

Mayor
Elise Partin

Mayor Pro-Tem
James E. Jenkins

Council Members
Phil Carter
Tim James
Hunter Sox

City Manager
Tracy Hegler

Deputy City Manager
Jim Crosland
Assistant City Manager
Michael Conley



**City of Cayce
Regular Council Meeting
Wednesday, July 20, 2022
6:00 p.m. – Cayce City Hall – 1800 12th Street
www.caycesc.gov**

I. Call to Order

A. Invocation and Pledge of Allegiance

II. Public Comment Regarding Items on the Agenda

III. Ordinances

A. Discussion and Approval of Ordinance 2022-11 Enacting a New Article IV (“Special Events; Permit Required”) in Chapter 6 (“Amusements and Entertainments”) of the City Code – Second Reading

IV. Items for Discussion and Possible Approval

A. Discussion and Approval of a Contract for General Contracting Services for the Six Mile Creek Sewer Interceptor Repair and Spending Approval

V. City Manager’s Report

VI. Council Comments

VII. Executive Session

A. Receipt of legal advice relating to claims and potential claims by and against the City and other matters covered by the attorney-client privilege

VIII. Reconvene

IX. Possible actions by Council in follow up to Executive Session

X. Adjourn

SPECIAL NOTE: Upon request, the City of Cayce will provide this document in whatever form necessary for the physically challenged or impaired.

Memorandum

To: Mayor and Council

From: Jim Crosland, Deputy City Manager

Date: July 12, 2022

Subject: Second Reading of Ordinance 2022-11 Enacting a New Article IV related to Special Events Permitting in Chapter 6 (“Amusements and Entertainments”)

Issue

Council approval is needed for the Second Reading of an Ordinance to address Special Events and its permitting issued by the Planning and Development staff.

Discussion

Currently, the City has an Ordinance outlining the requirements for business licenses, uses, and revocations, but not one specifically for Special Events Permitting. The attached ordinance specifically addresses the definition of Special Events, requirements and application for permits, conditions for the issuance of permits, duties of the organizer(s), road closures, conditions for denial or revocation of the permit, and the enforcement of laws.

This new Ordinance will allow staff to ensure the safety and well-being of our citizens and visitors, while having a great time, at our approved events.

Recommendation

Staff recommends Council give Second Reading approval of Ordinance 2022-11 Enacting a New Article IV (“Special Events; Permit Required”) in Chapter 6 (“Amusements and Entertainments”)

STATE OF SOUTH CAROLINA)	ORDINANCE 2022-11
)	Enacting a New Article IV ("Special
COUNTY OF LEXINGTON)	Events; Permit Required") in
)	Chapter 6 ("Amusements and
CITY OF CAYCE)	Entertainments") of the City Code

WHEREAS, the City Council, on the recommendation of City Administration, has determined that it is in the interest of the City and its citizens, inhabitants, visitors, and businesses, and that it further is in accord with the City's authority to enact ordinances which appear necessary and proper for the security, general welfare, and convenience of the City, as well as to preserve health, peace, order, and good government within the City, to enact new City Code provisions establishing a permitting process for the conduct of special events, as defined, within the City,

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Cayce, in Council, duly assembled, that a new Article IV ("Special Events; Permit Required") in Chapter 6 ("Amusements and Entertainments") of the City Code is hereby enacted to provide as follows:

ARTICLE IV. - SPECIAL EVENTS; PERMIT REQUIRED

Section 6.57. - Title.

This article shall be known as and cited as the Special Events Ordinance.

Section 6.58. - Definition.

When used in this article, and except when the context clearly indicates a different meaning, the words **Special Event** mean any (1) activity on private or public property other than the normal use for which the property is zoned, and (2) any event including, but not limited to, festivals, block parties, races, musical events or concerts, exhibitions, fairs, and carnivals. **Special Event**, for purposes of the permitting process and permit required by this article, does not include an event held inside a church, place of worship, school, assembly hall, concert hall, or government building.

Section 6.59. - Requirement for permit; application for permit.

Any person, group or organization wishing to hold a Special Event within the City is required to obtain a Special Event permit after completing and submitting to the City a Special Event permit packet no later than 21 days prior to the date of the event. The Special Event permit packet, when completed, is to be reviewed for comments or recommendations by the following City departments/persons: Special Event Coordinator, Planning and Development, Fire Chief/Marshal, and Chief of Police. The City Manager will make the final review and the final determination on whether the permit is approved, approved with modifications and conditions, or denied.

Section 6.60. - Permit requirements.

All Special Events on public or private property:

- a. Shall adhere to all Federal, State or local laws or regulations and all guidelines of the City
- b. Shall not have a significant adverse impact on nearby properties
- c. Shall not impede or interfere with the flow of traffic without a road closure approval
- d. Shall not be of such size or duration that the event cannot reasonably be accommodated at the location
- e. Shall adhere to all noise ordinances. No event may begin earlier than 7:00am and must end by 10:00pm.
- f. Shall not create risks of :
 1. damage to public or private property
 2. injury to persons, or
 3. unlawful disturbances
- g. Shall provide the address of the location, as well as the name and relevant contact information of the owner and lawful occupant of the premises, and, when applicable, the name of the manager of the premises
- h. Shall provide the following information if security is to be utilized for the event: The name and contact information of the security company or police agency, and description of the number, placement, duties, and authority of the security personnel
- i. Shall provide written authorization stating that both the owner of the property and the tenant or other lawful occupant affirm that they are aware of the special event and that they authorize the special event
- j. Shall provide a site plan showing a reasonably accurate representation of all vendor locations, stages, first aid locations, carnival rides, portable restrooms, etc. The site plan shall include indicated access for first responder equipment.

Section 6.61. - Issuance of permit; conditions.

The City will process and issue a permit for a Special Event unless the City, in its sole discretion, determines that:

- a. The event organizer conducted a Special Event or other event within the City during the previous twenty-five (25) months in a manner that failed to substantially comply with City permitting conditions or with Federal, State or local law.
- b. The conduct of the event will substantially interrupt traffic or otherwise adversely impact public safety.
- c. The nature of the event will require significant City police presence such that adequate police staffing cannot be provided to the remainder of the City.

- d. The application was not received at least 21 days prior to the event (45 days prior if requesting road closures).
- e. Another event already has been approved for the same location and/or for a location in such close proximity that both events cannot occur with due regard for public safety.
- f. The event and/or organizer will be in violation of City, State or Federal laws.
- g. The concentrations of persons, animals, or vehicles within the Special Event venue or immediate area will interfere with the movement of police, fire, ambulance or other emergency vehicles.
- h. The event organizer demonstrates an inability or unwillingness to comply with all Special Event conditions.

Section 6- 62. - Duties of organizer.

Based on the size and/or nature of the event, the City may require liability insurance be carried by the organizer and naming the City, or the owner of private property, as an additional insured. Unless specified by the City, the organizer of any Special Event will be required to:

- a. Turn in all required paperwork 21 days prior to the event (45 days prior for road closures or special circumstances)
- b. Read and become familiar with all guidelines and rules for Special Events within the City
- c. Obtain all necessary permits and insurance prior to the event
- d. Ensure all food vendors have completed business licensing requirements and necessary inspections prior to the event
- e. Collect and remit Hospitality Tax on all food sales or ensure vendors have remitted the Hospitality Tax to the City
- f. Obtain any necessary permissions from local businesses or property owners (for events on private property)
- g. Notify residents within the surrounding area at least seven (7) days prior to the event of possible disruptions (for events on private property)
- h. Provide adequate security
- i. Have a copy of permit on their persons at all times during the event
- j. Ensure the event follows all guidelines from the City
- k. Ensure all property is cleaned and returned to its prior state
- l. Remove all signs immediately after the event.

Section 6- 63. - Road closures.

- a. Completed permit packets involving requested road closures are due no later than 45 days prior to the event. A map of affected roads must be turned in to the Cayce

Police Department. The applicant is responsible for placing and removing barricades unless otherwise directed by the Chief of Police.

- b. Organizer is responsible for obtaining a letter of approval from the Cayce Police Department, along with a completed Road Closure form to SC DOT.
- c. Organizer must provide notification of road closures to all adjacent businesses and residents no less than 10 days prior to the event.

Section 6-64. - Denial or revocation of permit.

The City reserves the right to revoke and cancel any permit for a Special Event determined by the City, in its sole discretion, to be in violation of Federal, State or local laws or determined by the City, in its sole discretion, to create any noise or disturbance to the surrounding area above what is considered reasonable. The City may also charge fees to any organizer whose event is determined, in the sole discretion of the City, to require police, fire, or emergency services greater than originally determined. If adequate security is not provided for an event, the Chief of Police may require additional security or cancel the event.

The City also may revoke or deny a Special Event permit when:

- a. The completed packet was not returned within the allotted time frame
- b. The applicant is found to have violated Federal, State, or local laws in a previous event
- c. Sufficient insurance has not been provided
- d. Police have determined that the event requires more security than is or can be provided
- e. Adequate parking is not provided
- f. Organizer has failed to obtain any necessary permits and licenses from other agencies
- g. The event will violate public health or jeopardize public safety
- h. The organizer has failed to notify surrounding businesses or residents
- i. Noise is found above allowable decibels or agreed upon levels
- j. Facts or assertions in application have been falsified
- k. The permit was issued in error, or
- l. Any other urgent or emergency situation is presented that, as determined by the City, endangers the health or safety of event participants or the general public.

Section 6-65. - Enforcement of laws.

Nothing contained in this article precludes the exercise of the authority of any law enforcement officer to arrest a person, even if the person is engaged in an act or activity permitted under this article, when the conduct of such person violates the laws of the State, other ordinances of the City, or unreasonably obstructs the public streets and

sidewalks of the City, or if the activity causes undue disturbance, interference, or molestation of other persons making lawful use of the space in a peaceful manner.

All participants and organizers of Special Events on public or private property shall comply with all relevant City, State and Federal laws including but not limited to laws concerning:

- a. Alcohol possession and consumption (must be 21, no open containers on public property)
- b. Parking and traffic laws
- c. Noise ordinances
- d. Disorderly conduct
- e. Trespassing, or
- f. Wildlife and environmental protections.

This Ordinance shall become effective upon Council approval on second reading.

DONE IN MEETING DULY ASSEMBLED, this _____ day of _____ 2022.

Elise Partin, Mayor

Attest:

Mendy Corder, CMC, Municipal Clerk

First Reading: _____

Second Reading and Adoption: _____

Approved as to form: _____
Danny C. Crowe, City Attorney

Memorandum

To: Mayor and Council

From: Tracy Hegler, City Manager

Date: July 20, 2022

Subject: Approval of a Contract for General Contracting Services for the Six Mile Creek Sewer Interceptor Repair and Spending Approval

Issue

Council approval is needed in order to approve expenditure of reserve monies and sole sourcing of vendor selection to Insituform Technologies for repair to the Six Mile Creek Sewer Interceptor.

Discussion

Funding in the amount of \$300,000 was previously allocated and approved from ARPA funds by Council on June 28 for repair of a portion of the Six Mile Creek Sewer interceptor near Charleston Hwy. Since the project was originally identified, Utilities has continued to find weaknesses in the existing sewer line. As time is of the essence, to help resolve future sewer line malfunctions, a CIPP (Cured-In-Place-Pipe) lining has been proposed for a portion of the line presently being by-passed. This will take place on 605 feet of 30-inch gravity sewer line that is part of the existing by-pass allowing work on the line with no interruptions in service and will save money on replacing the entire length of the system.

Because of time limitations, limited companies who do the work, rising supply costs and contractor availability, a sole source contractor, Insituform Technologies, is being proposed for consideration. The selection was based on availability and limited contractors with the materials necessary to perform the work in the timeline necessary, allowing for no service interruptions. In addition, Council has the authority to waive the City's normal procurement practice on a most convenient source basis related to supply chain issues, which was adopted in March of 2022.

As this work is somewhat preventative and not related to the physical repair of the collapsed portion of the line for which the ARPA funding has been approved, staff recommends utilizing Utility reserve funding for this work. The estimated cost for this work is \$190,000.00.

Recommendation

Staff recommends Council accept the bid from Insituform Technologies by waiving the formal and informal bid process; authorize the City Manager to execute the appropriate contract; and approve the use of reserve Utility funding not to exceed \$190,000 for the work.



Robert Van Horne
1076-A Van Buren Ave.
Indian Trail, NC 28079

Cell: 704-221-8443
Fax: 704-296-5121
rvanhorne@aegion.com

June 29, 2022

Re: Cayce, SC Six Mile Interceptor 30" CIPP

AAJA-1021MRT

City of Cayce, SC
Mr. Tim Wemple
1800 12th St.
Cayce, SC 29033

twemple@cityofcayce-SC.gov
803-521-0246

Dear Tim

Insituform Technologies, LLC is providing the following proposal for City of Cayce, SC, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project. We are providing pricing for CIPP (Cured-In-Place-Pipe) lining of sewer lines.

PROPOSAL PRICING

Insituform proposes the following pricing for the scope of services described herein:

Item	Description	Unit	Qty	Unit Price	Total Price
1	Mobilization	LS	1	\$4,750.00	\$4,750.00
2	Pre-Cleaning and Inspection	Day	4	\$5,585.00	\$22,340.00
3	CIPP 30"	LF	605	\$217.00	\$131,285.00
4	Contingency (10%)	LS	1	\$15,837.50	\$15,837.50
	TOTAL				\$174,212.50

INSITUFORM SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site. The price presented is based upon one (1) instance of mobilization and demobilization.
2. Install **polyester** resin impregnated CIPP liner in accordance with ASTM F1216 or F1743 using either water or air/pull-in/steam, at the discretion of ITLLC.
3. Internal reinstatement of all service connections as directed by the Customer or their representative.
4. CCTV inspection of the pipe before and after the lining is complete.

5. Standard ITLLC one-year warranty from date of installation, excluding any required warranty TV inspection and/or testing.
6. Standard insurance coverage with the following limits:
 - General Liability: \$2,000,000 per occurrence/\$4,000,000 aggregate
 - Auto: \$2,000,000 Combined Single Limit
 - Workers Compensation: Statutory with \$1,000,000 Employer's LiabilityThe above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

NOTE: Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

ASSUMPTIONS AND QUALIFICATIONS

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

1. ITLLC assumes the work will be completed during dry weather conditions.
2. Quantities are estimated. Customer shall be invoiced for actual quantities at the above unit prices.
3. ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. Where required by the Contract Documents, ITLLC will pay the Prevailing Wages then in effect for the Project and will submit Certified Payroll Reports in a timely manner.

EXCLUSIONS:

The following items are excluded from ITLLC's above Pricing and Scope of Services / Responsibilities stated in this Proposal. These items, if necessary, applicable or otherwise required, shall be furnished by Customer, at Customer's direction and at no cost to ITLLC or may, upon mutual agreement in writing between ITLLC and Customer, be provided by ITLLC at an additional cost:

1. Permits, licenses and construction easements.
2. Manual operation of any pumping and/or metering stations.
3. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to manholes, access points and/or water supply hose.
4. Access to and use of fire hydrants and/or sufficient water supply (within 500 ft. of the installation site) to complete flushing and CIPP installation.
5. Burial and/or ramping of discharge or bypass hose/pipe.
6. External service reconnections.
7. Point repairs.
8. Bypassing of services or laterals.
9. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.
10. Directives setting forth which service connections must be reinstated prior to final CCTV inspection.
11. Locations of and access (of ITLLC equipment and/or personnel) to all manholes associated with the project and as required by ITLLC's work plan.
12. Equivalent pipe diameter access from the invert to the street level. This may include removal of the frame, cover and/or cone section of the liner installation manhole(s) such that the opening at the street level is no less than equivalent to the pipe diameter.
13. Payment and Performance bonds. If payment and performance bonds are required, add 2.5% to the total Project cost.
14. Removal and disposal of any hazardous or toxic materials encountered during the Project.
15. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
16. Complete independent testing of liner samples from each installation. Will be provided if required per specifications.

17. Certified Professional Engineer stamped designs. Will be provided if required in specifications.
18. State and local sales and/or use taxes.
19. Additional premiums for special insurance coverage(s) specific to this project.
20. Costs for any water usage during the CIPP process.
21. Costs for any access, excavation, grading, or temporary roads if needed.
22. Traffic control.
23. Bypass pumping.
24. Costs for dumping of debris removed from the line.

GENERAL TERMS AND CONDITIONS:

1. ITLLC's Proposal is conditioned upon Customer's acceptance of the terms and conditions set forth herein. Customer's ordering of material or services by purchase order or otherwise, shall be treated as Customer's acceptance of such terms and conditions. All terms and conditions in Customer's purchase order or in any other communication to ITLLC, whether submitted previously or subsequently to this Proposal, which are additional to or inconsistent with the terms and conditions of this Proposal are not binding upon ITLLC and shall not be applicable to this Proposal, except to the extent accepted in writing by ITLLC. Any change or amendment to this Proposal, to be binding upon ITLLC, must be accepted in writing by ITLLC.
2. ITLLC has based its Proposal on a nominal wall thickness for the Insitutube as shown in the price. This is based on the best available information at the time of this Proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.
3. Specific service connections will be reconnected only when written directions are received from the Customer. The Customer will indemnify and hold ITLLC harmless from all claims arising from backups and other effects of such actions or inaction's from services not opened at the owner's request. In the event that Insituform is unable to locate or reconnect a service lateral internally, the Customer will externally reconnect the service at no cost to ITLLC.
4. This Proposal is valid for 30 days, unless otherwise extended by ITLLC.
5. **PAYMENT:** Payment is due in full, without exception or retention, within 30 days of the date of the invoice. Monthly partial progress payments may be requested for the value of work in progress or completed, including materials delivered to the Project site. Payments due and unpaid shall bear interest at the rate of 1½ % per month from the date payment is due. Should ITLLC incur costs or expenses to collect monies claimed due hereunder from Customer, Customer shall pay to ITLLC, in addition to all other sums due to ITLLC, attorneys' fees, consultants' costs, and other expenses and costs, including but not limited to litigation and/or arbitration expenses and arbitrator compensation, in connection therewith.
6. ITLLC is not a union shop and shall not be subject to any union requirements or agreements or project labor agreements. On public projects where required, ITLLC will pay prevailing wages as identified by Customer prior to submission of this Proposal.
7. Should ITLLC learn of any information that causes ITLLC concern about Customer's ability to pay and/or perform any of its obligations owing to ITLLC under Proposal, ITLLC has the right to request Customer to provide ITLLC adequate assurance of due performance on such terms as are deemed reasonable by ITLLC when acting in good faith, including the right to await full or partial payment from Customer as required by ITLLC. In such an instance, ITLLC may suspend its performance pending ITLLC's receipt of adequate assurance of due payment and/or performance in a manner found acceptable by ITLLC.
8. ITLLC shall not be responsible for any inability to perform under this Proposal or for any loss or damage due to delays or disruptions resulting directly or indirectly from, or contributed to by, any act of God, action or omission of Customer, act of civil or military authorities, fire, strike or other labor dispute, accident, flood, adverse weather, war, riot, terrorism, transportation delay, inability to obtain material or fuel supplies, or any other circumstances beyond ITLLC's reasonable control, whether similar or dissimilar to any of the foregoing. If ITLLC crews are delayed on site for reasons beyond the control of ITLLC, then ITLLC's standby time will be invoiced to Customer at an hourly rate of **\$650.00** per hour.

9. Claims for Changed, Concealed or Unknown Conditions: If conditions are encountered at the site which are (1) materially changed; (2) subsurface or otherwise concealed physical conditions which differ materially from the information upon which this Proposal is based or (3) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for herein, then the Proposal Price and Time shall be equitably adjusted to address the conditions, where prior written notification and approval of claims exist.
10. LIMITED WARRANTY: ITLLC WARRANTS TO CORRECT ANY DEFECT IN THE MATERIALS OR SERVICES PROVIDED BY ITLLC WHICH ARE BROUGHT TO THE ATTENTION OF ITLLC IN WRITING WITHIN ONE YEAR FOLLOWING COMPLETION OF ITLLC'S WORK, PROVIDED CUSTOMER AFFORDS ITLLC SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
11. Except for the express warranty forming a part of this Proposal, ITLLC DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY. ITLLC'S LIABILITY TO CUSTOMER, WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE, IS LIMITED TO THAT PERMITTED UNDER THIS PROPOSAL, ITLLC Shall NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, LOST TIME, DELAY, DISRUPTION, INTERFERENCE, LOSS OF PRODUCTIVITY, INCONVENIENCE, LOST INCOME, OR LOST PROFITS.
12. This agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance herewith through no fault of the party initiating the termination.
13. The terms and conditions of this Proposal form the entire agreement between the parties. All other terms, proposals, negotiations, representations, recommendations, statements or agreements, whether made or issued contemporaneously or previously, are excluded from and are not a part of this Proposal, and have no binding or enforceable effect. This Proposal, if accepted, shall be binding on the parties and their respective successors and assigns.

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

Please do not hesitate to contact me at 704-221-8443 with any further questions.

Very truly yours,

Insituform Technologies, LLC.

Robert Van Horne

Robert Van Horne
Business Development Manager

Accepted By: _____
(signed)

Date: _____

(print name)

Title: _____