

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, May 24, 2023  
5:00 p.m. – Cayce City Hall – 1800 12<sup>th</sup> Street  
[www.caycesc.gov](http://www.caycesc.gov)**

**I. Call to Order**

A. Invocation and Pledge of Allegiance

**II. Public Comment Regarding Items on the Agenda**

**III. Presentation**

A. National Police Week Presentation

**IV. Ordinances**

A. Discussion and Approval of Ordinance 2023-05 Authorizing and Directing the City of Cayce to Enter into an Intergovernmental Agreement Relating to South Carolina Local Revenue Services; to Participate in One or More Local Revenue Service Programs; to Execute and Deliver One or More Participant Program Supplements; and Other Matters Relating Thereto – Second Reading

**V. Items for Discussion and Possible Approval**

A. Discussion and Approval of Memorandum of Agreements (MOA) with the South Carolina Department of Transportation (SCDOT) for Utility Relocation (Sewer and Water) at the I-26 and US-21 (Exit 119) Interchange Improvement

B. Discussion and Approval of Funding to Participate in the Midlands Regional Biosolids Compost Facility Feasibility Assessment

C. Discussion and Approval of Agreement Renewals for American Engineering Consultants, Inc. for Professional Engineering Services; Hanna Engineering, LLC for Professional Engineering Services; The LandPlan Group South, Inc. for Professional Planning, Design, Engineering and Construction Management Services; and MPA Strategies for Public Relations

D. Discussion and Approval of Reappointments of the City Prosecutor and Public Defender and Approval of Contract

E. Discussion and Approval of an Opioid Recovery Fund Request for a new Full Time Community Risk Reduction Program Manager

**VI. Committee Matters**

- A. Appointment and Reappointments
  - Public Safety Foundation – One (1) Position
  - Events Committee – One (1) Position
  - Museum Commission One (1) Position

**VII. City Manager's Report**

**VIII. Council Comments**

**IX. 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

**X. Reconvene**

**XI. Possible actions in follow up to Executive Session**

**XII. Adjourn**

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

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# Memorandum

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**To:** Mayor and Council

**From:** Tracy Hegler, City Manager

**Date:** May 24, 2023

**Subject:** Second Reading of Ordinance 2023-05 Authorizing and Directing the City of Cayce to Enter into an Intergovernmental Agreement Relating to South Carolina Local Revenue Services; to Participate in One or More Local Revenue Service Programs; to Execute and Deliver One or More Participant Program Supplements; and Other Matters Relating Thereto

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## **ISSUE**

Council approval is needed to give Second Reading approval to an Ordinance required by the Municipal Association of South Carolina for the rebranding of their tax collection program and for the execution of a related intergovernmental agreement and documents to participate in the newly termed Local Revenue Services Program

## **BACKGROUND**

The City of Cayce has long participated in the Municipal Association of South Carolina's (MASC) tax collection program for certain business licenses. MASC has recently rebranded that program as the Local Revenue Services Program. That rebranding, along with the adoption of new local business license ordinances under Act 176, enacted by the General Assembly in 2020, requires the City to update its agreement with MASC and adopt an ordinance requiring that.

More detail about this requirement can be found in the attached memo from MASC. All related documents for review are also attached.

The City's attorney has reviewed the intergovernmental agreement and related documents.

## **RECOMMENDATION**

Staff recommends Council give Second Reading approval to Ordinance 2023-05, which directs the City to enter into an updated Intergovernmental Agreement with MASC relating to South Carolina Local Revenue Services; to participate in one or more of those local revenue services programs; and to execute and deliver one or more participant program supplements.

Date: February 28, 2023

To: Mayors, Managers, Administrators, Clerks and  
Local Revenue Service Contacts

From: Caitlin Cothran, Manager for Local Revenue Services

Re: Ordinance, Agreement, and Supplement for Local Revenue Service Programs  
**PROMPT ACTION REQUIRED**

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For many years, the Municipal Association has offered collection programs for certain business license taxes. These programs include the Insurance Tax Collection Program, the Brokers Tax Collection Program, and the Telecommunication Tax Program. The Municipal Association has collectively rebranded these programs as Local Revenue Services and has renamed the three business license programs as the Insurance Tax Program (ITP), the Brokers Tax Program (BTP), and the Telecommunication Tax Program (TTP).

In addition, by Act 176 of 2020,<sup>1</sup> the General Assembly standardized business licensing in the State of South Carolina. Following the adoption of this Act, the Municipal Association provided a revised model business license ordinance. Every municipality in the State has adopted a revised business license ordinance based on Act 176 and the new model ordinance.

As a result of the Local Revenue Services rebranding and the adoption of new local business license ordinances under Act 176, the Association is required to update the ordinances and agreement by which municipalities may participate in Local Revenue Services. Please note as follows:

- There are THREE attachments to this memo: (1) an ordinance to participate in Local Revenue Services, (2) an intergovernmental agreement for the programs, and (3) a program participant supplement by which a municipality elects which programs to join.
- In order to continue to participate in Local Revenue Services, **your municipality must (1) enact the attached ordinance and, (2) once the ordinance is enacted, sign the attached agreement and supplement.**
- The ordinance must be **completed where highlighted and then enacted exactly as written.**
- The agreement must be **signed exactly as written.**
- The supplement must be **completed where highlighted and then signed exactly as written.**
- The Setoff Debt Program is not affected by the attached documents, which relate only to ITP, BTP, and TTP.
- The Association must have a certified copy of your amended ordinance, together with the original signed agreement and supplement, by **May 26, 2023**. We will send you a copy of the final agreement with the Municipal Association's signature for your file. If you require an original signed agreement for your files, provide two signed agreements to the Municipal Association.

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<sup>1</sup> The Business License Standardization Act, found at S.C. Code Sec. 6-1-400 to -420.

The new program documents will not substantially change the operation of the Local Revenue Services programs from your perspective. The Municipal Association will continue to administer and collect business license taxes within ITP, BTP, and TTP. The rates for the Municipal Association's services will remain exactly the same as they are now. Finally, distributions of collected amounts will be made in the same manner and at approximately the same times as they are now.

The substantial changes to the Local Revenue Services programs are as follows:

- The new agreement is an intergovernmental agreement among all of the participating governments, rather than a series of standalone agreements.
- Local Revenue Services will act in its own name as a division of the Municipal Association and will be governed by a committee of the Municipal Association's Board of Directors.
- The terms on which the Municipal Association is delegated the authority to resolve litigation on behalf of its members have been clarified.
- An appeals process, as required by and consistent with Act 176, has been formally adopted.

If you have questions about the attached documents, please contact Caitlin Cothran at (803) 354-4786 or [ccothran@amsc.sc](mailto:ccothran@amsc.sc).

If your municipal attorney has questions about the attached documents, please direct him or her to contact Eric Shytle, General Counsel of the Municipal Association, at (803) 933-1214 or [eshytle@masc.sc](mailto:eshytle@masc.sc).

## ORDINANCE 2023-05

## AN ORDINANCE

**AUTHORIZING AND DIRECTING THE CITY OF CAYCE TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT RELATING TO SOUTH CAROLINA LOCAL REVENUE SERVICES; TO PARTICIPATE IN ONE OR MORE LOCAL REVENUE SERVICE PROGRAMS; TO EXECUTE AND DELIVER ONE OR MORE PARTICIPANT PROGRAM SUPPLEMENTS; AND OTHER MATTERS RELATING THERETO.**

**WHEREAS**, the City of Cayce (the "Municipality") is authorized by S.C. Code Section 5-7-30 and Title 6, Chapter 1, Article 3 to impose a business license tax on gross income;

**WHEREAS**, under State law, certain business license taxes are applicable in a manner or at a rate that applies throughout the State ("Statewide Business License Taxes");

**WHEREAS**, such Statewide Business License Taxes include without limitation the business license taxes applicable to insurers under Title 38, Chapter 7 of the S.C. Code; to brokers under Title 38, Chapter 45 of the S.C. Code; and to telecommunications companies under Title 58, Chapter 9, Article 20 of the S.C. Code;

**WHEREAS**, the Municipal Association of South Carolina (the "Association") has previously established local revenue service programs in which the Association administers Statewide Business License Taxes on behalf of and for the benefit of participating municipalities;

**WHEREAS**, such local revenue service programs include a program known as the Insurance Tax Program ("ITP") that administers business license taxes applicable to insurers under Title 38, Chapter 7 of the S.C. Code; a program known as the Brokers Tax Program ("BTP") that administers business license taxes applicable to brokers under Title 38, Chapter 45 of the S.C. Code; and a program known as the Telecommunications Tax Program ("TTP") that administers business license taxes applicable to telecommunications companies under Title 58, Chapter 9, Article 20 of the S.C. Code;

**WHEREAS**, the Municipality currently participates in ITP, BTP, and TTP;

**WHEREAS**, by Act No. 176 of 2020, known as the South Carolina Business License Tax Standardization Act and codified at S.C. Code Sections 6-1-400 to -420 (the "Standardization Act"), the South Carolina General Assembly imposed additional requirements and conditions on the administration of business license taxes;

**WHEREAS**, following the enactment of the Standardization Act, the Municipality enacted Ordinance No. 2021-23 on November 9, 2021, in order to comply with the requirements of the Standardization Act (the "Current Business License Ordinance");

**WHEREAS**, in connection with the enactment of the Standardization Act and the adoption of locally compliant business license ordinances, the municipalities of the State have determined that it would be advisable and prudent to update the existing local revenue service programs;

**WHEREAS**, in particular, the municipalities of the State have determined to establish and join

South Carolina Local Revenue Services (“LRS”) by intergovernmental agreement, which among other things will administer Statewide Business License Taxes on behalf of its participants, including but not limited to by continuing to offer the services provided by the ITP, BTP, and TTP;

**WHEREAS**, Article VIII, Section 13(A) of the South Carolina Constitution provides that “(a)ny county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof;”

**WHEREAS**, the City Council of the Municipality (the “Council”) now wishes to authorize and direct the Municipality to join LRS and to participate in one or more local revenue service programs;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the City of Cayce, as follows:

**SECTION 1. Direction to Apply to and Join LRS.** The form of the Local Revenue Services Agreement (the “Agreement”) pursuant to which a municipality may request to participate in LRS and, if approved, become a participant is attached hereto as Exhibit A. The City Manager (the “Executive Officer”) is hereby authorized and directed to apply to participate in LRS. If the Municipality’s application is approved by LRS, then the Executive Officer shall execute and deliver a counterpart to the Agreement in substantially the form attached hereto. The Council hereby approves the terms and conditions of and agrees to comply with the Agreement upon the execution and delivery thereof by the Executive Officer.

**SECTION 2. Participation in Local Revenue Service Programs.** The Council determines that, if admitted to LRS, the Municipality will participate in the ITP, the BTP, and the TTP. The Executive Officer is hereby authorized and directed to execute and deliver any required Participant Program Supplements (as such term is defined in the Agreement) as may be necessary to participate in such local revenue service programs.

**SECTION 3. Business License Taxes Applicable to Insurance Companies.** Notwithstanding anything in the Current Business License Ordinance to the contrary, the following provisions shall apply to insurance companies subject to Title 38, Chapter 7 of the S.C. Code.

- a) Except as set forth below, “gross premiums” for insurance companies means gross premiums written for policies for property or a risk located within the municipality. In addition, “gross premiums” shall include premiums written for policies that are sold, solicited, negotiated, taken, transmitted, received, delivered, applied for, produced or serviced by (1) the insurance company’s office located in the municipality, (2) the insurance company’s employee conducting business within the municipality, or (3) the office of the insurance company’s licensed or appointed producer (agent) conducting business within the municipality, regardless of where the property or risk is located, provided no tax has been paid to another municipality in which the property or risk is located based on the same premium.
- b) As to fire insurance, “gross premiums” means gross premiums (1) collected in the municipality, and/or (2) realized from risks located within the limits of the municipality.

- c) As to bail bonds, “gross premiums” shall exclude any amounts retained by a licensed bail bondsman as defined in Title 38, Chapter 53 of the S.C. Code for authorized commissions, fees, and expenses.
- d) Gross premiums shall include all business conducted in the prior calendar year. Gross premiums shall include new and renewal business without deductions for any dividend, credit, return premiums, or deposit.
- e) Solicitation for insurance, receiving or transmitting an application or policy, examination of a risk, collection or transmitting of a premium, adjusting a claim, delivering a benefit, or doing any act in connection with a policy or claim shall constitute conducting business within the municipality, regardless of whether or not an office is maintained in the municipality.
- f) The business license tax for insurance companies under Title 38, Chapter 7 of the S.C. Code shall be established at the rates set forth below. Declining rates shall not apply.

**NAICS Code**

524113      **Life, Health, and Accident.** 0.75% of Gross Premiums.

524126      **Fire and Casualty.** 2% of Gross Premiums.

524127      **Title Insurance.** 2% of Gross Premiums.

- g) License taxes for insurance companies shall be payable on or before May 31 in each year without penalty. The penalty for delinquent payments shall be 5% of the tax due per month, or portion thereof, after the due date until paid.

**SECTION 4. Business License Tax Applicable to Brokers.** Title 38, Chapter 45 of the S.C. Code (the “Brokers Act”) establishes a blended premium tax rate applicable to brokers of 6 percent, comprising a 4 percent State premium tax and a 2 percent municipal premium tax, each to be collected by the South Carolina Department of Insurance. Pursuant to §§ 38-45-10 and 38-45-60 of the Brokers Act, the Municipal Association of South Carolina is designated the municipal agent for purposes of administration of the municipal broker’s premium tax.

**SECTION 5. Business License Taxes Applicable to Telecommunication Companies.**

- a) Notwithstanding any other provisions of the Current Business License Ordinance, the business license tax for “retail telecommunications services,” as defined in S. C. Code Section 58-9-2200, shall be at the maximum rate authorized by S. C. Code Section 58-9-2220, as it now provides or as provided by its amendment. Declining rates shall not apply.
- b) The business license tax year for retail telecommunications services shall begin on January 1 of each year. The business license tax for retail telecommunications services shall be due on January 1 of each year and payable by January 31 of that year, without penalty.



The delinquent penalty shall be five percent (5%) of the tax due for each month, or portion thereof, after the due date until paid.

- c) In conformity with S.C. Code Section 58-9-2220, the business license tax for “retail telecommunications services” shall apply to the gross income derived from the sale of retail telecommunications services for the preceding calendar or fiscal year which either originate or terminate in the municipality and which are charged to a service address within the municipality regardless of where these amounts are billed or paid and on which a business license tax has not been paid to another municipality. The measurement of the amounts derived from the retail sale of mobile telecommunications services shall include only revenues from the fixed monthly recurring charge of customers whose service address is within the boundaries of the municipality. For a business in operation for less than one year, the amount of business license tax shall be computed on a twelve-month projected income.
- d) Nothing in this Ordinance shall be interpreted to interfere with continuing obligations of any franchise agreement or contractual agreement. All fees collected under such a franchise or contractual agreement shall be in lieu of fees or taxes which might otherwise be authorized by this Ordinance.

**SECTION 6. No Exemption for Interstate Commerce.** Properly apportioned gross income from interstate commerce shall be included in the gross income for every business subject to a business license tax.

**SECTION 7. LRS to Appoint Business License Official and to Designate Appeals Board.** Pursuant to the Agreement, LRS is hereby authorized to appoint one or more individuals (each, an “LRS Business License Official”) to act as the Municipality’s business license official for purposes of administering Statewide Business License Taxes. In addition, LRS is hereby authorized pursuant to the Agreement to designate an appeals board (the “Appeals Board”) for purposes of appeals arising with respect to such taxes. The LRS Business License Official so appointed and the Appeals Board so designated shall have all of the powers granted to the Municipality’s business license official and appeals board under the Current Business License Ordinance, except as may be modified by this ordinance.

**SECTION 8. Appeals Process.** With respect to the calculation, assessment, and collection of Statewide Business License Taxes, in lieu of the appeals process described in the Current Business License Ordinance, the following appeals process required by S.C. Code Section 6-1-410 shall apply:

- a) If a taxpayer fails or refuses to pay a Statewide Business License Tax by the date on which it is due, the LRS Business License Official may serve notice of assessment of the Statewide Business License Tax due on the taxpayer by mail or personal service. Within thirty days after the date of postmark or personal service, a taxpayer may request, in writing with reasons stated, an adjustment of the assessment. An informal conference between the

LRS Business License Official and the taxpayer must be held within fifteen days of the receipt of the request, at which time the taxpayer may present any information or documents in support of the requested adjustment. Within five days after the conference, the LRS Business License Official shall issue a notice of final assessment and serve the taxpayer by mail or personal service with the notice and provide a form for any further appeal of the assessment by the taxpayer.

- b) Within thirty days after the date of postmark or personal service, the taxpayer may appeal the notice of final assessment by filing a completed appeal form with the LRS Business License Official, by mail or personal service, and by paying to LRS in protest at least eighty percent of the business license tax based on the final assessment. The appeal must be heard and determined by the Appeals Board. The Appeals Board shall provide the taxpayer with written notice of the hearing and with any rules of evidence or procedure prescribed by the Appeals Board. The hearing must be held within thirty days after receipt of the appeal form unless continued to another date by agreement of the parties. A hearing by the Appeals Board must be held at a regular or specially called meeting of the Appeals Board. At the appeals hearing, the taxpayer and LRS have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The hearing must be recorded and must be transcribed at the expense of the party so requesting. The Appeals Board shall decide the assessment by majority vote. The Appeals Board shall issue a written decision explaining the basis for the decision with findings of fact and conclusions and shall inform the taxpayer of the right to request a contested case hearing before the Administrative Law Court. The written decision must be filed with the LRS Business License Official and served on the taxpayer by mail or personal service. The decision is the final decision of LRS on the assessment.
- c) Within thirty days after the date of postmark or personal service of LRS's written decision on the assessment, a taxpayer may appeal the decision to the Administrative Law Court in accordance with the rules of the Administrative Law Court.

**SECTION 9. Repealer, Effective Date.** All ordinances in conflict with this ordinance are hereby repealed. This ordinance shall be effective on the date of final reading.

**ENACTED IN REGULAR MEETING**, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

First reading: \_\_\_\_\_

Final reading: \_\_\_\_\_

# ITEM IV. A.

[EXHIBIT A]

## LOCAL REVENUE SERVICES AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_, by and among the Municipal Association of South Carolina (the "Association") and all the parties who are now or may hereafter become participants ("Participants") in South Carolina Local Revenue Services, a division of the Association ("LRS"),

### WITNESSETH:

**WHEREAS**, certain governmental functions may be more efficiently and effectively provided in cooperation with other governments, particularly when the sharing of such functions may deliver economies of scale, avoid redundancies in staffing, facilitate intergovernmental communication and coordination, benefit the citizens and taxpayers of the State by offering single points of contact, and allow retention of highly trained and specialized staff or private contractors in situations in which it would not be cost effective for a single government to retain such professionals;

**WHEREAS**, Article VIII, sec. 13 of the South Carolina Constitution provides that any incorporated municipality "may agree with . . . any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof," and that "[n]othing in this Constitution may be construed to prohibit the State or any of its counties, incorporated municipalities, or other political subdivisions from agreeing to share the lawful cost, responsibility, and administration of functions with any one or more governments, whether within or without this State;"

**WHEREAS**, S.C. Code § 4-9-41(A) provides that any "incorporated municipality ... may provide for the joint administration of any function and exercise of powers as authorized by Section 13 of Article VIII of the South Carolina Constitution;"

**WHEREAS**, certain municipalities in the State have determined that it would be effective and efficient to jointly perform certain functions, including without limitation the business license functions more fully described below;

**WHEREAS**, LRS is a division of the Association and a committee of the board of directors of the Association and will establish or continue one or more Revenue Service Programs (as hereinafter defined); and

**WHEREAS**, the Participants, through action of their respective governing bodies, have elected to comply with the conditions of this Agreement and to authorize LRS to perform the functions and exercise the powers herein described;

**NOW, THEREFORE**, for and in consideration of the mutual covenants, promises, and obligations herein contained, which are given to and accepted by each signatory hereof to the other, the parties hereto agree as follows:

**Section 1. Definitions.** As used in this Agreement, the following terms shall have the meanings set forth below:

- (a) "Appeals Board" means the board created pursuant to Section 8 hereof for purposes of hearing and determining appeals under this Agreement.
- (b) "Association" means the Municipal Association of South Carolina.
- (c) "Gross Proceeds" means, with respect to any Revenue Service Program and for any period of calculation, the total amount of Impositions collected by LRS during such period.
- (d) "Imposition" means any tax, fee, rate, charge, fine, penalty, or interest charge that has been lawfully imposed by a Participant and for which a Revenue Service Program has been established. Such Impositions include, without limitation, Statewide Business License Taxes.
- (e) "LRS" means South Carolina Local Revenue Services, established by this Agreement.
- (f) "LRS Board of Directors" means the board of directors of LRS.
- (g) "LRS Business License Official" shall mean the person designated from time to time by the LRS Board of Directors to act as the business license official (as such term is used in S.C. Code §§ 6-1-400 to -420) with respect to one or more Revenue Service Programs. The LRS Board of Directors may, but need not, designate different persons as the LRS Business License Official for different Revenue Service Programs.
- (h) "Participant" means a local government that has become a participant in LRS by applying to LRS for admission and, if approved, accepting the terms of participation in LRS by ordinance and signing this Agreement in counterpart.
- (i) "Net Proceeds" means, with respect to any Revenue Service Program and for any period of calculation, the amount of Gross Proceeds that remain for distribution to Participants after the payment of operation and maintenance expenses (including, without limitation, LRS's compensation) for such period.
- (j) "Revenue Service Programs" means any one or more programs established or continued by LRS to administer, assess, collect, and enforce Impositions. Such Revenue Service Programs may include, without limitation, programs for the administration, assessment, collection, and enforcement of Statewide Business License Taxes.
- (k) "S.C. Code" means the South Carolina Code of Laws of 1976, as amended.
- (l) "State" means the State of South Carolina.
- (m) "Statewide Business License Taxes" means business license taxes that, pursuant to the S.C. Code, are applicable in a manner or at a rate that applies throughout the State. Such business license taxes include without limitation the business license taxes applicable to insurers under Title 38, Chapter 7 of the S.C. Code; to brokers under Title 38, Chapter 45

of the S.C. Code; to telecommunications companies under Title 58, Chapter 9, Article 20 of the S.C. Code; and such other business license taxes as may now or hereafter be made applicable throughout the State in a manner or at a rate that has been established by State law.

**Section 2. Authorization of LRS.** The municipalities that are initial signatories hereto do hereby establish LRS and authorize it to perform the functions and exercise the powers described in this Agreement. The functions to be performed hereunder are more specifically described in Section 5 below and the powers to be exercised are more specifically described in Section 6 below. The Participants, regardless of their respective dates of admission to LRS, further agree as follows:

- (a) The functions and powers described in this Agreement would be more efficiently and effectively performed and exercised in cooperation with other governments through LRS;
- (b) The Participants shall comply with the conditions of this Agreement and, by joining LRS, shall jointly perform the functions and exercise the powers herein described by contract with LRS.

**Section 3. Participation.** The right to participate in LRS shall be limited to local governments within the State. A qualifying entity may become a Participant by applying to LRS for admission and, if approved, accepting the terms of participation in LRS by ordinance and signing this Agreement in counterpart. LRS shall be sole judge of whether an applicant shall be admitted as a Participant. A Participant may be suspended or expelled by the LRS Board of Directors from LRS, provided that such suspension or expulsion shall not be effective until 30 days after written notice of suspension or expulsion has been mailed to it.

**Section 4. LRS Board of Directors.** LRS shall be governed by a Board of Directors containing five Directors. The members of the Association's Executive Committee (comprising the President, First Vice President, Second Vice President, Third Vice President, and Immediate Past President of the Association) shall serve *ex officio* as Directors of LRS, with terms of office coterminous with their terms as officers of the Association. The President of the Association, or in his or her absence the First Vice President of the Association, shall serve as chair at meetings of the LRS Board of Directors. With respect to LRS's officers, the members of the LRS Board of Directors shall occupy the same offices as they do with respect to the Association.

**Section 5. Functions of LRS.** LRS may, and at the direction of and subject to the control of the LRS Board of Directors shall, establish or continue one or more Revenue Service Programs including, without limitation, for the administration, assessment, collection, and enforcement of Statewide Business License Taxes and other Impositions related to Statewide Business License Taxes. LRS's functions with respect to the Revenue Service Programs shall include, without limitation, training employees; developing resources to assist business license functions; making necessary investigations into entities or individuals subject to Impositions; developing databases for the application, calculation, allocation, and distribution of Impositions; establishing procedures for

determining and calculating the amounts due as Impositions; communicating with entities or individuals subject to Impositions; collecting current and delinquent Impositions; initiating, defending, managing, resolving, and settling disputes or litigation matters that affect more than one Participant; and acquiring, licensing, developing, improving, maintaining, and protecting software and other information technology infrastructure.

**Section 6. Powers of LRS.** LRS shall have the following powers:

- (a) adopt bylaws for the regulation of its affairs and the conduct of its business and prescribe rules and policies and promulgate regulations in connection with the performance of its functions and duties;
- (b) adopt an official seal and alter it at its pleasure;
- (c) maintain an office at a place it determines;
- (d) sue and be sued in its own name and plead and be impleaded;
- (e) require documentation of amounts due from taxpayers, including without limitation by requiring reconciliation reports in which the taxpayer provides sufficient information to verify whether revenues of the taxpayer are appropriate for exclusion as non-municipal revenues and to determine the proper allocation of Impositions among Participants;
- (f) receive, administer, and comply with the conditions and requirements of a gift, grant, or donation of property or money;
- (g) acquire by purchase, lease, gift, or otherwise, or obtain options for the acquisition of, any property, real or personal, improved or unimproved, including an interest in land less than the fee thereof in conformity with state law;
- (h) sell, lease, exchange, transfer, mortgage, or otherwise dispose of, or grant options for any such purposes with respect to, any real or personal property or interest therein in conformity with state law;
- (i) make and execute contracts, agreements, or other undertakings with such agents, service contractors, persons, firms, corporations, and attorneys as it deems appropriate to perform its functions and exercise its powers;
- (j) acquire, license, develop, improve, maintain, and protect software and other information technology infrastructure;
- (k) employ professionals, support staff, attorneys, appraisers, financial advisors, and other consultants and employees as required in the judgment of LRS and fix and pay their compensation from funds available to LRS for that purpose;
- (l) transact any lawful business that will aid the purposes and functions of LRS;

- (m) make payments or donations, or do any other act, not inconsistent with law, that furthers the business and affairs of LRS; and
- (n) do all things necessary or convenient, not inconsistent with law, to further the activities and affairs of LRS

**Section 7. Attorney-in-Fact Designation; Dispute Resolution and Conduct of Litigation.** Each Participant hereby appoints LRS and its designees as its agent and attorney-in-fact to act on its behalf with respect to Impositions. As agent and attorney-in-fact, LRS shall be fully empowered to initiate, defend, manage, resolve, and settle any disputes or litigation (whether in its own name or in the name of the Participants) relating to Impositions owing or payable to one or more Participants; to pay all expenses, costs, and judgments that might be incurred against LRS when acting on behalf of its Participants for communication, investigation, negotiation, enforcement, defense, or settlement with respect to Impositions; and to take all other actions as may be necessary to administer, collect, investigate, enforce, and implement the Revenue Service Programs. Each Participant, pursuant to Rule 17 of the S. C. Rules of Civil Procedure and Rule 17 of the Federal Rules of Civil Procedure, specifically acknowledges the standing of LRS to prosecute a civil action for collection in its behalf and hereby ratifies any such action that LRS may commence.

The LRS Board of Directors may, by majority vote, authorize a third party (including without limitation the Association) to act as attorney-in-fact to the same extent as set forth in this section on behalf of the Participants.

LRS's authority to initiate, defend, manage, resolve, and settle disputes and litigation shall be subject to the following terms and conditions:

- (a) If, with respect to any particular dispute, a proposed compromise or settlement would reduce the amount asserted by LRS to be payable to an individual Participant by more than ten percent (10%) of the total amount remitted by LRS to such Participant in the immediately preceding year for the relevant Revenue Service Program, then, notwithstanding subsections 7(b) and 7(c) below, LRS shall be required to secure the written consent of such Participant before compromising or settling such dispute with respect to such Participant. Otherwise, LRS shall be entitled to compromise or settle such dispute on behalf of each Participant without further authorization by such Participants beyond that contained herein.
- (b) Any proposed compromise or settlement that would result in a reduction of \$100,000 or less from the amount originally claimed to be due and owing by LRS may be approved or denied by LRS without separate approval by the LRS Board of Directors. The LRS Board of Directors shall, by appropriate action from time to time, designate one or more staff members or contractual counterparties who are authorized to compromise or settle such disputes.



- (c) Any proposed compromise or settlement that would result in a reduction of more than \$100,000 from the amount originally claimed to be due and owing by LRS must be approved or denied by the LRS Board of Directors.
- (d) Any proposed compromise or settlement that would result in a waiver of penalties, interest, late charges, or other amounts owing due to late payment of an Imposition must be approved or denied by the LRS Board of Directors.

**Section 8. Appeals Process.** The Participants acknowledge that, pursuant to local ordinances, regulations, and rules, each Participant has its own procedures by which matters relating to the calculation, assessment, and collection of business license taxes may be appealed. With respect to Impositions subject to this Agreement, however, each Participant has enacted a local ordinance by which appeals relating to such Impositions are excluded from the otherwise applicable local ordinance. Each Participant agrees that the appeals process described in this Section shall apply to all appeals relating to Impositions subject to this Agreement. Each Participant hereby consents to the adoption of the appeals process described in this Section; specifically declares its intention that such appeals process shall be deemed an exception to its otherwise applicable local ordinances, regulations, and rules; and agrees that it has or will approve such appeals process by appropriate local action.

- (a) There is hereby created a board for purposes of hearing appeals pursuant to this Section (the "Appeals Board"). The Appeals Board shall contain three members. The President of the Association, the Executive Director of the Association, and the President of the South Carolina Business Licensing Officials Association ("BLOA") shall each serve *ex officio* as members of the Appeals Board, with terms of office coterminous with their terms as officers of the Association or BLOA, as appropriate. The President of the Association, or in his or her absence the Executive Director of the Association, shall serve as chair at meetings of the Appeals Board.
- (b) With respect to the calculation, assessment, and collection of Impositions, the following appeals process, as required by Section 6-1-410, shall apply.
  - (1) If a taxpayer fails or refuses to pay an Imposition by the date on which such Imposition is due, the LRS Business License Official may serve notice of assessment of the Imposition due on the taxpayer by mail or personal service. Within thirty days after the date of postmark or personal service, a taxpayer may request, in writing with reasons stated, an adjustment of the assessment. An informal conference between the LRS Business License Official and the taxpayer must be held within fifteen days of the receipt of the request, at which time the taxpayer may present any information or documents in support of the requested adjustment. Within five days after the conference, the LRS Business License Official shall issue a notice of final assessment and serve the taxpayer by mail or

personal service with the notice and provide a form for any further appeal of the assessment by the taxpayer.

- (2) Within thirty days after the date of postmark or personal service, the taxpayer may appeal the notice of final assessment by filing a completed appeal form with the LRS Business License Official, by mail or personal service, and by paying to LRS in protest at least eighty percent of the business license tax based on the final assessment. The appeal must be heard and determined by the Appeals Board. The Appeals Board shall provide the taxpayer with written notice of the hearing and with any rules of evidence or procedure prescribed by the Appeals Board. The hearing must be held within thirty days after receipt of the appeal form unless continued to another date by agreement of the parties. A hearing by the Appeals Board must be held at a regular or specially called meeting of the Appeals Board. At the appeals hearing, the taxpayer and LRS have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The hearing must be recorded and must be transcribed at the expense of the party so requesting. The Appeals Board shall decide the assessment by majority vote. The Appeals Board shall issue a written decision explaining the basis for the decision with findings of fact and conclusions and shall inform the taxpayer of the right to request a contested case hearing before the Administrative Law Court. The written decision must be filed with the LRS Business License Official and served on the taxpayer by mail or personal service. The decision is the final decision of LRS on the assessment.
- (3) Within thirty days after the date of postmark or personal service of LRS's written decision on the assessment, a taxpayer may appeal the decision to the Administrative Law Court in accordance with the rules of the Administrative Law Court.

**Section 9. LRS May Be Separately Organized.** Hereafter, the LRS Board of Directors may determine, for corporate governance, recordkeeping, and operational purposes, that LRS should be established as a separate entity, either under the South Carolina Nonprofit Corporation Act, currently codified at Title 33, Chapter 31 of the S.C. Code, or otherwise. If the LRS Board of Directors so determines, it may take all such actions as may be necessary to organize LRS as a separate entity without further approval by the Participants, provided that such organization shall not otherwise vary or modify the terms of this Agreement except to the extent necessary to reflect the new organizational structure of LRS.

**Section 10. Participation in a Revenue Service Program.** A Participant may elect to participate in a Revenue Service Program by signing and delivering a separate supplement to this Agreement with respect to such Revenue Service Program (each, a "Participant Program Supplement"). The

Participant Program Supplements shall be substantially identical within each Revenue Service Program. The form of the Participant Program Supplement is attached hereto as Appendix A.

**Section 11. Collection of Impositions; Distributions; Payment for Services; Prohibition on Lobbying Activity.**

- (a) LRS shall collect, subject to the Participant Program Supplements, all Impositions subject to this Agreement.
- (b) The Participants will compensate LRS for its services. Initially, such compensation shall be in the amount of four percent of Gross Proceeds collected for the benefit of each Participant within each Revenue Service Program, subject to any volume discount approved from time to time by the LRS Board of Directors, together with any interest earned on funds held on deposit prior to disbursement. The Participants acknowledge that this amount represents operating expenses payable to LRS for services rendered. For accounting and recordkeeping purposes, LRS will apply this rate to each Participant separately within each Revenue Service Program. Hereafter, and notwithstanding Section 13 below, the LRS Board of Directors by majority vote may amend the compensation method by giving notice to all participating Participants at least ninety days prior to the effective date of such amendment. Such amendment shall become effective after the ninety-day notice period with respect to each Participant without further action by such Participant, provided that such Participant may withdraw from participation at any time within ninety days after notice of the amendment is provided.
- (c) LRS will regularly, and not less than once in each calendar quarter, distribute the Net Proceeds to Participants.
- (d) No funds or personnel of LRS may be used or employed to influence any election; support or oppose any partisan organization; support or oppose the enactment, repeal, or modification of any federal or state legislation; or seek to influence any federal or state local government officials in the discharge of their official functions.

**Section 12. Fiscal Year.** LRS shall operate on a fiscal year from 12:01 a.m. January 1 of each year to 12:00 midnight December 31 of the succeeding year (the "LRS Year"). Application for participation, when approved in writing by LRS shall constitute a continuing contract for each succeeding LRS Year unless cancelled by LRS.

**Section 13. Amendment.** This Agreement may be amended by an agreement executed by those Participants constituting a majority of the Participants in LRS during the current LRS Year. In lieu of this amendment procedure, the Participants hereby appoint a 4/5 majority (i.e., at least four Directors) of the LRS Board of Directors agents to make any amendments to this Agreement that would not fundamentally alter the contemplated arrangement. Written notice of any amendment proposed for adoption by the LRS Board of Directors shall be mailed to each Participant not less than 30 days in advance. Written notice of amendments finally adopted by

the LRS Board of Directors shall be mailed to each Participant not more than 30 days after adoption.

**Section 14. Terms Applicable on Admission.** Any entity that formally applies to participate in LRS and is accepted by LRS shall thereupon become a party to this Agreement and be bound by all of the terms and conditions hereof. A Participant may withdraw from participation by delivery of written notice of withdrawal at least 90 days prior to the end of an LRS Year, to be effective as of the end of such LRS Year.

**Section 15. Term; Dissolution.** LRS has been established with the bona fide intention that it shall be continued in operation indefinitely and that the contributions to LRS shall continue for an indefinite period. However, the LRS Board of Directors reserves the right at any time to terminate LRS by a written instrument to that effect executed by at least four-fifths (4/5) of the members of the LRS Board of Directors. Such written termination notice shall be delivered to each Participant no less than 120 days prior to the effective date of termination. In the event of such termination, Participant contributions shall cease as of the date of termination and the assets then remaining in the fund shall continue to be used and applied, to the extent available, for the (a) payment of claims arising prior to such termination and (b) payment of reasonable and necessary expenses incurred in such termination. Any monies or other assets thereafter remaining in LRS shall be distributed pro rata to the Participants in LRS as of the day of termination. In no event shall any such assets be returned or distributed to any individual. Upon such termination, the LRS Board of Directors shall continue to serve for such period of time and to the extent necessary to effectuate termination of LRS.

*[signatures appear on following page]*

**IN WITNESS WHEREOF**, the Participants listed below acknowledge their participation in LRS and acceptance of obligations thereunder, by the due execution hereof, following appropriate governmental body approval, by its mayor or other duly authorized official. Further, LRS has caused these presents to be signed by its President and attested by its Vice President.

**MUNICIPAL ASSOCIATION OF SOUTH CAROLINA**

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B. Todd Glover, Executive Director

**LOCAL REVENUE SERVICES, A DIVISION OF THE  
MUNICIPAL ASSOCIATION OF SOUTH CAROLINA**

---

Mayor Rick Osbon, President of LRS

**ATTEST:**

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Mayor Barbara Blain-Bellamy, Vice President of LRS

**PARTICIPANT SIGNATURE PAGE**

**CITY OF CAYCE, SOUTH CAROLINA**

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Name:

Title:

**ATTEST:**

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Name:

Title: Municipal Clerk of Cayce

## APPENDIX A: FORM OF PARTICIPANT PROGRAM SUPPLEMENT

**WHEREAS**, the City of Cayce (the "Municipality") has applied for and been approved to participate in South Carolina Local Revenue Services ("LRS");

**WHEREAS**, the Municipality has executed a counterpart of the Local Revenue Services Agreement (the "Agreement") by and among itself and all other participants in LRS;

**WHEREAS**, capitalized terms used and not otherwise defined herein have the meaning given to such terms in the Agreement;

**WHEREAS**, pursuant to the Agreement, LRS has established Revenue Service Programs for Statewide Business Licenses and other Impositions; and

**WHEREAS**, the Municipality now desires to agree to participate in one or more Revenue Service Programs;

**NOW, THEREFORE**, the Municipality hereby agrees with LRS as follows:

**Section 1. Participation in Revenue Service Programs.** The Municipality hereby elects and agrees to participate in the following Revenue Service Programs: ITP, BTP, TTP.

**Section 2. Term.** This Participant Program Supplement is effective until December 31, 2023, and shall continue from year-to-year thereafter until terminated by either party upon notice delivered in writing given at least 90 days prior to the next upcoming December 31.

**Section 3. Payment for Services.** The Municipality agrees that it will compensate LRS for its services as set forth in the Agreement. Initially, such compensation shall be in the amount of four percent of Gross Proceeds collected for the benefit of the Municipality within each Revenue Service Program, subject to any volume discount approved from time to time by the LRS Board of Directors, together with any interest earned on funds held on deposit prior to disbursement. The Municipality acknowledges that this amount represents operating expenses payable to LRS for services rendered. For accounting and recordkeeping purposes, LRS will apply this rate to the Municipality separately within each Revenue Service Program.

**Section 4. Expenses; Fund Accounting.** (a) The rate for services established herein shall be inclusive of all administrative expenses of LRS, except legal expenses incurred in connection with the services rendered. Legal expenses incurred by LRS are not included in the base rate and shall be prorated to all Participants in direct relationship to the disbursements of the Revenue Service Program to which the legal expenses relate.

(b) LRS will deposit all funds received in an appropriate account for which accurate records will be maintained. Business license taxes collected for the Municipality, less the service charge herein agreed to, will be disbursed to the Municipality on or before March 1 of each calendar year and thereafter as remaining collections permit.

**Section 5. Special Provisions for BTP.** (a) Pursuant to Title 38, Chapter 45 of the South Carolina Code of Laws (the "Brokers Insurance Statute"), the Municipality designates the Municipal Association of South Carolina as the municipal agent to act on behalf of the municipality for the purposes of the Brokers Insurance Statute.

(b) The Brokers Insurance Statute governs the receipt from the South Carolina Department of Insurance ("DOI") and distribution to the Municipality of all municipal premium taxes from brokers for non-admitted surplus lines insurance. Upon receipt of the taxes from the DOI, LRS will deposit all funds received in an appropriate account for which accurate records will be maintained. Taxes will be disbursed to the Municipality, less the service charge herein agreed to, as collections permit.



**PARTICIPANT PROGRAM SUPPLEMENT**

**WHEREAS**, the City of Cayce (the "Municipality") has applied for and been approved to participate in South Carolina Local Revenue Services ("LRS");

**WHEREAS**, the Municipality has executed a counterpart of the Local Revenue Services Agreement (the "Agreement") by and among itself and all other participants in LRS;

**WHEREAS**, capitalized terms used and not otherwise defined herein have the meaning given to such terms in the Agreement;

**WHEREAS**, pursuant to the Agreement, LRS has established Revenue Service Programs for Statewide Business Licenses and other Impositions; and

**WHEREAS**, the Municipality now desires to agree to participate in one or more Revenue Service Programs;

**NOW, THEREFORE**, the Municipality hereby agrees with LRS as follows:

**Section 1. Participation in Revenue Service Programs.** The Municipality hereby elects and agrees to participate in the following Revenue Service Programs: ITP / BTP / TTP.

**Section 2. Term.** This Participant Program Supplement is effective until December 31, 2023, and shall continue from year-to-year thereafter until terminated by either party upon notice delivered in writing given at least 90 days prior to the next upcoming December 31.

**Section 3. Payment for Services.** The Municipality agrees that it will compensate LRS for its services as set forth in the Agreement. Initially, such compensation shall be in the amount of four percent of Gross Proceeds collected for the benefit of the Municipality within each Revenue Service Program, subject to any volume discount approved from time to time by the LRS Board of Directors, together with any interest earned on funds held on deposit prior to disbursement. The Municipality acknowledges that this amount represents operating expenses payable to LRS for services rendered. For accounting and recordkeeping purposes, LRS will apply this rate to the Municipality separately within each Revenue Service Program.

**Section 4. Expenses; Fund Accounting.** (a) The rate for services established herein shall be inclusive of all administrative expenses of LRS, except legal expenses incurred in connection with the services rendered. Legal expenses incurred by LRS are not included in the base rate and shall be prorated to all Participants in direct relationship to the disbursements of the Revenue Service Program to which the legal expenses relate.

(b) LRS will deposit all funds received in an appropriate account for which accurate records will be maintained. Business license taxes collected for the Municipality, less the service charge herein agreed to, will be disbursed to the Municipality on or before March 1 of each calendar year and thereafter as remaining collections permit.

**Section 5. Special Provisions for BTP.** (a) Pursuant to Title 38, Chapter 45 of the South Carolina Code of Laws (the "Brokers Insurance Statute"), the Municipality designates the Municipal

Association of South Carolina as the municipal agent to act on behalf of the municipality for the purposes of the Brokers Insurance Statute.

(b) The Brokers Insurance Statute governs the receipt from the South Carolina Department of Insurance (“DOI”) and distribution to the Municipality of all municipal premium taxes from brokers for non-admitted surplus lines insurance. Upon receipt of the taxes from the DOI, LRS will deposit all funds received in an appropriate account for which accurate records will be maintained. Taxes will be disbursed to the Municipality, less the service charge herein agreed to, as collections permit.

**CITY OF CAYCE, SOUTH CAROLINA**

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Name:

Title:

**ATTEST:**

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Name:

Title: City Clerk of Cayce

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# Memorandum

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**To:** Mayor and Council

**From:** Tracy Hegler, City Manager

**Date:** May 24, 2023

**Subject:** Memorandum of Agreements (MOA) with South Carolina Department of Transportation (SCDOT) for Utility Relocation (Sewer and Water) at I-26 at US-21 (Exit 119) Interchange Improvement

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## ISSUE

Council approval is needed to enter into a Memorandum of Agreement (MOA) with South Carolina Department of Transportation (SCDOT) for Utility Relocation at I-26 at US-21 (Exit 119) Interchange Improvement. There is an MOA for each service – sewer and water.

## BACKGROUND

SCDOT is pursuing an Interchange Improvement Project at the I-26 and US-21 Exit (Exit 119). The City of Cayce has utilities in this area that must be relocated as part of the Project. The relocations were previously designed and permitted and will fall under the construction contract for the SCDOT Interchange Improvement Project.

The bid date for the project was originally scheduled for early 2022 and was significantly delayed but has now bid and is moving toward construction.

SC Code Section 57-5-880 requires SCDOT to pay for relocation costs for all small utilities. For large utilities, SCDOT is only required to pay for relocation costs if funds are available after paying for the relocations for small utilities. The City of Cayce is considered a small utility for our water system and a large utility for our sewer system. For this project, however, SCDOT has indicated that funds are available to pay all costs, including engineering and construction, for both the water and sewer relocations.

In order for the City of Cayce to receive funding for these relocations, the Memorandum of Agreement for In-Contract Utility Relocation for the I-26 at US-21 (Exit 119) Interchange Improvement Sewer Relocation and the Memorandum of Agreement for In-Contract Utility Relocation for the I-26 at US-21 (Exit 119) Interchange Improvement Water Relocation must both be approved. As outlined in the MOAs, the City's share of the utility relocation work is \$0. The utility subcontractor that will be performing the work for the relocations, as selected by the SCDOT, is GH Smith Construction, Inc.

Both agreements are attached and have been reviewed by the City's Attorney.

## RECOMMENDATION

Staff recommends Council approve the both In-Contract Utility Relocation for the I-26 at US-21 (Exit 119) Interchange Improvement Memorandum of Agreement (one for sewer and one for water) and authorize the City Manager to execute.

**MEMORANDUM OF AGREEMENT**  
**For In-Contract Utility Relocation**  
**I-26 at US-21 (Exit 119) Interchange Improvement**  
**Sewer Relocation**  
in Lexington County  
**SCDOT Project ID P027229**

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This Agreement is made this 8th day of October, 2021 by and between the South Carolina Department of Transportation (hereinafter referred to as "**SCDOT**") and the City of Cayce (hereinafter referred to as "**UTILITY**") (collectively "the Parties") to ensure the successful completion of the public water and/or sewer facilities relocation for the below described Project:

This document is to serve as a Memorandum of Agreement as to the specific responsibilities of **UTILITY** and **SCDOT** in completing this Project and associated Utility Work.

Section I – Definitions

1. The term "Project" shall refer to SCDOT's Project along I-26 at US-21 in Lexington County.
2. The term "Utility Work" shall refer to an adjustment necessitated by SCDOT's Project of a public water system or public sewer system facility by removing and reinstalling the facility; a move, rearrangement, or change of the type of existing facilities; necessary safety and protective measures; or the construction of a replacement facility that is both functionally equivalent to, but not including any betterment of, the existing facility that is necessary for the continuous operation of the system's service.

Section II - Agreements by the Parties

1. The Utility Work shall be included in **SCDOT**'s contract for the construction of the Project.
2. The Utility Work shall be performed by a contractor approved by **UTILITY** and licensed and qualified to perform the Utility Work. **SCDOT**'s contractor will select the contractor to perform the Utility Work from **UTILITY**'s list of preferred contractors. In the event the preferred contractors are not available, **SCDOT** will obtain written concurrence from **UTILITY** regarding the contractor selected to perform the Utility Work.

Section III - Funding

1. **SCDOT** shall be responsible for the cost of utility relocations where prior rights exist in accordance with **SCDOT**'s "A Policy for Accommodating Utilities on Highway Rights of Way" and 23 CFR 645A. Additionally, pursuant to SC Code § 57-5-880, **SCDOT** shall bear all of the relocation costs, including design costs, up to four and one-half percent of the original

construction bid amount of the Project minus the costs of the small public water and sewer utility's relocation costs. Should more than one large public water utility or large public sewer utility be required to relocate due to the Project, the total cost share of up to four and one-half percent will be divided pro rata among the large public water or large public sewer utilities required to relocate.

2. **UTILITY** is responsible for the cost of any betterments.
3. **SCDOT** estimates the original construction bid amount to be \$37,000,000. Four and one-half percent of this estimate is \$1,665,000. **SCDOT** must pay all small public water and sewer relocation costs, without limitation, associated with the Project. This amount will be subtracted from the four and one-half percent of the original construction bid amount. This is the maximum amount **SCDOT** will contribute to non-prior rights Utility Work for **UTILITY**.
4. **UTILITY** estimates the total cost of the Utility Work to be \$569,500, with such costs to be allocated as follows:
  - a. **SCDOT's** share is estimated at \$569,500. This consists of:
    - i. **Prior Rights** estimated at \$0
    - ii. **Non-Prior Rights** estimated at \$569,500
  - b. **UTILITY's** share is estimated at \$0
5. In accordance with its procurement practices and procedures, **SCDOT** will solicit bids for the construction of the Project, including the Utility Work, and will award the **SCDOT** contract to the contractor with the lowest qualified bid for the overall work of the Project.
6. **SCDOT** shall notify **UTILITY** in writing as to the cost of the Utility Work included in the awarded **SCDOT** contract.
7. **SCDOT's** share identified in 4.a. above shall be the maximum amount payable by **SCDOT** for the Utility Work. Any amount over this shall be the responsibility of **UTILITY**.
8. If the Utility Work contains any betterments, work that is not an eligible cost under SC Code § 57-5-880, or if the cost exceeds **SCDOT's** maximum contribution, **SCDOT** will invoice **UTILITY** for that amount. **UTILITY** shall remit the invoiced amount to **SCDOT** within 30 days of receipt of the invoice. Any payment due must be received by **SCDOT** prior to execution of the construction contract.
9. Should Utility Work change orders be needed, **SCDOT** reserves the right to approve change orders that are less than 10% of the bid price and to approve change orders that would result in the total cost of Utility Work remaining less than the estimated cost indicated in this Agreement.

#### Section IV – SCDOT's Responsibilities

1. Include the Utility Work in **SCDOT's** contract for the construction of the Project.
2. **SCDOT** will provide **SCDOT's** contractor with all documents provided to **SCDOT** by **UTILITY**.
3. Allow **UTILITY** or **UTILITY's** Consulting Engineer and/or Inspector full access to the site when the Utility Work is underway.

#### Section V – UTILITY's Responsibilities

1. Apply for and receive all necessary permits (including Construction Permit Application Water/Wastewater Facilities through DHEC) for the Utility Work. The cost of these permits shall be reimbursable by **SCDOT** according to the terms of this Agreement.
2. Provide all engineering design services, sealed construction plans and specifications, bid tab sheet, itemized estimated cost, and a list of preferred contractors (minimum of 3) to meet **SCDOT's** letting schedule for the Project. These costs shall be reimbursable by **SCDOT** according to the terms of this Agreement.
3. If construction plans and specifications provided by **UTILITY** are found to be inaccurate due to errors or omissions, **UTILITY** shall be responsible for any resulting damages, including delay damages and the costs attributable to such delays.
4. **UTILITY** must meet the bidding and construction schedule established by **SCDOT**. All documents necessary must be provided by **UTILITY** to **SCDOT** at least 180 days prior to receipt of bids for the Project. If the Project is under an accelerated schedule, **SCDOT** shall notify **UTILITY** of the date by which the documents must be provided.
5. Failure to meet the bidding and construction schedule requirements shall result in **UTILITY** having to bear all relocation costs.

#### Section VI – General Conditions

1. **SCDOT** shall have final approval on the location of all **UTILITY's** facilities within **SCDOT** right-of-way.
2. All work covered under this Agreement and performed by **SCDOT's** contractor shall be performed within **SCDOT** right-of-way.
3. Upon **UTILITY's** acceptance of the Utility Work, or any specific portion thereof, in accordance with the plans and specifications, **UTILITY** will assume sole and complete responsibility for the new facility. For purposes of this Agreement, **UTILITY** will be considered to have accepted the Utility Work, or any specific portion thereof, by assuming control of the Utility Work and commencing to utilize it.
4. Following acceptance, **UTILITY** will have sole responsibility for the operation and maintenance of the Utility Work and sole liability for any claims made by third-parties that arise from the design, construction, operation, or maintenance of the Utility Work in its entirety or the portion that has been accepted.
5. Following acceptance, **UTILITY** assumes any and all liability for accidents or injuries to persons, or damage to property (including the highway) that may be caused by the maintenance, use, moving, or removing of the water and/or sewer line and related appurtenances constituting the Utility Work as described herein.
6. Prior rights will remain in locations where prior rights currently exist. This Agreement shall not grant prior rights in locations where they do not currently exist.
7. Where **UTILITY** is on **SCDOT** right-of-way by encroachment, **UTILITY** agrees that if, in the opinion of **SCDOT's** Deputy Secretary of Engineering, it should ever become necessary to move or remove the Utility Work, including any future modifications thereto, on account of the change in locations of the highway, widening of the highway, or for any other sufficient reason, such moving or removing shall be done on demand of **SCDOT** at **UTILITY's** expense.

8. **UTILITY** shall agree to hold consultations with **SCDOT** as may be necessary with regard to the execution of supplements to this Agreement during the course of the Project for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplemental agreements shall be subject to the approval and proper execution of the Parties hereto. No amendment to this Agreement shall be effective or binding on any Party hereto unless such amendment has been agreed to in writing by all Parties hereto.

#### Section VII – Counterparts

This Agreement may be executed in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

*[Signature blocks on next page]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and sealed by their authorized representatives.

SIGNED, SEALED, AND DELIVERED

IN THE PRESENCE OF:

BY: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

WITNESS

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_

Deputy Secretary for Finance and Administration  
or Designee

\_\_\_\_\_

WITNESS

RECOMMENDED BY:

\_\_\_\_\_

Deputy Secretary of Engineering or Designee

REVIEWED BY:

\_\_\_\_\_

State Utilities Engineer



**MEMORANDUM OF AGREEMENT**  
**For In-Contract Utility Relocation**  
**I-26 at US-21 (Exit 119) Interchange Improvement**  
**Water Relocation**  
in Lexington County  
**SCDOT Project ID P027229**

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This Agreement is made this 23<sup>rd</sup> day of July, 2021 by and between the South Carolina Department of Transportation (hereinafter referred to as “**SCDOT**”) and the City of Cayce (hereinafter referred to as “**UTILITY**”) (collectively “the Parties”) to ensure the successful completion of the public water and/or sewer facilities relocation for the below described Project:

This document is to serve as a Memorandum of Agreement as to the specific responsibilities of **UTILITY** and **SCDOT** in completing this project and associated Utility Work.

Section I – Definitions

1. The term “Project” shall refer to SCDOT’s Project along I-26 at US-21 in Lexington County.
2. The term “Utility Work” shall refer to an adjustment necessitated by SCDOT’s Project of a public water system or public sewer system facility by removing and reinstalling the facility; a move, rearrangement, or change of the type of existing facilities; necessary safety and protective measures; or the construction of a replacement facility that is both functionally equivalent to, but not including any betterment of, the existing facility that is necessary for the continuous operation of the system’s service.

Section II - Agreements by the Parties

1. The Utility Work shall be included in **SCDOT**’s contract for the construction of the Project.
2. The Utility Work shall be performed by a contractor approved by **UTILITY** and licensed and qualified to perform the Utility Work. **SCDOT**’s contractor will select the contractor to perform the Utility Work from **UTILITY**’s list of preferred contractors. In the event the preferred contractors are not available, **SCDOT** will obtain written concurrence from **UTILITY** regarding the contractor selected to perform the Utility Work.

Section III - Funding

1. **SCDOT** shall be responsible for the cost of utility relocations pursuant to SC Code § 57-5-880 and 23 CFR 645A.
2. **UTILITY** is responsible for the cost of any betterments. Cost of betterments is estimated to be \$0.

3. **UTILITY** estimates the total cost of the Utility Work to be \$574,000, with such costs to be allocated as follows:
  - a. **SCDOT's** share is estimated at \$574,000.
  - b. **UTILITY's** share is estimated at \$0.
4. In accordance with its procurement practices and procedures, **SCDOT** will solicit bids for the construction of the Project, including the Utility Work, and will award the **SCDOT** Contract to the contractor with the lowest qualified bid for the overall work of the Project.
5. If the Utility Work contains any betterments or other work that is not an eligible cost under SC Code § 57-5-880, **SCDOT** will invoice **UTILITY** for that amount. **UTILITY** shall remit the invoiced amount to **SCDOT** within 30 days of receipt of the invoice. Any payment due must be received by **SCDOT** prior to execution of the construction contract.

#### Section IV – SCDOT's Responsibilities

1. Include the Utility Work in **SCDOT's** contract for the construction of the Project.
2. **SCDOT** will provide **SCDOT's** Contractor with all documents provided to **SCDOT** by **UTILITY**.
3. Allow **UTILITY** or **UTILITY's** Consulting Engineer and/or Inspector full access to the site when the Utility Work is underway.

#### Section V – UTILITY's Responsibilities

1. Apply for and receive all necessary permits (including Construction Permit Application Water/Wastewater Facilities through DHEC) for the Utility Work. The cost of these permits shall be reimbursable by **SCDOT**.
2. Provide all engineering design services, sealed construction plans and specifications, bid tab sheet, itemized estimated cost, a list of preferred contractors (minimum of 3) to meet **SCDOT's** letting schedule for the Project, and construction observation services for the Utility Work. These costs shall be reimbursable by **SCDOT**.
3. If construction plans and specifications provided by **UTILITY** are found to be inaccurate due to errors or omissions, **UTILITY** shall be responsible for any resulting damages, including delay damages and the costs attributable to such delays.
4. **UTILITY** must meet the bidding and construction schedule established by **SCDOT**. All documents necessary must be provided by **UTILITY** to **SCDOT** at least 180 days prior to receipt of bids for the Project. If the Project is under an accelerated schedule, **SCDOT** shall notify **UTILITY** of the date by which the documents must be provided.
5. Failure to meet the bidding and construction schedule requirements shall result in **UTILITY** having to bear all relocation costs.

#### Section VI – General Conditions

1. **SCDOT** shall have final approval on the location of all **UTILITY's** facilities within **SCDOT** Right-of-Way.
2. All work covered under this Agreement and performed by **SCDOT's** contractor shall be performed within **SCDOT** Right-of-Way.

3. Upon **UTILITY's** acceptance of the Utility Work, or any specific portion thereof, in accordance with the plans and specifications, **UTILITY** will assume sole and complete responsibility for the new facility. For purposes of this Agreement, **UTILITY** will be considered to have accepted the Utility Work, or any specific portion thereof, by assuming control of the Utility Work and commencing to utilize it.
4. Following acceptance, **UTILITY** will have sole responsibility for the operation and maintenance of the Utility Work and sole liability for any claims made by third-parties that arise from the design, construction, operation, or maintenance of the Utility Work in its entirety or the portion that has been accepted.
5. Following acceptance, **UTILITY** assumes any and all liability for accidents or injuries to persons, or damage to property (including the highway) that may be caused by the maintenance, use, moving, or removing of the water and/or sewer line and related appurtenances constituting the Utility Work as described herein.
6. Prior rights will remain in locations where prior rights currently exist. This Agreement shall not grant prior rights in locations where they do not currently exist.
7. Where **UTILITY** is on **SCDOT** right-of-way by encroachment, **UTILITY** agrees that if, in the opinion of **SCDOT's** Deputy Secretary of Engineering, it should ever become necessary to move or remove the Utility Work, including any future modifications thereto, on account of the change in locations of the highway, widening of the highway, or for any other sufficient reason, such moving or removing shall be done on demand of **SCDOT**.

#### Section VII – Counterparts

This Agreement may be executed in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

*[Signature blocks on next page]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and sealed by their authorized representatives on the dates set forth below.

SIGNED, SEALED, AND DELIVERED  
IN THE PRESENCE OF:

BY: \_\_\_\_\_

\_\_\_\_\_

WITNESS

DATE: \_\_\_\_\_

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_

Deputy Secretary for Finance and Administration  
or Designee

\_\_\_\_\_

WITNESS

RECOMMENDED BY:

\_\_\_\_\_

Deputy Secretary of Engineering or Designee

REVIEWED BY:

BY: \_\_\_\_\_

State Utilities Engineer

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# Memorandum

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**To:** Mayor and Council

**From:** Tracy Hegler, City Manager

**Date:** May 24, 2023

**Subject:** Midlands Regional Biosolids Compost Facility Feasibility Assessment

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## ISSUE

Council approval is needed to approve a non-budgeted expenditure. We are seeking approval to expend \$17,925 (25% of the total cost of \$71,700) for a feasibility study for a biosolid disposal solution. The funds are available in the existing FY23 utility budget.

## BACKGROUND

Cayce Utilities was fortunate enough to be included in a regional group discussion to assess alternative options of biosolids disposal, generated at wastewater treatment plants (WWTP), and decided on a feasibility study for a regional facility as the first step.

The purpose of the feasibility assessment is to determine feasibility of and strategies for a midland's regional biosolids facility to treat and dispose of solids (i.e. sludge) generated at five (5) areawide WWTPs owned and operated by four (4) utilities. Those utilities are the East Richland Public Service District, the City of Columbia, Richland County and the City of Cayce.

Currently, the primary means of dewatering sludge disposal at each WWTP is at an off-site landfill facility. Due to predicted future limitations and increasing costs set by landfill operators to receive sludge from the area WWTP's, as well as the desire for beneficial reuse, the utilities wish to consider alternative disposal sites for the dewatered biosolids.

Staff has made Council aware of the increased cost of sludge disposal at landfills on several occasions and Council has approved an increase in our budget to accommodate these rising costs.

As a note, Cayce has been proactively seeking solutions to this ever-increasing problem for some time and has also tasked American Engineering to look at improvements that can be made at our WWTP to address this.

With the above two options (a regional facility and improvements to our own WWTP), our staff will have an onsite and offsite solution to evaluate to make the best possible choice for our City. We look forward to sharing solutions with Council that will be cost effective, environmentally friendly and in the best interest of our customers.

## RECOMMENDATION

Staff recommends Council approve a \$17,925 expenditure from the FY23 Utility Budget for a Midlands Regional Biosolids Compost Facility Feasibility Assessment. If approved, the City of Cayce will be invoiced for our share of the study, with no additional requirements.



Hazen and Sawyer  
1122 Lady Street, Suite 1230  
Columbia, SC 29201 • 803.779.0001

## ***Midlands Regional Biosolids Compost Facility Feasibility Assessment***

### **I. Scope of Services**

The OWNER has retained the ENGINEER (Hazen and Sawyer) to provide professional engineering services for a Feasibility Assessment of a Midlands Regional Compost Biosolids Facility. The OWNER is defined as a group of utility stakeholders consisting of East Richland Public Service District, City of Columbia, Richland County, and City of Cayce. The ENGINEER is defined as Hazen and Sawyer.

The purpose of the Feasibility Assessment is to determine feasibility and strategies for a Midlands Regional Biosolids Facility to treat and dispose of solids (i.e., sludge) generated at five (5) areawide wastewater treatment plants (WWTPs) owned and operated by four (4) utilities. They include: the Gills Creek WWTP, City of Columbia Metro WWTP, Eastover WWTP, Broad River WWTP, and the City of Cayce Regional WWTP. Currently, the primary means of dewatered sludge disposal at each WWTP is at an off-site Subtitle D permitted landfill facility. Due to predicted future limitations and increasing costs set by landfill operators to receive sludge from the area WWTPs as well as the desire for beneficial reuse), the utilities wish to consider alternative disposal sites for the dewatered biosolids, specifically land application of a Class A EQ compost.

Upon completion, the Feasibility Assessment will identify the stakeholders and scope for a subsequent master plan for a Regional Biosolids Facility, if feasible, inclusive of a plan to complete design, construction, ownership, operation, maintenance, and product disposal.

For the purposes of this Feasibility Assessment, the ENGINEER will assume the participant utilities can form a joint authority under SC Code Title 6, Chapter 5 Joint Authority Water and Sewer Systems Act or enter into long-term interlocal agreements for purposes of governing the Midlands Regional Biosolids Program and Compost Facility. If desired, and not included in this scope, the ENGINEER can assist the OWNER as needed with the understanding and development of the governance structure and organizational chart and/or interlocal agreement drafting assistance.

Services to be provided by the ENGINEER under this Agreement include the following tasks:

- Task 1 – Project Administration and Workshops/Meetings
- Task 2 - Regional Biosolids Production Summary
- Task 3 – Alternatives Development for Indoor/Outdoor Compost Facility
- Task 4 – Final Feasibility Assessment

The following is not included in this study, but is recommended in the next phase(s):

- Biosolids Quality Characterization
- Site Availability
- Market Analysis and Regulatory Review

# **1. Project Administration and Workshops**

## **1.1 Project Administration**

ENGINEER will manage the efforts of project team members by assigning resources, delegating responsibilities, reviewing work progress, monitoring budget and schedule, and directing the progress of the work. ENGINEER will:

- Provide monthly invoicing and schedule updates. Provide a detailed project schedule within two weeks of execution of the Contract.
- Plan and perform project quality control and quality assurance.

## **1.2 Workshops**

ENGINEER will conduct two (2) separate workshops:

**Kick-off Meeting** – Conduct a workshop to review the scope and schedule for the Midlands Regional Biosolids Compost Facility Feasibility Assessment. The ENGINEER will identify the data needs for project success. The engineer will review major assumptions related to biosolids production and basis of sizing and cost estimation. This workshop will be in-person.

**Stakeholder Discussion and Decisions Workshop** – Conduct a final review workshop of the alternatives and estimated costs following submittal of the draft technical memorandum. Discuss findings, conclusions and facilitate discussion among stakeholders to further define the next steps.

# **2. Regional Biosolids Production**

ENGINEER will summarize current and future biosolids production rates based on information provided by the OWNER. The following plants are assumed to be contributing to the Regional Biosolids Management Facility:

**Table 1. Contributory Wastewater Treatment Plants**

<b>Utility</b>	<b>Plant</b>
<b>East Richland Public Service District</b>	Gills Creek WWTP
<b>City of Columbia</b>	Metro WWTP
<b>Richland County</b>	Eastover WWTP Broad River WWT
<b>City of Cayce</b>	Cayce Regional WWTP

## **2.1 Summarize Solids Quantity**

OWNER will provide solids quantity data to ENGINEER, specifically:

- average wet and dry sludge mass produced at each plant from data over the past three (3) years
- mass-based peaking factors for the maximum month (MAX30), maximum two-week (MAX14), and maximum week (MAX07) operating conditions at each of the treatment plants
- average and MAX30, MAX14, and MAX07 future wet and dry sludge mass at each plant for next five (5) years

ENGINEER will summarize the data. This information will be utilized for estimating hauling, receiving, handling and treatment requirements at a regional processing facility in five (5) years.

## **3. Alternatives Development**

ENGINEER under this task will develop two (2) preliminary design concepts for a regional biosolids management solution. The two alternatives, as described in 3.1 below, assume the desired end-product is a Class A/EQ compost. The alternatives and their assumptions are listed below.

For preliminary screening, a high-level capital cost estimate (AACE Level 5) will be developed for each of the alternatives. Consistent with AACE (American Association of Cost Estimators) guidelines for a Class 5 estimate development will be based on a 0% to 2% level of development for the basis of the estimate and accuracy will range from a low end of -20% to -50% (average – 35%) and from a high end of +30% to +100% (average +65%). The alternatives will be compared on a 5-year net present worth (NPW) cost basis.

For purposes of development of the preliminary alternatives, it is assumed that participant utilities will deliver dewatered cake solids from their treatment plants to a centralized regional facility in suitable form for receiving at a wet cake receiving station. For this task, no provision will be made for on-site dewatering improvements that may be required at utility plants.



### **3.1 Alternatives Development**

ENGINEER will develop the following for each of the alternative concepts:

- Major Unit Process Sizing
- Major Process Equipment Sizing
- Class 5 Level Capital Cost Estimate
- Operating cost estimate (\$/dry ton) of the facility exclusive of hauling +

Class A Compost Facility - ENGINEER will develop two (2) preliminary design concepts for composting at a centralized processing facility, one for indoor composting (utilizing aerated static pile configuration) and one for outdoor composting utilizing windrow configuration.

The capital and operating costs developed by the ENGINEER will be used by the OWNER to assess feasibility of a Regional Biosolids Facility.

## **4. Technical Memorandum**

Upon completion of Tasks 2 and 3, ENGINEER will prepare a technical memorandum summarizing the results and findings. A draft technical memorandum will be submitted to OWNER for review and comment. ENGINEER shall conduct a final review workshop of the alternative and estimated costs following submittal of the draft technical memorandum. ENGINEER will compile comments received during workshop and receive written comments from the OWNER(s) for consideration and updating of the draft technical memorandum before issuance as a final document.

## II. Compensation

Compensation for services provided under Tasks 1 through 4 as outlined in Section I Scope of Services is a total of **\$71,700** on lump sum basis. A breakdown of the fee is shown in the table below.

**Table 2. Feasibility Assessment Fee**

<b>Task</b>	<b>Description</b>	<b>Total Fee</b>
1	Project Administration and Workshops	\$27,500
2	Regional Sludge Production	\$5,700
3	Alternatives Development	\$18,200
4	Technical Memorandum	\$20,300
	Total	\$71,700

## III. Schedule

The ENGINEER shall conduct the above Scope of Services in accordance with the following proposed Schedule. It is anticipated that the project will begin in April 2023 with delivery of the anticipated deliverables to be within the timeframes shown in the table below.

**Table 3. Feasibility Assessment Schedule**

<b>Milestone</b>	<b>Date</b>
Workshop No. 1 – Kickoff Meeting	April 2023
Biosolids Estimates Received from Partners	2 weeks following Kickoff Meeting
Workshop No. 2 – Stakeholder Discussion	August 2023
Submit Final Feasibility Assessment TM	September 2023

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# Memorandum

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**To:** Mayor and Council  
**From:** Tracy Hegler, City Manager  
**Date:** May 24, 2023  
**Subject:** Agreement renewals for City Services

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## **ISSUE**

Council approval is needed to renew agreements with American Engineering Consultants, Inc.; Hanna Engineering LLC; The LandPlan Group South, Inc.; and MPA Strategies for City Services.

## **BACKGROUND**

Following direction from Council to review long-term agreements, the City issued requests for proposals/qualifications for a variety of services required by the City two years ago.

We currently have several long-term agreements for:

- on-call engineering
- professional landscape architecture, engineering, and planning services and
- public relations

City staff continues to monitor these agreements which are all eligible for renewal and are pleased with the work being performed by all contractors and would recommend entering into new two-year agreements. Draft agreements with updated fees are attached.

## **RECOMMENDATION**

Staff recommends Council approve the two-year renewal of agreements for American Engineering Consultants, Inc.; Hanna Engineering LLC; The LandPlan Group South, Inc.; and MPA Strategies and authorize the City Manager to execute the agreements.

**ALL DISPUTES HEREUNDER SHALL BE RESOLVED BY BINDING ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, S.C. CODE § 15-48-10, ET SEQ.**

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

This Master Agreement for Professional Services (" MASTER AGREEMENT") is made as of this \_\_\_ day of \_\_\_\_\_, 2023 by and between the City of Cayce whose address is 1800 12<sup>th</sup> Street, Cayce, SC, ("OWNER"), and American Engineering Consultants, Inc whose address is 1300 12<sup>th</sup> Street Suite A Cayce, SC 29033 ("CONSULTANT").

The parties hereto do mutually agree as follows:

This MASTER AGREEMENT sets forth the terms and conditions which OWNER and CONSULTANT *have* agreed upon and which shall apply to any Task Order which may be incorporated herein at a future date.

1. Employment of CONSULTANT. The OWNER hereby engages the CONSULTANT and the CONSULTANT hereby agrees to perform the professional services hereinafter set forth or incorporated herein by Task Order.
2. Scope of Services. The CONSULTANT shall professionally perform all work described within this MASTER AGREEMENT and with Task Orders incorporated herein. The CONSULTANT shall perform their professional services for the project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the MASTER AGREEMENT.
3. Term. This MASTER AGREEMENT shall be effective as of the date of the execution hereof and shall expire on the date that is two years after the effective date ("Initial Term"). The MASTER AGREEMENT shall automatically renew on the anniversary of the expiration date for twelve-month periods ("Extended Terms") year to year thereafter unless OWNER terminates the MASTER AGREEMENT with 30-day notice to CONSULTANT prior to the expiration date of the Initial Term or any Extended Term. The Initial Term or any Extended Term shall be subject to the termination provisions included herein.
4. Task Order. OWNER may issue Task Orders as addendums to this MASTER AGREEMENT. Task Orders, if issued, will include a description of the scope of professional services to be provided by CONSULTANT, the commencement and completion dates for the task, the frequency of site visits to be provided by CONSULTANT for construction administration services if included in the scope of services, and will identify the OWNER and CONSULTANT representatives for the Task Order. CONSULTANT will be required to prepare a proposed project schedule for the scope of services defined in the Task Order which shall be reviewed and approved by OWNER prior to execution of the Task Order and which will be incorporated into the Task Order as an exhibit.

5. Additional Services. Upon written request and approval of OWNER, CONSULTANT shall provide additional services, not specifically described in any Task Order. CONSULTANT shall not perform additional services for which CONSULTANT expects compensation without OWNER'S prior written approval.
6. Time of Performance. The commencement date of work pursuant to the scope of services detailed in a Task Order shall be the date of execution thereof. The CONSULTANT will submit to OWNER a project schedule relating to each Task Order for OWNER's approval prior to execution of the Task Order and CONSULTANT shall commence work immediately upon execution pursuant to the approved schedule. All work as set forth in the scope of services defined in the Task Order shall be completed as reflected in the approved project schedule and in accordance with the completion date included in the Task Order unless otherwise agreed in writing between OWNER and CONSULTANT.

If the OWNER requests modifications to the scope of work included in a Task Order, the completion date by CONSULTANT for the Task Order may be adjusted if such modifications represent a material change to the scope of work.

CONSULTANT's services under this Contract, and each phase of services, if the Task Order Scope of Services is so divided, shall be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by the OWNER or (2) when CONSULTANT is providing construction administration services, that date which is 30 days beyond completion of construction and approval of the project by all jurisdictions having authority over the project and after CONSULTANT has completed all as-built construction documents.

7. Compensation. The CONSULTANT agrees to perform the scope of services defined in each Task Order, and the OWNER agrees to compensate the CONSULTANT for such services as set forth within the Basis of Compensation included in each Task Order. Compensation for hourly and additional services shall be as set forth in each Task Order.

Payments by OWNER to CONSULTANT shall be due and payable 30 days following the receipt of CONSULTANT'S invoice for services.

8. Personnel. CONSULTANT represents that it has secured at its own expense, all personnel and other resources required to perform the services under this MASTER AGREEMENT and that such personnel will be fully qualified and properly licensed to perform such services. In no circumstance shall CONSULTANT'S staff be deemed as employees or agents of OWNER. CONSULTANT shall appoint a representative to be OWNER'S point of contact for this MASTER AGREEMENT and for any Task Order incorporated herein.
9. Subsurface Investigations. CONSULTANT has been provided a geotechnical report or shall provide a geotechnical report as part of its services to OWNER. Such geotechnical report(s), whether provided by OWNER or procured by CONSULTANT, shall serve as a basis for CONSULTANT'S professional design services.

10. CONSULTANT's Personnel at Construction Site. If CONSULTANT'S scope of work includes construction administration, CONSULTANT's personnel shall not be responsible for those duties that belong to OWNER and/or the construction contractors or other entities, and shall not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work. CONSULTANT and CONSULTANT's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the CONSULTANT's own personnel.

CONSULTANT'S construction administration services shall include routine site visits, the frequency of which will be detailed in the Task Order. CONSULTANT's site visits shall be for the purpose of verifying that the work installed by the contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the construction contractor(s). CONSULTANT shall not be required to guarantee the performance of the construction contractor(s) work or to assume liability for construction contractor's failure to perform their work in accordance with the Contract Documents.

11. Responsibilities of the OWNER. It is agreed that the OWNER shall have the following responsibilities under this MASTER AGREEMENT:

- a. To timely provide all available information, data, reports, records, surveys, and maps to which the OWNER has access, and which may be relevant and/or required by the CONSULTANT for the performance of the professional services provided for herein. The OWNER disclaims all warranties and assumes no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused, or any decision made, or action taken or not taken by any person in reliance upon information or data furnished.
- b. To provide assistance in and cooperation with the CONSULTANT in obtaining any other relevant material which CONSULTANT may request and which the OWNER does not have in its possession.
- c. To allocate appropriate personnel resources of the OWNER to describe OWNER'S intended use and program for the project and to provide information which may be required by CONSULTANT to perform the work program set forth in the scope of services described in the Task Order.
- d. To designate a single representative who will be authorized to make necessary

decisions required on behalf of the OWNER and who will serve to provide the necessary direction and coordination for the project. CONSULTANT shall adhere to communication protocols as directed by OWNER.

- e. To bear all costs for permitting, reviewing, recording and advertising for the project.
- f. To provide access to all affected private property for CONSULTANT to perform all necessary surveying, engineering and inspections.

All such OWNER responsibilities shall be conducted in a timely manner and without undue delay so as not to delay the CONSULTANT in the performance of its services.

12. Opinion of Probable Construction Costs. If CONSULTANT is requested to provide an opinion of probable construction costs under any Task Order, CONSULTANT shall base its estimate on assumed labor costs adjusted for the current market and location of the project and approximate quantities of material and equipment derived from CONSULTANT'S take-off of CONSULTANT'S design documents or design documents provided by others..
13. Ownership of Documents. OWNER and CONSULTANT shall agree upon the digital platform in which construction documents shall be prepared and delivered to OWNER. All licenses and rights to documents prepared or furnished by CONSULTANT pursuant to any Task Order shall be transferred to OWNER upon any progress payment of final payment for services pursuant to CONSULTANT'S preparation of such documents. CONSULTANT shall have right to maintain copies. OWNER shall be entitled to use the instruments of CONSULTANT's professional service for the purpose of constructing, occupying or maintaining the project. Reuse or modification of any such documents by OWNER shall be at OWNER's sole risk. Documents are defined as reports, drawings, specifications, record drawings, plats and other deliverables defined in the Task Order whether in printed or electronic format.
14. Use of Electronic Media. When transferring documents in electronic formats, CONSULTANT makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CONSULTANT at the beginning of this project. CONSULTANT shall provide to OWNER and Contractor stamped and sealed drawings which have been permitted and stamped issued for construction. CONSULTANT shall be responsible for maintaining construction document records throughout any project, ensuring that all sketches, supplemental information, and/or revisions are properly marked, dated and distributed to the project team. If requested by OWNER, CONSULTANT shall upload and manage its construction documents in a web-based document management software or any other similar program which may be utilized by OWNER or the contractor from time to time.
15. Changes. The OWNER or the CONSULTANT may, from time to time, request modifications or changes in the scope of services defined in any Task Order. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation or time of performance, which are mutually agreed upon by and between the OWNER and the

CONSULTANT, shall be incorporated in written amendments to the respective Task Order.

16. Termination of Contract. This MASTER AGREEMENT and/or any Task Order incorporated herein at a future date may be terminated by the OWNER, with or without cause, upon 7 calendar days written notice. In the event of termination by OWNER, copies of all finished or unfinished plans, specifications and reports prepared by the CONSULTANT up to the date of termination shall be transferred to OWNER in editable format including CAD provided CONSULTANT is paid in full for all services provided and expenses incurred through the date of termination and otherwise as provided in paragraph 11.

This MASTER AGREEMENT and/or any future Task Order may be terminated by CONSULTANT for cause which cause shall be defined as OWNER'S default in failure to remit timely payment for undisputed amounts due CONSULTANT per the fee and payment provisions defined in the Task Order. CONSULTANT shall be required to provide a 30-day notice of its intent to terminate if the OWNER fails to cure the default within that 30-day period. The OWNER must be past-due on payment of invoices to CONSULTANT before the CONSULTANT can send the 30-day notice referenced in this paragraph with its intent to terminate this MASTER AGREEMENT.

17. Assignability. This Contract shall not be assigned or transferred by either the CONSULTANT or the OWNER without the prior written consent of the other. Notwithstanding the foregoing, however, the CONSULTANT shall not be prohibited from contracting with qualified and properly licensed sub-consultants or from assigning to a bank, trust company, or other financial institution any claims for compensation which may become due, without such prior written consent.

18. Insurance. CONSULTANT shall provide and maintain at a minimum the following coverage and limits during the life of the contract and shall name OWNER as an additional insured on its Commercial General Liability Insurance. Proof of such insurance and additional insured provisions are reflected in the Certificate of Insurance attached hereto as Exhibit 8. In no event shall either OWNER or CONSULTANT be entitled to consequential damages.

- a. Statutory Workers Compensation Insurance, a minimum of \$500,000 or greater amount if required by the state(s) in which the work is to be performed.
- b. Commercial General Liability Insurance, including coverage for premises and operations, products and completed operations, independent contractors, and contractual liability. Such insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Such coverage may be achieved through a combination of basic coverage and an umbrella policy.
- c. Automobile Liability Insurance for all owned, hired and non-owned automobiles in the minimum amount of \$1,000,000 per occurrence.
- d. Professional Liability Insurance of \$1,000,000 per claim, and \$1,000,000 in the



aggregate

19. Standard of Care. CONSULTANT shall perform services for OWNER using that degree of care and skill ordinarily exercised by consultants practicing in the same or similar locale as the project, on projects of a similar scope and nature.

20. Dispute Resolution. All disputes that arise out of or relate to this contract, or the breach thereof, shall be mediated if the parties are unable to resolve the dispute through negotiation. If negotiations are unsuccessful, the parties shall first attempt to select a mutually acceptable mediator, and if the parties agree upon a mediator, the mediation shall be conducted in accordance with the South Carolina Rules of Alternative Dispute Resolution then in effect or as the parties may otherwise agree. If the parties cannot agree upon a mediator, the selection of a mediator and the mediation process shall be conducted by the American Arbitration Association under its then current Construction Industry Arbitration Rules and Mediation Procedures. The venue for the mediation shall be in Lexington, South Carolina.

If the mediation is unsuccessful, the parties agree that all disputes arising out of or relating to this contract, or the breach thereof, shall be arbitrated, by a single Arbitrator, in accordance with the American Arbitration Association Construction Industry Arbitration Rules. If the parties cannot agree upon an Arbitrator, the selection of the Arbitrator shall be conducted by the American Arbitration Association, Construction Industry Arbitration Rules. The venue for the arbitration shall be in Lexington, South Carolina at the office of the OWNER.

21. Miscellaneous Provisions. The following miscellaneous provisions shall apply:

- a. This Agreement shall be binding upon the successors and assigns of the parties.
- b. Interpretation and enforcement of this Agreement shall be pursuant to the law of the State of South Carolina, County of Lexington.
- c. In the event that conflicts emerge between the terms and conditions of this MASTER AGREEMENT and any proposals provide by CONSULTANT, the terms and condition of this MASTER AGREEMENT and any addendum or Task Order shall prevail.
- d. This Agreement constitutes the entire contract between the parties, and it shall be modified or amended only in a writing signed by both parties.
- e. The CONSULTANT warrants that it has all the skills, experience, and professional licenses necessary to perform the services specified in this agreement.

IN WITNESS WHEREOF, the CONSULTANT and the OWNER have executed this MASTER AGREEMENT as of the date written below.

OWNER: City of Cayce

CONSULTANT: American Engineering Consultants Inc.

**CITY OF CAYCE, SOUTH CAROLINA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**LEGAL NOTICE:**

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**EXHIBIT A- CERTIFICATE OF INSURANCE**

**AMERICAN ENGINEERING CONSULTANTS, INC.**  
**RATE SCHEDULE**  
**2023**

PRINCIPAL ENGINEER	\$230.00	PER HOUR
PROJECT MANAGER	\$190.00	PER HOUR
PROJECT ENGINEER	\$165.00	PER HOUR
REGISTERED LAND SURVEYOR	\$155.00	PER HOUR
DESIGN ENGINEER	\$150.00	PER HOUR
SURVEY MANAGER	\$115.00	PER HOUR
DESIGN TECHNICIAN	\$110.00	PER HOUR
SENIOR CAD TECHNICIAN	\$100.00	PER HOUR
CAD TECHNICIAN	\$90.00	PER HOUR
SENIOR FIELD TECHNICIAN	\$100.00	PER HOUR
FIELD TECHNICIAN	\$85.00	PER HOUR
ADMINISTRATOR	\$90.00	PER HOUR
CLERICAL	\$65.00	PER HOUR
SURVEY CREW – 2 MAN	\$200.00	PER HOUR
SURVEY CREW – ROBOTIC – 1 MAN	\$200.00	PER HOUR
SURVEY CREW – 3 MAN	\$285.00	PER HOUR
B/W PRINTS (8 ½ x 11)	\$0.60	PER EACH
B/W PRINTS (8 ½ x 14 or 11 x 17)	\$0.80	PER EACH
B/W PRINTS (24" x 36")	\$2.50	PER EACH
B/W PRINTS (30" x 42")	\$3.50	PER EACH
COLOR PRINTS (8 ½ x 11)	\$0.80	PER EACH
COLOR PRINTS (8 ½ x 14 or 11 x 17)	\$1.25	PER EACH
COLOR PLOTS (24" x 36")	\$20.00	PER EACH
COLOR PLOTS (30" x 42")	\$30.00	PER EACH
MILEAGE	\$0.60	PER MILE
DIRECT EXPENSES	COST PLUS 15 %	

**SPECIAL SERVICES:** The above Hourly Rates shall be increased by a factor of 1.5 for courtroom appearances (including preparation) and for overtime hours.

**CONDITIONS:** The above Rate Schedule shall be in effect through December 31, 2023. Rates are subject to change upon notification. Any revision shall be included in Documents of which this schedule is a part.

**ALL DISPUTES HEREUNDER SHALL BE RESOLVED BY BINDING ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, S.C. CODE § 15-48-10, ET SEQ.**

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

This Master Agreement for Professional Services ("MASTER AGREEMENT") is made as of this \_\_\_ day of \_\_\_\_\_, 2023 by and between the City of Cayce whose address is 1800 12<sup>th</sup> Street, Cayce, SC, ("OWNER"), and Hanna Engineering, LLC whose address is 2412 Pisgah Road Florence, SC 29501 ("CONSULTANT").

The parties hereto do mutually agree as follows:

This MASTER AGREEMENT sets forth the terms and conditions which OWNER and CONSULTANT *have* agreed upon and which shall apply to any Task Order which may be incorporated herein at a future date.

1. Employment of CONSULTANT. The OWNER hereby engages the CONSULTANT and the CONSULTANT hereby agrees to perform the professional services hereinafter set forth or incorporated herein by Task Order.
2. Scope of Services. The CONSULTANT shall professionally perform all work described within this MASTER AGREEMENT and with Task Orders incorporated herein. The CONSULTANT shall perform their professional services for the project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the MASTER AGREEMENT.
3. Term. This MASTER AGREEMENT shall be effective as of the date of the execution hereof and shall expire on the date that is two years after the effective date ("Initial Term"). The MASTER AGREEMENT shall automatically renew on the anniversary of the expiration date for twelve-month periods ("Extended Terms") year to year thereafter unless OWNER terminates the MASTER AGREEMENT with 30-day notice to CONSULTANT prior to the expiration date of the Initial Term or any Extended Term. The Initial Term or any Extended Term shall be subject to the termination provisions included herein.
4. Task Order. OWNER may issue Task Orders as addendums to this MASTER AGREEMENT. Task Orders, if issued, will include a description of the scope of professional services to be provided by CONSULTANT, the commencement and completion dates for the task, the frequency of site visits to be provided by CONSULTANT for construction administration services if included in the scope of services, and will identify the OWNER and CONSULTANT representatives for the Task Order. CONSULTANT will be required to prepare a proposed project schedule for the scope of services defined in the Task Order which shall be reviewed and approved by OWNER prior to execution of the Task Order and which will be incorporated into the Task Order as an exhibit.

5. Additional Services. Upon written request and approval of OWNER, CONSULTANT shall provide additional services, not specifically described in any Task Order. CONSULTANT shall not perform additional services for which CONSULTANT expects compensation without OWNER'S prior written approval.
6. Time of Performance. The commencement date of work pursuant to the scope of services detailed in a Task Order shall be the date of execution thereof. The CONSULTANT will submit to OWNER a project schedule relating to each Task Order for OWNER's approval prior to execution of the Task Order and CONSULTANT shall commence work immediately upon execution pursuant to the approved schedule. All work as set forth in the scope of services defined in the Task Order shall be completed as reflected in the approved project schedule and in accordance with the completion date included in the Task Order unless otherwise agreed in writing between OWNER and CONSULTANT.

If the OWNER requests modifications to the scope of work included in a Task Order, the completion date by CONSULTANT for the Task Order may be adjusted if such modifications represent a material change to the scope of work.

CONSULTANT's services under this Contract, and each phase of services, if the Task Order Scope of Services is so divided, shall be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by the OWNER or (2) when CONSULTANT is providing construction administration services, that date which is 30 days beyond completion of construction and approval of the project by all jurisdictions having authority over the project and after CONSULTANT has completed all as-built construction documents.

7. Compensation. The CONSULTANT agrees to perform the scope of services defined in each Task Order, and the OWNER agrees to compensate the CONSULTANT for such services as set forth within the Basis of Compensation included in each Task Order. Compensation for hourly and additional services shall be as set forth in each Task Order.

Payments by OWNER to CONSULTANT shall be due and payable 30 days following the receipt of CONSULTANT'S invoice for services.

8. Personnel. CONSULTANT represents that it has secured at its own expense, all personnel and other resources required to perform the services under this MASTER AGREEMENT and that such personnel will be fully qualified and properly licensed to perform such services. In no circumstance shall CONSULTANT'S staff be deemed as employees or agents of OWNER. CONSULTANT shall appoint a representative to be OWNER'S point of contact for this MASTER AGREEMENT and for any Task Order incorporated herein.
9. Subsurface Investigations. CONSULTANT has been provided a geotechnical report or shall provide a geotechnical report as part of its services to OWNER. Such geotechnical report(s), whether provided by OWNER or procured by CONSULTANT, shall serve as a basis for CONSULTANT'S professional design services.

10. CONSULTANT's Personnel at Construction Site. If CONSULTANT'S scope of work includes construction administration, CONSULTANT's personnel shall not be responsible for those duties that belong to OWNER and/or the construction contractors or other entities, and shall not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work. CONSULTANT and CONSULTANT's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the CONSULTANT's own personnel.

CONSULTANT'S construction administration services shall include routine site visits, the frequency of which will be detailed in the Task Order. CONSULTANT's site visits shall be for the purpose of verifying that the work installed by the contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the construction contractor(s). CONSULTANT shall not be required to guarantee the performance of the construction contractor(s) work or to assume liability for construction contractor's failure to perform their work in accordance with the Contract Documents.

11. Responsibilities of the OWNER. It is agreed that the OWNER shall have the following responsibilities under this MASTER AGREEMENT:

- a. To timely provide all available information, data, reports, records, surveys, and maps to which the OWNER has access, and which may be relevant and/or required by the CONSULTANT for the performance of the professional services provided for herein. The OWNER disclaims all warranties and assumes no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused, or any decision made, or action taken or not taken by any person in reliance upon information or data furnished.
- b. To provide assistance in and cooperation with the CONSULTANT in obtaining any other relevant material which CONSULTANT may request and which the OWNER does not have in its possession.
- c. To allocate appropriate personnel resources of the OWNER to describe OWNER'S intended use and program for the project and to provide information which may be required by CONSULTANT to perform the work program set forth in the scope of services described in the Task Order.
- d. To designate a single representative who will be authorized to make necessary decisions required on behalf of the OWNER and who will serve to provide the



necessary direction and coordination for the project. CONSULTANT shall adhere to communication protocols as directed by OWNER.

- e. To bear all costs for permitting, reviewing, recording and advertising for the project.
- f. To provide access to all affected private property for CONSULTANT to perform all necessary surveying, engineering and inspections.

All such OWNER responsibilities shall be conducted in a timely manner and without undue delay so as not to delay the CONSULTANT in the performance of its services.

12. Opinion of Probable Construction Costs. If CONSULTANT is requested to provide an opinion of probable construction costs under any Task Order, CONSULTANT shall base its estimate on assumed labor costs adjusted for the current market and location of the project and approximate quantities of material and equipment derived from CONSULTANT'S take-off of CONSULTANT'S design documents or design documents provided by others..
13. Ownership of Documents. OWNER and CONSULTANT shall agree upon the digital platform in which construction documents shall be prepared and delivered to OWNER. All licenses and rights to documents prepared or furnished by CONSULTANT pursuant to any Task Order shall be transferred to OWNER upon any progress payment of final payment for services pursuant to CONSULTANT'S preparation of such documents. CONSULTANT shall have right to maintain copies. OWNER shall be entitled to use the instruments of CONSULTANT's professional service for the purpose of constructing, occupying or maintaining the project. Reuse or modification of any such documents by OWNER shall be at OWNER's sole risk. Documents are defined as reports, drawings, specifications, record drawings, plats and other deliverables defined in the Task Order whether in printed or electronic format.
14. Use of Electronic Media. When transferring documents in electronic formats, CONSULTANT makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CONSULTANT at the beginning of this project. CONSULTANT shall provide to OWNER and Contractor stamped and sealed drawings which have been permitted and stamped issued for construction. CONSULTANT shall be responsible for maintaining construction document records throughout any project, ensuring that all sketches, supplemental information, and/or revisions are properly marked, dated and distributed to the project team. If requested by OWNER, CONSULTANT shall upload and manage its construction documents in a web-based document management software or any other similar program which may be utilized by OWNER or the contractor from time to time.
15. Changes. The OWNER or the CONSULTANT may, from time to time, request modifications or changes in the scope of services defined in any Task Order. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation or time of performance, which are mutually agreed upon by and between the OWNER and the CONSULTANT, shall be incorporated in written amendments to the respective Task Order.

16. Termination of Contract. This MASTER AGREEMENT and/or any Task Order incorporated herein at a future date may be terminated by the OWNER, with or without cause, upon 7 calendar days written notice. In the event of termination by OWNER, copies of all finished or unfinished plans, specifications and reports prepared by the CONSULTANT up to the date of termination shall be transferred to OWNER in editable format including CAD provided CONSULTANT is paid in full for all services provided and expenses incurred through the date of termination and otherwise as provided in paragraph 11.

This MASTER AGREEMENT and/or any future Task Order may be terminated by CONSULTANT for cause which shall be defined as OWNER'S default in failure to remit timely payment for undisputed amounts due CONSULTANT per the fee and payment provisions defined in the Task Order. CONSULTANT shall be required to provide a 30-day notice of its intent to terminate if the OWNER fails to cure the default within that 30-day period. The OWNER must be past-due on payment of invoices to CONSULTANT before the CONSULTANT can send the 30-day notice referenced in this paragraph with its intent to terminate this MASTER AGREEMENT.

17. Assignability. This Contract shall not be assigned or transferred by either the CONSULTANT or the OWNER without the prior written consent of the other. Notwithstanding the foregoing, however, the CONSULTANT shall not be prohibited from contracting with qualified and properly licensed sub-consultants or from assigning to a bank, trust company, or other financial institution any claims for compensation which may become due, without such prior written consent.

18. Insurance. CONSULTANT shall provide and maintain at a minimum the following coverage and limits during the life of the contract and shall name OWNER as an additional insured on its Commercial General Liability Insurance. Proof of such insurance and additional insured provisions are reflected in the Certificate of Insurance attached hereto as Exhibit 8. In no event shall either OWNER or CONSULTANT be entitled to consequential damages.

- a. Statutory Workers Compensation Insurance, a minimum of \$500,000 or greater amount if required by the state(s) in which the work is to be performed.
- b. Commercial General Liability Insurance, including coverage for premises and operations, products and completed operations, independent contractors, and contractual liability. Such insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Such coverage may be achieved through a combination of basic coverage and an umbrella policy.
- c. Automobile Liability Insurance for all owned, hired and non-owned automobiles in the minimum amount of \$1,000,000 per occurrence.
- d. Professional Liability Insurance of \$1,000,000 per claim, and \$1,000,000 in the aggregate

19. Standard of Care. CONSULTANT shall perform services for OWNER using that degree of care and skill ordinarily exercised by consultants practicing in the same or similar locale as the project, on projects of a similar scope and nature.

20. Dispute Resolution. All disputes that arise out of or relate to this contract, or the breach thereof, shall be mediated if the parties are unable to resolve the dispute through negotiation. If negotiations are unsuccessful, the parties shall first attempt to select a mutually acceptable mediator, and if the parties agree upon a mediator, the mediation shall be conducted in accordance with the South Carolina Rules of Alternative Dispute Resolution then in effect or as the parties may otherwise agree. If the parties cannot agree upon a mediator, the selection of a mediator and the mediation process shall be conducted by the American Arbitration Association under its then current Construction Industry Arbitration Rules and Mediation Procedures. The venue for the mediation shall be in Lexington, South Carolina.

If the mediation is unsuccessful, the parties agree that all disputes arising out of or relating to this contract, or the breach thereof, shall be arbitrated, by a single Arbitrator, in accordance with the American Arbitration Association Construction Industry Arbitration Rules. If the parties cannot agree upon an Arbitrator, the selection of the Arbitrator shall be conducted by the American Arbitration Association, Construction Industry Arbitration Rules. The venue for the arbitration shall be in Lexington, South Carolina at the office of the OWNER.

21. Miscellaneous Provisions. The following miscellaneous provisions shall apply:

- a. This Agreement shall be binding upon the successors and assigns of the parties.
- b. Interpretation and enforcement of this Agreement shall be pursuant to the law of the State of South Carolina, County of Lexington.
- c. In the event that conflicts emerge between the terms and conditions of this MASTER AGREEMENT and any proposals provide by CONSULTANT, the terms and condition of this MASTER AGREEMENT and any addendum or Task Order shall prevail.
- d. This Agreement constitutes the entire contract between the parties, and it shall be modified or amended only in a writing signed by both parties.
- e. The CONSULTANT warrants that it has all the skills, experience, and professional licenses necessary to perform the services specified in this agreement.

IN WITNESS WHEREOF, the CONSULTANT and the OWNER have executed this MASTER AGREEMENT as of the date written below.

OWNER: City of Cayce

CONSULTANT: Hanna Engineering, LLC

**CITY OF CAYCE, SOUTH CAROLINA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**LEGAL NOTICE:**

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**EXHIBIT A- CERTIFICATE OF INSURANCE**

#S1606634/M1582273

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THEN2

## COST OF SERVICES

### FEES

We are providing our hourly rate schedule below. This is the schedule that is followed for all of our Professional Engineering services.

<b>Title:</b>	<b>Rate:</b>
Billing Class VIII – President	\$180/hour
Billing Class VII – Project Manager II	\$140/hour
Billing Class VI – Construction Manager	\$120/hour
Billing Class VI – Electrical Engineer	\$115/hour
Billing Class V – Project Engineer I	\$110/hour
Billing Class IV – Engineering Associate I	\$95/hour
Billing Class III – Project Representative	\$95/hour
Billing Class II – Design Manager	\$95/hour
Billing Class I – Project Development Coordinator	\$85/hour
Billing Class I – Project Assistant	\$85/hour
Billing Class I – CAD / GIS Technician	\$80/hour
Administrative Support Staff	\$75/hour
Engineering Intern	\$75/hour
Surveying Services	Cost will be negotiated on a per project basis with Nesbitt Surveying



**ALL DISPUTES HEREUNDER SHALL BE RESOLVED BY BINDING ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, S.C. CODE § 15-48-10, ET SEQ.**

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

This Master Agreement for Professional Services ("MASTER AGREEMENT") is made as of this \_\_\_ day of \_\_\_\_\_, 2023 by and between the **City of Cayce** whose address is 1800 12<sup>th</sup> Street, Cayce, SC, ("OWNER"), and **The LandPlan Group South, Inc.** whose address is 1206 Scott Street Columbia, SC 29201 ("CONSULTANT").

The parties hereto do mutually agree as follows:

This MASTER AGREEMENT sets forth the terms and conditions which OWNER and CONSULTANT *have* agreed upon and which shall apply to any Task Order which may be incorporated herein at a future date.

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- b. To provide assistance in and cooperation with the CONSULTANT in obtaining any other relevant material which CONSULTANT may request and which the OWNER does not have in its possession.
- c. To allocate appropriate personnel resources of the OWNER to describe OWNER'S intended use and program for the project and to provide information which may be required by CONSULTANT to perform the work program set forth in the scope of services described in the Task Order.
- d. To designate a single representative who will be authorized to make necessary decisions required on behalf of the OWNER and who will serve to provide the

necessary direction and coordination for the project. CONSULTANT shall adhere to communication protocols as directed by OWNER.

- e. To bear all costs for permitting, reviewing, recording and advertising for the project.
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16. Termination of Contract. This MASTER AGREEMENT and/or any Task Order incorporated herein at a future date may be terminated by the OWNER, with or without cause, upon 7 calendar days written notice. In the event of termination by OWNER, copies of all finished or unfinished plans, specifications and reports prepared by the CONSULTANT up to the date of termination shall be transferred to OWNER in editable format including CAD provided CONSULTANT is paid in full for all services provided and expenses incurred through the date of termination and otherwise as provided in paragraph 11.

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18. Insurance. CONSULTANT shall provide and maintain at a minimum the following coverage and limits during the life of the contract and shall name OWNER as an additional insured on its Commercial General Liability Insurance. Proof of such insurance and additional insured provisions are reflected in the Certificate of Insurance attached hereto as Exhibit 8. In no event shall either OWNER or CONSULTANT be entitled to consequential damages.

- a. Statutory Workers Compensation Insurance, a minimum of \$500,000 or greater amount if required by the state(s) in which the work is to be performed.
- b. Commercial General Liability Insurance, including coverage for premises and operations, products and completed operations, independent contractors, and contractual liability. Such insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Such coverage may be achieved through a combination of basic coverage and an umbrella policy.
- c. Automobile Liability Insurance for all owned, hired and non-owned automobiles in the minimum amount of \$1,000,000 per occurrence.
- d. Professional Liability Insurance of \$1,000,000 per claim, and \$1,000,000 in the aggregate

19. Standard of Care. CONSULTANT shall perform services for OWNER using that degree of care and skill ordinarily exercised by consultants practicing in the same or similar locale as the project, on projects of a similar scope and nature.

20. Dispute Resolution. All disputes that arise out of or relate to this contract, or the breach thereof, shall be mediated if the parties are unable to resolve the dispute through negotiation. If negotiations are unsuccessful, the parties shall first attempt to select a mutually acceptable mediator, and if the parties agree upon a mediator, the mediation shall be conducted in accordance with the South Carolina Rules of Alternative Dispute Resolution then in effect or as the parties may otherwise agree. If the parties cannot agree upon a mediator, the selection of a mediator and the mediation process shall be conducted by the American Arbitration Association under its then current Construction Industry Arbitration Rules and Mediation Procedures. The venue for the mediation shall be in Lexington, South Carolina.

If the mediation is unsuccessful, the parties agree that all disputes arising out of or relating to this contract, or the breach thereof, shall be arbitrated, by a single Arbitrator, in accordance with the American Arbitration Association Construction Industry Arbitration Rules. If the parties cannot agree upon an Arbitrator, the selection of the Arbitrator shall be conducted by the American Arbitration Association, Construction Industry Arbitration Rules. The venue for the arbitration shall be in Lexington, South Carolina at the office of the OWNER.

21. Miscellaneous Provisions. The following miscellaneous provisions shall apply:

- a. This Agreement shall be binding upon the successors and assigns of the parties.
- b. Interpretation and enforcement of this Agreement shall be pursuant to the law of the State of South Carolina, County of Lexington.
- c. In the event that conflicts emerge between the terms and conditions of this MASTER AGREEMENT and any proposals provide by CONSULTANT, the terms and condition of this MASTER AGREEMENT and any addendum or Task Order shall prevail.
- d. This Agreement constitutes the entire contract between the parties, and it shall be modified or amended only in a writing signed by both parties.
- e. The CONSULTANT warrants that it has all the skills, experience, and professional licenses necessary to perform the services specified in this agreement.

IN WITNESS WHEREOF, the CONSULTANT and the OWNER have executed this MASTER AGREEMENT as of the date written below.

OWNER:

CONSULTANT:

**CITY OF CAYCE, SOUTH CAROLINA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**LEGAL NOTICE:**

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**EXHIBIT A- CERTIFICATE OF INSURANCE**

#S1606634/M1582273

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THEN2

**STAFF HOURLY RATES**

Senior Project Manager	\$185./hr.
Project Manager	\$160./hr.
Professional Engineer	\$155./hr.
Landscape Architect	\$140./hr.
Civil E.I.T	\$110./hr.
Graduate Landscape Architect	\$95./hr.
Office Admin	\$60./hr.



Agreement for Services  
City of Cayce  
June 1, 2023

*This agreement is in consideration of public relations, graphic design, social media management, content creation, crisis communications, media relations, public information, and consulting services to be rendered by MPA Strategies, LLC (herein listed as “Consultant”), to the City of Cayce (herein listed as “Client.”)*

**Services:** Effective June 1, 2023 – May 31, 2025, Consultant shall serve as the Public Information Officer and Media Spokesperson for Client. Consultant will serve as the liaison between the Client and all members of the media. Additionally, Consultant will design a quarterly newsletter, provide the city with a monthly subscription to the South Carolina Purchasing and Procurement Digest, manage and negotiate advertisements and promotions for City events and initiatives, manage Client social media pages and serve as a public relations and crisis communications consultant for Client.

Consultant will report to the City Manager to promote the city through traditional, digital, and social mediums both organically and with paid advertisements.

**Compensation:** Client agrees to pay Consultant, on invoice, a monthly fee for services listed above in the amount of \$6,500.00 per month. If there are any other costs to be reimbursed by the Client, Consultant agrees to obtain consent and pre-approval from Client.

**Termination:** The agreement shall automatically renew on the anniversary of the expiration date for twelve-month periods (“Extended Terms”) year to year thereafter unless either party terminates the agreement with 60-day written notice to the other party prior to the expiration date of the Initial Term or any Extended Term.

**Nondisclosure of Confidential Information:** Consultant agrees that it shall hold and maintain the Confidential Information of Client in strictest confidence for the sole and exclusive benefit of the Client and will not disclose Client's Confidential Information to others except as authorized by Client. Confidential Information shall include all non-public information or proprietary information or know-how information that the Client considers or deems to be confidential or maintains in confidence. This provision shall survive the termination of this agreement for services.

**Independent Contractor:** This Agreement shall not render Consultant an employee, agent or joint venturer with the Client for any purpose. Contractor is and will remain an independent contractor in its relationship to the Client. The Client shall not be responsible for withholding taxes with respect to Contractor’s compensation hereunder. Contractor shall have no claim against the Client hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, workers’ compensation, health or disability benefits, unemployment insurance benefits or employee benefits of any kind.

**Force Majeure:** Per this Agreement, “any event of force majeure” means an event beyond the control of the Parties that may prevent a Party from complying with its obligations under this Agreement including but not limited to: acts of God (earthquakes, fires, or other natural disasters), war, contamination, riot, or acts of terrorism.

In any event of force majeure (a) neither Party shall be considered to be in breach of this Agreement; (b) the affected Party will provide reasonable notice to the unaffected Party of events; (c) and the time for completion of the services to be performed under this Agreement may be extended by a period of time equal to the period of interruption caused by the event of force majeure.

**Entire Agreement:** This Agreement constitutes the entire Agreement and understanding between the parties with respect to the subject matters herein, and supersedes and replaces any prior agreements and understandings, whether oral or written between them with respect to such matters. The provisions of this Agreement may be waived, altered, amended or repealed in whole or in part only upon the written consent of both parties.

**Title and Subtitles:** The titles of the sections and subsections of this Agreement and any exhibits are for the convenience of reference only and are not to be considered in construing this Agreement.

**No Implied Waivers:** The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of any subsequent breach of the same provision or any other provision.

**Severability:** If for any reason any provision of this Agreement shall be determined to be invalid or inoperative, the validity and effect of the other provisions hereof shall not be affected thereby, provided that no such severability shall be effective if it causes a material detriment to any party.

**Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, applicable to contracts between South Carolina residents, entered into and to be performed entirely within the State of South Carolina.

**Notices:** All notices, requests, demands, instructions, or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery.

Client: City of Cayce

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Consultant: MPA Strategies

Ashley S. Hunter

DATED: May 19, 2023

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# Memorandum

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**To:** Mayor and Council  
**From:** Tracy Hegler, City Manager  
**Date:** May 24, 2023  
**Subject:** Reappointment of City Prosecutor and Public Defender

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## **ISSUE**

Council approval is needed to reappoint the City Prosecutor and Public Defender

## **BACKGROUND**

The City staff and the City Court Administration are pleased with our City Prosecutor, David Allen and our Public Defender, Harry Hancock. Both agreements need to be renewed on an annual basis and both have agreed to stay in their positions for another term.

City Council appoints the City Prosecutor and the City Manager appoints the Public Defender.

## **RECOMMENDATION**

Staff recommends Council reappoint City Prosecutor, David Allen and approve the City Manager reappointing Public Defender, Harry Hancock, and authorize the execution of agreements accordingly.

# Memorandum

**To:** Mayor and Council

**From:** Tracy Hegler, City Manager

**Date:** May 24, 2023

**Subject:** Community Risk Reduction Manager for the Fire Department funded by the Opioid Recovery Fund

**ISSUE**

Council approval is needed to request Opioid Recovery Funds for a Community Risk Reduction Manager for the Fire Department

**BACKGROUND**

In March of 2023, the City of Cayce submitted a request to the Opioid Recovery Fund Board for specialized training and equipment to aid in the abatement and interdiction of opioids in the City. This request was a part of the *South Carolina Opioid Litigation* settlement, which enables the City of Cayce to apply for funding for established disbursements over the next five (5) years.

Our application was denied by the Board because the requested items did not fully align with their goals and strategies. The Board provided technical assistance for a resubmission of a revised proposal, where it was recommended that our proposal be structured toward community outreach and education.

The City’s new proposal to the Board is to hire a Community Risk Reduction Program Manager and to host a myriad of community events related to opioid abatement. This position will provide outreach and education to schools, community stakeholders and at-risk populations. The requested Program Manager will be fully funded through the Opioid Recovery Fund for a minimum of five (5) years based on the allocations approved for the City of Cayce from the program (see table below). The funds will cover salary, fringes, and all equipment for the new position. The new proposal will also utilize requested funds to hold community drug take-back events, as well as provide resources for the proper disposal of all medications and drugs.

Year	Funds Given	Funds Spent	Funds Remaining
1	\$138,302.66	\$86,931.00	\$51,371.66*
2	\$140,679.70	EST: \$90,000.00	EST: \$102,051.36
3	\$52,856.04	EST: \$95,000.00	EST: \$59,907.40
4	\$67,477.87	EST: \$98,000.00	EST: \$29,385.27
5	\$71,112.44	EST: \$100,000.00	EST: \$497.71

\*Remaining funds are rolled over to next year



**RECOMMENDATION**

Staff recommends Council approve the funding request to the Opioid Recovery Board for a new staff position - Community Risk Reduction Program Manager.

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**COUNCIL ACTION REQUIRED**

**PUBLIC SAFETY FOUNDATION – ONE (1) POSITION**

The Public Safety Foundation currently has one (1) open position, after Dr. Collette Townsend-Chambers' resignation. The City has received a potential member application from Ms. Donna Zeigler. Her application is attached for Council's review.

**EVENTS COMMITTEE – ONE (1) POSITION**

Ms. Evony Reed's term on the Events Committee expires in May. Ms. Reed has served on the Committee since 2019 and would like to serve again. Her reappointment application is attached for Council's review.

**MUSEUM COMMISSION – ONE (1) POSITION**

Ms. Pamela Sulton's term on the Museum Commission expires in May. Ms. Sulton has served on the Commission since 2021 and would like to serve again. She also serves on the Museum's African American Sub-Committee. Her reappointment application is attached for Council' review.

**NO COUNCIL ACTION REQUIRED**

**The following positions remain open until receipt of potential member applications.**

**STANDARD TECHNICAL CODES BOARD OF APPEALS – ONE (1) POSITION**

Reviews citizen appeals to ensure building codes, property maintenance codes and fire codes are properly interpreted and implemented fairly. Members who serve on this Board must be either an Engineer, Contractor, Architect or Design Professional. There are no recommendations at this time.

**APPOINTMENT PROCESS**

Cayce citizens have an opportunity to actively participate in the City through their services on a number of advisory boards, commissions, foundations and committees. These groups help shape and carry out policy.

Applications are accepted at any time for all City of Cayce boards, commissions, foundations and committees. Cayce citizens wishing to apply for appointment may submit a potential member application to the Municipal Clerk, P. O. Box 2004, Cayce, SC 29171. More information and a copy of the application can be found on our website at [caycesc.gov](http://caycesc.gov) or by calling City Hall at 803-796-9020.

City Council considers applications at a meeting immediately following an opening.

## CITY OF CAYCE PUBLIC SAFETY FOUNDATION APPOINTMENT APPLICATION

Name: Donna Kaye ZeiglerHome Address: N. Eden Dr. City, State, Zip Cayce, SC 29033

Telephone: \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Resident of Cayce:  Yes  No Number of Years 38Business Located in Cayce:  Yes  No Number of Years \_\_\_\_\_

**Have you ever been convicted of a felony or misdemeanor other than a minor traffic violation?**  Yes  No **If yes, specify below:**

\_\_\_\_\_  
\_\_\_\_\_**Work Address**Company: Columbia Marking Products Position Office ManagerAddress: 727 Meeting StreetCity, State, Zip West Columbia 29169 Telephone: 803-781-7048Fax: \_\_\_\_\_ E-Mail gcolumbiamarkin@sc.rr.com**Work Experience:** Public Safety Dispatcher, C&A Timekeeper, Admin Asst

\_\_\_\_\_

**Educational Background:** High School Graduate

\_\_\_\_\_

**Membership Information (Professional, Neighborhood and/or Civic Organizations):**Board Member for the Avenues Association**Volunteer Work:** \_\_\_\_\_

\_\_\_\_\_

**Hobbies:**Shopping

Return to:  
Mendy Corder, Municipal Clerk  
City of Cayce, P.O. Box 2004, Cayce, SC 29171-2004  
Telephone: 803-796-9020 • Fax: 803-796-9072



CITY OF CAYCE  
COMMITTEE MEMBER REAPPOINTMENT APPLICATION

Name: Leonita Evans Beal  
Home Address: Poplar St. City, State, Zip Cayce, SC 29033  
Telephone: (803) E-Mail Address \_\_\_\_\_  
Resident of Cayce:  Yes  No Number of Years 43

Please check the Committee for which you are applying for reappointment:

- { Accommodations Tax Committee      { Beautification Board       Event Committee
- { Cayce Housing Authority              { Museum Commission      { Planning Commission
- { Consolidated Board of Appeals      { Board of Zoning Appeals

Have you ever been convicted of a felony or misdemeanor other than a minor traffic violation?     Yes     No    If yes, specify below:

Work Address

Company: BCBS of SC Position Analyst  
Address: 4101 Percival Rd  
City, State, Zip Columbia, SC 29229 Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_ E-Mail \_\_\_\_\_

Work Experience: Analyst, Project Management, Tester, QA

Educational Background: Master's Degree

Membership Information (Professional, Neighborhood and/or Civic Organizations):

N/A

Volunteer Work: Church, City of Cayce

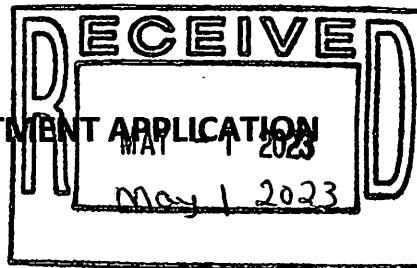
Hobbies: Reading, Shopping

Return to:  
Mendy Corder, Municipal Clerk  
City of Cayce, P.O. Box 2004, Cayce, SC 29171-2004  
Telephone: 803-550-9557 • Fax: 803-796-9072 • mcorder@cityofcayce-sc.gov



ITEM VI. A.

CITY OF CAYCE  
COMMITTEE MEMBER REAPPOINTMENT APPLICATION



Name: Jamela Sutton

Home Address: Lee Street City, State, Zip Cayce S.C. 29033

Telephone: 803- E-Mail Address: \_\_\_\_\_

Resident of Cayce:  Yes { No Number of Years 32

Please check the Committee for which you are applying for reappointment:

- { Accommodations Tax Committee
- { Beautification Board
- { Event Committee
- { Cayce Housing Authority
- { Museum Commission }
- { Planning Commission
- { Consolidated Board of Appeals
- { Board of Zoning Appeals

Have you ever been convicted of a felony or misdemeanor other than a minor traffic violation?  Yes  No If yes, specify below:

Work Address

Company: Lexington Medical Center Position Doula

Address: \_\_\_\_\_

City, State, Zip West Columbia Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail \_\_\_\_\_

Work Experience: Postpartum / Birth doula 28 years, Lexington County election commission 30, US Census 30 years

Educational Background: \_\_\_\_\_

Membership Information (Professional, Neighborhood and/or Civic Organizations):

Dona International, Julius Felder Coalition for Change, Riverbank Zoo

Volunteer Work: Riverbank Zoo garden staff, <sup>14 year</sup> Former board member

Habitat for Humanity central midlands, Lexington Herb Club

Hobbies: Swimming, dance all forms (jazz, tap, line dancing, ballroom community gardening project)

Return to:

Mendy Corder, Municipal Clerk

City of Cayce, P.O. Box 2004, Cayce, SC 29171-2004

Telephone: 803-550-9557 • Fax: 803-796-9072 • mcorder@cityofcayce-sc.gov