and Reserves) who is either on active duty or called to active duty, and is deployed to a foreign country may be entitled to a leave of absence due to one or more qualifying exigencies arising out of the active duty or call to active duty. Qualifying exigencies are: (1) Short-notice deployment (i.e., notice of 7 days or less); (2) Military events and related activities; (3) Childcare and school activities (regular or routine childcare by the employee does not count); (4) Financial and legal arrangements; (5) Counseling; (6) Rest and recuperation; (7) Post-deployment activities; (8) Parental care, and (9) Additional activities not encompassed in the other categories, but agreed to by the employer and employee.

Proof of need for leave of absence may be required regardless of the type of leave taken.

Length of Leave

1. Medical and Family Leave. An eligible employee may take the equivalent of a total of 12 work weeks of leave during any 12 consecutive months for his own serious health condition, that of a parent, spouse or child, or to care for a newly born or newly received child. Leave to care for a newly born or newly received child must be taken consecutively. Leave required because of the employee's own serious health condition or that of a spouse, child, or parent, may be taken intermittently or by means of a modified work schedule when necessary.

2. Military Caregiver Leave. Leave to care for an injured service member may be taken for up to 26 work weeks in a single 12-month period. Any leave taken by the employee for any other FMLA-qualifying reason will count against the 26 weeks of leave permitted to care for an injured service member.

3. Qualifying Military Exigency Leave. Leave taken because of a qualifying exigency is available for up to 12 work weeks in any 12 consecutive months.

Leave taken because of a short notice deployment is limited 7 days from the date of notice, and leave taken to be with the service member during periods of rest and recuperation are limited to 15 days per period of rest and recuperation. Leave taken to attend post-deployment activities must be taken within 90 days of the end of active duty service.

Coordination of Leave and Paid Time Off

An employee who must be absent due to his own serious health condition will be paid for time lost from work from accrued sick leave and/or accrued ~~vacation~~ annual leave balances, if any. An employee who must be absent for any other FMLA-qualifying reason will be paid for time lost from work from accrued ~~vacation~~ annual and sick leave balances, if any. Leave taken under this policy counts towards the employee's 12 weeks of leave (or 26 weeks, where appropriate) regardless of whether all or part of the employee's leave is paid.

Effect of Leave on Accrual of Fringe Benefits

1. Health benefit plan. Employees taking leave under this policy must continue to pay their portion of health benefit plan premiums on the same date that such portion of premiums would be deducted from the employee's wages.

2. Accrual of paid leave. Unpaid time lost from work due to leave granted under this policy is not considered time worked for the purpose of accrual of paid time off.

Employee Responsibility

Employees who request leave under this policy must give 30 days advance notice or such lesser amount of notice as is possible in the particular circumstances. When the need for leave is unforeseeable, the employee must follow the normal procedure for reporting an absence. Employees may not engage in side employment or work for another employer without the express written permission of the City Administrator during this leave period.

Termination of Leave of Absence

A leave of absence under this policy will end when the need for the leave of absence ends, or when the maximum leave described above has been taken, whichever occurs sooner.

Reinstatement

At or before the conclusion of the FMLA leave of absence the employee is entitled to reinstatement to his former position or to a position equivalent to his former position. The employee must demonstrate that he is fit for duty and must give reasonable notice of intent to return to work.

Extension of Leave Without Benefits

An employee who is unable to perform the duties of his position due to his own disability and who has exhausted his entitlement to leave under the Family and Medical Leave Act

by taking 12 weeks of leave during any rolling 12-month period may, in the discretion of the City Administrator, upon written application, be granted up to an additional 14 weeks of leave. This additional leave of absence does not entitle the employee to reinstatement or to payment of any portion of his health benefit plan premiums. If the employee is able to return to work prior to the exhaustion of his extended leave, he may be returned to his previous position if it is vacant and is to be filled, or to some other position of equal or lesser compensation for which he is qualified and where there is a vacancy to be filled. If the employee is not returned to active employment, he may be continued on extended leave of absence status until he is returned to active duty status or his extended leave of absence expires, whichever occurs sooner.

Employees who have exhausted their FMLA leave under other circumstances, but who continue to require leave which would qualify for FMLA leave if such leave had not been exhausted, may apply for an extended leave of absence. Such extended leaves are granted only at the discretion of the City Administrator.

An employee's employment will automatically terminate if he does not return to full active employment status at the conclusion of his leave of absence or extended leave of absence. The circumstance of each employees leave will be reviewed by HR Director.

Special Situations

1. Spouses. When both a husband and a wife are employed, their combined right to a leave of absence because of the birth or placement of a child, or to care for a newly born or placed child or to care for a parent with a serious health condition is 12 weeks in a 12-month period, or 26 weeks in a single 12 month period to care for an injured service member.

2. Key Employees (salaried employee in highest paid 10% of all employees). Such employees may be denied reinstatement rights if reinstatement would cause substantial and grievous economic injury to operations.

Article VII- Wages and Hours of Work

The City utilizes a number of policies to ensure employees are paid for hours worked, are compensated for overtime (when appropriate), and that each position is classified according to state and federal employment laws.

Section 1. Hours of Work

The City's normal hours of business are from 8:30 a.m. to 5:00 p.m. However, some departments must operate outside the City's normal hours of business, and schedules of employees of those departments may differ from the City's normal hours. Each department is responsible for scheduling its employees to meet the needs of the City. Employees may be required to work overtime.

Section 2. Classification System

The Human Resources Director shall be responsible for the administration and maintenance of the position classification plan so that it will accurately reflect the duties performed by employees in the classes to which their positions are allocated. Department heads shall be responsible for bringing to the attention of the Human Resources Director (1) the need for new positions, and (2) material changes in the nature of duties, responsibilities, working conditions, or other factors affecting the classifications of any existing positions.

New positions shall be established only with the approval of the City Council after which the Human Resources Director shall either (1) allocate the new position to the appropriate class within the existing classification plan, or (2) recommend that the City Council amend the position classification plan to establish a new class to which the new position may be allocated.

When the Human Resources Director finds that a substantial change has occurred in the nature or level of duties and responsibilities of an existing position, the City Human Resources Director shall (1) direct that the existing class specification be revised, (2) reallocate the position to the appropriate class within the existing classification plan, or (3) recommend that the City Council amend the position classification plan to establish a new class to which the position may be allocated.

Section 3. Payment of Wages

Employees are paid biweekly. Employees should examine their paychecks/pay stubs immediately to ensure they have been properly paid for all hours and that no improper deductions have been made. Any payment errors must be reported to payroll within 14 days. All employees hired after this policy goes into effect will be paid via direct deposit.

The City deducts from employees' gross pay taxes and withholding required by the taxing authorities. The City may also deduct from employees' pay the employees' share of any premiums or plan contributions for insurance, retirement and similar plans that are elected by the employee. The City may make other deductions as required by law or court order. The City does not make unauthorized deductions and will reimburse employees if such deductions are made inadvertently.

Cash, debts owed the City, fringe benefits, uniforms, tools, equipment, vehicles, instruction manuals, keys, City identification cards and other items belonging to the City that are advanced or issued to an employee but not repaid or returned by him at the time of his termination are considered advances of wages, the value of which may be deducted from the employee's final pay check(s).

Section 4. Overtime

Non-exempt employees, with the exception of law enforcement and fire suppression personnel, receive overtime premiums at 1.5 times their regular hourly rate for all hours worked in excess of 40. Law enforcement personnel receive overtime premiums after 86 hours in 14 days. Fire suppression personnel receive overtime premiums after 212 hours in 28 days.

Employees must accurately record all hours worked and must have worked all hours recorded. Employees may not work “off the clock,” and employees may not work overtime without the permission of their supervisor except in cases of emergency. If an employee is instructed not to record all work hours, he must immediately report such instruction to the Human Resources Director.

Employees who are exempt from overtime receive a salary that compensates them for all hours worked in the workweek. Such employees do not receive overtime pay.

RESOLUTION __-2024

A RESOLUTION FOR ADOPTION OF AN UPDATED EMPLOYEE POLICY MANUAL

WHEREAS, Council has determined that an Employee Policy Manual, also known as an Employee Handbook, is necessary and proper to catalog common policies and procedures of the City and for the benefit of employees; and

WHEREAS, Council has previously adopted a revised Employee Policy manual in February 2020 which has been updated to reflect changes in City policies and procedures; and

WHEREAS, The updated Employee Policy Manual, attached as Exhibit A, fully replaces the existing manual and all other versions prior; and

WHEREAS, Upon Council approval, the updated Employee Policy Manual will be fully enforce and in effect from that date forward until amended or replaced.

NOW THEREFORE BE IT RESOLVED Council approves on this ____ day of August to the following:

Section 1. Repeal. All previous versions of the Employee Policy manual, also known as the Employee Handbook, are hereby repealed in their entirety.

Section 2. Adoption. The Employee Policy Manual, Revised August 2024, attached as Exhibit A, is hereby adopted and in full effect. Nothing in the City's rules, policies, handbooks, procedures or other documents relating to employment creates any express or implied contract of employment.

Section 3. Signature and Dissemination. The City Administrator is hereby directed to ensure that all employees sign a new disclaimer acknowledging

receipt of the City's updated Employee Policy Manual within 30 days. A duplicate copy of the signed disclaimer will be placed in each employee's personnel file.

_____

Terry Merritt, Mayor

ATTEST:

_____

Cindy Miller, Municipal Clerk

REVIEWED:

_____

Seth Duncan, City Administrator

CITY COUNCIL
AGENDA ITEM

MEETING DATE: August 19, 2024

AGENDA ITEM: 88c

TO: City Council

FROM: Seth Duncan, City Administrator

SUBJECT: Approval of Resolution for FY2025 Lease Purchases

REQUEST

Council is being asked to approve a Resolution to authorize the FY2025 Lease Purchases as approved in the FY2024-2025 Budget.

HISTORY/BACKGROUND

In June, Council approved a FY2024-2025 Budget that included provisions for purchasing various equipment and vehicles for City Departments. The total purchase price was not to exceed $1,414,000 for the following items:

- 6 Police Patrol Cars
- Sanitation Grapple Truck
- Side-Loader Trash Truck
- 2 Pick-up Trucks
- Sewer Camera Van
- Sewer mini Excavator

The debt service would be provided from both the General Fund and Enterprise Fund.

ANALYSIS or STAFF FINDINGS

Staff issued an RFP in July with a due date of Thursday, August 1st. Bids will be received and provided to Council with a recommendation after the bid opening date as a supplemental to this document. The City's Bond Attorney, Brad Love, is assisting with the lease purchase process.

FINANCIAL IMPACT

The lease purchase is a five (5) year agreement and servicing would be provided for in future budgets. A full breakdown of responses received is as follows:

Respondent	Interest Rate	Annual Payment	Comment(s)
Home Trust Bank	4.91%	$ 318,162.52	
Bank Funding, LLC	4.71%	$ 316,697.96	
First Citizens Bank	4.33%	$ 313,588.06	Lowest responsive bidder

Flagstar Bank	4.62%	$ 316,002.97	
Bank of Travelers Rest	4.39%	$	
Huntington Public Capital Corp	4.23%	$ 313,028.59	Non-conforming
Webster Bank	4.25%	$ 319,713.85	Non-conforming
First American	4.51%	$ 315,536.93	

Two responses were considered by the City's financial attorney, Brad Love, as non-conforming and were removed from consideration. Of those remaining, staff found that First Citizens Bank provided the lowest interest rate of the remaining respondents, and is therefore considered the lowest responsive bidder.

RECOMMENDATION

Staff recommends Council approve the FY2025 Lease Purchase agreement as presented and select First Citizens Bank as the lowest responsive bidder.

ATTACHMENT(S)

- Master Lease Agreement

RESOLUTION 07-2024

AUTHORIZING A LEASE/PURCHASE AGREEMENT, SERIES 2024 IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING $1,414,000 RELATING TO THE FINANCING OF VEHICLES AND EQUIPMENT TO BE USED FOR MUNICIPAL PURPOSES; AUTHORIZING THE EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS INCLUDING THE LEASE AGREEMENT; AND OTHER MATTERS RELATING THERETO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAULDIN, SOUTH CAROLINA, AS FOLLOWS:

Section 1. The City Council (the ***"Council"***) of the City of Mauldin, South Carolina (the ***"City"***), as lessee, hereby finds and determines that:

(a) the City is a body politic and corporate and a municipal corporation and, as such, possesses all powers granted to municipal corporations by the Constitution and general laws of the State of South Carolina; and

(b) the City desires to enter into a lease/purchase agreement (the ***"Lease"***) with First-Citizens Bank & Trust Company (the ***"Bank"***) for the purpose of financing vehicles, machinery and equipment (collectively, the ***"Equipment"***) which have been approved in the City's fiscal year 2024-2025 budget; and

(c) the payments by the City under the Lease will be subject to annual appropriation by the Council.

Section 2. The Council hereby ratifies the actions of the City Administrator and the Finance Director in soliciting proposals from various financial institutions by distributing a request for proposals. The Council hereby accepts the proposal of the Bank to finance the Equipment for a term not exceeding 5 years at an interest rate of 4.33% per annum, without further action required of the Council.

Section 3. The Council hereby authorizes the Mayor, the City Administrator, the Finance Director and the City Clerk, acting jointly or individually, to execute and deliver the Lease and such other documents and instruments as necessary to effect the execution and delivery of the Lease.

Section 4. The Lease will be designated as a "qualified tax-exempt obligation" within the meaning of and for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended, provided the Lease is executed and delivered in calendar year 2024.

Done in meeting duly assembled this 19th day of August, 2024.

CITY OF MAULDIN, SOUTH CAROLINA

_____
Mayor

ATTEST:

_____
City Clerk

STATE OF SOUTH CAROLINA)
) **CERTIFICATE OF RESOLUTION**
COUNTY OF GREENVILLE)

I, the undersigned City Clerk of the City of Mauldin, South Carolina (the ***"City"***), do hereby certify as follows:

Attached hereto is a full, true and correct copy of a resolution duly adopted by the City Council of the City at a meeting thereof duly held on August 19, 2024, which resolution has not been amended, altered or repealed but the same and each and every part thereof is in full force and effect at the date hereof.

IN WITNESS WHEREOF, I have hereunto set my Hand this 19th day of August, 2024.

CITY OF MAULDIN, SOUTH CAROLINA

_____
City Clerk

STATE OF SOUTH CAROLINA)
) **CERTIFICATE OF RESOLUTION**
COUNTY OF GREENVILLE)

I, the undersigned City Clerk of the City of Mauldin, South Carolina (the ***"City"***), do hereby certify as follows:

Attached hereto is a full, true and correct copy of a resolution duly adopted by the City Council of the City at a meeting thereof duly held on August 19, 2024, which resolution has not been amended, altered or repealed but the same and each and every part thereof is in full force and effect at the date hereof.

IN WITNESS WHEREOF, I have hereunto set my Hand this 19th day of August, 2024.

CITY OF MAULDIN, SOUTH CAROLINA

_____
City Clerk

MASTER LEASE AGREEMENT

LESSOR: _____
_____
_____

LESSEE: **CITY OF MAULDIN, SOUTH CAROLINA**
5 EAST BUTLER ROAD
MAULDIN, SOUTH CAROLINA 29662

This Master Lease Agreement, made and entered into on August 30, 2024, (together with any amendments hereto made in accordance herewith, the ***"Master Lease"***), entered into by and between _____ (the ***"Lessor"***), as the lessor hereunder, and the **CITY OF MAULDIN, SOUTH CAROLINA** (the ***"Lessee"***), as lessee hereunder.

WITNESSETH:

WHEREAS, the Lessee is a public body corporate and politic and a municipal corporation organized and existing pursuant to the laws of the State of South Carolina, and is authorized thereunder to enter into this Master Lease; and

WHEREAS, the Lessor has the requisite corporate power to enter into this Master Lease; and

WHEREAS, the City Council of the City of Mauldin (the ***"Council"***), the governing body of the Lessee, has determined, and hereby determines, that it is in the Lessee's best interest to purchase certain equipment as more particularly described on **Schedule A** attached hereto and incorporated herein by reference (collectively, the ***"Equipment"***) through this Master Lease with the Lessor; and

WHEREAS, the acquisition of the leased property serves a valid corporate and public purpose of the Lessee; and

WHEREAS, the execution, delivery and performance of the Master Lease by the Lessor has been authorized and approved by all necessary and appropriate action of the Lessor;

NOW, THEREFORE, for and in consideration of the financing of the Master Lease described herein provided by the Lessor, the payment of the Lease Payments (as hereinafter defined) by the Lessee, the mutual promises, conditions and covenants herein set forth, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

MASTER LEASE; SCHEDULES

The Master Lease is a master lease agreement to which one or more schedules (hereinafter referred to as ***"Schedule"*** or ***"Schedules"***) may, from time to time, be annexed hereto. Each Schedule shall provide, without limitation, a description of the relevant Equipment (hereinafter defined) leased thereunder, the term of such Schedule, Lease Payment(s), Equipment location and commencement date of such Schedule. The terms of each Schedule hereto shall be subject to any and all conditions and provisions set forth herein (as the same may be amended from time to time), which terms are and shall be

incorporated by reference into each Schedule. It is the express intent of the parties that each Schedule shall be enforceable as an independent contract according to the terms and conditions contained therein and herein. In the event of a conflict between the language of the Master Lease and any Schedule, the language of such Schedule shall prevail with respect to the transaction governed by such Schedule.

TERMS AND CONDITIONS APPLICABLE TO EACH SCHEDULE

1. MASTER LEASE. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, in accordance with the terms and conditions set forth herein and in the Schedules, the personal property described in such Schedule, together with all replacement parts, repairs, additions, accessories and systems incorporated therein or affixed thereto.

2. NO WARRANTIES. Lessee acknowledges that it has selected both (a) the Equipment listed in the Schedule and (b) the supplier (the ***"Supplier"***) from whom Lessor is to purchase said Equipment. In this respect, Lessee acknowledges that Lessor is not the manufacturer of said Equipment nor the agent of said manufacturer or Supplier. LESSEE FURTHER ACKNOWLEDGES THAT LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT INCLUDING, BUT NOT LIMITED TO, (i) THE FITNESS, DESIGN, OR CONDITION OF THE EQUIPMENT; (ii) THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; (iii) THE QUALITY OR CAPACITY OF THE EQUIPMENT, THE MATERIALS IN THE EQUIPMENT, OR WORKMANSHIP IN THE EQUIPMENT; (iv) ANY LATENT DEFECTS IN THE EQUIPMENT; (v) ANY PATENT, COPYRIGHT, OR TRADE SECRET INFRINGEMENT; (vi) THE CONDITION OF TITLE TO THE EQUIPMENT, AND SPECIFICALLY AS TO WHETHER SUCH TITLE IS FREE AND CLEAR OF LIENS, SECURITY INTERESTS AND OTHER ENCUMBRANCES; AND (vii) THE COMPLIANCE OF THE EQUIPMENT WITH ANY REQUIREMENTS OF LAW, RULE, SPECIFICATION, OR CONTRACT PERTAINING THERETO. Lessee further acknowledges that it is leasing the Equipment from Lessor in an "as is" condition and that no defect or unfitness of the Equipment shall relieve Lessee of Lessee's obligation to pay rent or any other obligation Lessee may have under the terms of the Master Lease. It is agreed that Lessor shall have no obligation to install, erect, test, adjust, repair, or service the Equipment. If the Equipment is not properly installed, does not operate as represented or warranted by the manufacturer or the Supplier or is unsatisfactory for any reason, Lessee shall make a claim on account thereof solely against the Supplier and/or manufacturer and shall, nevertheless, pay Lessor all Lease Payments (as defined herein) payable hereunder. As between Lessee and Lessor and only in those instances where the Supplier and/or manufacturer of the Equipment has provided any warranty or guarantee of any nature whatsoever applicable to the Equipment, Lessor hereby assigns to Lessee whatever assignable interest, if any, Lessor may have in such warranty or guarantee. The aforesaid assignment shall not in any way be deemed to limit, negate, or otherwise affect the disclaimer of warranties contained in this **Section 2**, and Lessor shall not incur any duties arising out of any Supplier's and/or manufacturer's warranties or guarantees. Further, Lessor shall not incur any liability whatsoever arising out of any breach of any Supplier's and/or manufacturer's warranties or guarantees applicable to the Equipment.

3. ORDERING EQUIPMENT. Lessee agrees to order the Equipment from the Supplier shown in each Schedule. Lessee agrees to arrange for delivery of the Equipment so it can be accepted in accordance with **Section 4** hereof. Lessee hereby authorizes Lessor to insert in the applicable Schedule the serial numbers and other identification data of the Equipment when determined by Lessee.

4. DELIVERY AND ACCEPTANCE. Lessee shall inspect the Equipment promptly after delivery to Lessee. Within ten (10) days following the delivery of the Equipment to Lessee, Lessee shall furnish to Lessor a written statement (a) stating that (i) Lessee has fully inspected the Equipment; (ii) the

Equipment is in good condition and repair; (iii) Lessee has accepted the Equipment; and (iv) Lessee irrevocably approves the payment of the invoice of the Supplier pertaining to the Equipment; or (b) specifying any objection to the Equipment. Any statement given by Lessee to Lessor to the effect that the matters set forth in subsection (a) of this **Section 4** are true and correct shall, as between Lessor and Lessee, be binding upon and irrevocable by Lessee and may be conclusively relied upon by Lessor. Unless such statement specified in subsection (b) of this **Section 4** is received by Lessor within such ten (10) day period, Lessor may conclusively presume as between Lessor and Lessee that the matters set forth in subsection (a) of this **Section 4** are true and correct and that Lessee irrevocably approves the payment of the invoice pertaining to the Equipment. Nothing contained in the Master Lease shall impose upon Lessor any duty of delivery of the Equipment or installation thereof or maintenance with respect thereto. If any Equipment is not accepted by the Lessee, such Equipment shall be returned to the Supplier or its designee without any expenses or penalty to the Lessee.

5. LEASE TERM AND LEASE PAYMENT. This Master Lease shall be effective as of the date of execution by the Lessor.

The term of this Master Lease shall commence as of the date of execution hereof, and shall continue until the end of the Lessee's then fiscal period such being June 30, 2025 (the ***"Original Term"***) with payments to be made by Lessee as set forth on **Schedule B** attached hereto and made a part hereof, as it may be amended hereunder (the ***"Lease Payments"***) upon the lease of additional Equipment. The Lessee shall have the option to continue this Master Lease, subject to annual appropriation by the Council, for such additional fiscal periods plus the concluding fractional fiscal period (the ***"Renewal Terms"***) needed to complete the anticipated total term of the Master Lease as set forth in **Schedule B**, as it may be amended hereunder.

A portion of each Lease Payment is paid as, and represents payment of interest, and a portion of each Lease Payment is paid as, and represents payment of principal. Set forth in **Schedule B** are the interest component and the principal component of each Lease Payment during the term of the Master Lease. The interest component of each Lease Payment shall be calculated on the basis of a 360-day year and the actual number of days elapsed. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing). A supplemental **Schedule B** shall be prepared upon the lease of additional Equipment.

Notwithstanding any dispute between Lessee and (i) the Supplier and/or manufacturer of the Equipment or (ii) Lessor, Lessee shall make all payments when due (subject to the provisions of **Section 18(a)** hereof), subject to annual appropriation by the Council, and shall not withhold any payments or portions thereof, pending final resolution of such dispute. Lessee hereby covenants it will not assert any right of setoff or counterclaim against its obligation to make the payments provided for in **Schedule B** and that it will take such action as is necessary under the laws applicable to Lessee to budget for, seek appropriation for, and include and maintain funds sufficient and available to discharge its obligation to meet all payments due during the term of the Master Lease pursuant to the provisions of this Master Lease.

No late fee can be assessed against Lessee unless the Lease Payment is more than seven (7) days past due.

6. NONAPPROPRIATION OF FUNDS. In the event no funds or insufficient funds are appropriated and budgeted or are not otherwise available by any means whatsoever in any fiscal year for Lease Payments due under this Master Lease and **Schedule B**, then the Lessee will immediately notify the Lessor or its assignee of such occurrence and the Master Lease shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Lessee of any kind

whatsoever, except as to the portions of Lease Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination due to the nonappropriation of funds by the Council, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by the Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

7. AUTHORITY AND AUTHORIZATION. Lessee represents, covenants and warrants, and as requested by Lessor, will deliver an opinion of counsel to the effect that: (i) Lessee is a municipal corporation of the State of South Carolina; (ii) the execution, delivery and performance by Lessee of the Master Lease and each Schedule have been duly authorized by all necessary action on the part of the Lessee; and (iii) the Master Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms. Lessee agrees that (i) it will do or cause to be done all things necessary to preserve and keep the Master Lease in full force and effect; (ii) it has complied with all bidding requirements where necessary and by due notification presented the Master Lease and the Schedule for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year.

8. TITLE. Upon acceptance of the Equipment by Lessee hereunder, title to the Equipment will vest in Lessee; subject to reversion to Lessor (i) in the event of termination of the Master Lease by Lessee pursuant to **Section 6** hereof or (ii) upon the occurrence of an Event of Default hereunder related to such Equipment, and as long as such Event of Default is continuing. Upon the occurrence of (ii) above, the title to only such Schedule which includes Equipment to which the Event of Default relates shall be deemed to revert to Lessor.

9. SECURITY INTEREST. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a security interest in any and all right, title and interest of Lessee in the Equipment and all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom, (ii) agrees that the Master Lease and the Schedules, if requested by the Lessor, may be filed as a financing statement evidencing such security interest, and (iii) agrees to execute and deliver any financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest, provided, however, any Equipment shall secure only the Lease Payments related to the lease of such Equipment. The Lessor acknowledges that under the present laws of the State of South Carolina, governmental transfers of a security interest are exempt from the South Carolina Uniform Commercial Code and that the security interest may not be perfected as such term is used in the South Carolina Uniform Commercial Code.

10. PERSONAL PROPERTY. The Equipment is and will remain personal property and will not be deemed to be affixed or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon.

11. LOCATION; INSPECTION. The Equipment shall be delivered to the location specified on **Schedule A** or, if none is specified, at Lessee's address set forth above. Lessor shall have the right to inspect the Equipment at any reasonable time.

12. CARE AND USE OF EQUIPMENT. Lessee, at its own cost and expense, shall maintain the Equipment in good operating condition, repair, and appearance, and shall protect such Equipment from deterioration other than normal wear and tear; shall use the Equipment in the regular course of its business only, within its normal capacity, without abuse, and in a manner contemplated by

the manufacturer thereof; and shall not make modifications, alterations, or additions to the Equipment (other than normal operating accessories or controls), without the written consent of Lessor, which shall not be unreasonably withheld. All modifications, repairs, alterations, additions, replacements, substitutions, operating accessories, and controls shall accrue to the Equipment and become the property of the Lessee, subject to **Sections 18 and 19** hereof. Lessor shall have the right, during normal hours, to enter upon the premises where the Equipment is located in order to inspect, observe, or otherwise protect Lessor's interest, and Lessee shall cooperate in affording Lessor the opportunity to do the same. For the purpose of assuring Lessor that the Equipment will be properly serviced, Lessee agrees to cause the Equipment to be maintained pursuant to the manufacturer's standard preventive maintenance contract and/or recommendations and will provide proof of proper maintenance to the Lessor at the Lessor's written request. Lessee agrees that Lessor shall not be responsible for any loss or damage whatsoever to the Equipment, nor shall Lessor be responsible for latent defects, wear and tear or gradual deterioration or loss of service, or use of the Equipment or any part thereof. Lessor shall not be liable to Lessee or anyone else for any liability, claim, loss, damage, or expense of any kind or nature caused directly or indirectly by the inadequacy of the Equipment, or any item supplied by the Supplier or another party, any interruption of use or loss of service or use of performance of any Equipment; and loss of business or other consequence or damage, whether or not resulting from any of the foregoing.

Any obligation of Lessee under this **Section 12** to pay money shall be limited solely to the payment of such moneys, if any, as shall be then appropriated and budgeted and legally available or otherwise legally available to the Lessee and legally applicable to the purpose for which payment is to be made.

13. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all liens and encumbrances except those created under the Master Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment. If Lessee fails to pay any charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay such charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under the Master Lease, Lessee shall promptly reimburse Lessor therefor.

14. RISK OF LOSS; DAMAGE; DESTRUCTION. Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligations to make Lease Payments or to perform any other obligation under the Master Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessee determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (the ***"Destroyed Equipment"***) and the Lessee is current in making its Lease Payments, then the Lessor will provide the necessary documentation (such as title to the Destroyed Equipment) to the Lessee to enable the Lessee to sell the Destroyed Equipment without the Lessee paying any additional monies to the Lessor.

15. INSURANCE. Lessee, will, at its expense, maintain at all times during the term of this Master Lease, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or the Lessee may self-insure against any or all such risks. In no event will the insurance limits be less than the amount of the then applicable purchase option price with respect to such Equipment computed pursuant to **Section 16** hereof. The proceeds of any such policies will be payable to Lessee as its interest may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance if required. In the event that Lessee has self-insured, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss,

damage, injury or accident in excess of $100,000 involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

16. PURCHASE OPTION. At its option at any time, the Lessee may prepay the outstanding principal component of the amount advanced under a Schedule (in whole but not in part), and thereby obtain ownership of all the Equipment (if prepaid in whole) under that Schedule free of this Master Lease and the Lessor's security interest in the Equipment, by paying (a) all Lease Payments then due and payable, including all interest accrued and unpaid to the prepayment date, and (b) 100% of the outstanding principal component of the amount advanced under such Schedule to be prepaid. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that Lessor will warrant to Lessee that the Equipment is free and clear of any liens created by Lessor.

17. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of the Master Lease or the Equipment or any interest in the Master Lease or the Equipment, or (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights and interest in and to the Master Lease, the Equipment and any other documents executed with respect to the Master Lease and/or grant or assign a security interest in the Master Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under the Master Lease. Subject to the foregoing, the Master Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Upon assignment of Lessor's interests herein, Lessor will cause written notice of such assignment to be sent to Lessee which will be sufficient if it discloses the name of the assignee and address to which further payments hereunder should be made. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

18. EVENTS OF DEFAULT. The term ***"Event of Default"*** as used herein, means the occurrence of any one or more of the following events:

(a) Lessee fails to make any Lease Payment (or any other payment), except as specifically provided in **Section 6** herein, as it becomes due in accordance with the terms of the Master Lease, and any such failure continues for ten (10) days after the due date thereof; provided, however, no late fee can be assessed against Lessee unless the Lease Payment is more than seven (7) days past due;

(b) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; or

(c) The discovery by Lessor that any statement, representation, or warranty made by Lessee in this Master Lease, the Schedule or in any writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect.

19. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies as to the Schedule or Lease Payment subject to the Event of Default provided that an Event of Default pertaining to a Schedule shall not constitute an Event of Default related to any other Schedule:

(a) By written notice to Lessee, declare an amount equal to such amount then due under such Schedule to the Master Lease to be immediately due and payable, whereupon the same shall become immediately due and payable; provided, however, that the actual amount due as of the date of such acceleration shall be limited to the unpaid principal component and interest component of Lease Payments accrued to the date of expiration of the fiscal year in which such acceleration occurs;

(b) By written notice to the Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment subject to the Schedule to which the Event of Default relates to Lessor in the manner set forth in **Section 6** hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same;

(c) Sell or lease the Equipment or any part thereof which is the subject of the Schedule to which the Event of Default relates, at public auction or by private sale or lease at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee and, if notice thereof is required by law, any notice in writing of any such sale or lease by Lessor to Lessee not less than ten (10) days prior to the date thereof shall constitute reasonable notice thereof to Lessee;

(d) Proceed by appropriate action either by law or in equity to enforce performance by Lessee of the applicable covenants of this Master Lease or to recover damages for the breach thereof; or

(e) Exercise any and all rights accruing to a secured creditor under the South Carolina Uniform Commercial Code to a Lessor under any applicable law.

In addition, Lessee will remain liable for all covenants under the Master Lease.

Any obligation of Lessee under this **Section 19** to pay money shall be limited solely to the payment of such moneys, if any, as shall be then appropriated and budgeted and legally available or otherwise legally available to the Lessee and legally applicable to the purpose for which payment is to be made.

20. NOTICES. All notices to be given under this Master Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five (5) days subsequent to mailing.

21. LEASE PROCEEDS. Any proceeds received by the Lessee from the Lessor under this Master Lease shall be deposited directly into an account of the Lessee to acquire the Equipment and will not be placed into an escrow account.

22. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Master Lease.

23. GOVERNING LAW. This Master Lease shall be construed in accordance with, and governed by the laws of the State of South Carolina.

24. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to

the transaction(s) contemplated by this Master Lease. At the request of Lessor, Lessee will furnish Lessor a copy of Lessee's most recent audited financial statements within 180 days after the end of Lessee's fiscal year.

25. ENTIRE AGREEMENT; WAIVER. The Master Lease and the Schedule, together with the attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the Master Lease of the Equipment, and the Master Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Master Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Master Lease. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Master Lease to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:	**LESSEE:**
_____	**CITY OF MAULDIN, SOUTH CAROLINA**
By:_____	_____
Its:_____	Terry Merritt, Mayor

SCHEDULE A

MASTER LEASE SCHEDULE NO. 1 DATED 08/30/24
(PURSUANT TO MASTER LEASE AGREEMENT DATED 08/30/24)

DESCRIPTION OF EQUIPMENT

DESCRIPTION
Police vehicles
Public works side loader trash truck (sanitation)
Public works grapple truck (sanitation)
Sewer camera van
Pickup truck
Such other equipment designated by the City

EQUIPMENT LOCATION
City of Mauldin, South Carolina

SCHEDULE B

MASTER LEASE SCHEDULE NO. 1 DATED 08/30/24
(PURSUANT TO MASTER LEASE AGREEMENT DATED 08/30/24)

LEASE PAYMENT SCHEDULE

LESSEE'S FISCAL YEAR: **July 1 to June 30**

EXPIRATION OF FINAL RENEWAL TERM: _____

INTEREST RATE: **%**

Date	Pymt No.	Interest	Principal	Debt Service	Balance

SCHEDULE C

MASTER LEASE SCHEDULE NO. 1 DATED 08/30/24
(PURSUANT TO MASTER LEASE AGREEMENT DATED 08/30/24)

ESSENTIAL USE LETTER

DATE: AUGUST 30, 2024

TO: _____

RE: MASTER LEASE AGREEMENT DATED AUGUST 30, 2024

This letter is being written with respect to the use of the Equipment (herein so called) to be leased to the undersigned under the above-referenced Master Lease Agreement. The Equipment will be used by a department or division of the City of Mauldin, South Carolina, for the following purposes:

Public safety, public works and general government

The undersigned hereby represents that the use of the Equipment is essential to its proper, efficient, and economic operation.

LESSEE:

CITY OF MAULDIN, SOUTH CAROLINA

_____
Seth Duncan, City Administrator

SCHEDULE D

MASTER LEASE SCHEDULE NO. 1 DATED 08/30/24
PURSUANT TO MASTER LEASE AGREEMENT DATED 08/30/24

OPINION OF CITY ATTORNEY

DATE: AUGUST 30, 2024

TO: _____

RE: MASTER LEASE AGREEMENT DATED AUGUST 30, 2024, BY AND BETWEEN _____ (THE *"LESSOR"*) AND THE CITY OF MAULDIN, SOUTH CAROLINA (THE *"LESSEE"*)

Ladies and Gentlemen:

I am the City Attorney for the **City of Mauldin, South Carolina** (the ***"Lessee"***), and pursuant to the above-referenced transaction, I am familiar with the Master Lease Agreement (the ***"Master Lease"***) dated August 30, 2024, by and between _____ (the ***"Lessor"***) and the Lessee.

Based on the examination of this and such other documents, records and papers as I have deemed to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. The Lessee is a public body corporate and politic and a municipal corporation organized and existing pursuant to the laws of the State of South Carolina and is authorized by the Constitution and laws of the State of South Carolina to enter into the transactions contemplated by the Master Lease and to carry out its obligations thereunder.

2. The Master Lease has been duly authorized, executed and delivered by the Lessee and assuming the valid execution and delivery of the Master Lease by the Lessor, the Master Lease constitutes a valid, legal and binding agreement enforceable in accordance with its terms.

3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Master Lease and the transactions contemplated thereby.

4. The entering into and performance of the Master Lease and other related documents will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or the Equipment (as defined in the Master Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument by which the Lessee is a party or by which it or its assets may be bound other than as contemplated in the Master Lease.

5. There are no actions, suits or proceedings pending or, to the knowledge of the Lessee, threatened against or affecting the Lessee in any court or before any governmental commission, board or authority, which, if adversely determined, will have a material

adverse effect on the ability of the Lessee to perform its obligations under the Master Lease.

6. The Equipment is personal property and, when subject to use by the Lessee, will not be or become fixtures under the laws of the State of South Carolina.

It is to be understood that the rights of the Lessor or any assignor or holder of the Master Lease and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

City Attorney

SCHEDULE E

MASTER LEASE SCHEDULE NO. 1 DATED 08/30/24
(PURSUANT TO MASTER LEASE AGREEMENT DATED 08/30/24)

CERTIFICATE OF APPROPRIATION

I, Seth Duncan, City Administrator of the City of Mauldin, South Carolina (the ***"City"***), hereby certify that there are no lease payments due by the City under that certain Master Lease Agreement dated August 30, 2024 between the City, as lessee, and _____, as lessor, for the fiscal year ending June 30, 2025.

IN WITNESS WHEREOF, I have set my hand this 30th day of August, 2024.

LESSEE

CITY OF MAULDIN, SOUTH CAROLINA

_____
Seth Duncan, City Administrator

SCHEDULE F

MASTER LEASE SCHEDULE NO. 1 DATED 08/30/24
(PURSUANT TO MASTER LEASE AGREEMENT DATED 08/30/24)

DESIGNATION OF AUTHORIZED REPRESENTATIVES

I, Cindy Miller, do hereby certify that I am the duly appointed City Clerk of the City of Mauldin, South Carolina (the ***"City"***), a municipal corporation duly organized and existing under the laws of the State of South Carolina, that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected Mayor of the City and the duly appointed City Administrator of the City, holding the office set forth opposite his respective name. I further certify that the signatures set opposite their names and titles are their true and authentic signatures.

NAME	TITLE	SIGNATURE
Terry Merritt	Mayor	_____
Seth Duncan	City Administrator	_____

IN WITNESS HEREOF, I have duly executed this certificate this 30th day of August, 2024.

_____
Cindy Miller, City Clerk

CITY COUNCIL
AGENDA ITEM

MEETING DATE: August 19, 2024

AGENDA ITEM: 8

TO: City Council

FROM: Seth Duncan, City Administrator

SUBJECT: Reappointments to Mauldin Public Facilities Corporation

REQUEST

Council is being asked to reappoint a slate of candidates to the Mauldin Public Facilities Corporation (MPFC).

HISTORY/BACKGROUND

The Mauldin Public Facilities Corporation was created by the City in order to facilitate the issuance of Installment Purchase Revenue Bonds (IPRB) back in 2020. The MPFC operates with a board of directors that are appointed by Council and meet annually to elect officers. The board currently operates with three members, where these three individuals are neither City employees nor City elected officials. Each board member, or director, serves for three years.

The purpose of the MPFC is to do the following:

a. To accept, buy, sell, own, hold, lease, develop, operate, mortgage, insure, pledge, assign, transfer or otherwise receive or dispose of real and personal property.
b. To engage in any and all lawful activities necessary or incident to the foregoing purposes, except as limited herein.
c. To do any other act or thing incidental to or connected with the foregoing purposes or in advancement thereof, but not for the pecuniary profit or financial gain of its directors or officers. In furtherance of its corporate purposes, the Corporation shall have all general powers enumerated in Code Section 33-31-302 (or the corresponding provisions of any subsequent law).

ANALYSIS or STAFF FINDINGS

City Council previously appointed the following individuals to serve as the Board of Directors for the MPFC:

- Dianna Gracely
- Rodney Neely
- Cristina Ortiz

Staff has confirmed with each of the above named individuals that they wish to continue serving in their capacity as board members for the MPFC.

FINANCIAL IMPACT

None.

RECOMMENDATION

Staff recommends Council reappoint the above named candidates to the MPFC for a three-year term.

ATTACHMENT(S)

- Resolution – Mauldin Public Facilities Corporation Board of Directors

RESOLUTION _____-2024

A RESOLUTION TO REAPPOINT THE BOARD OF DIRECTORS TO THE MAULDIN PUBLIC FACILITIES CORPORATION

WHEREAS, the City of Mauldin ("City") established the Mauldin Public Facilities Corporation ("Corporation") exclusively for the exercise of essential governmental functions for the benefit of, to perform the functions of, and to carry out the purposes of the City; and

WHEREAS, the Corporation is directed by a three-member Board of Directors who were previously appointed by City Council; and

WHEREAS, the City finds it necessary and proper to reappoint these members to continue serving the great City of Mauldin for an additional three-year term ending in August 2027; and

WHEREAS, the reappointed members shall continue to serve until such time as they are reappointed, a successor is appointed and qualified, or until such Director's earlier death, resignation, incapacity to serve, or removal.

NOW, THEREFORE, BE IT RESOLVED, by the Mauldin City Council that:

Section 1. Naming of Board Members. The following persons are hereby reappointed to the Board of Directors for the Mauldin Public Facilities Corporation and until their successors shall be elected and shall qualify:

Dianna Gracely

Rodney Neely

Cristina Ortiz

Section 2. Effective Date. This Resolution shall be in full force and effective from and upon its adoption.

ADOPTED AND APPROVED, this ___ day of August, 2024.

_____
Terry W. Merritt, Mayor

ATTEST:

_____
Cindy Miller, Municipal Clerk

Introduced by: _____

Reviewed:

_____
Seth Duncan, City Administrator

CITY COUNCIL
AGENDA ITEM

MEETING DATE: August 19, 2024

AGENDA ITEM: 8

TO: City Council

FROM: Public Works Director, Matthew Fleahman

SUBJECT: Resolution Authorizing the Sale of Old/Damaged Equipment

REQUEST

Council is asked to approve a Resolution authorizing the sale of old/damaged equipment by public auction.

HISTORY/BACKGROUND

With the purchase of new vehicles and equipment over the past years, the Police, Public Works, and Recreation Departments now have several old, outdated, and/or damaged vehicles and equipment which need to be disposed of. 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 included on the attachment to this agenda. The City does not use any of the items currently, nor does the City 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, unless otherwise required to be deposited into a restricted fund. One vehicle from the Police Department was a drug seizure and the proceeds from the sale shall go into the drug fund.

TIMELINE

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

RECOMMENDATION

Staff recommends Council approve the Resolution authorizing the sale of the old/damaged vehicles and equipment by public auction.

RESOLUTION ___-2024

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, unless required to be added to other restricted funds; and

WHEREAS, Upon Council approval, the items will be sold at public auction within 60 days.

NOW THEREFORE BE IT RESOLVED Council approves on this ____ day of August to sell the equipment listed on the attached Capital Assets list at public auction with the proceeds added to the General Fund.

_____

Terry Merritt, Mayor

ATTEST:

_____

Cindy Miller, Municipal Clerk

REVIEWED:

_____

Seth Duncan, City Administrator

City of Mauldin
Capital Assets to Be Sold

ID	Make	Model	Year	Vin	Department
110	Dodge	Charger	2011	2B3CL1CT8BH600054	Police Department
119	Dodge	Charger	2012	2C3CDXAT9CH237173	Police Department
154	Dodge	Charger	2014	2C3CDXAT4EH185907	Police Department
156	Dodge	Charger	2014	2C3CDXAT6EH185908	Police Department
118	Dodge	Charger	2014	2C3CDXAT8EH367612	Police Department
106	Dodge	Charger	2014	2C3CDXAT9EH367571	Police Department
117	Chevy	Colorado	2006	1GCCS198168243039	Police Department
127	Ford	Expedition	2011	1FMJK1H50BEF16073	Police Department
103	Chevy	Tahoe	2015	1GNLCDEC1GR439302	Police Department
153	Chevy	Tahoe	2016	1GNLC2EC2FR239077	Police Department
50	Cadillac	Escallade	2016	1GYFK66877R272632	Police Department
	Frontier	Cargo Trailer	2006	5SWBC08157001790	Police Department
805	Sewer Equipment	747-FR-2000	1999	1486	Public Works
763	Massimo	MSU 500-EFI	2012	LWGMDTZ49CA002969	Public Works
578	Bandit	1890XP	2008	4FMUS21108R002280	Public Works

Sports Equipment to Be Sold

1. Cybex- Arc Trainer
2. Quantum (brand)- seated abdominal crunch machine (plate loaded)
3. Quantum- seated Triceps extension machine (plate loaded)
4. Quantum- seated bicep curl machine (plate loaded)
5. Quantum- seated leg curl machine (plate loaded)
6. Quantum- seated Lat pulldown machine (plate loaded)
7. Quantum- seated abduction/adduction machine (plate loaded)
8. Quantum—seated leg extension machine (plate loaded)
9. Quantum- seated diverging row machine (plate loaded)
10. Quantum- seated diverging chest press (plate loaded)
11. Quantum- seated rotary torso (plate loaded)
12. True (brand) seated upright stationary bike
13. True- seated upright stationary bike
14. Vision Series- spin bike
15. Vision Series- spin bike
16. Vision Series- spin bike
17. True (brand)- seated recumbent bike
18. True- seated upright bike stationary bike
19. True- CS550 Treadmill
20. True- CS560 Treadmill
21. True- CS560 Treadmill

Materials to be Sold

# of	Make	Model	Year	Description	Department
6	Dodge	Charger	2022	Rear Bench	Police Department
30	Ford	Explorer	2021	Middle Bench	Police Department
30	Ford	Explorer	2021	Rear Bench	Police Department

CITY COUNCIL
AGENDA ITEM SUMMARY

MEETING DATE: August 19, 2024
AGENDA ITEM: 8f

TO: City Council
FROM: Chief George Miller
SUBJECT: Purchase of Trailers for MPD Community Division

REQUEST

MPD is seeking Council approval for the use of Alcohol and Drug Abuse Fund funds to purchase two towable (2) trailers for the Community Division team to store and transport various equipment.

HISTORY/BACKGROUND

MPD currently has two (2) trailers in inventory with one being a K-9/Traffic trailer and a small trailer that was donated from Bi-Lo over twenty (20) years ago that is being used for Community team. The Bi-Lo trailer is too small to accommodate all of their needs. When necessary, the K-9/Traffic trailer is used by the Community team, but the equipment must be unloaded and secured so that the Community team can use it.

ANALYSIS or STAFF FINDINGS

Due to the Community Division team expanding in personnel and more commitments/demand, it has been determined that the Community Division needs two (2) trailers to keep up with their events. One (1) trailer is a 5x8 enclosed trailer and one (1) trailer is a 7x14 enclosed trailer. Some of the things carried in these trailers will be the DUI cart with cones, promotional items for community and recruitment events, cones, etc. The old Bi-Lo donated trailer will be sold.

FISCAL IMPACT

The Fiscal Impact would be $15,500. These funds would come from the Alcohol and Drug Abuse Fund, 370-421-795. These funds are given to the department each year by the Phoenix Center and put into this account to spend on drug and alcohol awareness related expenses. There is $24,800.00 in the Alcohol and Drug Abuse Fund currently, and if approved, a balance of approximately of $9,300 will remain. The Phoenix Center, in the next couple of weeks, will be delivering checks for this year.

RECOMMENDATION

The recommendation is to authorize the purchase of two trailers to assist the Community Division team in their activities with the community. These trailers will be purchased from state contract and not to exceed $15,500.

ATTACHMENTS

CITY COUNCIL

AGENDA ITEM

MEETING DATE: August 19, 2024

AGENDA ITEM: 8g

TO: City Council

FROM: Seth Duncan, City Administrator

SUBJECT: Financial Advisory Services Agreement

REQUEST

Council is being asked to authorize the City Administrator to sign and engage First Tryon Advisors to serve as the City's Financial Advisor.

HISTORY/BACKGROUND

In June, staff issued a Request for Qualifications (RFQ) to solicit responses from qualified independent registered municipal financial advisory firms to serve as the City's financial advisor. The City received three responses from the following companies:

- PFM Financial Advisors
- First Tryon Advisors
- Stifel

Each of the respondents were well qualified and capable of serving the City. Upon reviewing each of the respondent's RFQ response, staff interviewed two respondents (First Tryon Advisors and Stifel).

ANALYSIS or STAFF FINDINGS

First Tryon Advisors is a very well qualified firm with a long history of successful partnerships with cities and organizations across South Carolina and beyond. The firm is a full service financial advisory firm serving the needs of state and local governments, utilities, and non-profit organizations. The firms focus is the Southeast and mid-Atlantic regions, with more than 400 clients nationwide.

The City will work directly with Walter Goldsmith, President and CEO, as well as Andy Smith, the firms managing director. Mr. Goldsmith is based out of Charlotte, while Mr. Smith is based in Columbia. Both individuals are well known by both the City Administrator and Finance Director, and have a stellar reputation in South Carolina.

First Tryon's services generally consists of three phases: (1) pre-planning, (2) transaction implementation, and (3) ongoing services. These are broken down further below.

Pre-Planning	• Understanding the City's short/long-term objectives • Policy development and review • Debt Capacity/Affordability • Debt Modeling and Capital Planning

	• Evaluation of Financing Alternatives • Credit Strategy • Monitor refinancing opportunities • Apprise City of market conditions
Transaction Implementation	• Timeline development and management • Assistance with procurement of finance team members • Meeting coordination among finance team members • Document development and review • Preparation for and coordination of rating agency meetings • Comprehensive Plan of Finance Development • Coordinate bond sale • Evaluate negotiated pricing levels and verify competitive bids • Assist with the investment of bond proceeds
Ongoing Services	• Rating surveillance and credit matters • Monitor refinancing opportunities • Keep City informed of new regulations, economic conditions and changes in credit rating methodologies • Evaluate underwriter/bank proposals, as requested • Attend and present at meetings, as requested • Provide assistance with ongoing 15c2-12 compliance

Ultimately, First Tryon is a well balanced and full-service firm that can meet or exceed the needs of the City with a team of knowledgeable and known professionals. Staff fully recommends their selection as the City's financial advisor.

FINANCIAL IMPACT

Expenses will vary from year to year and mostly depend upon the City's borrowing activity. The City does anticipate issuing lease purchases in the next fiscal year and will likely issue H&A Bonds for an upcoming project.

First Tryon proposes a simple approach regarding compensation which is a flat fee based on the services provided. The fee is negotiable and is value based. For transactional work, fees are calculated based upon type of issuance, market, method of sale and the like. The firm also requires customary out-of-pocket expenses to be covered including travel expenses, printing/copying, etc. These are all routine and consistent with standard practices.

The agreement is not term limited and can be terminated at any time with a simple 30 day notice.

RECOMMENDATION

Staff recommends Council approve First Tryon Advisors as the City's Financial Advisor and authorize the City Administrator to take all action necessary to retain and engage their services.

ATTACHMENT(S)

- Financial Advisory Services Agreement
- First Tryon RFQ Response

FINANCIAL ADVISORY SERVICES AGREEMENT

This Agreement (this "**Agreement**") is made by and between the City of Mauldin, South Carolina (the "**Client**") and First Tryon Advisors, LLC (the "**Advisor**"), as of the date acknowledged and accepted by the Client below (the "**Effective Date**").

In consideration of the mutual covenants contained in this Agreement, the parties hereby agree with respect to financial advisory services to be provided by the Advisor to the Client as follows:

SERVICES

The Advisor, as an independent contractor and not as an employee, shall provide financial advisory services to the Client as specified from time to time in the work order or work orders in the form attached to this Agreement as Exhibit A (collectively, if more than one, the **"Work Order"**), perform all work and deliver all requisite work product (the **"Deliverables"**) in connection therewith (collectively, together with the Deliverables, the **"Services"**). The Advisor agrees to perform the Services in accordance with the highest professional standards applicable to the performance of like services. As part of such Services, Client may periodically request reasonable written reports concerning the Advisor's progress, project status and other matters pertaining to the Services, and the Advisor shall promptly provide such reports to Client at no additional charge.

Client may, from time to time, request that the Advisor perform additional Services ("**Additional Services**"). If the Advisor accepts such assignments, the parties shall agree to the parameters of the Additional Services to be undertaken by executing a new or revised Work Order in the form of Exhibit A. The Additional Services shall be considered "**Services**" under this Agreement and shall be performed in accordance with, and subject to the terms and conditions of, this Agreement and the Work Order specifying the Services to be performed.

Nothing contained in this Agreement shall constitute making or appointing the Advisor an agent of the Client. The Advisor shall not (a) hold itself out contrary to the terms of this Agreement; (b) enter into any agreement on behalf of the Client or bind the Client in any way; or (c) make any representation, agreement, act or commission contrary to the terms of this Agreement.

The parties agree that Affiliates (as defined below) of Advisor and Affiliates of Client may execute Work Orders in accordance with the provisions of this Agreement. In such event, the applicable Affiliate of such party executing any Work Order shall, for purposes of such Work Order, be considered "Advisor" and the "Client" as those terms are used in this Agreement, insofar as it relates to any such Work Order, shall be deemed to be a two-party agreement between First Tryon or its applicable Affiliate on the one hand and Client or its applicable Affiliate on the other hand. As used in this Agreement, an "Affiliate" of an entity is another person or entity which controls, is controlled by or is under common control with such entity, and the term "control" of an entity shall mean the power to unilaterally direct the policies and management of such entity, whether through the ownership of voting securities or otherwise.

CLIENT MATTERS

With respect to any matter described in this Agreement, nothing in this Agreement shall limit the Client's unqualified right, in the Client's discretion, (a) to reject in whole or in part any advice, suggestion, counsel or proposal made by the Advisor; or (b) to make any decision the Client deems to be in the best interests of the Client.

The Client represents that (a) it has taken all necessary action to authorize the Client's execution, delivery and performance of this Agreement and (b) it has obtained all consents, approvals and authorizations necessary

for the Client's execution and delivery of this Agreement and the performance of its obligations under this Agreement.

TERM

This Agreement shall commence on the Effective Date and thereafter shall remain in effect unless terminated in accordance with the provisions under the "**TERMINATION**" heading below. The Advisor shall render Services to Client for the period (the "**Term**") set forth in the applicable Work Order.

PERSONNEL

The Advisor's Services under this Agreement shall be rendered solely by (a) its individual employees or (b) individuals or entities that are not employees of the Advisor that have been engaged by the Advisor to perform Services under this Agreement on the Advisor's behalf (collectively, the "**Third Parties**"), in each case as specified in the Work Order (collectively, the "**Personnel**"). The Advisor represents any such Personnel are qualified to perform the Services and have been assigned by the Advisor to work with the Client pursuant to this Agreement. The Advisor certifies that after hiring an employee to work in the United States, the Advisor shall verify the work authorization of the employee through E-Verify (or any replacement procedure).

FEES

Upon the performance by the Advisor of all of its obligations under this Agreement and in an applicable Work Order, and as full compensation for Services performed by the Advisor to Client, Client agrees to pay to the Advisor, and the Advisor agrees to accept, a fee for Services as rendered on the basis set forth in the Work Order. In no event shall Client be obligated to pay any fees accrued in excess of the Estimated Cost set forth in the Work Order, or accrued in respect of services not described in the Work Order, without the written consent of Client.

In establishing fees, the Advisor takes into account multiple factors, including the efficiency with which the work was done, the result achieved, the complexity of the matter and any special experience or expertise applied to it, any extraordinary scheduling or preemptive attention devoted to the project, and the degree of professional responsibility or liability undertaken by the firm.

Unless specifically provided otherwise in the applicable Work Order, the Advisor shall invoice Client upon completion of the Services performed under the applicable Work Order. Invoices will be paid within 30 days of Client's receipt and acceptance of a proper invoice in accordance with the applicable Work Order.

TERMINATION

Either party shall have the right to terminate any or all of the Services, any or all Work Orders or this Agreement without cause and in its sole discretion upon 30 days' prior written notice.

In the event of any termination of any Services, Work Order or this Agreement as set forth above, the Client shall pay the Advisor only for those Services performed, and reimbursable expenses incurred, before the effective date of termination; provided, however, that the Client shall have no liability for any further charges in respect of Services performed or expenses incurred after such termination date. Upon termination of this Agreement, the Advisor shall be relieved of any further obligations to provide services under this Agreement or any applicable Work Order.

MISCELLANEOUS

The provisions of this Agreement constitute the entire agreement of the parties as to the matters addressed in this Agreement and supersede any prior understanding not specifically incorporated in this Agreement. No changes to this Agreement or waiver of any of the terms of this Agreement shall be made except in writing signed by the Client and the Advisor. In addition, no Work Order applicable to this Agreement shall be binding

on the Client unless executed by the Client and the Advisor. In the event of any inconsistency between a Work Order and the terms set forth in this Agreement, the terms of the applicable Work Order shall prevail.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina applicable to agreements made and to be fully performed therein.

NOTICES

All notices, requests, demands or other communications in connection with this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by a nationally recognized overnight courier service or by United States mail, postage prepaid, certified or registered, with return receipt requested, or otherwise actually delivered:

If to the Client at:

City of Mauldin, South Carolina
ATTN: Seth Duncan, City Administrator
5 E. Butler Road
Mauldin, SC 29662

If to the Advisor, at:

First Tryon Advisors, LLC
Attn: Chief Compliance Officer
6101 Carnegie Blvd, Suite 210
Charlotte, NC 28209

LIMITATION ON LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, NEGLIGENCE OR TORT, IN EXCESS OF THE TOTAL FEES AND CHARGES PAID BY THE CLIENT FOR SERVICES RENDERED DURING THE TERM. NEITHER PARTY'S AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, NEGLIGENCE OR TORT.

HEADINGS

The paragraph headings in this Agreement are solely for convenience of reference and shall not affect the interpretation of this Agreement.

ASSIGNMENT

Each provision of this Agreement and all Work Orders shall inure to, and shall be legally binding on, the successors and assigns of the parties to this Agreement.

COMPLIANCE WITH LAW

The Advisor will comply with all statutes, ordinances, and regulations of all federal, state, county and municipal or local governments, and of any and all the departments and bureaus thereof, applicable to the carrying on of its business and performance of the Services and its obligations under this Agreement.

SEVERABILITY

If any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, then neither the validity of the remaining part of such term nor the validity of any other term of this Agreement shall be in any way affected.

MUNICIPAL ADVISORY CLIENT EDUCATION AND PROTECTION

The Advisor is registered with the U.S. Securities and Exchange Commission ("SEC") as a Municipal Advisor. As a registered Municipal Advisor, the Advisor is subject to the rules of the Municipal Securities Rulemaking Board ("MSRB"). The MSRB provides certain protections for municipal entities and obligated persons that are

clients of a municipal advisor. For complete regulatory and educational information, visit the MSRB's website at www.msrb.org. A municipal advisory client brochure is available on the MSRB website's (currently available at https://www.msrb.org/sites/default/files/2022-09/MSRB-MA-Clients-Brochure.pdf). The client brochure describes client protections that may be provided under MSRB rules, including how to file a complaint with an appropriate regulatory authority.

MUNICIPAL ADVISOR REGULATORY DUTIES

MSRB Rule G-42 requires that municipal advisors provide disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in the Advisor's Municipal Advisor's Disclosure Statement, which the Advisor has to this Agreement as Exhibit B.

IN WITNESS WHEREOF, the Client and the Advisor have duly executed this Agreement, and the Client has acknowledged and accepted the terms of this Agreement, as of the ____ day of June, 2024.

CITY OF MAULDIN, SOUTH CAROLINA

By: _____
Name: Seth Duncan
Title: City Administrator

FIRST TRYON ADVISORS, LLC

By: _____
Name: J. Walter Goldsmith
Title: President & COO

By: _____
Name: Andy Smith
Title: Managing Director

EXHIBIT A
WORK ORDER

WORK ORDER to the Agreement dated _____, by and between the City of Mauldin, South Carolina (the "**Client**") and First Tryon Advisors, LLC (the **"Advisor**").

SERVICES

Pursuant to this Work Order, the Advisor's Services will include the following:

TERM

The term with respect to the Services to be performed under this Work Order shall end 30 days after the completion of the Services, unless terminated earlier in accordance with the Agreement.

COMPENSATION

In establishing fees, the Advisor considers multiple factors, including the efficiency with which the work was done, the result achieved, the complexity of the matter and any special experience or expertise applied to it, any extraordinary scheduling or preemptive attention devoted to the project, and the degree of professional responsibility or liability undertaken by the firm.

For services to be performed in connection with this Work Order, the Advisor shall be as follows:

- [To be determined]

Such fees may vary if (1) the contemplated assignment changes materially during the course of the Term or (2) unusual or unforeseen circumstances arise which require a significant increase in the type or scope of the Advisor's responsibilities. The Advisor will consult with the Client if at any time the Advisor believes that circumstances require an adjustment to its fee. The fee will not be increased without the written consent of the Client.

In addition to the compensation outlined above, the Client will reimburse the Advisor for out-of-pocket expenses incurred in connection with the Services. Customary out-of-pocket expenses include, without limitation, costs of travel, meals, lodging, printing/copying, etc. The Advisor will bill the Client for such expenses at cost, with no mark-up. The Advisor will not bill the Client for indirect costs such as phone and video conference services; instead, the Client will pay the Advisor an administrative expense fee equal to 4% of any invoiced fee for Services as reimbursement for costs not reasonably allocable on a client-by-client basis.

The Advisor is firmly committed to demonstrating value to the Client throughout the financing process. ***If at any time the Client believes that the Services provided are not consistent with the fees charged by the Advisor, the Client may adjust the fee for such Services to any amount the Client deems appropriate.***

AGREED AND ACCEPTED this ____ day of June, 2024:

CITY OF MAULDIN, SOUTH CAROLINA

By: _____
Name:
Title:

FIRST TRYON ADVISORS, LLC

By: _____
Name: J. Walter Goldsmith
Title: President & COO

By: _____
Name: Andy Smith
Title: Managing Director

EXHIBIT B
MUNICIPAL ADVISOR DISCLOSURE STATEMENT

Developing best practices for regulatory compliance and following the spirit, not just the letter, of any applicable regulation are central tenets of First Tryon Advisors, LLC ("First Tryon"). To that end, we are providing you with this Disclosure Statement of Municipal Advisor (this "Disclosure Statement") to explain our fiduciary duties and commitment to you (the "Client"), as well as to provide you with certain disclosures that are required by the Municipal Securities Rulemaking Board ("MSRB") Rule G-42 ("Rule G-42"), which became effective on June 23, 2016.

FIDUCIARY DUTY: In the conduct of all municipal advisory activities for the Client, First Tryon is subject to a fiduciary duty that includes a Duty of Loyalty and a Duty of Care.

First Tryon's Duty of Care includes, but is not limited to, the following:

- First Tryon must possess the degree of knowledge and expertise needed to provide the Client with informed advice.
- First Tryon must make a reasonable inquiry as to the facts that are relevant to the Client's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Client.
- First Tryon must undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Among other matters, First Tryon must have a reasonable basis for:
    - any advice provided to or on behalf of the Client;
    - any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Client, any other party involved in the municipal securities transaction or municipal financial product, or investors in the Client's securities or securities secured by payments from the Client; and
    - any information provided to the Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement for any applicable issue of municipal securities.

First Tryon's Duty of Loyalty includes, but is not limited to, the following:

- First Tryon must deal honestly and with the utmost good faith with the Client and act in the Client's best interests without regard to First Tryon's financial or other interests.
- First Tryon may not engage in municipal advisory activities for the Client if First Tryon cannot manage or mitigate its conflicts of interest in a manner that will permit it to act in the Client's best interests.

FIRST TRYON'S RECOMMENDATIONS TO CLIENTS: Rule G-42 requires that our advisors have a reasonable basis to believe that any recommendation First Tryon makes to the Client is suitable for the Client, based on the information obtained through our reasonable diligence. If the Client requests a review of another party's recommendation, our advisors must determine, based on the information obtained through our reasonable diligence, whether the recommendation is suitable for the Client.

In addition, First Tryon must inform the Client of:

- our evaluation of the material risks, potential benefits, structure, and other characteristics of the recommended municipal securities transaction or municipal financial product; and
- the basis upon which First Tryon reasonably believes that the recommendation (or reviewed recommendation) is or is not suitable for the Client; and - whether our advisors have investigated or considered other reasonably feasible alternatives to the recommendation that might also serve the Client's objectives.

PROHIBITED ACTIVITIES: Rule G-42 prohibits First Tryon, and any other municipal advisor, from engaging in the following activities:

- receiving compensation that is excessive in relation to the municipal advisory activities actually performed;
- delivering an invoice for fees or expenses for municipal advisory activities that is materially inaccurate in its reflection of the activities actually performed or the personnel that actually performed those activities;
- making any representation or the submission of any information that First Tryon knows or should know is either materially false or materially misleading due to the omission of a material fact about the capacity, resources or knowledge of First Tryon, in response to requests for proposals or qualifications or in oral presentations to the Client or another prospective client, for the purpose of obtaining or retaining an engagement to perform municipal advisory activities;
- making, or participating in, any fee-splitting arrangement with underwriters on any municipal securities transaction as to which it has provided or is providing advice, and any undisclosed fee splitting arrangements with providers of investments or services to the Client; and
- making payments for the purpose of obtaining or retaining an engagement to perform municipal advisory activities.

MANDATORY DISCLOSURES REGARDING CONFLICTS: Under Rule G-42, First Tryon must disclose to you in writing any actual or potential material conflicts of interest, including:

- any First Tryon affiliate that provides any advice, service or product to or on behalf of the Client that is directly related to the municipal advisory activities to be performed by First Tryon;
- any payments made by First Tryon, directly or indirectly, to obtain or retain an engagement to perform municipal advisory activities for the Client;
- any payments received by First Tryon from a third party to enlist First Tryon's recommendation to the Client of its services, any municipal securities transaction or any municipal financial product;
- any fee-splitting arrangements involving First Tryon and any provider of investments or services to the Client; and
- any conflicts of interest arising from compensation for municipal advisory activities to be performed that is contingent on the size or closing of any transaction as to which First Tryon is providing advice; and - any other actual or potential conflicts of interest, of which First Tryon is aware after reasonable inquiry, that could reasonably be anticipated to impair First Tryon's ability to provide advice to or on behalf of the Client in accordance with the fiduciary duty it owes to the Client.

Please be aware of the following actual or potential material conflicts of interest related to our role as your advisor:

- *Contingent Fees Based on closing & size of transaction:* First Tryon represents that in connection with the issuance of municipal securities, First Tryon may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, First Tryon hereby discloses, that such contingent and/or transactional compensation may present a potential conflict of interest regarding First Tryon's ability to provide unbiased advice to enter into such transaction. While this form of compensation is common in the municipal advisor sector, the contingent fee arrangement could create an incentive for the municipal advisor to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. This potential conflict of interest will not impair First Tryon's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Client.

- *Hourly Fees:* First Tryon may be compensated using an hourly fee structure with First Tryon's aggregate fee

amount equaling the number of hours worked by its personnel multiplied by an agreed-upon hourly billing rate. While this form of compensation is common in the municipal advisor sector, it presents a potential conflict of interest because it could create an incentive for the municipal advisor to recommend alternatives that would result in more hours worked. This conflict of interest will not impair First Tryon's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Client.

- *Fixed Fees:* First Tryon may be compensated based on a fixed amount established at the outset of the assignment. The fixed fee amount is usually based upon an analysis by the Client and First Tryon's of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by First Tryon. While this form of compensation is also common in the municipal advisor sector, it presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the municipal advisor may suffer a loss. Thus, the municipal advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest will not impair First Tryon's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Client.

- *Increased Cost*: We wish to also make you aware that the fee paid to First Tryon increases the cost of transactions completed by the Client. The increased cost occurs from compensating First Tryon for municipal advisory services provided.

- *Other Advisory Clients:* First Tryon serves a wide variety of clients that may from time to time have interests that could have a direct or indirect impact on the interests of another First Tryon client. For example, First Tryon serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, First Tryon could potentially face a conflict of interest arising from these competing client interests. First Tryon fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with the Client.

We believe the following factors enable First Tryon to manage and mitigate the conflicts described above:

- *Fiduciary Duty*: First Tryon's commitment to the fiduciary duty it owes the Client serves as a general mitigating factor for any conflict of interest. Taken together, the Duty of Care and the Duty of Loyalty require First Tryon to deal honestly and in good faith with the Client and to act in the Client's best interests, without regard to First Tryon's financial or other interests.

- *Business Model and Capitalization*: First Tryon is well-capitalized, and its business model is not dependent on maximizing short-term revenues from any single advisory client or recommendation. Instead, First Tryon's business model and profitability are dependent on cultivating long-term client relationships based on a demonstrated track record of putting our clients' interests first.

- *Supervisory Structure*: First Tryon has the experience, expertise and infrastructure reasonably designed to achieve compliance with its regulatory obligations. The firm's supervisory structure, which includes a Chief Compliance Officer, and other safeguards ensure that our advisors understand, and act in accordance with, the fiduciary duty First Tryon owes to each of its clients.

MANDATORY DISCLOSURES REGARDING DISCIPLINARY EVENTS: Under Rule G-42, First Tryon must disclose to you in writing (1) any legal or disciplinary event that is material to the Client's evaluation of First Tryon or the integrity of its management or advisory personnel and (2) the date of the last material change or addition to the legal or disciplinary event disclosures on any Form MA or Form MA-I filed with the SEC by First Tryon, along with a brief explanation of the basis for the materiality of the change or addition.

- *Material Legal or Disciplinary Events*: First Tryon does not have any legal events or disciplinary history on

First Tryon's Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation.

- *How to access Form MA and Form MA-1*: First Tryon's most recent Form MA and each most recent Form MA-I filed with the SEC may be accessed electronically at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

- *Most Recent Change in Legal or Disciplinary Event Disclosure:* There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against Frist Tryon, we will provide complete disclosure to the Client in detail.

FUTURE DISCLOSURES: As required by Rule G-42, First Tryon will, throughout the course of its engagement with the Client, promptly notify the Client in writing to supplement or amend this Disclosure Statement as may be necessary in connection with (1) any changed circumstance that results in new, material conflicts of interest or material changes to the conflicts of interest described above or (2) any required update to First Tryon's disciplinary event information.

If you have any questions or concerns about this Disclosure Statement or the information above, please make those questions or concerns known immediately. In addition, the Client should consult with its own legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

COMMITTEE OF THE WHOLE
AGENDA ITEM SUMMARY

MEETING DATE: August 19, 20244
AGENDA ITEM: 8h

TO: Committee of the Whole
FROM: Chief George Miller
SUBJECT: School Resource Officer Agreement with Greenville County School District

REQUEST

To approve an Agreement for School Resource Officers with Greenville County for the school year of 2024-2025.

HISTORY/BACKGROUND

The City of Mauldin has an agreement with the School District of Greenville County to have two (2) officers in Mauldin High School, one (1) officer in Mauldin Middle School, one (1) officer in Mauldin Elementary School, one (1) officer in Bethel Elementary School and one (1) officer at the Golden Strip Career Center.

ANALYSIS or STAFF FINDINGS

This is a yearly agreement that we sign with the Greenville County School District for our partnership on the School Resource Officer's in schools within the city limits of Mauldin. It provides the responsibilities of the School Resource Officers. It also adds the grant positions we have been awarded over the last several years.

The District did request two changes to the agreement with one being for the allowance for a safe in the schools for a long rifle, and the second, ending the annual term in favor of a perpetual agreement. Staff did seek an increase to the reimbursement amount and was given assurances that those changes could be discussed later this fall for next year as the rate has fallen below 50% as standard with these agreements.

Currently, the School District reimburses the City $120,000 for the expenses related to three full-time SROs that are utilized for the duration of the school year. This rate has fallen below the actual cost for these officers and their service to the district, and is less than the 50% cost share this fee was designed to support. Staff requested an increase of $10,000 per officer (total of $150,000) to account for increases absorbed by the City over the last few years including increases in compensation, operational costs, and the like. This is the first such request in nearly a decade and we will continue to pursue this increase in the following FY.

FISCAL IMPACT

The proposed fee for the up-coming school year is $120,000.

RECOMMENDATION

Staff recommends Council authorize the Mayor to sign the SRO agreement with the school district.

ATTACHMENTS

SRO Agreement Draft

STATE OF SOUTH CAROLINA	)	AGREEMENT FOR SCHOOL RESOURCE
	)	OFFICERS AND LAW ENFORCEMENT
COUNTY OF GREENVILLE	)	OFFICERS

THIS AGREEMENT, made and entered into August 1, 2024, by and between the School District of Greenville County, hereinafter referred to as "School District", and the City of Mauldin, South Carolina, hereinafter referred to as "City".

WHEREAS, pursuant to Section 5-7-12 of the Code of Laws of South Carolina (1976), the School District has requested that the City assign two (2) officers from the Mauldin Police Department, (hereinafter "the MPD"), to serve as School Resource Officers [SRO's] at Mauldin High School, and one (1) officer to serve as an [SRO] at Mauldin Middle School one [1] officer to serve as SRO at Mauldin Elementary School, one [1] officer to serve as SRO at Bethel Elementary School and one [1] officer to serve as SRO at Golden Strip Career Center.

WHEREAS, Mauldin High School, Mauldin Middle School, Mauldin Elementary School, Bethel Elementary School, and Golden Strip Career Center are located within the Mauldin city limits; and

WHEREAS, pursuant to Section 5-7-12 of the Code of Laws of South Carolina (1976) the Mayor and Council for the City consent to assigning two (2) MPD Officers to Mauldin High School, one (1) officer to Mauldin Middle School, one [1] officer to Mauldin Elementary School, one [1] officer to Bethel Elementary School and one [1] officer to Golden Strip Career Center to serve as SROs pursuant to the terms and conditions set forth in Section I herein.

NOW, THEREFORE, for and in consideration of the foregoing, and the promises and covenants set forth herein, the parties hereto agree as follows:

I. School Resource Officers

1. The MPD will assign two (2) officers to the School District to act as SROs to Mauldin High School, one (1) officer to the School District to act as an SRO to Mauldin Middle School, one [1] officer to the School District to act as an SRO to Mauldin Elementary School, one [1] officer to the School District to act as an SRO at Bethel Elementary School and one [1] officer to the School District to act as SRO at Golden Strip Career Center

   (A) The MPD will be responsible for the administration and supervision of the School Resource Officer Program at Mauldin High School, Mauldin Middle School, Mauldin Elementary School, Bethel Elementary School, and Golden Strip Career Center and will provide to the Superintendent of the School District, or his/her designee, an annual report of calls for services and criminal incidents at the schools in which the SROs are placed. The SROs shall be stationed at his or her assigned school.

   (B) The School District shall provide for the benefit of each SRO the following: (i) access to an air-conditioned and properly lighted private office that contains a telephone that may be used for general business purposes, (ii) a location for files and records which can be properly locked and secured within the office, and (iii) a desk with drawers, an office chair, work table, filing cabinet, and office supplies.

2. Duties and Responsibilities of the SRO.

(A) Instructional Duties and Responsibilities: The SRO shall act as instructors for specialized, short-term programs consistent with their role as an SRO whenever requested to do so by the

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principal of the school to which an SRO is assigned. When conducting public safety classes, the SRO shall act in the capacity of law enforcement officer, teacher and counselor.

(B) Additional Duties and Responsibilities: In addition to the above, except as to any law enforcement action required, each SRO shall: (i) coordinate all of his/her activities and programs with the principal and appropriate staff members and will request and receive permission, advice and guidance prior to enactment; and (ii) develop expertise in presenting various subjects to students, such subjects to include a basic understanding of the law, the role of the law enforcement officer, and his/her duties. The SRO shall encourage individual and small group discussions concerning the class materials with students so as to further establish rapport with the students. A program evaluation form will be distributed by the SRO to all students in attendance and the teacher after each session. The information provided by the students and the teacher on the program evaluation form will be kept on file by the principal and reviewed by the School District and the MPD on an annual basis. The SRO, whenever requested by the principal of the school to which an SRO is assigned, shall attend parent/faculty meetings for purposes of explaining and soliciting support for the School Resource Officer Program. The SRO, whenever requested by the principal of the school to which an SRO is assigned, shall be available for conferences with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature. The SRO shall become familiar with community agencies that offer assistance to youth and their families, including, but not limited to, mental health clinics and drug assistance centers. The SRO shall make referrals to such agencies, when necessary, thereby acting as a resource person to students, parents, faculty and staff of the school. The SRO shall assist the school's principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest. In the event it becomes necessary to conduct formal police interviews with the students, The SRO shall inform the school principal or his/her designee. The SRO shall adhere to the policies of the MPD as well as legal requirements whenever conducting such interviews.

The SRO shall take law enforcement action as required. The SRO shall give assistance to other police officers and deputy sheriffs in matters regarding his/her school assignment whenever necessary. The SRO shall, whenever possible, participate in and/or attend school functions as they relate to the duties of an SRO. The SRO shall maintain detailed and accurate records of their activities on a monthly basis and shall forward such records to their supervisors who, in tum, shall forward copies of such records to the Chief of Police for the MPD. The SRO shall not act as school disciplinarians, as disciplining students is a school responsibility. The SRO shall, however provide reasonable assistance to the school principal in the event of a disciplinary problem that requires such assistance. In the event the school principal is of the belief that a student has violated a law, then, in such event, the principal shall contact the SRO, or the SRO's supervisor, whenever the SRO is unavailable, to determine whether law enforcement action is appropriate. In the event of an emergency, school personnel shall notify the MPD via the 911 system. In cases of a contested expulsion, the officer will provide case information and/or testimony on behalf of the Superintendent of the School District, or his/her designee, and shall upon the request of the Superintendent, or his/her designee, testify, unless such testimony is deemed by the MPD as inappropriate or will compromise a criminal investigation.

(C) Co-curricular Activities and School Functions: (i) **School Events outside Greenville County.** Upon request of the principal, or his/her designee, an SRO may attend school events outside Greenville County for purposes of providing security services subject to the jurisdictional limitations imposed by S.C. Code §5-7-12 (1976). (ii) **School Related Events.** Upon request of the principal, his/her designee, or a sponsor group, an SRO may attend any school related event including, but not limited to, carnivals, proms, Grad Night, overnight trips, dances, dramas and sporting events, for purposes of providing security services subject

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to the jurisdictional limitations imposed by S.C. Code §5-7-12 (1976). Payment for the security services to be provided by the SRO under (i) and (ii) of this paragraph shall be based on an hourly rate as determined by MPD Policy and paid directly to the SRO within thirty (30) days of event. The particular School or sponsor group making the request for security services shall be responsible for all payments related to such request.

3. **Program Goals and Evaluation.** The MPD and the School District shall develop program goals and objectives for the SRO program. Program goals shall be in line with the School District's action plan for a safe school atmosphere. This means that the SRO shall be active law enforcement officials on the school campuses, classroom instructors consistent with their role as an SRO, and resources for teachers, students, and parents. The SRO shall also be active in conferences, counseling, and referrals. Indicators of success shall be developed objectively and independently to measure how well the goals and objectives are obtained. The Chief of Police, for the MPD, shall evaluate the effectiveness of the SRO Program and make an annual report to the School District.

4. **Fees.** The School District shall pay to the City the total annual sum of One Hundred Twenty Thousand and 00/100's Dollars ($120,000.00) for the three officers assigned to the schools being Mauldin Middle School and Mauldin High School, for the law enforcement services provided pursuant to Section I of this Agreement. The salaries, fringe benefit costs and equipment costs of the SRO's at Mauldin Elementary School, Bethel Elementary School, and Golden Strip Career Center will be funded by a South Carolina Department of Public Safety [SCDPS] grant paid directly to MPD by SCDPS. The amounts owed by the School District, hereunder, shall be paid by the School District to the City of Mauldin, in arrears, in monthly installments. The City will submit monthly invoices to the School District within thirty (30) days after the close of each calendar month for the law enforcement services provided during the preceding month. Payment on the invoices shall be due within thirty (30) days of the date on the invoice. If payment is not received in accordance with the terms of this Agreement, the City, in addition to any other rights the City may have, shall have the right, without notice, to suspend all services provided pursuant to this Agreement, or City may immediately terminate this Agreement. The School District shall be responsible to the City of Mauldin for payment of all law enforcement services provided pursuant to the terms of this Agreement prior to the date of termination.

5. **Employment Status of the SRO.** SROs shall at all times remain employees of the MPD, and under no circumstances shall the SROs be considered employees of the School District. SROs are law enforcement officers who shall uphold the law, be under the direct supervision and control of the MPD, and remain responsible to the chain of command of the MPD.

6. **Appointment of the SRO.** In the event that the principal of the school to which an SRO is assigned believes that a particular SRO is not effectively performing his or her duties and responsibilities, the principal shall state in writing the reasons for such belief to the Superintendent of the School District. The Superintendent of the School District, within a reasonable time after receiving the complaint from the principal, shall inform the MPD Chief of Police, or his/her designee, of the principal 's concerns. Should the Chief of Police so desire, the Superintendent and the Chief of Police, or their designees, shall meet with the particular SRO for purposes of mediating or resolving the matter. If, within a reasonable amount of time after commencement of mediation, the problem cannot be resolved, or should the Chief of Police not seek mediation, then the particular SRO shall be reassigned and a replacement obtained. Additionally. the Chief of Police reserves the right to dismiss or reassign an SRO at his/her sole discretion. In the event of a resignation, dismissal, or reassignment of an SRO, or in the event of absences by an SRO, the Chief of Police may provide a temporary replacement for the SRO within (30) school days of receiving notice of such resignation, absence, dismissal, or reassignment. In the event an SRO is away from his/her assigned School due to illness, vacation, or subpoena, the school shall notify the MPD for routine and emergency calls.

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7. **Safe/Access to Rifle.** In furtherance of school safety and to assist law enforcement in providing a prompt and effective response to an emergency or an active shooter situation, the School District agrees to allow the installation of a safe in the office provided to the SRO. The safe will be used solely for the proper retention and handling of a rifle/long gun. The rifle/long gun will only be utilized or possessed by the SRO in the presence of students at the school in response to a safety emergency or active shooter situation. The safe and rifle/long gun will be the property of the City, and the City shall be responsible for establishing procedures for its care and custody. The School District and the City must agree to the specific safe and rifle/long gun located in the SRO office to ensure adequate safety and security.

II. GENERAL PROVISIONS:

(A) The term of this agreement ~~is through the conclusion of the 2024-2025 school year and is renewable annually based upon written consent of both parties~~ will be renewed at the end of each school year unless at least 60 days prior to renewal date one party notifies the other in writing of it desire to modify or terminate the agreement.

(B) The City will possess at all times during the life of this agreement automobile insurance, general liability insurance and workers compensation insurance. This insurance coverage shall not be less than $300,000 per occurrence and $600,000 in the aggregate. The School District may require the City to provide a certificate of insurance naming the School District as an additional insured at any time during the life of this agreement. The aforementioned policies should be issued by an "A" rated carrier licensed to do business in the State of South Carolina and satisfactory to the School District.

(C) Except as otherwise specifically provided herein, this agreement may not be amended modified or expanded except by written agreement of all the parties hereto. This agreement supersedes all prior or contemporaneous agreements or understandings (whether oral or written), if any, among any of the parties with respect to the subject matter hereof. No party may assign any right or obligation under this agreement without the other parties' prior written consent. Any waiver by either party of any breach or any term or condition hereof shall be effective only if in writing and such writing shall not be deemed to be a waiver of any subsequent or other breach, term or condition to this agreement. The illegality, invalidity, or unenforceability of any provision of this agreement shall not render illegal, invalid or unenforceable any other provision hereof. This agreement shall be governed by and construed in accordance with the law of the State of South Carolina.

(D) **Good Faith.** The School District, the City, the MPD, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of the School District and the Chief of Police, or their designees.

(E) **Notices.** All notices made pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the parties at their respective addresses set forth below:

Greenville School District
Attn: Superintendent
301 E. Camperdown Way Greenville,
SC 29601

City of Mauldin
Attn: City Administrator
P.O. Box 249
Mauldin, SC 29662

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Mauldin Police Department
Attn: Chief of Police
P.O. Box 249
Mauldin, SC 29662

Either party may change the person and/or address to which notices are to be sent by giving ten (10) calendar days written notice of such change to the other party.

(F) **Term and Termination.** Without cause, either party hereto may terminate this Agreement upon ninety (90) calendar days prior written *notice* to the other party hereto. For cause, either party may terminate this Agreement effective immediately upon giving written notice of termination for cause. "For cause" shall include (i) any material violation of this Agreement or (ii) any act exposing the other party to liability for any loss, claim, damage or expense that *is* not covered pursuant to the South Carolina Tort Claims Act or similar insurance protection.

(G) **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.

(H) **Nonwaiver.** The waiver by School District or City of a breach of this Agreement shall not operate as a waiver of any subsequent breach, and no delay in acting with regard to any breach of this Agreement shall be construed to be a waiver of such breach.

(I) **Entire Agreement.** This Agreement represents the entire agreement between the parties hereto and supersedes any and all prior agreements, whether written or oral, that may exist between the parties relating to the matters herein; and this Agreement may be amended only by a writing signed by all parties hereto.

(J) **Severability.** If any part or provision of this Agreement is held invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining parts and provisions of this Agreement.

(K) **Relationship of the Parties.** The Parties shall at all times act as independent contractors, and the relationship between the parties shall not be deemed to be that of an employer/employee, joint venture, partnership, or agent/principal.

(L) **Applicable Law.** The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

(M) **Successors and Assigns.** The rights and obligations herein shall inure to and be binding upon the successors and assigns of the parties hereto.

(N) **School Records.** To the extent that the City has access to records in furtherance of the obligations contained in this Agreement, that access and use of records, including student records, shall be in compliance with applicable state and federal law, including, but not limited to, the Family Educational Rights and Privacy Act.

ON BEHALF OF THE PARTIES HERETO, the duly authorized representatives of the parties have executed this Agreement on the date first herein above written.

By:_____
Terry Merritt, Mayor

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By: _____
W. Burke Royster, Ph.D.
Superintendent, Greenville County Schools

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