

Mayor
Elise Partin

Mayor Pro-Tem
Tara S. Almond

Council Members
Phil Carter
Eva Corley
James E. Jenkins

City Manager
Tracy Hegler



**City of Cayce
Council Meeting
Tuesday, February 5, 2019
6:00 p.m. – Cayce City Hall – 1800 12th Street
www.caycesc.gov**

I. Call to Order

- A. Invocation and Pledge of Allegiance
- B. Approval of Minutes
January 8, 2019 Regular Meeting

II. Public Comment Regarding Items on the Agenda

III. Ordinances

- A. Discussion and Approval of Ordinance 2019-01 Amending City Code Sections 2-66 and 2-72 Concerning Council Meetings and Agendas for Council Meetings – Second Reading

IV. Other

- A. Discussion and Authorization for the City Manager to Negotiate and Sign a Lease Purchase Agreement to Purchase the Fire Department SCBA Units (Air Packs)
- B. Discussion and Approval of Hospitality Tax Fund Requests for 2019

V. City Manager's Report

VI. Committee Matters

- A. Approval to enter the following Committee approved Minutes into the City's Record
Planning Commission – October 15, 2018
Zoning Board of Appeals – November 19, 2018
- B. Appointments and Reappointments
Events Committee – One (1) Position

VII. Council Comments

VIII. 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
- B. Receipt of legal advice relating to and discussion of negotiations incident to proposed franchise agreements for SCE&G and Mid-Carolina Electric Cooperative

IX. Reconvene

X. Possible Actions by Council in follow up to Executive Session

- A. Discussion and Approval of Ordinance 2018-15 Granting a Franchise to SCE&G for Electric Service, Gas Service, and Communication Lines – First Reading
- B. Discussion and Approval of Ordinance 2018-16 Granting a Franchise to Mid-Carolina for Electric Service and Communication Lines – First Reading

XI. Adjourn

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

Mayor
Elise Partin

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Tara S. Almond

Council Members
Phil Carter
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City Manager
Tracy Hegler



**CITY OF CAYCE
Regular Council Meeting
January 8, 2019**

The January Regular Council Meeting was held this evening at 6:00 p.m. in Council Chambers. Those present included Mayor Elise Partin, Council Members Tara Almond, Phil Carter, Eva Corley and James Jenkins. City Manager Tracy Hegler, Assistant to the City Manager Rachelle Moody, Municipal Clerk Mendy Corder, Municipal Treasurer Garry Huddle, Planning and Development Director Carroll Williamson, Utilities Director Blake Bridwell, Human Resources Director Lynn Dooley, Director of Public Safety Byron Snellgrove and City Attorney Danny Crowe were also in attendance.

Mayor Partin asked if members of the press and the public were duly notified of the Council Meeting in accordance with the FOIA. Ms. Corder confirmed they were notified.

Call to Order

Mayor Partin called the meeting to order. Council Member Almond gave the invocation. Mayor Partin stated that the City is proud to honor military veterans by inviting them to lead the assembly in the Pledge of Allegiance at every regular Council Meeting. She stated that CPT Terry Hildebrand served in the Army as an Infantry and Aviation Officer from 2005 - 2016. He is a graduate of the Infantry Officer Basic Course, Airborne School, Ranger School (William O'Darby Distinguished Honor Graduate), Survival, Evasion, Resistance and Escape (SERE) School, Flight School XXI, and Aviation Captain's Career Course.

Mayor Partin stated that CPT Hildebrand's awards and decorations include the Combat Infantryman Badge, Expert Infantryman Badge, Army Aviator Badge, Parachutist Badge, Ranger Tab, Bronze Star Medal, Meritorious Service Medal, Army Achievement Medal, National Defense Service Medal, Global War on Terrorism Service Medal, Army Service Ribbon, NATO Medal, Valorous Unit Award, and Meritorious Unit Commendation. CPT Hildebrand has received the following awards and decorations twice: Air Medal, Army Commendation Medal, Iraq Campaign Medal, Afghanistan Campaign Medal, and an Overseas Service Ribbon. CPT Hildebrand was Honorably Discharged from Active Duty in April 2016. He currently works for the Army as a Department of the Army Civilian. He is married to Whitney and has three sons and one daughter. CAPT Hildebrand led the assembly in the Pledge of Allegiance. Mayor Partin and Council thanked him for his service to our country.

Approval of Minutes

Council Member Carter made a motion to approve the December 4, 2018 Public Hearing and Regular Council Meeting minutes and the December 19, 2018 Special Council Meeting minutes as written. Council Member Jenkins seconded the motion which was unanimously approved by roll call vote.

Public Comment Regarding Items on the Agenda

No one signed up for Public Comment.

Presentations

- A. Recognition of Cayce Water Plant Receiving the 2017 AWOP (Area-Wide Optimization Program) Excellence Award and the Ten Years AWOP Excellence Award

Mayor Partin stated that the City of Cayce's Water Treatment Plant received the 2017 SC Area-Wide Optimization Program (AWOP) Award and a Ten Years AWOP Excellence Award for receiving the before mentioned award for ten years. She stated that the South Carolina Department of Health and Environmental Control (DHEC) sponsors this program. The SC AWOP is an effort to optimize the performance of existing surface water facilities. The program goal is to optimize particle removal and disinfection of all filtration plants to maximize public health protection from microbial contaminants, and reduce risk of illness from contaminated water. These treatment parameters are more stringent than current EPA Clean Water Act regulations. This award is achieved without capital spending on plant improvements and through maximizing operator know how and expertise to optimize the water treatment process to achieve these results.

- B. Presentation by Mr. Robert Milhous of the City of Cayce FY17/18 Comprehensive Annual Financial Report

Mr. Robert Milhous, the City's auditor, presented the FY17/18 Comprehensive Annual Financial Report to Council. Mr. Milhous went over the financial statement with Council and stated it was a great audit and report. He stated that based on good fiscal management there was a positive fund balance in the General Fund. The Water and Sewer Utility Fund also had a positive fund balance and the City met its debt coverage ratio, therefore the City is in compliance with its bond covenants.

Ordinances and Resolutions

- A. Consideration and Approval of Resolution Approving Law Enforcement Assistance and Support Agreement with Lexington County Sheriff's Department
- B. Consideration and Approval of Resolution Approving Law Enforcement Assistance and Support Agreement with the City of West Columbia and West Columbia Police Department
- C. Consideration and Approval of Resolution Approving Law Enforcement Assistance and Support Agreement with Town of South Congaree and South Congaree Police Department
- D. Consideration and Approval of Resolution Approving Memorandum of Understanding for Law Enforcement Services with City of Myrtle Beach Police Department

Council Member Jenkins made a motion to approve the Resolutions approving the Law Enforcement Assistance and Support Agreement with the Lexington County Sheriff's Department, West Columbia Police Department, the South Congaree Police Department and the Resolution approving the memorandum of understanding for law enforcement services with the Myrtle Beach Police Department. Council Member Corley seconded the motion which was unanimously approved by roll call vote.

- E. Discussion and Approval of Ordinance 2019-01 Amending City Code Sections 2-66 and 2-72 Concerning Council Meetings and Agendas for Council Meetings – First Reading

Council Member Jenkins made a motion to approve Ordinance 2019-01 on first reading. Council Member Almond seconded the motion which was unanimously approved by roll call vote.

Other

- A. Discussion and Approval of an Engineering and Construction Services Agreement Related to a Rural Infrastructure Authority Grant Project for Stormwater Infrastructure Improvements

Ms. Hegler stated that Council approval is needed for an engineering and construction services agreement related to a Rural Infrastructure Authority grant project for stormwater infrastructure improvements. As part of this grant project, engineering services are required for design, permitting, construction management and observation. She stated that a rate sheet was placed at each Council Member's seat for their review.

She stated that the City received a grant from the Rural Infrastructure Authority (RIA) to undertake the Avenues Drainage Improvements Project to improve stormwater infrastructure in the Avenues neighborhood.

Council Member Almond made a motion to approve the engineering and construction services agreement and authorize the City Manager to execute the contract. Council Member Carter seconded the motion.

Council Member Almond stated that she requested the rate sheet so Council would know the rates to be charged. She also stated that she had requested that if overages occur than the City require invoices detailing the overages. Mayor Partin called the question which was unanimously approved by roll call vote.

B. Discussion and Approval of an Area Lighting Service Agreement for the Knox Abbott Drive Improvements

Council Member Corley made a motion to approve the agreement. Council Member Almond seconded the motion. Council Member Corley asked why two different type of lights are proposed to be used in the project. Ms. Moody stated that breakaway poles are required by SCDOT for safety. She stated that the new fixtures will include both cobra and acorn style luminaries and will be comingled down Knox Abbott Drive. The acorn style is on a shorter pole and used for pedestrian lighting. The cobra style will be used at intersections and will be placed on the new traffic poles. The cobra style is used for lighting the street.

Council Member Carter stated that the term of the contract is ten years. He asked if the City is required to pay the monthly rate even after the ten years is up. Ms. Moody stated that the monthly rate is for replacement and maintenance of the poles, fixtures and bulbs. She stated that essentially the City is renting the poles and lights and will be required to pay the rate even once the ten year agreement ends. Ms. Moody stated that the new poles are black, breakaway aluminum poles and will replace the current wood poles. Mayor Partin called the question which was unanimously approved by roll call vote.

City Manager's Report

Ms. Hegler distributed the budget schedule to Council and stated there are two work sessions and two Council Meetings where the budget will be discussed. She stated that staff has started working on the FY19/20 budget.

Committee Matters

- A. Approval to enter the following Committee approved Minutes into the City's Record
Museum Commission – November 7, 2018

Council Member Almond made a motion to enter the Commission approved November 7, 2018 Museum Commission minutes into the record. Council Member Jenkins seconded the motion which was unanimously approved by roll call vote.

- B. Annual Appointment of Council Members to City Foundations

Council Member Corley made a motion to appoint Council Member Carter to the Beautification Foundation and Council Member Jenkins to the Public Safety Foundation. Council Member Almond seconded the motion which was unanimously approved by roll call vote.

Council Comments

No comments were made by Council.

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
- B. Receipt of legal advice and discussion of negotiations incident to proposed contractual arrangements with Lexington County concerning inclusion of certain property in Joint County Industrial Park
- C. Discussion of possible appointment and employment of municipal court judge

Mayor Partin stated that there was not anything to be discussed under Item IX. A. in Executive Session. Council Member Jenkins made a motion to move into Executive Session. Council Member Corley seconded the motion which was unanimously approved by roll call vote.

Reconvene

After the Executive Session was concluded, Council Member Almond made a motion to reconvene the Regular meeting. Council Member Carter seconded the motion which was unanimously approved by roll call vote. Mayor Partin announced that no action was taken in Executive Session other than to adjourn and resume the Regular meeting.

Possible Actions by Council in follow up to Executive Session

- A. Discussion and Approval of Ordinance 2018-17 Granting Consent to the Inclusion of Certain Property of Owen Electric Steel Company within the Joint County Industrial Park of Lexington and Calhoun Counties – Second Reading

Council Member Almond made a motion to amend Exhibit A to include the additional property per the new Exhibit A that was provided to Council during Executive Session and to approve Ordinance 2018-17 on second reading. Council Member Corley seconded the motion. Mayor Partin called the question noting that Council Member Jenkins had recused himself from the vote. Council Members Almond, Corley and Carter and Mayor Partin voted yes.

- B. Other

Adjourn

There being no further business, Council Member Almond made a motion to adjourn the meeting. Council Member Corley seconded the motion which was unanimously approved by roll call vote. The meeting adjourned at 7:20 p.m.

Elise Partin, Mayor

ATTEST:

Mendy C. Corder, CMC, Municipal Clerk

STATE OF SOUTH CAROLINA)	ORDINANCE 2019-01
)	Amending City Code Sections 2-66
COUNTY OF LEXINGTON)	and 2-72 Concerning Council
)	Meetings and Agendas for Council
CITY OF CAYCE)	Meetings

WHEREAS, City Council has determined that it is appropriate, in order to conform with recent amendments to the State Freedom of Information Act, to amend City Code section 2-66 concerning meetings of the Council and to amend City Code section 2-72 concerning posting of and changes in agendas,

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

1. Section 2-66 (“Meetings”) of Division 3 (“Rules of Order”) of Article II (“City Council”) of Chapter 2 (“Administration”) of the Cayce City Code is hereby amended to read:

“Regular meetings of the council shall be held on the first Tuesday of each month unless changed by a majority vote of members present at any regular or special meeting. Special meetings of the council may be held on the call of the mayor or of a majority of the councilmembers in writing or by a majority vote of members present at any regular or special meeting. Notice of a meeting of the council shall be provided in accord with the State Freedom of Information Act.”

2. Section 2-72 (“Agenda”) of Division 3 (“Rules of Order”) of Article II (“City Council”) of Chapter 2 (“Administration”) of the Cayce City Code is hereby amended to read:

“Matters to be considered by the council at a meeting shall be placed on a written agenda prepared by the City Manager and publicly posted as provided by the State Freedom of Information Act. Items may be added to an agenda as provided by the State Freedom of Information Act.”

This Ordinance shall be effective from the date of second and final reading.

DONE IN MEETING DULY ASSEMBLED, this _____ day of _____ 2019.

Elise Partin, Mayor

Attest:

Mendy Corder, CMC, Municipal Clerk

First Reading: _____

Second Reading and Adoption: _____

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

Memorandum

To: Mayor and Council

From: Tracy Hegler, City Manager
Rachelle Moody, Asst. to the City Manager

Date: January 30, 2019

Subject: Purchase of new air packs for the Fire Department

ISSUE:

The Fire Department's SCBA units (air packs) that were purchased in 2009 are at the end of their usable life span, rendering them unserviceable. The air packs have two components: the air cylinder and the frame (including electronics, masks, air regulators, etc.) We currently have 32 MSA Fire Hawk SCBA that were manufactured under the 2007 NFPA 1981 standard. The cylinder portion of the SCBA is required to be tested every five years and 2019 is the last year for their hydrostatic testing. The useful life of the cylinder itself runs through 2023. However, the pack frames are out of date and the parts to repair them are no longer being manufactured. This is due to the NFPA updates that have taken place since the 2009 purchase. If a pack were to malfunction, we would not be able to fix it and would have one less full SCBA unit for use. The department will eventually find itself in a place where the number of usable pack frames are fewer than the number of firefighters on scene.

To be exact, our SCBA are three NFPA cycles behind with the most current being in 2018. The updates affect the low air alarm activation, the PASS device tone, the required flow rate, and electronics such as heads up displays and voice amplifications. This poses a problem when components break and there are not any parts available to replace them. This also puts our firefighters at an increased risk by operating with below-standard equipment. Furthermore, all the neighboring Fire agencies in Richland and Lexington Counties have upgraded to the newest SCBA equipment. Cayce's older model SCBA is not compatible with the new devices. Thus, neighboring agencies are not able to share equipment with Cayce Fire or properly back up Cayce firefighters during emergency mutual aid operations.

BACKGROUND/DISCUSSION:

The Fire Department has received a quote from the MSA representative for our area (Safe Industries) and received a price of \$335,909.35 to purchase 32 MSA G1 SCBA, 64 cylinders, 40 masks, and three Rapid Intervention Team (RIT) packs. This price is to purchase the product out right, and all at once.

Shortly after this quote was received, we were notified by Safe Industries that there was an option to purchase the SCBA at a lesser price, \$283,556.39. The reason for the drop in price is these items are in stock due to the over-purchase of another Fire Department, and do not classify as a special order. This is a rare discounted purchase opportunity for Cayce Fire Department. Included in this pricing, is a 10-year service contract that covers annual face fit testing, flow testing, and the 5-year hydrostatic testing. This reduces the cost of our service contract budget item by having these required tests conducted by one vendor, and in the event there is a mechanical issue, the repairs and/or replacements will be covered as well.

Cayce can choose to purchase the SCBA in one payment, or enter into a lease purchase agreement to spread the cost over multiple years. In a lease purchase agreement, the City is estimated to pay up to \$62,000 per year for up to five years. This estimate is based on a quote received from Safe Industries bank for a lease purchase option. However, as is standard practice, the City would put the lease purchase contract out for bid, and would utilize the lowest responsive, responsible bidder. Thus, the lease purchase may come in lower. If the lease purchase were to begin, and payment need to be made prior to June 30, 2019, the Public Safety Department would have sufficient funds to cover a payment through cost savings in other budget line items.

By replacing our current SCBA to the most updated version, our department will be in compliance with NFPA 1981. This will provide our firefighters with the highest level of respiratory protection. It will also allow for continued interoperability with our mutual and automatic aid departments; all neighboring Fire departments in Richland and Lexington Counties have purchased and are placing in-service the MSA G1 SCBA. We will also be able to conduct firmware updates on the electronics where in the past this wasn't an option.

Safe Industries is the only vendor in the southeast that is authorized to sell MSA products; they are the sole provider of this equipment for the Cayce Fire Department and neighboring Fire Departments. Attached for review are the following documents:

1. Discounted quote for SCBA purchase from Safe Industries
2. Quote comparison chart

RECOMMENDATION

Staff recommends accepting the discounted purchase quote of \$283,556.39 and collecting bids for a lease purchase agreement; Council's authorization for the City Manager to negotiate and sign a lease purchase agreement to purchase the SCBA units; and utilize the General Fund to make the lease purchase payments, which will be allocated in the appropriate fiscal years for the term of the lease agreement.

Safe Industries

5031 HWY 153
 Easley, SC 29642
 P. 864.845.7175
 www.SafeIndustries.com



Estimate

Estimate # QLE017415

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BILL TO:
 Cayce Dept of Public Safety
 Accounts Payable
 1800 12th St Ext
 Po Box 2004
 Cayce, SC 29171-2004
 P: (803) 796-9020

SHIP TO:
 Cayce Dept of Public Safety
 Steven Bullard
 2 Lavern Jumper Rd
 Cayce, SC 29033-2916
 P: (803) 796-9020

Customer ID	Shipping Method	Sales Rep	Quote Exp Date	Terms	Date
CAYCEDEPT001	BEST WAY-GROUND	TAYLORDOWLING	4/30/2019	NET 30	1/30/2019

Quantity	UOM	Item #	Description	Unit Price	Extended Price
26	EACH	MSA_G1_SCBA	MSA G1 SCBA Configured	\$4,200.00	\$109,200.00
			<i>SYSTEM_PRESSURE 4 4500 PSIG</i>		
			<i>CYLINDER_CONNECTION 4 CGA Quick Connect Remote Con</i>		
			<i>HARNES 2 Standard with Chest Strap</i>		
			<i>CRADLE_TYPE M Metal Band</i>		
			<i>LUMBAR_TYPE A Adjustable Swivel Lumbar Pad</i>		
			<i>REGULATOR_TYPE 2 Solid Cover Left Shd.</i>		
			<i>REGULATOR_HOSE_TYPE C Continuous</i>		
			<i>EMERGENCY_BREATHING_SUPPORT 0 None</i>		
			<i>SPEAKER_MODULE L Left Chest</i>		
			<i>PASS A PASS Telemetry Right Shoulder</i>		
			<i>BATTERY_TYPE R Rechargeable</i>		
6	EACH	MSA_G1_SCBA	MSA G1 SCBA Configured with iTIC	\$5,155.00	\$30,930.00
			<i>SYSTEM_PRESSURE 4 4500 PSIG</i>		
			<i>CYLINDER_CONNECTION 4 CGA Quick Connect Remote Con</i>		
			<i>HARNES 2 Standard with Chest Strap</i>		
			<i>CRADLE_TYPE M Metal Band</i>		
			<i>LUMBAR_TYPE A Adjustable Swivel Lumbar Pad</i>		
			<i>REGULATOR_TYPE 2 Solid Cover Left Shd.</i>		
			<i>REGULATOR_HOSE_TYPE C Continuous</i>		
			<i>EMERGENCY_BREATHING_SUPPORT 0 None</i>		
			<i>SPEAKER_MODULE L Left Chest</i>		
			<i>PASS A PASS Telemetry Right Shoulder</i>		
			<i>BATTERY_TYPE R Rechargeable</i>		
40	EACH	MSA_G1_M_FACEPIE CE	MSA G1 Medium 5 point facepiece with neck strap	\$245.00	\$9,800.00
64	EACH	MSA_G1_45MIN_QC_ CYLINDER	MSA G1 45 minute carbon cylinder with pre-torqued QC adapter	\$735.00	\$47,040.00
4	EACH	MSA_G1_QC_FILL_ST ATION	MSA G1 Quick connect fill station adapter	\$350.00	\$1,400.00
4	EACH	SCBA CGA ADAPTER	CGA Adapter 1/4" M NPT x CGA-347	\$18.00	\$72.00
1	EACH	MSA_G1_BATTERY_C HARGER	MSA G1 6 Bank Battery Charger	\$400.00	\$400.00

Safe Industries

5031 HWY 153
 Easley, SC 29642
 P. 864.845.7175
 www.SafeIndustries.com



Estimate

Estimate # QLE017415

BILL TO:

Cayce Dept of Public Safety

Accounts Payable
 1800 12th St Ext
 Po Box 2004
 Cayce, SC 29171-2004
 P: (803) 796-9020

SHIP TO:

Cayce Dept of Public Safety

Steven Bullard
 2 Lavern Jumper Rd
 Cayce, SC 29033-2916
 P: (803) 796-9020

Customer ID	Shipping Method	Sales Rep	Quote Exp Date	Terms	Date
CAYCEDEPT001	BEST WAY-GROUND	TAYLORDOWLING	4/30/2019	NET 30	1/30/2019

Quantity	UOM	Item #	Description	Unit Price	Extended Price
6	EACH	MSA_G1_RECHARGABLE_BATTERY	MSA G1 Rechargeable Battery	\$200.00	\$1,200.00
3	EACH	MSA_G1_RIT_SYSTEM_WITH_RIT_PACK_AND_FACEPIECE	MSA G1 RIT System with RIT Pack and Facepiece	\$2,000.00	\$6,000.00
3	EACH	MSA_G1_60MINUTE_CARBOXYLATED_CYLINDER	MSA G1 60 minute carbon cylinder	\$995.00	\$2,985.00
3	EACH	TRUE NORTH L2 RIT BAG	RBL20 True North L-2 RIT Bag w/ Skid Plate, Red	\$240.00	\$720.00
32	EACH	MSA_GENERAL_PURPOSE_MERCHANDISE	MSA Pouch ONLY (For Transfill hose)	\$250.00	\$8,000.00
1	EACH	MSA_G1_RFID_READER_WRITER	MSA G1 RFID Reader Writer	\$530.00	\$530.00
1	EACH	MSASERVICES_CONTRACT_FIT_TEST_FLOW_TEST_HYDRO_10_YEAR_PLAN	MSA Service Contract Fit Test, Flow Test, Hydro (10 year plan)	\$50,000.00	\$50,000.00

Annual Fit and Flow Tests, Hydro Test Year 5 and Year 10

Subtotal	\$268,277.00
Misc	\$0.00
Tax	\$15,279.39
Freight	\$0.00
Trade Discount	\$0.00
Total	\$283,556.39

Terms & Conditions

TERMS AND CONDITIONS OF SALE

PAYMENT TERMS: All sales require pre-payment in full unless alternate terms are authorized prior to order processing. Customers may request alternative payment terms conditional upon approval by Safe Industries. In the event credit terms are granted, payment terms are Net 30 days.

PAYMENT BY CHECK: Safe Industries will convert your check into an electronic fund transfer (EFT). By sending or presenting to us your completed, signed check, you authorize us to use the account information from your check to make an EFT from your account for the same amount as the check. The EFT from your account will usually occur within 24 hours, which is faster than a check is normally processed.

EARLY INVOICE: The S&H charge may not reflect the actual shipping and handling charges that will be incurred. Carriers' rates are subject to change without notice and the actual shipping date determines the rate schedule used. In addition, there may also be a surcharge on oversized packages and/or carrier surcharges, which may include fuel surcharges and residential/rural charges. While we do our best to accurately estimate the S&H charges, you are responsible for paying the actual charges incurred.

MINIMUM CHARGE: No minimum order limitations.

SPECIAL ORDERS: We sell many items customized to specification (e.g., leather fire helmets, leather helmet shields, badges, embroidered items, etc.) that are not carried in stock. After an order in this category has been accepted and placed in process of manufacture, no cancellations or returns will be accepted.

RETURNING/EXCHANGING GOODS: Material must be returned in its original condition and original packaging. If your product is not found in its original condition, the item will be refused. Opened items may be exchanged for the same item only. Acceptable returns must be made within 30 days of delivery date. Items that have been washed or worn cannot be returned unless manufacturer policy allows. Products sold as Clearance are sold "as is" and are a final sale. No Exchange, No Refund will be provided. Please contact Safe Industries for the proper return procedure. Custom orders or products (including custom sized turnout gear, leather helmet shields, badges, embroidered items, etc.) are not returnable. No Exchange, No Refund will be provided unless the product is found to be defective or customization mistakes were made by Safe Industries.

Customer is responsible for all return and exchange shipping fees.

RESTOCKING FEE: Accepted materials returned in their original condition may incur up to a 25% restocking charge. Customer is responsible for all return shipping fees.

DISCREPANCIES: Any shortage or error in shipment should be reported to us within 10 days of receipt of goods.

DAMAGED GOODS: Damaged product must be promptly reported to the carrier and Safe Industries. Failure to notify both parties shall place the burden of settlement and negotiation on the buyer. Damaged product returned to Safe Industries should be sent by the same carrier that delivered the goods.

TAXES: All customers will be charged the appropriate taxes based upon location of order delivery. Customers that are tax-exempt will be required to provide a copy of state sales tax exemption certificate, direct pay permit, or resale certificate or applicable sales tax will be added to all orders.

WARRANTY AND DISCLAIMER: THE BUYER'S SOLE AND EXCLUSIVE WARRANTY, IF ANY, IS THAT PROVIDED BY THE PRODUCT'S MANUFACTURER. SAFE INDUSTRIES MAKES NO EXPRESSED OR IMPLIED WARRANTIES. SELLER HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL SELLER BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES OF ANY KIND, WHETHER BASED UPON WARRANTY, CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION ARISING IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, TRANSPORTATION, INSTALLATION, USE OR REPAIR OF THE PRODUCTS SOLD BY SELLER. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES, AND IN NO EVENT, SHALL SELLER'S LIABILITY, IF ANY, EXCEED THE NET SALES PRICE OF THE DEFECTIVE PRODUCT(S); NO ADDITIONAL ALLOWANCE SHALL BE MADE FOR THE LABOR OR EXPENSE OF REPAIRING OR REPLACING DEFECTIVE PRODUCTS OR WORKMANSHIP OR DAMAGE RESULTING FROM THE SAME. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, ALL PRODUCTS AND/OR SERVICES PROVIDED BY SELLER AND ITS EMPLOYEES AND AGENTS ARE PROVIDED "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

ALL PRICES, TERMS, AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

SCBA Quote Comparison

In Stock Quote (Memphis Order)		
Item	Unit Price	Total
26 G1 Packs	\$ 4,200.00	\$ 109,200.00
6 Packs w/itic	\$ 5,155.00	\$ 30,930.00
40 G1 Masks	\$ 245.00	\$ 9,800.00
64 G1 45 Min Cylinders	\$ 735.00	\$ 47,040.00
4 Fill Station Adapters	\$ 350.00	\$ 1,400.00
4 SCBA Adapter	\$ 18.00	\$ 72.00
G1 6 Bank Charger	\$ 400.00	\$ 400.00
6 G1 Spare Batteries	\$ 200.00	\$ 1,200.00
3 G1 RIT Systems w/mask	\$ 2,000.00	\$ 6,000.00
3 G1 60 Min Cylinders	\$ 995.00	\$ 2,985.00
3 RIT Bags	\$ 240.00	\$ 720.00
32 Transfill hose pouches	\$ 250.00	\$ 8,000.00
Telemetry Card Reader	\$ 530.00	\$ 530.00
MSA 10 yr. Service Contract	\$ 50,000.00	\$ 50,000.00
Tax		\$ 15,279.39
Total Price		\$ 283,556.39

New Quote (Cayce Order)		
Item	Unit Price	Total
32 G1 Packs	\$ 5,000.00	\$ 160,000.00
6 G1 Itic Upgrades	\$ 1,950.00	\$ 11,700.00
40 G1 Masks	\$ 305.00	\$ 12,200.00
64 G1 30 Min Cylinders	\$ 795.00	\$ 50,880.00
64 Cylinder adapters	\$ 60.00	\$ 3,840.00
4 Fill Station Adapters	\$ 475.00	\$ 1,900.00
4 SCBA Adapter	\$ 20.00	\$ 80.00
G1 6 Bank Charger	\$ 550.00	\$ 550.00
6 G1 Spare Batteries	\$ 295.00	\$ 1,770.00
3 G1 RIT Systems w/mask	\$ 4,000.00	\$ 12,000.00
3 G1 60 Min Cylinders	\$ 995.00	\$ 2,985.00
3 RIT Bags	\$ 250.00	\$ 750.00
32 Transfill hose pouches	\$ 250.00	\$ 8,000.00
Telemetry Card Reader	\$ 550.00	\$ 550.00
MSA 10 yr. Service Contract	\$ 50,000.00	\$ 50,000.00
Tax		\$ 18,704.35
Total		\$ 335,909.35

Highlighted rows are where there is an increase in price. Prices are lower for the "Memphis" packs due to them being purchased prior to MSA price increases in 2018.

Total cost savings by purchasing from the "Memphis" quote would be \$52,352.96

Memorandum

To: Mayor and Council

From: John Rabon, Special Projects Coordinator

Date: February 5, 2019

Subject: Discussion and Approval of Hospitality Tax Grant Funding for 2019

Issue

City Council approval is needed to utilize Hospitality Tax funds to award grants for 2019. City Council approval is also needed to change the grant making process from a calendar year basis (January to December) to a fiscal year basis (July to June).

Discussion

Grant Requests

The City received 15 Hospitality Tax Fund grant requests totaling \$285,425. Applications were accepted for a six week period from October 5 through November 16, 2018. Requests were made for grant funding for events and/or projects taking place during calendar year 2019.

Hospitality Tax Revenues:

As of July 1, 2018, the City had a Hospitality Tax Fund balance of approximately \$571,000. Fiscal year to date (July 1 to date), revenues collected total \$567,251 and staff estimates collecting an additional \$567,000 between July 1, 2018 and June 30, 2019. Based on revenues collected to date, staff projects a FY19 total Hospitality Tax revenue collection of at least \$1,100,000.

Hospitality Tax Expenditures:

During this fiscal year, staff anticipates using \$817,000 in Hospitality Tax Funds for 2019-2020 operation and maintenance of tourism-related activities and capital items. Staff also recommends holding back \$75,000 in the fund balance as reserve.

2019-20 projected revenue	\$1,100,000
Anticipated FY19 operation and maintenance / capital items	- \$817,000
Hold in reserve	- <u>\$75,000</u>
Eligible for grant making	\$208,000

Attached for Council review are the following documents:

- 2018 Hospitality Tax Fund Grant Review
- 2019 Hospitality Tax Fund Grant Request charts for both calendar year and fiscal year
- Copies of each grant application

Grant Awards on a Fiscal Year Basis

Staff has discussed and recommends changing H-Tax Grant awards from a calendar year to a fiscal year. Such a change would make it easier for staff to provide more accurate calculations for Hospitality Tax Fund balance and projected Hospitality Tax revenue. This change will be similar to the grant cycle that Accommodations Tax utilizes. Very few organizations that receive H-Tax Grant funds would be affected by the change. Presently, only two make reimbursement requests throughout the year: Girls on the Run (for races held in the Spring and Fall) and the River Alliance (for 12,000 Year History Park tours conducted throughout the year). Staff has contacted these two organizations and both are amenable to the change. Both organizations have provided adjusted grant requests as reflected in the chart labeled "Recommendation for Fiscal Year Funding".

A change in the grant award year would necessitate other changes to the application and award process that would not be difficult for staff to implement. A new application cycle for FY20 that would be hosted between April 26, 2019 and May 31, 2019 to coincide more closely with the City's fiscal year and provide a more accurate projection of FY20 Hospitality Tax revenue. For the purpose of awarding funding for the remainder of FY19, the applications would break down as following:

1. Organizations with events **only in the Spring** will still be awarded H-Tax Grant funds as normal.
2. Organizations with events **only in the Fall** will have their applications held until the next application period.
3. Organizations with events in **both Spring and Fall** will have their Spring awards funded and will have to resubmit an application in the next application period for FY20.

For Council's consideration, staff has prepared two scenarios:

1. Grant recommendations for calendar year 2019 (no change to current process); and
2. Grant recommendations for the remainder of FY19 and implementation of a new fiscal year funding cycle for FY20.

Staff Recommendation

Staff recommends City Council approve changing the Hospitality Tax grant process from a calendar year basis (January to December) to a fiscal year basis (July to June) and approve \$136,500 in 12 grant awards for the remainder of FY19.

Scenario 1: Recommendation for Calendar Year

Staff recommends Council hold back \$75,000 in the fund balance as reserve and approve staff's suggested levels for grants. Staff recommends making 14 grant awards totaling \$192,000, as listed below.

CY19 Hospitality Tax Fund Grant Request

Organization	Event	2019 Request	2019 Staff Recommend	Notes
Cayce Public Safety Foundation	Cayce Serves Tennis Tournament	\$ 5,525	\$ 5,000	Marketing, supplies
Cayce/West Columbia Chamber	Holiday Parade of Lights	\$ 7,000	\$ 7,000	Marketing
Cayce/West Columbia Chamber	Rocky Horror Picture Show Festival	\$ 3,000	\$ 2,000	Marketing
Cayce/West Columbia Chamber	Wine and Craft Beer Walk	\$ 1,000	\$ 1,000	Marketing
Girls on the Run	Girls on the Run 5K	\$ 26,500	\$ 18,000	Marketing, supplies
River Alliance	Tartan Day South	\$ 39,000	\$ 24,000	Marketing
River Alliance	River Alliance Interpretive	\$ 93,400	\$ 76,000	Marketing, operations
Senior Resources	March for Meals 5K	\$ 2,500	\$ 2,000	Marketing, supplies
City of Cayce	Christmas in Cayce	\$ 25,000	\$ -	To be included in FY20 budget
City of Cayce	City Specialty Items	\$ 1,000	\$ 1,000	Supplies
City of Cayce	Photography	\$ 5,000	\$ 5,000	Marketing, services
City of Cayce	Soiree on State	\$ 36,000	\$ 36,000	Marketing, operations
CMRTA	Soda Cap Connector Service Expansion	\$ 25,000	\$ 6,000	Marketing, operations
Cayce Arts Guild	Art in the Park	\$ 6,000	\$ 4,000	Marketing, operations, services
The Woman's Club of Cayce	Hot Flash 5K	\$ 9,500	\$ 5,000	Marketing, supplies
		\$ 285,425	\$ 192,000	

Council may approve, deny or reduce any of the grant requests and/or the reserve amount.

Scenario 2: Recommendation for Fiscal Year

Staff recommends Council hold back \$75,000 in the fund balance as reserve and approve staff's suggested levels for grants. Staff recommends making 12 grant awards totaling \$136,500, as listed below. The requested amount for Girls on the Run reflects amount needed to fund their event in Spring 2019. The requested amount for the 12K Year History Park reflects funds for events and a seminar in the Fall for which the park needs to prepare before the end of FY19.

FY19 Hospitality Tax Fund Grant Request

Organization	Event	2019 Request	2019 Staff Recommend	Notes
Cayce Public Safety Foundation	Cayce Serves Tennis Tournament	\$ 5,525	\$ 5,000	Marketing, supplies
Cayce/West Columbia Chamber	Wine and Craft Beer Walk	\$ 1,000	\$ 1,000	Marketing
Girls on the Run	Girls on the Run 5K	\$ 13,000	\$ 7,500	Marketing, supplies
Cayce/West Columbia Chamber	Rocky Horror Picture Show Festival	\$ 3,000	\$ 2,000	Marketing
River Alliance	Tartan Day South	\$ 39,000	\$ 24,000	Marketing
River Alliance	River Alliance Interpretive	\$ 51,900	\$ 42,000	Marketing, operations
Senior Resources	March for Meals 5K	\$ 2,500	\$ 2,000	Marketing, supplies
City of Cayce	City Specialty Items	\$ 1,000	\$ 1,000	Supplies
City of Cayce	Photography	\$ 5,000	\$ 5,000	Marketing, services
City of Cayce	Soiree on State	\$ 36,000	\$ 36,000	Marketing, operations
CMRTA	Soda Cap Connector Service Expansion	\$ 25,000	\$ 6,000	Marketing, operations
The Woman's Club of Cayce	Hot Flash 5K	\$ 9,500	\$ 5,000	Marketing, supplies
		\$ 192,425	\$ 136,500	

Council may approve, deny or reduce any of the grant requests and/or the reserve amount.

2019 City of Cayce Hospitality Tax Grant Application

Project Information	
Project Name: 12,000 Year History Park Education and Interpretation Programs, Tours and Visitor Center Planning	
Project Address/Location: 12,000 Year History Park, Cayce, SC	
Project Date(s): January 1 to December 31, 2019	Amount Requested: \$93400.00

Organization Information	
Organization: 12,000 Year History Park Working Group	
Mailing Address: The River Alliance, 300 Candi Lane	
City/State/Zip: Columbia, SC 29601	
Phone: 850-322-5636	Alternate Phone: 803-765-2200
Fax: 803-765-9600	E-Mail: jhameson@yahoo.com
Executive Director: John H. Jameson, Staff Secretary	
Contact Person (if other than Executive Director): John Jameson	
How many years has this organization existed: 5	

Project Description

Highlighted Program Tasks:

1. Volunteer recruitment and training, including needed four rehearsals, information meetings, and workshops
2. Conduct 42 Regular Tours, 4 Lantern Tours, and 12 Special Group Tours (Spring, Summer, Fall)
3. Coordinate partnerships with higher education organizations, local schools (Collaboration Agreement with Lex 1), and scout and student organizations
4. Plan and Conduct two NPS Interpretation Training and Programs Overview Meetings
5. Develop content for Connected Communities Grant App
6. Manage/oversee NPS ABPP Earthworks Recordation and Preservation Plan Grant
7. Develop content for and implement new Historic Periods Overview Interpretive Module
8. Organize and chair seminar on history of "The Congarees," Spring or early Summer (see attached)
9. Pursue partnership with the National Society of The Colonial Dames of America/ SC, develop and carry out "Soldier's March to Fort Congaree" program, Spring and Fall (see attached)
10. Marketing and information decimation (schools, libraries, businesses, social media, online)
11. Continue oversight and monitoring of 12KHP artifacts storage and curation
12. Coordinate and oversee collaborative actions with partners, constituents, and special interest groups

Tourist Information

Estimated number of **total attendees** to be attracted by this project: 1800

Estimated number of attendees **from outside of Cayce** to be attracted: 1200

Explain how the number of tourists will be calculated (surveys, forms, license plates, etc.):

Online and on-site registration of tours, workshops, seminars, and special event participants, including collecting demographic information such as zip codes, age categories, and publicity sources.

Explain how the requested dollars will increase tourism, financially impact tourism-related businesses in the City of Cayce, and how this impact is being determined:

Tour, special event, workshop, and seminar attendees, regionally and state-wide, will travel to Cayce and spend the night in hotels, buy gas, and eat at local restaurants.

Total Project Costs	
Itemize Total Project Expenses Below	Amount
Labor to carry out 12 phases of work tasks as outlined above	77600.00
Materials (support graphics, maps, marketing tools)	15800.00
Total Project Cost	93400.00

Hospitality Tax Grant Project Costs	
Itemize Hospitality Tax Grant Expenses Below	Amount
Labor/average per month	6467.00
Amount Requested (must equal Amount Requested on first page of application)	93400.00

All Sources of Project Funds		
Source of Funds	Status of Funds (Proposed, Requested, Received)	Amount
Hospitality Tax		93400.00
Other sources		
	Total	93400.00

Statement of Assurances/Certification

The applicant has reviewed the full 2019 Cayce Hospitality Tax Grant Information and Application document and understands the hospitality law, eligibility criteria, funding guidelines, application process, payment process and reporting requirements set forth. The applicant hereby certifies that the information submitted as part of this application is accurate and reliable. Any change/and or variation must be reported immediately, otherwise funding may be withheld.

If awarded, the applicant agrees:

- Promotional materials for the project (including, but not limited to: brochures, flyers, advertisements, etc.) must include a statement that "Funding assistance provided by City of Cayce Hospitality Tax Funds."
- Revenue generated by the project must benefit a community or organization within the Cayce city limits.
- Financial records, support documents, statistical records, and all other records pertinent to Hospitality Tax funding shall be retained for a period of three years. All procurement transactions, regardless of whether negotiated or advertised, shall be conducted in a manner that provides maximum competition. The grant recipient shall establish safeguards to prohibit employees from using their positions for a purpose that has the appearance of being motivated by a desire for private gain for themselves or others. All expenditures must have adequate documentation. All accounting records and supporting documentation shall be available for inspection by the City of Cayce upon request.
- Unspent funding or funding that has spent in any other way than as described and approved per the application must be returned to the City of Cayce.
- No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by Hospitality Tax funds.
- Employment made by or resulting from Hospitality Tax funding shall not discriminate against any employee or applicant on the basis of handicap, age, race, color, religion, sex, or national origin.
- None of the funds, materials, property, or services provided directly or indirectly under Hospitality Tax funding shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
- That the organization carries liability insurance in the amount of \$____(NA/City Project)_____ and agrees to include the City of Cayce as a named insured for purposes of this project. The organization assumes full legal responsibility for any suit or action at law or equity, and any or all claims arising from this project/activity and do hereby indemnify and hold harmless the City of Cayce and its staff from any liability in any action at law or equity associated with its support for this project/activity.
- A Final Report of the project will be submitted upon project conclusion including the items as outlined in section VI of the 2019 Information and Application document.

Board Chairperson Signature:

Board Chairperson Name (printed): 12KHP WG Chair: Tracy Hegler Date:

Executive Director Signature:

Executive Director Name (printed): 12KHP WG Staff Secretary: John Jameson Date:

2019 City of Cayce Hospitality Tax Grant Application

Project Information	
Project Name: Art in the Park	
Project Address/Location: Guignard Park	
Proposed Date(s): Exact date to be determined: Late September to mid-October	Amount Requested \$6,000

Organization Information	
Organization: Cayce Arts Guild (CAG)	
Mailing Address: PO Box 5557	
City/State/Zip: Cayce-West Columbia, SC 29171	
Phone: (803) 767-5505	Alternative Phone: N/A
Fax: N/A	Email: cayceartsguild@gmail.com ; Renea Eshleman reshleman@sc.rr.com
Executive Director: N/A CAG does not employ an executive director	
Contact Person (if other than Executive Director): Renea Eshleman reshleman@sc.rr.com 803.767.5505	
How many years has this organization existed: Two	

Project Description
<p>Cayce Arts Guild (CAG) is partnering with local and out-of-town visual artists and other arts organizations to host a one-day arts event, date to be determined, mid-September or early October 2019, on the premises of Guignard Park.</p> <p>Cayce Art in the Park (CAP) will be open to the public - no admission charge. A Call for Artists will be issued by CAG to local and out-of-town visual artists in cooperation with other art guilds. Artists will be charged \$25 for booth space. Event coordinators plan for 25 booths (10x12-foot maximum) for artists to display and sell visual art to area residents and tourists. CAG plans to make CAP an annual event that builds the Cayce as an art-rich environment and local economy.</p> <p>There will be a stage for musical, dance, and theatre performances by local artists, organizations, school and arts groups as well as visual artistic demonstrations and crafts for children.</p>

Total Project Costs					
Itemize Total Project Expenses Below	Projected Amount	Entertainment	Awards	Advertising	Other
Performance Entertainment (vendors to be identified)	\$ 800.00	\$800.00			
Portrait artist	\$ 200.00	\$200.00			
Children's crafts	\$ 200.00	\$200.00			
Judge and awards to artists for Best of Show, display, other	\$ 700.00		\$700.00		
Print and online advertising	\$2,000.00			\$2,000.00	
Signage (banner, placards, posters, invitations)	\$ 500.00			\$500.00	
Sound equipment and stage	\$1,000.00			\$1,000.00	
Web site	\$ 800.00			\$800.00	
Event insurance	\$ 500.00				\$500.00
Miscellaneous	\$ 200.00				\$200.00
Total Project Cost	\$6,900.00	\$ 1,200.00	\$700.00	\$4,300.00	\$ 700.00

Hospitality Tax Grant Project Costs					
Itemize Hospitality Grant Expenses Below					
Itemize Hospitality Grant Expenses Below	Amount Projected	Entertainment	Prizes	Advertising	Other
Performance Entertainment (vendors to be identified)	\$ 800.00	\$800.00			
Portrait artist	\$ 200.00	\$200.00			
Children's crafts	\$ 200.00	\$200.00			
Judge and awards to artists for Best of Show, display, other	\$ 700.00		\$700.00		
Print and online advertising	\$2,000.00			\$2,000.00	
Signage (banner, placards, posters, invitations)	\$ 500.00			\$500.00	
Sound equipment and stage	\$1,000.00			\$1,000.00	
Web site	\$ 600.00			\$600.00	
Amount Requested (must equal Amount requested on first page of application)	\$ 6,000.00	\$ 1,200.00	\$700.00	\$4,100.00	\$ -

All Sources of Project Funds		
Source of Funds	Status of Funds (Proposed, Requested, Received)	Amount
Artist participation fees (25 x \$25)	Proposed	\$ 625.00
City of Cayce H-tax Grant	Proposed	\$ 6,000.00
Sponsorships	Proposed	\$ 275.00
Total projected income		\$ 6,900.00

Statement of Assurances/Certification

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- No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by Hospitality Tax funds.
- Employment made by or resulting from Hospitality Tax funding shall not discriminate against any employee or applicant on the basis of handicap, age, race, color, religion, sex, or national origin.
- None of the funds, materials, property, or services provided directly or indirectly under Hospitality Tax funding shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
- That the organization carries liability insurance in the amount of \$ Five and agrees to include the City of Cayce as a named insured for purposes of this project. The organization assumes full legal responsibility for any suit or action at law or equity, and any or all claims arising from this project/activity, and do hereby indemnify and hold harmless the City of Cayce and its staff from any liability in any action at law or equity associated with its support for this project/activity.
- A Final Report of the project will be submitted upon project conclusion including the items as outlined in section VI of the 2019 Information and Application document.

Board Chairperson Signature:	<i>Renee Eshleman</i>	
Board Chairperson Name (printed):	<i>Renee Eshleman</i>	Date: <i>11-14-18</i>
Executive Director Signature:	<i>N/A</i>	
Executive Director Name (printed):	<i>N/A</i>	Date:

2018 City of Cayce Hospitality Tax Grant Application

Project Information	
Project Name:	CAYCE SERVES
Project Address/Location:	1120 Fort Congaree Trail Cayce, SC 29033
Project Date(s): 06/15/2018	Amount Requested: \$5525

Organization Information	
Organization: CAYCE PUBLIC SAFETY FOUNDATION	
Mailing Address: PO Box 5422	
City/State/Zip: Cayce, SC 29171	
Phone: 803-546-2121	Alternate Phone: 864-316-4646
Fax:	E-Mail: khutchinson@caycesc.gov
Executive Director: Pamme Eades (Secretary)	
Contact Person (if other than Executive Director): Kay Hutchinson	
How many years has this organization existed: 8	

Project Description
<p>The seventh annual Cayce Serves Tennis Tournament will be held at the nationally recognized Cayce Tennis and Fitness Center at Ottarre Pointe on Saturday, June 15, 2018. The site is in a strategic area of Cayce where players and guests can enjoy the natural beauty of the City by walking its trails that lead to the Riverwalk, which is only a few steps away from the complex. This is an ongoing fundraiser presented by the Cayce Public Safety Foundation in order to raise funds for the Cayce Public Safety Department not available through other means.</p> <p>The past six tournaments have produced revenue in the amount of \$32,969. Items purchased for the department include: K9 equipment and training, air monitors, taser packages, chain saws, industrial fans, smoke detectors, flash hoods, boots, meals and groceries for Public Safety Officers and a training simulator. There have also been major gifts which have allowed purchases for the K-9 Unit, including a Pickup Truck. These items help to ensure Cayce Public Safety is properly supported and equipped to "Protect and Serve" its citizens.</p> <p>The tournament is a USTA sanctioned doubles, one day, round robin event that includes breakfast, lunch, T-Shirts and a "Clock Your Serve" Contest. Prizes and awards are given, including medals for 1st and 2nd place Male and Female Teams and the 1st and 2nd place "Clock Your Serve" winner.</p> <p>The tennis facility and players continue to be excited about the event and would love to see it expand to include Mixed Doubles and a Players Party on Friday evening.</p>

Tourist Information

Estimated number of **total attendees** to be attracted by this project: 120

Estimated number of attendees **from outside of Cayce** to be attracted: 100

Explain how the number of tourists will be calculated (surveys, forms, license plates, etc.):

Registration entries show where the players are from. Last year, the tournament attracted 102 players. All players were from outside of Cayce, including players from North Carolina and Georgia. There were also family and friends who came to support them.

Explain how the requested dollars will increase tourism, financially impact tourism-related businesses in the City of Cayce, and how this impact is being determined:

Meals from Cayce restaurants are purchased for lunch. Last year, Sub Station II provided sandwiches and Piggie Park provided boxed lunches (their sauce plant is in Cayce). Other local restaurants also include coupons and donate gift cards which are used after the tournament.

Cayce businesses are also interested in growth of the tournament as shown by their continued support, which included \$2850 in cash sponsorships. \$1465.71 of dollars raised was put directly back into Cayce businesses, some of which included medals from The Trophy and Gift Shop, lunch from Sub Station II, court fees and balls from the Tennis Center, etc.

Total Project Costs	
Itemize Total Project Expenses Below	Amount
Food	1700
T-Shirts	1400
Court Fees	150
Balls	150
Awards and Prizes	500
Liability Insurance	600
Advertising, banners, signage, print	800
USTA Membership/Tournament Fee	75
Supplies, decorations, etc.	150
Total Project Cost	5525

Hospitality Tax Grant Project Costs	
Itemize Hospitality Tax Grant Expenses Below	Amount
Food	1700
T-Shirts	1400
Court Fees	150
Balls	150
Awards and Prizes	500
Liability Insurance	600
Advertising/Banners/Signage/Print	800
USTA Membership/Tournament Fee	75
Supplies, Decorations, etc.	150
Amount Requested (must equal Amount Requested on first page of application)	5525

All Sources of Project Funds		
Source of Funds	Status of Funds (Proposed, Requested, Received)	Amount
Registration Fees	Proposed	3400
Sponsorships	Proposed	2000
	Total	5400

Statement of Assurances/Certification

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If awarded, the applicant agrees:

- Promotional materials for the project (including, but not limited to: brochures, flyers, advertisements, etc.) must include a statement that "Funding assistance provided by City of Cayce Hospitality Tax Funds."
- Revenue generated by the project must benefit a community or organization within the Cayce city limits.
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- No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by Hospitality Tax funds.
- Employment made by or resulting from Hospitality Tax funding shall not discriminate against any employee or applicant on the basis of handicap, age, race, color, religion, sex, or national origin.
- None of the funds, materials, property, or services provided directly or indirectly under Hospitality Tax funding shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
- That the organization carries liability insurance in the amount of \$1,000,000 and agrees to include the City of Cayce as a named insured for purposes of this project. The organization assumes full legal responsibility for any suit or action at law or equity, and any or all claims arising from this project/activity, and do hereby indemnify and hold harmless the City of Cayce and its staff from any liability in any action at law or equity associated with its support for this project/activity.
- A Final Report of the project will be submitted upon project conclusion including the items as outlined in section VI of the 2019 Information and Application document.

Board Chairperson Signature:

Board Chairperson Name (printed): Kay Hutchinson (Event Coordinator) Date:

Executive Director Signature:

Executive Director Name (printed): Pamme Eades (Secretary) Date:

2019 City of Cayce Hospitality Tax Grant Application

Project Information	
Project Name: Soda Cap Connector Service Expansion – Marketing & Operations	
Project Address/Location: Transit service along State Street and Knox Abbott Road	
Project Date(s): January 29, 2019	Amount Requested: \$25,000

Organization Information	
Organization: Central Midlands Regional Transit Authority / dba "The COMET"	
Mailing Address: 3613 Lucius Road	
City/State/Zip: Columbia / South Carolina / 29201	
Phone: 803-255-7133	Alternate Phone: 803-255-7134
Fax: 803-255-7113	E-Mail: michelle.ransom@catchthecomet.org
Executive Director: John C. Andoh	
Contact Person (if other than Executive Director): Michelle Ransom	
How many years has this organization existed: 16 Years	

Project Description
Soda Cap Connector Service Expansion – Marketing and Operations
<p>The COMET will extend Soda Cap Connector service to West Columbia and Cayce, seven days a week with one bus operating every 30 minutes connecting Downtown Columbia destinations. Service would operate Sunday through Wednesday from 9 a.m. to 6 p.m. and Thursday through Sunday from 9 a.m. to 12 midnight. Stops in Cayce would be along State Street and Knox Abbott Road. This project would also include marketing Soda Cap Connector to Cayce residents, visitors and businesses by developing flyers, schedules, rack cards, business cards, and other promotional materials to promote the new service in Cayce. The service is branded unique from The COMET which allows it to be a fun, festive, friendly and fast service capitalizing on Columbia area being known as "Soda City".</p>

Tourist Information

Estimated number of **total attendees** to be attracted by this project: 27,225

Estimated number of attendees **from outside of Cayce** to be attracted: 127,050

Explain how the number of tourists will be calculated (surveys, forms, license plates, etc.):

The calculation of number of tourists will be based on estimated passenger boardings on this route with the new expansion.

Explain how the requested dollars will increase tourism, financially impact tourism-related businesses in the City of Cayce, and how this impact is being determined:

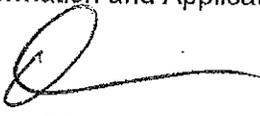
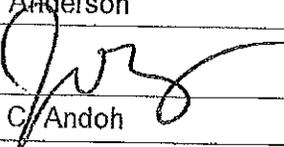
Presently, there is no effective public transportation service connecting Cayce with Columbia and West Columbia. The Soda Cap Connector service which started in September of 2017 is The COMET's way of connecting visitors into the Columbia Metropolitan Area with fast, fun, friendly transit service in the downtown area. Cayce has an emerging riverfront area and shopping which is a perfect destination spot for those visiting Columbia. The Soda Cap Connector will connect to Route 28, another route within Cayce for travel to the Columbia Metropolitan Airport to connect visitors with Cayce destinations. Public transit is an economic driver and effective, efficient public transit can bring communities together and enhance mobility.

Statement of Assurances/Certification

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- No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by Hospitality Tax funds.
- Employment made by or resulting from Hospitality Tax funding shall not discriminate against any employee or applicant on the basis of handicap, age, race, color, religion, sex, or national origin.
- None of the funds, materials, property, or services provided directly or indirectly under Hospitality Tax funding shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
- That the organization carries liability insurance in the amount of \$ 1,000,000 and agrees to include the City of Cayce as a named insured for purposes of this project. The organization assumes full legal responsibility for any suit or action at law or equity, and any or all claims arising from this project/activity, and do hereby indemnify and hold harmless the City of Cayce and its staff from any liability in any action at law or equity associated with its support for this project/activity.
- A Final Report of the project will be submitted upon project conclusion including the items as outlined in section VI of the 2019 Information and Application document.

Board Chairperson Signature:		11/13/18
Board Chairperson Name (printed): Ron Anderson		Date:
Executive Director Signature:		11/13/18
Executive Director Name (printed): John C. Andoh		Date:

2019 City of Cayce Hospitality Tax Grant Application

Project Information	
Project Name: Girls on the Run of Columbia 5k Events	
Project Address/Location: 105 Lexington Street, West Columbia, SC 29169	
Project Date(s): May 4, 2019 & November 16, 2019	Amount Requested: \$26,500

Organization Information	
Organization: Girls on the Run of Columbia	
Mailing Address: PO Box 5167	
City/State/Zip: West Columbia, SC 29171	
Phone: 803-381-0482	Alternate Phone:
Fax:	E-Mail: courtney.fisher@girlsontherun.org
Executive Director: Courtney Fisher	
Contact Person (if other than Executive Director): Shannon Fountain	
How many years has this organization existed: 13	

Project Description
<p>The Girls on the Run (GOTR) 5k is the culminating event of every GOTR season. Over the course of the 10-week program, girls in 3rd-8th grades learn life skills through fun, engaging lessons that celebrate the joy of running. The program inspires girls to improve their emotional and physical health, foster healthy social relationships, and contribute positively to their communities. At the end of the season, girls from all the GOTR teams in the Midlands come together to celebrate their accomplishments with the non-competitive 5k. Each girl is accompanied by at least one adult running buddy and spectators include family members, friends, school employees, and other community members.</p> <p>GOTR-Columbia seeks Hospitality Tax Grant funds for two 5k events in 2019 (May and November). These events will start and finish at the Historic Columbia Speedway; the 5k course runs through surrounding neighborhoods and around the City of Cayce Department of Public Safety and Municipal buildings (see attached 5k course). The requested grant amount entitles the City of Cayce to Presenting Sponsorship Benefits for both 2019 events.</p> <p>The Spring and Fall 2019 GOTR 5k events will each attract 1,000+ runners/walkers, 300+ volunteers, and at least 500 spectators. Of these 3,500+ visitors, 97% will travel from outside of Cayce to attend the event. The majority of participants will come from Kershaw, Lexington, Richland and Sumter counties, where the GOTR program currently operates. Additional participants and spectators will travel from out-of-state to support their friends and family in the Girls on the Run program.</p> <p>GOTR-Columbia has hosted the 5k event in Cayce since May 2015 and continues to receive positive feedback about the course, venue, and event experience overall. Participants especially enjoy the loop around the Cayce Municipal Building and the Cayce Fire Department. We continue to partner with numerous community organizations and businesses to ensure the GOTR 5k is a safe, well-coordinated, fun and professional event.</p>

Tourist Information

Estimated number of **total attendees** to be attracted by this project: 3,600

Estimated number of attendees **from outside of Cayce** to be attracted: 3,492

Explain how the number of tourists will be calculated (surveys, forms, license plates, etc.):

Girls on the Run collects zip codes from all 5k participants and volunteers when they register for the event. Zip codes for all additional spectators will be collected by volunteers at the two entrance points to the Speedway track. GOTR will also keep a clicker counter total for all participants entering the speedway.

Explain how the requested dollars will increase tourism, financially impact tourism-related businesses in the City of Cayce, and how this impact is being determined:

The biannual GOTR 5k draws thousands of tourists to the area for race day, while also highlighting the City of Cayce and the Historic Columbia Speedway as premier event locations. Cayce will be featured in GOTR-Columbia's various promotional efforts, including traditional media, social media, and the GOTR-Columbia website.

To further drive tourist traffic to local restaurants, we are encouraging participants to eat at Cayce restaurants the weekend of the events. As additional incentive, the 2019 budget includes prizes to be used for a post-event drawing for participants who visit Cayce restaurants. A flyer will be placed on every vehicle the day of the event to encourage visiting Cayce establishments. Additionally, GOTR Columbia will promote the prize drawing on our social media channels leading up to and on race day. Participants will enter the prize drawing by taking a picture of themselves at one of the Cayce restaurants, and using the hashtag #CayceGOTR5k. This will promote the city and restaurants while simultaneously serving as a way to better track the number of visitors to each establishment. The information regarding the winners of the drawing will be shared post-5k on social media channels.

GOTR promotes Cayce in the 5k packets which are distributed to all participants and volunteers. In addition to listing local restaurants, the 2019 participant packet will include a full page which Cayce can use to welcome visitors and showcase tourist attractions. GOTR will also promote Cayce events via social media.

The City of Cayce logo and acknowledgments of the Hospitality Tax funds will be prominently displayed throughout the event. In addition to the branded materials outlined in the budget, all printed materials will recognize the City of Cayce as the presenting sponsor of each sponsored event. Additionally, the City of Cayce logo will be included on the front of the participant and volunteer 5k guides, on 5k t-shirts and race bibs, and on the finisher medals for each sponsored event. The logo and recognition of the Hospitality Tax funds will also be included in e-mail communication to participants and their families. We will encourage participants to share their photos on social media using the hashtag #CayceGOTR5k.

After the event, all 5k participants and their families will be emailed a survey with questions about their tourism-related behavior and money spent at Cayce businesses.

Total Project Costs	
Itemize Total Project Expenses Below	Amount
5k Professional Services [DJ, Overnight Security, Parking]	\$3,000
5k Rentals [Portable toilets, venue, transportation]	\$5,000
5k Police	\$6,000
5k Materials	\$3,000
5k Promotion/Marketing	\$6,000
5k T-shirts	\$11,000
5k Volunteer Appreciation (shirts, refreshments)	\$3,000
5k Finisher Medals	\$6,000
5k Background Checks	\$1,200
Total Project Cost	\$44,200

Hospitality Tax Grant Project Costs	
Itemize Hospitality Tax Grant Expenses Below	Amount
Cayce Public Safety - Course & Venue Safety	\$6,000
Marketing & Promotions - Increase Attendance & Improve Visibility for Cayce	\$6,000
Co-branded Finisher Medals - Improve Visibility for Cayce	\$5,500
Volunteer Shirts - Safety & Crowd Control; Improve Visibility for Cayce	\$1,200
5k Shirts for GOTR Program Participants; Improve Visibility for Cayce	\$5,000
Venue Rental	\$3,000
Amount Requested (must equal Amount Requested on first page of application)	\$26,500

All Sources of Project Funds		
Source of Funds	Status of Funds (Proposed, Requested, Received)	Amount
5k Sponsors (Various)	\$250 received, \$1,500 proposed	\$1,750
Participant Registration Fees	Proposed	\$20,000
H-Tax Grant	Requested	\$26,500
	Total	\$48,250

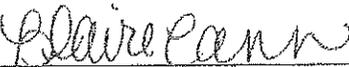
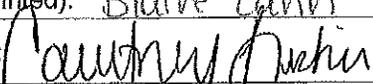
Statement of Assurances/Certification

The applicant has reviewed the full 2019 Cayce Hospitality Tax Grant Information and Application document and understands the hospitality law, eligibility criteria, funding guidelines, application process, payment process and reporting requirements set forth. The applicant hereby certifies that the information submitted as part of this application is accurate and reliable. Any change/and or variation must be reported immediately, otherwise funding may be withheld.

If awarded, the applicant agrees:

- Promotional materials for the project (including, but not limited to: brochures, flyers, advertisements, etc.) must include a statement that "Funding assistance provided by City of Cayce Hospitality Tax Funds."
- Revenue generated by the project must benefit a community or organization within the Cayce city limits.
- Financial records, support documents, statistical records, and all other records pertinent to Hospitality Tax funding shall be retained for a period of three years. All procurement transactions, regardless of whether negotiated or advertised, shall be conducted in a manner that provides maximum competition. The grant recipient shall establish safeguards to prohibit employees from using their positions for a purpose that has the appearance of being motivated by a desire for private gain for themselves or others. All expenditures must have adequate documentation. All accounting records and supporting documentation shall be available for inspection by the City of Cayce upon request.
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- No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by Hospitality Tax funds.
- Employment made by or resulting from Hospitality Tax funding shall not discriminate against any employee or applicant on the basis of handicap, age, race, color, religion, sex, or national origin.

- None of the funds, materials, property, or services provided directly or indirectly under Hospitality Tax funding shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
- That the organization carries liability insurance in the amount of \$_____ and agrees to include the City of Cayce as a named insured for purposes of this project. The organization assumes full legal responsibility for any suit or action at law or equity, and any or all claims arising from this project/activity, and do hereby indemnify and hold harmless the City of Cayce and its staff from any liability in any action at law or equity associated with its support for this project/activity.
- A Final Report of the project will be submitted upon project conclusion including the items as outlined in section VI of the 2019 Information and Application document.

Board Chairperson Signature:		
Board Chairperson Name (printed):	Blaire Cann	Date: 11/13/18
Executive Director Signature:		
Executive Director Name (printed):	Courtney Fisher	Date: 11/13/18

2019 City of Cayce Hospitality Tax Grant Application

Project Information	
Project Name: HOLIDAY PARADE OF LIGHTS	
Project Address/Location: 12TH STREET IN CAYCE AND WEST COLUMBIA	
Project Date(s): DECEMBER 14, 2019	Amount Requested: \$7,000

Organization Information	
Organization: GREATER CAYCE - WEST COLUMBIA CHAMBER	
Mailing Address: 1006 12TH STREET	
City/State/Zip: CAYCE, SC 29033	
Phone: 803-794-6504	Alternate Phone: 803-466-1491
Fax:	E-Mail: RICHARD@CWCCHAMBER.COM
Executive Director: RICHARD SKIPPER	
Contact Person (if other than Executive Director):	
How many years has this organization existed: 60 YEARS	

Project Description
CHRISTMAS/HOLIDAY PARADE OF LIGHTS AT NIGHT. PARADE STARTED IN 1998. STARTS AT CAYCE MUNICIPLE COMPLEX IN CAYCE AND PROCEEDS DOWN 12TH STREET ENDING AT THE BOJANGLES PARKING LOT.

Tourist Information

Estimated number of **total attendees** to be attracted by this project: **10,000+**

Estimated number of attendees **from outside of Cayce** to be attracted: **7,000+**

Explain how the number of tourists will be calculated (surveys, forms, license plates, etc.):

EYEWITNESS ACCOUNT FROM LAW ENFORCEMENT, VIDEOGRAPHERS, AND VOLUNTEERS. WE ESTIMATE DEEPNESS OF CROWD (4-5 PEOPLE DEEP) PLUS LENGTH OF PARADE ROUTE. WE ALSO GET FEEDBACK FROM LOCAL RESTAURANTS ON SALES. MANY SAY IT IS THE 1ST OR 2ND BIGGEST SALES DAY OF THE YEAR.

Explain how the requested dollars will increase tourism, financially impact tourism-related businesses in the City of Cayce, and how this impact is being determined:

ADVERTISING CAMPAIGN THAT REACHES TENS OF THOUSANDS OF MIDLANDS RESIDENTS OUTSIDE OF CAYCE.

Total Project Costs	
Itemize Total Project Expenses Below	Amount
RADIO ADVERTISING	\$3,000
TV ADVERTISING	\$6,000
PRINT ADVERTISING	\$3,000
BILLBOARDS	\$1,000
INSURANCE	\$800
VOLUNTEER SHIRTS	\$300
FOOD AND SUPPLIES	\$200
Total Project Cost	\$14,000

Hospitality Tax Grant Project Costs	
Itemize Hospitality Tax Grant Expenses Below	Amount
RADIO ADVERTISING	\$1,600
TV ADVERTISING	\$3,000
PRINT ADVERTISING	\$1,500
INSURANCE	\$400
BILLBOARDS	\$500
Amount Requested (must equal Amount Requested on first page of application)	\$7,000

All Sources of Project Funds		
Source of Funds	Status of Funds (Proposed, Requested, Received)	Amount
CAYCE	PROPOSED	\$7,000
WEST COLUMBIA	PROPOSED	\$7,000
SPONSORSHIPS	PROPOSED	\$1,000
	Total	\$15,000

Statement of Assurances/Certification

The applicant has reviewed the full 2019 Cayce Hospitality Tax Grant Information and Application document and understands the hospitality law, eligibility criteria, funding guidelines, application process, payment process and reporting requirements set forth. The applicant hereby certifies that the information submitted as part of this application is accurate and reliable. Any change/and or variation must be reported immediately, otherwise funding may be withheld.

If awarded, the applicant agrees:

- Promotional materials for the project (including, but not limited to: brochures, flyers, advertisements, etc.) must include a statement that "Funding assistance provided by City of Cayce Hospitality Tax Funds."
- Revenue generated by the project must benefit a community or organization within the Cayce city limits.
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- Employment made by or resulting from Hospitality Tax funding shall not discriminate against any employee or applicant on the basis of handicap, age, race, color, religion, sex, or national origin.
- ~~None of the funds, materials, property, or services provided directly or indirectly under Hospitality Tax funding shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.~~
- That the organization carries liability insurance in the amount of \$ 1-2 MILLION and agrees to include the City of Cayce as a named insured for purposes of this project. The organization assumes full legal responsibility for any suit or action at law or equity, and any or all claims arising from this project/activity, and do hereby indemnify and hold harmless the City of Cayce and its staff from any liability in any action at law or equity associated with its support for this project/activity.
- A Final Report of the project will be submitted upon project conclusion including the items as outlined in section VI of the 2019 Information and Application document.

Board Chairperson Signature: Steve Cohen

Board Chairperson Name (printed): Steve Cohen Date: 11/17/18

Executive Director Signature: Richard Skipper

Executive Director Name (printed): Richard Skipper Date: 11/17/18

2019 City of Cayce Hospitality Tax Grant Application

Project Information	
Project Name:	HOTFLASH 5K
Project Address/Location:	TIMMERMAN TRAIL
Project Date(s): 05/04/2019	Amount Requested: \$9500.00

Organization Information	
Organization: The Woman's Club of Cayce	
Mailing Address: PO Box 4273	
City/State/Zip: Cayce, SC 29171	
Phone: 803-546-2121	Alternate Phone: 803-391-6430
Fax:	E-Mail: khutchinson@caycesc.gov
Executive Director: Sheri Dovell	
Contact Person (if other than Executive Director): Kay Hutchinson	
How many years has this organization existed: 81	

Project Description
<p>The Woman's Club of Cayce HotFlash 5K Run/Walk is a fun way to celebrate life's challenges by getting out and embracing the scenic USATF Certified Course which winds its way around the Timmerman Trail. The spotlight is on the changes we all go through as we age, both men and women. Sponsors and vendors will set up a variety of health driven booths. For example, last year That's Right Fitness participated by providing information and discounts. This year we are targeting Vitamin stores, Doctor's Offices, Chiropractors, Gyms, etc., to educate participants on the options they have for a healthier lifestyle. Runners and Walkers will enjoy music, food (including home-made goodies), beverages, goodie bags, T-Shirts, prizes, awards and most importantly they will be exposed to the beauty and accessibility of Cayce's Park System.</p> <p>About the Woman's Club of Cayce: The proceeds of this event support the community programs of the Woman's Club of Cayce. Organized in 1937, the mission of the Woman's Club is to promote the community of Cayce and the health and well-being of its citizens. For 80 years, the Woman's Club of Cayce has supported the Cayce and Lexington County community by providing a yearly scholarship for a qualified High School Senior, hosting the yearly Christmas Tree Lighting for the City of Cayce, volunteering and funding God's Helping Hands, volunteering at Cayce Elementary, Cancer Care Caps for local cancer patients, book drive and donation to the Cayce-West Columbia Library, sponsor for Shop with Cops, and sponsor for Cayce Public Safety Foundation's Cayce Serves Tennis Tournament. Your support of the HotFlash 5K helps us reach our service goals. Proceeds will also assist in maintaining a valuable community asset, our 1940 log cabin at 701 Oakland Avenue. The cabin was built by the WPA on land donated to the club by the Guignards. The clubhouse is available for rent for special occasions and is in need of renovations, especially to the kitchen.</p>

Tourist Information

Estimated number of **total attendees** to be attracted by this project: 250

Estimated number of attendees **from outside of Cayce** to be attracted: 225

Explain how the number of tourists will be calculated (surveys, forms, license plates, etc.):

Registration is the primary means of gathering the number of attendees from outside of Cayce. Feedback from local restaurants and businesses that sponsor the event are another means of determining where the participants are from. Coupons on the racing bibs can be used for discount purchases at those establishments.

Explain how the requested dollars will increase tourism, financially impact tourism-related businesses in the City of Cayce, and how this impact is being determined:

Last year, the goal for the first HotFlash 5K was to attract 100 runners from across the state to promote Cayce as a healthy place to live, work and visit. The final totals included 108 runners of which 90 came from outside the City of Cayce. This year the goal is to at least double attendance. The new Cayce Courtyard will be attractive to out of town guests and the variety of restaurants will be even more appealing with discount coupons. Once again, there is already interest from Charlotte and Tega Cay participants on the Facebook event page. Free coupons to the Cayce Historical Museum will be offered again. Many of the runners paid tremendous compliments to the displays, knowledge and courteous treatment they received during and after the run. A group of runners dined at Vella's afterwards and took photographs.

Local sponsorship is strongly encouraged and promoted. The following is an excerpt from the sponsorship flier and page:

Contributors may set up a booth at the race's Health and Wellness Expo to provide information or sell products and services under the event's group business license with the City of Cayce. The event is sponsored by the City of Cayce Hospitality Fund to encourage tourism to the City. We want to help people learn about our City and to bring them in to patronize local restaurants and businesses. Last year, 80% of the runners and their families came from outside of Cayce. We encourage you to participate in some way.

Total Project Costs	
Itemize Total Project Expenses Below	Amount
Strictly Running (race mgmt 200-300 runners)	2400
T-Shirts (200-300 runners)	2600
Insurance (200-300 runners)	600
Police	400
Cash Awards (as advertised) and Prize Medals	1600
Port-o-Johns	225
Advertising, banners, signage	1100
Food	200
Memberships, supplies	375
Total Project Cost	9500

Hospitality Tax Grant Project Costs	
Itemize Hospitality Tax Grant Expenses Below	Amount
T-Shirts	2600
Insurance	600
Police	400
Cash Awards	1600
Port-o-Johns	225
Advertising, banners, signage	1100
Food	200
Memberships and supplies	375
Strictly Running	2400
Amount Requested (must equal Amount Requested on first page of application)	9500

All Sources of Project Funds		
Source of Funds	Status of Funds (Proposed, Requested, Received)	Amount
Registration Fees	Proposed	3500
Sponsorships	Proposed	2000
	Total	5500

Statement of Assurances/Certification

The applicant has reviewed the full 2019 Cayce Hospitality Tax Grant Information and Application document and understands the hospitality law, eligibility criteria, funding guidelines, application process, payment process and reporting requirements set forth. The applicant hereby certifies that the information submitted as part of this application is accurate and reliable. Any change/and or variation must be reported immediately, otherwise funding may be withheld.

If awarded, the applicant agrees:

- Promotional materials for the project (including, but not limited to: brochures, flyers, advertisements, etc.) must include a statement that "Funding assistance provided by City of Cayce Hospitality Tax Funds."
- Revenue generated by the project must benefit a community or organization within the Cayce city limits.
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- Employment made by or resulting from Hospitality Tax funding shall not discriminate against any employee or applicant on the basis of handicap, age, race, color, religion, sex, or national origin.
- None of the funds, materials, property, or services provided directly or indirectly under Hospitality Tax funding shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
- That the organization carries liability insurance in the amount of \$1,000,000 and agrees to include the City of Cayce as a named insured for purposes of this project. The organization assumes full legal responsibility for any suit or action at law or equity, and any or all claims arising from this project/activity, and do hereby indemnify and hold harmless the City of Cayce and its staff from any liability in any action at law or equity associated with its support for this project/activity.
- A Final Report of the project will be submitted upon project conclusion including the items as outlined in section VI of the 2019 Information and Application document.

Board Chairperson Signature:

Board Chairperson Name (printed): Kay Hutchinson

Date:

Executive Director Signature:

Executive Director Name (printed): Sharon Dovell

Date:

2019 City of Cayce Hospitality Tax Grant Application

Project Information	
Project Name: 2019 March for Meals 5K	
Project Address/Location: Timmerman Trail / Cayce Tennis Center	
Project Date(s): Saturday, March 9, 2019	Amount Requested: \$2,500

Organization Information	
Organization: Senior Resources Inc.	
Mailing Address: 2817 Millwood Ave.	
City/State/Zip: Columbia, SC 29205	
Phone: 803-252-7734	Alternate Phone:
Fax: 803-929-0349	E-Mail: bwinston@seniorresourcesinc.org
Executive Director: Pam Dukes	
Contact Person (if other than Executive Director): Bridget Winston	
How many years has this organization existed: 51	

Project Description
<p>We are seeking support for our 16th annual March for Meals 5K, which is a fundraiser for Meals on Wheels and other senior nutrition programs we provide to seniors in the Midlands. For the past four years, we've held this event at Timmerman Trail, and have gotten great, positive feedback about the venue and the event. Our 2018 race attracted nearly 300 runners and walkers, as well as dozens of volunteers and spectators. The event raised more than \$17,000 for our senior food programs. We're looking forward to hosting the 5K at Timmerman Trail again in 2019.</p> <p>We are requesting \$2500 in financial support to cover the following publicity expenses:</p> <ul style="list-style-type: none"> -- Strictly Running homepage ad = \$50 -- Strictly Running race webpage = \$150 -- Strictly Running targeted email campaign = \$450 -- Postcard Printing = \$100 -- Tshirts = \$1750

Tourist Information

Estimated number of **total attendees** to be attracted by this project: 350

Estimated number of attendees **from outside of Cayce** to be attracted: 300

Explain how the number of tourists will be calculated (surveys, forms, license plates, etc.):

The number of participants in the 5K will be recorded by Strictly Running, through the use of electronic chip timers. We will be able to gather information about the participants' ages, genders, and hometowns through the information they provide at registration. We also expect to have a group of approximately 100 volunteers assisting at registration, the finish line and throughout the course.

Explain how the requested dollars will increase tourism, financially impact tourism-related businesses in the City of Cayce, and how this impact is being determined:

With sound marketing practices, we hope to increase the number of registered participants in the 2019 March for Meals 5K over the number who participated in 2018. Our marketing plan includes targeted, direct emails to the running community in Richland County, Lexington County and the City of Columbia through the Strictly Running database, as well as ads placed on the Strictly Running homepage in the weeks leading up to our event.

We will also use all of our own marketing channels to promote the event, including our monthly newsletter, our email contact list, and our social media channels. We received complimentary billboard advertisement in 2018 and plan to pursue that partnership again for 2019.

We also plan to print postcards promoting our race, and distribute them to participants (in their swag bags) in other local races during January and February.

We hope these targeted strategies will combine to draw both returning and new runners to the event. We also are working with local merchants in the Cayce community to include coupons or flyers in the runners' swag bags. It is our hope that those who participate in the 5K will find a local restaurant or shop to visit after the race.

All of our marketing materials, including the t-shirts, name Timmerman Trail as the location for the 5K and include the City of Cayce logo. It is our hope that the t-shirts will help promote the trail as a local, natural resource and recreation facility across the community as the participants continue to wear their t-shirts after the race. We also hope that the March for Meals 5K participants will return to Timmerman Trail after the race to enjoy walking, running or biking on the trail. At each of our previous March for Meals events, we have heard runners comment that they had not been to the trail before, but they planned to return after discovering its natural beauty and easy access.

Total Project Costs	
Itemize Total Project Expenses Below	Amount
Strictly Running - race management and promotion	\$2,500
Frenzy Tees - participant tshirts	\$2,500
City of Cayce police officer	\$350
EMT for event	\$175
Winner awards - engraved plates (4)	\$40
Medal engraving	\$50
Printing - postcards	\$100
Columbia Running Club event listing	\$75
Total Project Cost	\$5,790

Hospitality Tax Grant Project Costs	
Itemize Hospitality Tax Grant Expenses Below	Amount
Strictly Running homepage ad	\$50
Strictly Running race webpage	\$150
Strictly Running targeted email campaign	\$450
Postcard Printing	\$100
Tshirts	\$1750
Amount Requested (must equal Amount Requested on first page of application)	\$2500

All Sources of Project Funds		
Source of Funds	Status of Funds (Proposed, Requested, Received)	Amount
None at this time		
	Total	

Statement of Assurances/Certification

The applicant has reviewed the full 2019 Cayce Hospitality Tax Grant Information and Application document and understands the hospitality law, eligibility criteria, funding guidelines, application process, payment process and reporting requirements set forth. The applicant hereby certifies that the information submitted as part of this application is accurate and reliable. Any change/and or variation must be reported immediately, otherwise funding may be withheld.

If awarded, the applicant agrees:

- Promotional materials for the project (including, but not limited to: brochures, flyers, advertisements, etc.) must include a statement that "Funding assistance provided by City of Cayce Hospitality Tax Funds."
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- No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by Hospitality Tax funds.
- Employment made by or resulting from Hospitality Tax funding shall not discriminate against any employee or applicant on the basis of handicap, age, race, color, religion, sex, or national origin.
- None of the funds, materials, property, or services provided directly or indirectly under Hospitality Tax funding shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
- That the organization carries liability insurance in the amount of \$ 1,000,000 and agrees to include the City of Cayce as a named insured for purposes of this project. The organization assumes full legal responsibility for any suit or action at law or equity, and any or all claims arising from this project/activity, and do hereby indemnify and hold harmless the City of Cayce and its staff from any liability in any action at law or equity associated with its support for this project/activity.
- A Final Report of the project will be submitted upon project conclusion including the items as outlined in section VI of the 2019 Information and Application document.

Board Chairperson Signature: *Elizabeth S. Tucker*

Board Chairperson Name (printed): *Elizabeth S. Tucker*

Date: *11/16/2018*

Executive Director Signature: *Pam Dukes*

Executive Director Name (printed): *Pam Dukes*

Date: *11/16/2018*

2019 City of Cayce Hospitality Tax Grant Application

Project Information	
Project Name: ROCKY HORROR PICTURE SHOW FESTIVAL	
Project Address/Location: HISTORIC COLUMBIA SPEEDWAY	
Project Date(s): OCTOBER 25, 2019	Amount Requested: \$3,000

Organization Information	
Organization: GREATER CAYCE - WEST COLUMBIA CHAMBER	
Mailing Address: 1006 12TH STREET	
City/State/Zip: CAYCE, SC 29033	
Phone: 803-794-6504	Alternate Phone: 803-466-1491
Fax:	E-Mail: RICHARD@CWCCHAMBER.COM
Executive Director: RICHARD SKIPPER	
Contact Person (if other than Executive Director):	
How many years has this organization existed: 60 YEARS	

Project Description
<p>The Rocky Horror Picture Show Festival is an event that celebrates the "Classic Musical Film" of the same name. On October 27th of 2017 the chamber held the first of these festivals tying into the Halloween weekend. We were shocked at the response and realize the growth potential of this event. In 2017 we promoted the event as a drive-in with costume contest and food trucks. We were shocked that we sold out of 240 car loads of people and had another 125 people walk in and sit on the lawn. We drew visitors from all over South Carolina as well as North Carolina, Tennessee, Georgia, and even two groups from Birmingham, Alabama. The crowd was estimated at 1,700 people.</p> <p>These events are held in other cities in much smaller venues. We spoke to many of these groups and they said they sell out each year sometimes months in advance. We have the opportunity because of the vast space at the speedway to increase the size of the event substantially. Based on input from attendees this year, we will take the cars out of the infield next year and provide a huge open space to seat thousands in lawn chairs and blankets.</p>

Tourist Information

Estimated number of **total attendees** to be attracted by this project:

Estimated number of attendees **from outside of Cayce** to be attracted:

Explain how the number of tourists will be calculated (surveys, forms, license plates, etc.):

WE COLLECT ZIP CODES AS TICKETS ARE PURCHASED ONLINE. OVER 200 OF THE 240 CARS IN 2017 PURCHASED TICKETS IN ADVANCE. WE WERE ABLE TO CAPTURE HUNDREDS OF ZIP CODES WITH OVER 120 COMING FROM OUTSIDE LEXINGTON COUNTY. THIRTY-SIX OF THESE ZIP CODES WERE FROM OUT OF STATE.

2018 EVENT WAS CANCELLED DUE TO RAIN ON EVENT DAY AND RAIN OUT DAY.

Explain how the requested dollars will increase tourism, financially impact tourism-related businesses in the City of Cayce, and how this impact is being determined:

THESE DOLLARS WOULD HELP US BOOST ADVERTISING. LESS THAN \$500 WAS SPENT IN 2017. WE KNOW THE OUT OF STATE ATTENDEES SPEND THE NIGHT BECAUSE THE MOVIE ENDS AFTER 10 PM.

TICKET SALES FOR 2018 WERE STRONG BUT DIDN'T GO OVER 2017 DUE TO WEATHER CONDITIONS.

Total Project Costs	
Itemize Total Project Expenses Below	Amount
VENUE RENTAL	\$2,000
MOVIE COMPANY PRODUCTION FEE	\$1,500
MOVIE LICENSE	\$1,000
ADVERTISING	\$3,000
RESTROOM RENTALS	\$500
CLEAN UP FEES	\$500
Total Project Cost	\$8,500

Hospitality Tax Grant Project Costs	
Itemize Hospitality Tax Grant Expenses Below	Amount
NEWSPAPER AND PRINT	\$700
SOCIAL MEDIA	\$300
RADIO ADVERTISING	\$2,000
Amount Requested (must equal Amount Requested on first page of application)	\$3,000

All Sources of Project Funds		
Source of Funds	Status of Funds (Proposed, Requested, Received)	Amount
CAYCE H TAX	PROPOSED	\$3,000
	Total	\$3,000

Statement of Assurances/Certification

The applicant has reviewed the full 2019 Cayce Hospitality Tax Grant Information and Application document and understands the hospitality law, eligibility criteria, funding guidelines, application process, payment process and reporting requirements set forth. The applicant hereby certifies that the information submitted as part of this application is accurate and reliable. Any change/and or variation must be reported immediately, otherwise funding may be withheld.

If awarded, the applicant agrees:

- Promotional materials for the project (including, but not limited to: brochures, flyers, advertisements, etc.) must include a statement that "Funding assistance provided by City of Cayce Hospitality Tax Funds."
- Revenue generated by the project must benefit a community or organization within the Cayce city limits.
- Financial records, support documents, statistical records, and all other records pertinent to Hospitality Tax funding shall be retained for a period of three years. All procurement transactions, regardless of whether negotiated or advertised, shall be conducted in a manner that provides maximum competition. The grant recipient shall establish safeguards to prohibit employees from using their positions for a purpose that has the appearance of being motivated by a desire for private gain for themselves or others. All expenditures must have adequate documentation. All accounting records and supporting documentation shall be available for inspection by the City of Cayce upon request.
- Unspent funding or funding that has spent in any other way than as described and approved per the application must be returned to the City of Cayce.
- No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by Hospitality Tax funds.
- Employment made by or resulting from Hospitality Tax funding shall not discriminate against any employee or applicant on the basis of handicap, age, race, color, religion, sex, or national origin.
- None of the funds, materials, property, or services provided directly or indirectly under Hospitality Tax funding shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
- That the organization carries liability insurance in the amount of \$1-2 million and agrees to include the City of Cayce as a named insured for purposes of this project. The organization assumes full legal responsibility for any suit or action at law or equity, and any or all claims arising from this project/activity, and do hereby indemnify and hold harmless the City of Cayce and its staff from any liability in any action at law or equity associated with its support for this project/activity.
- A Final Report of the project will be submitted upon project conclusion including the items as outlined in section VI of the 2019 Information and Application document.

Board Chairperson Signature:



Board Chairperson Name (printed):

Steve Cohen

Date:

11/17/18

Executive Director Signature:



Executive Director Name (printed):

Richard Skipper

Date:

11/17/18

2019 City of Cayce Hospitality Tax Grant Application

Project Information	
Project Name: Soiree on State	
Project Address/Location: State Street from Poplar Avenue to Railroad Avenue	
Project Date(s): April 27, 2019	Amount Requested: 36,000

Organization Information	
Organization: City of Cayce	
Mailing Address: 1800 12th Street	
City/State/Zip: Cayce, SC 29033	
Phone: 803-550-9557	Alternate Phone: 803-550-9520
Fax: 803-796-9072	E-Mail: mcorder@caycesc.gov
Executive Director:	
Contact Person (if other than Executive Director): Mendy Corder	
How many years has this organization existed: 3	

Project Description
A party on the streets. Celebrating Cayce's local talent, businesses and vendors! There will be great food and drinks, an awesome kids area, live music and local artists.

Tourist Information

Estimated number of **total attendees** to be attracted by this project: 2000

Estimated number of attendees **from outside of Cayce** to be attracted: 500

Explain how the number of tourists will be calculated (surveys, forms, license plates, etc.):
Zipcode takers will be at all Soiree on State street entrances.

Explain how the requested dollars will increase tourism, financially impact tourism-related businesses in the City of Cayce, and how this impact is being determined:

Statement of Assurances/Certification

The applicant has reviewed the full 2019 Cayce Hospitality Tax Grant Information and Application document and understands the hospitality law, eligibility criteria, funding guidelines, application process, payment process and reporting requirements set forth. The applicant hereby certifies that the information submitted as part of this application is accurate and reliable. Any change/and or variation must be reported immediately, otherwise funding may be withheld.

If awarded, the applicant agrees:

- Promotional materials for the project (including, but not limited to: brochures, flyers, advertisements, etc.) must include a statement that "Funding assistance provided by City of Cayce Hospitality Tax Funds."
- Revenue generated by the project must benefit a community or organization within the Cayce city limits.
- Financial records, support documents, statistical records, and all other records pertinent to Hospitality Tax funding shall be retained for a period of three years. All procurement transactions, regardless of whether negotiated or advertised, shall be conducted in a manner that provides maximum competition. The grant recipient shall establish safeguards to prohibit employees from using their positions for a purpose that has the appearance of being motivated by a desire for private gain for themselves or others. All expenditures must have adequate documentation. All accounting records and supporting documentation shall be available for inspection by the City of Cayce upon request.
- Unspent funding or funding that has spent in any other way than as described and approved per the application must be returned to the City of Cayce.
- No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by Hospitality Tax funds.
- Employment made by or resulting from Hospitality Tax funding shall not discriminate against any employee or applicant on the basis of handicap, age, race, color, religion, sex, or national origin.
- None of the funds, materials, property, or services provided directly or indirectly under Hospitality Tax funding shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
- That the organization carries liability insurance in the amount of \$ 750.00 and agrees to include the City of Cayce as a named insured for purposes of this project. The organization assumes full legal responsibility for any suit or action at law or equity, and any or all claims arising from this project/activity, and do hereby indemnify and hold harmless the City of Cayce and its staff from any liability in any action at law or equity associated with its support for this project/activity.
- A Final Report of the project will be submitted upon project conclusion including the items as outlined in section VI of the 2019 Information and Application document.

Board Chairperson Signature:

Board Chairperson Name (printed):

Date:

Executive Director Signature:

Executive Director Name (printed):

Date:

2019 City of Cayce Hospitality Tax Grant Application

Project Information	
Project Name: Tartan Day South Highland Games & Celtic Festival	
Project Address/Location: Historic Columbia Speedway Cayce, SC	
Project Date(s): April 4 - April 7 2019	Amount Requested: \$39,000

Organization Information	
Organization: The River Alliance	
Mailing Address: 300 Candi Lane	
City/State/Zip: Columbia, SC 29210	
Phone: 803-765-2200	Alternate Phone: 803-665-7620
Fax: 803-765-9600	E-Mail: johnbanks@columbiaspeedway.com
Executive Director: Mike Dawson	
Contact Person (if other than Executive Director): John Banks	
How many years has this organization existed: 19	

Project Description
<p>Tartan Day South is a four day celebration of Celtic Culture. Americans of Scottish and Irish descent have played a vibrant and influential role in the development of the United States. From the framers of the Declaration of Independence to the first man on the moon. Eleven million Americans claim Scottish and Scotch-Irish roots -- making them the eighth largest ethnic group in the United States. Congress has designated April 6th National Tartan Day. The largest population of Scotch-Irish descendants outside of New York reside in South and North Carolina. The festival is designed to grow into the largest Tartan Day Celebration in the Southeast.</p> <p>Tartan Day South is a festival built around the ancient Scottish sports, Highland Games. The festival also includes traditional and current Celtic music, massed bag pipe bands, traditional dancing exhibitions, herding exhibitions, Celtic Clans, genealogy, Axe throwing and archery exhibitions, fencing exhibitions, medieval encampment, falconry, and much more. We host the largest Classic British Car Show in South Carolina with over 140 incredible machines from many states.</p> <p>We have continued to add new components to each years event, this year will add some new performances of classic instruments like the Dulcimer. We will be adding in some programming attached to the highly popular TV show "Outlander". This will add a new audience to our festival that is a high interest point currently.</p> <p>Tartan Day South has grown tremendously over the first eight years. We brought in travelers from 27 states as well as hundreds of cities and towns in South Carolina outside of Lexington County again in 2018. Our event was recognized by the National Tartan Day Committee in Washington DC as one of the top three Tartan Day Celebrations in the United States. We hope to make Cayce the destination for those Celtic Americans to celebrate this National Holiday in the Southeast. The multi-faceted nature of the event gives it a wide appeal to many demographics. Added interesting data from our most recent Cayce Demographics state that 1,578 residents are of Scottish, Irish, or Scotch-Irish ancestry. That is more than 12% of our Cayce residents.</p>

2019 City of Cayce Hospitality Tax Grant Application

Tourist Information

Estimated number of **total attendees** to be attracted by this project: 17,000

Estimated number of attendees **from outside of Cayce** to be attracted: 16,000

Explain how the number of tourists will be calculated (surveys, forms, license plates, etc.):
We ask for Zip Codes and the number in their parties as each patron enters the gate to all the events each day. We then confirm the location of the zip code and devise a report of where our visitor have traveled. The 2018 report is attached to this package. This also give us an idea of how many days that many of our patrons are staying. We count those folks from outside 50 miles of 29033 to be traveling tourists. We are also collecting e-mail addresses on our new web site as people enter. We survey those people as well. We also have an incredible Facebook reach. Through our Social Marketing Consultant we had a total reach of 2,969,369 people. We had 108,206 people interacting with our page the week of the event in 2018.

Explain how the requested dollars will increase tourism, financially impact tourism-related businesses in the City of Cayce, and how this impact is being determined:

The biggest budget item for us is of course Advertising and Marketing. Getting the word out is a very difficult task because patrons get their information from so many different media sources today. We know that we generally have to touch someone six times for it to register with them. We have done a very good job growing each year by expanding that part of our budget almost 15% per year. The additional dollars will all be earmarked to grow those marketing efforts through many avenues billboard, TV, radio, Celtic publications, newspapers, internet media, and social networking. Those additional touches are the most integral cog in building the festival to 20,000 attendees by the end of the decade. By creating a catchy Tartan Day Jingle in 2016 we are learning to maximize our advertising effectiveness. We also have been building our brand awareness in person by having booths at 13 other Highland Games festivals throughout the Southeast and with booths at St. Patty's Day Celebrations in Savannah and Columbia as well as at Columbia's Home and Garden Show in March each year. The total marketing budget for TDS in 2019 will exceed \$39,000.00.

We try new avenues each year to reach previously untouched patrons. We plan to use google ads in 2019. This program reaches out and follows any potential person having interest in Scottish or Irish culture. Their programs allow us to target very specific demographics in specified large markets within reasonable travel markets like Atlanta, Raleigh, Jacksonville, and Charlotte. The cost of the packages starts at \$5,000. This is a new avenue for us but one we have been studying for a few years.

We know the impact of the festival through talking with our local businesses. The Cayce Farmers Market down the street tells us they have one of their largest sales days of the year on that Saturday with tons of new faces from the event. Many of the local eateries like Vella's, D's Wings, and Murray's have made comments about killed people visiting during the run of the festival. We know even the folks inside 50 miles who are eating and visiting our Cayce restaurants, gas stations and shops. We have made an emphasis of bringing in some of our local artist to give they event a true Cayce feel. Last year four of our locals participated, and we expect more to join in this year.

2019 City of Cayce Hospitality Tax Grant Application

Total Project Costs	
Itemize Total Project Expenses Below	Amount
Logistics Expenses and Security	30,000
Entertainers, Exhibitors, and Sound	23,000
Athletics	3,000
Rooms for Bands and Judges	3,000
Event Insurance	2,000
Advertising and Marketing	39,000
Amusement Taxes	2,000
Awards, photographers and other Misc Cost	1,000
Misc Labor and Professional Production Fees	8,000
Total Project Cost	\$111,000

Hospitality Tax Grant Project Costs	
Itemize Hospitality Tax Grant Expenses Below	Amount
Billboards	6,000
Radio In and Out of Market	12,000
Celtic Publications	2,000
Newspapers	2,000
TV Ads	8,000
Google Ads	5,000
Print Marketing Materials	2,000
Other Internet Marketing	1,000
Peachjar Straight to Family Marketing	1,000
Amount Requested (must equal Amount Requested on first page of application)	\$39,000

All Sources of Project Funds		
Source of Funds	Status of Funds (Proposed, Requested, Received)	Amount
Separate Form Attached		
Total		

Statement of Assurances/Certification

The applicant has reviewed the full 2019 Cayce Hospitality Tax Grant Information and Application document and understands the hospitality law, eligibility criteria, funding guidelines, application process, payment process and reporting requirements set forth. The applicant hereby certifies that the information submitted as part of this application is accurate and reliable. Any change/and or variation must be reported immediately, otherwise funding may be withheld.

If awarded, the applicant agrees:

- Promotional materials for the project (including, but not limited to: brochures, flyers, advertisements, etc.) must include a statement that "Funding assistance provided by City of Cayce Hospitality Tax Funds."
- Revenue generated by the project must benefit a community or organization within the Cayce city limits.
- Financial records, support documents, statistical records, and all other records pertinent to Hospitality Tax funding shall be retained for a period of three years. All procurement transactions, regardless of whether negotiated or advertised, shall be conducted in a manner that provides maximum competition. The grant recipient shall establish safeguards to prohibit employees from using their positions for a purpose that has the appearance of being motivated by a desire for private gain for themselves or others. All expenditures must have adequate documentation. All accounting records and supporting documentation shall be available for inspection by the City of Cayce upon request.
- Unspent funding or funding that has spent in any other way than as described and approved per the application must be returned to the City of Cayce.
- No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by Hospitality Tax funds.
- Employment made by or resulting from Hospitality Tax funding shall not discriminate against any employee or applicant on the basis of handicap, age, race, color, religion, sex, or national origin.
- ~~None of the funds, materials, property, or services provided directly or indirectly under Hospitality Tax funding shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.~~
- That the organization carries liability insurance in the amount of \$3,000,000.00 and agrees to include the City of Cayce as a named insured for purposes of this project. The organization assumes full legal responsibility for any suit or action at law or equity, and any or all claims arising from this project/activity, and do hereby indemnify and hold harmless the City of Cayce and its staff from any liability in any action at law or equity associated with its support for this project/activity.
- A Final Report of the project will be submitted upon project conclusion including the items as outlined in section VI of the 2019 Information and Application document.

Board Chairperson Signature:	<i>John R. Banks</i>	
Board Chairperson Name (printed):	<i>John R. Banks</i>	Date: <i>11/15/2018</i>
Executive Director Signature:	<i>Michael T. Dawson</i>	
Executive Director Name (printed):	<i>MICHAEL T. DAWSON</i>	Date: <i>Nov 15, 2018</i>

2019 City of Cayce Hospitality Tax Grant Application

Project Information	
Project Name: GCWC CHAMBER WINE AND CRAFT BEER WALK	
Project Address/Location: PENDING - PREFERABLY GUIGNARD PARK	
Project Date(s): 2019 SPRING	Amount Requested: \$1,000

Organization Information	
Organization: GREATER CAYCE - WEST COLUMBIA CHAMBER	
Mailing Address: 1006 12TH STREET	
City/State/Zip: CAYCE SC 29033	
Phone: 803-794-6504	Alternate Phone: 803-466-1491
Fax:	E-Mail: RICHARD@CWCCCHAMBER.COM
Executive Director: RICHARD SKIPPER	
Contact Person (if other than Executive Director):	
How many years has this organization existed: 60	

Project Description
<p>THE CHAMBER IS IN THE EARLY PLANNING STAGE OF AN ANNUAL WINE AND CRAFT BEER WALK. THIS EVENT WILL BE HELD IN CAYCE, HOPEFULLY GUIGNARD PARK. THIS EVENT WILL PARTNER WITH SEVERAL OF OUR LOCAL BUSINESSES TO PROMOTE OUR CHAMBER AND CAYCE. THIS EVENT WILL BE DEPENDENT ON TICKET SALES (\$50 - \$100 TICKET PRICE TBD).</p>

Tourist Information

Estimated number of **total attendees** to be attracted by this project:

Estimated number of attendees **from outside of Cayce** to be attracted:

Explain how the number of tourists will be calculated (surveys, forms, license plates, etc.):

ZIP CODES FROM ALL TICKET PURCHASES. PRE-SALE AND DAY OF ZIP CODES FOR ALL ATTENDEES.

Explain how the requested dollars will increase tourism, financially impact tourism-related businesses in the City of Cayce, and how this impact is being determined:

THIS EVENT WILL BRING PEOPLE FROM ALL OVER THE MIDLANDS TO A CAYCE PARKE. THIS EVENT WILL SHOW THE PARK TO A GROUP OF PEOPLE WHO AREN'T FAMILIAR WITH THE PARK. THE CHAMBER WILL ARRANGE HOTEL/TICKET PACKAGES TO PROMOTE SAFE DRIVING AND HOTEL STAYS. THE GOAL OF THE FIRST YEAR WILL BE TO BUILD A SOLID FOUNDATION OF ATTENDEES, WHILE WE LEARN THE INS AND OUTS OF THIS TYPE EVENT.

Total Project Costs	
Itemize Total Project Expenses Below	Amount
ADVERTISING	\$1,000
TENTS/TABLES/LIGHTS	\$1,500
WINE/BEER EXPENSE	\$4,000
FOOD	\$2,500
Total Project Cost	\$9,000

Hospitality Tax Grant Project Costs	
Itemize Hospitality Tax Grant Expenses Below	Amount
RADIO ADVERTISING	\$700
PRINT ADVERTISING	\$300
Amount Requested (must equal Amount Requested on first page of application)	\$1,000

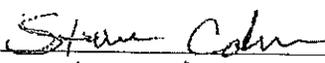
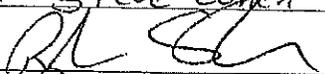
All Sources of Project Funds		
Source of Funds	Status of Funds (Proposed, Requested, Received)	Amount
CAYCE H-TAX	PROPOSED	\$1000
TICKET SALES	PROPOSED	\$5,000
SPONSORSHIPS	PROPOSED	\$3,000
	Total	\$9,000

Statement of Assurances/Certification

The applicant has reviewed the full 2019 Cayce Hospitality Tax Grant Information and Application document and understands the hospitality law, eligibility criteria, funding guidelines, application process, payment process and reporting requirements set forth. The applicant hereby certifies that the information submitted as part of this application is accurate and reliable. Any change/and or variation must be reported immediately, otherwise funding may be withheld.

If awarded, the applicant agrees:

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- Employment made by or resulting from Hospitality Tax funding shall not discriminate against any employee or applicant on the basis of handicap, age, race, color, religion, sex, or national origin.
- ~~None of the funds, materials, property, or services provided directly or indirectly under Hospitality Tax funding shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.~~
- That the organization carries liability insurance in the amount of \$ 1-2 MILLION and agrees to include the City of Cayce as a named insured for purposes of this project. The organization assumes full legal responsibility for any suit or action at law or equity, and any or all claims arising from this project/activity, and do hereby indemnify and hold harmless the City of Cayce and its staff from any liability in any action at law or equity associated with its support for this project/activity.
- A Final Report of the project will be submitted upon project conclusion including the items as outlined in section VI of the 2019 Information and Application document.

Board Chairperson Signature:		
Board Chairperson Name (printed):	Steve Cohen	Date: 11/17/18
Executive Director Signature:		
Executive Director Name (printed):	Richard Skippe	Date: 11/17/18

Memorandum

To: Mayor and Council
From: Katinia Taylor, Administrative Coordinator
Date: 12/19/2018
Re: Discussion and Approval of Hospitality Tax Funding Request for Christmas in Cayce and Carols Along the Riverwalk – Staff Request

ISSUE

Council discussion and approval is needed for Staff's request to utilize Hospitality Tax Funds for Carols Along the Riverwalk and Christmas in Cayce.

DISCUSSION

Cayce staff is requesting to be allowed to utilize up to \$25,000 of Hospitality Tax Funds for Carols Along the Riverwalk and Christmas in Cayce. These events have continued to grow year after year in our City and attract more visitors to this area each year.

This year the Events Committee and Cayce Staff are requesting \$5,000 for the Carols Along the Riverwalk event. This is to add more lights, decorations to the venue, along with a Christmas tree, more refreshment options, trolley service for the event goers, advertising of the event and to give a contribution to the participants for their partaking in the Carols Along the Riverwalk event.

Cayce staff is requesting \$20,000 for Christmas in Cayce to begin purchasing new decorations, new displays and to repair old displays.

RECOMMENDATION

Staff recommends approval of the Hospitality Tax Fund Request.

CONFIDENTIAL

Memorandum

To: Mayor and Council
From: Mendy Corder, Municipal Clerk
Date: 12/19/2018
Re: Discussion and Approval of Hospitality Tax Funding Request for Advertising Specialty Items – Staff Request

ISSUE

Council discussion and approval is needed for Staff's request to utilize Hospitality Tax Funds for City of Cayce Advertising Specialty Items.

BACKGROUND/DISCUSSION

Cayce staff is requesting to be allowed to utilize up to \$1,000 of Hospitality Tax Funds for City of Cayce advertising specialty items. These items are used as giveaways to promote our City. These items are also placed in welcome or gift bags to groups visiting the area, new residents moving into the City and are given away at City events.

RECOMMENDATION

Staff recommends approval of the Hospitality Tax Fund Request.

Memorandum

To: Mayor and Council
From: Katinia Taylor, Administrative Coordinator
Date: 12/19/2018
Re: Discussion and Approval of Hospitality Tax Funding Request for Professional Photography in 2019 – Staff Request

ISSUE

Council discussion and approval is needed for Staff's request to utilize Hospitality Tax Funds for professional photographs to be taken of the City and the City's events.

BACKGROUND/DISCUSSION

Cayce staff is requesting to be allowed to utilize up to \$5,000 of Hospitality Tax Funds to hire a professional photographer to take photographs of the City's parks, Riverwalk, State Street, and other highlights of the City as well as photograph's of the City's various events. Staff currently does not have any professional photographs of the City. The photographs will be used for the City's website, social media, and for marketing all city events and to provide updated photographs to all tourism related businesses.

RECOMMENDATION

Staff recommends approval of the Hospitality Tax Fund Request for professional photographs of the City and City events.



**APPROVED MINUTES
PLANNING COMMISSION
CAYCE CITY HALL
1800 12TH STREET, CAYCE SC
Monday, October 15, 2018
6:00 PM**

I. CALL TO ORDER

The meeting was called to order at 6:00 by Chair Ed Fuson. Members present were Chris Kueny, Chris Jordan, John Raley, and Robert Power. Butch Broehm and Maudra Brown were absent excused. Staff present were Carroll Williamson and Monique Ocean.

II. APPROVAL OF MINUTES

Mr. Kueny made a motion to approve the minutes of June 18, 2018, meeting. Mr. Jordan seconded the motion. All were in favor.

III. STATEMENT OF NOTIFICATION

Ms. Ocean confirmed that the public and media were made aware of the public hearing.

IV. PUBLIC HEARING – Text Amendment No. 003-18

A request by Staff to amend the Zoning Ordinance to create a new section to include regulations on the operation of food trucks.

a. Opening Statement

Mr. Williamson began by explaining to the members of the Planning Commission that Staff intended to add a new section to the Zoning Ordinance to regulate the use of Food Trucks in the City. Mr. Williamson stated the temporary use application that Staff currently uses for food truck regulations is not ideal. Mr. Williamson explained that under the current temporary use application, the owner of the food truck needs to reapply for each new location. Mr. Williamson explained that the Food Truck ordinance would allow the owner of the food truck to locate in various locations once the application is approved. Mr. Williamson went on to discuss some requirements of the Food Truck application such as requirement of liability insurance, evidence of SCDHEC certification and approval from property owners.

b. Public Testimony

Mrs. Jhonna Riley came before the Planning Commission to voice her opinions on the ordinance being presented. Mrs. Riley stated she has personal interest in the ordinance because she is a Cayce resident and the owner of a food truck. Mrs. Riley stated the language on the liability

insurance seems to be ambiguous. Mrs. Riley stated she wanted the Food Truck application to be user friendly and to require a minimal amount of paperwork. After discussion, Members of the Planning Commission agreed that the language regarding the liability insurance should be changed to specify the insurance needed for public property versus private property.

c. Adjourn Hearing

With no further discussion, the public hearing was adjourned.

V. MOTION - Text Amendment No. 003-18

Mr. Jordan made a motion to approve Text Amendment 003-18 with changes to reflect proof of liability insurance requirements for public property. Mr. Kueny seconded the motion. All were in favor.

VI. OTHER BUSINESS

Mr. Williamson stated the Annual Continuing Education for board members will be scheduled in December. Mr. Williamson stated that questions recently came up from a sign company about the size limits of wall signs for large industrial buildings. Mr. Williamson informed the Commission that he welcomed any comments if they thought the size limit was of concern.

VII. ADJOURNMENT

Mr. Jordan made a motion to adjourn. Mr. Kueny seconded the motion. All were in favor.

A quorum of Council may be present.

No discussion or action on the part of Council will be taken.



**DRAFT MINUTES
ZONING BOARD OF APPEALS
CAYCE CITY HALL
1800 12TH STREET, CAYCE SC
Monday, November 19, 2018
6:00 PM**

I. CALL TO ORDER

The meeting was called to order at 6:00 pm by Chair Robert McLeod. Members present were Robert McArver, Jason Simpson and Russ Vickery. Robin DiPietro was absent excused. Staff present were Carroll Williamson and Monique Ocean.

II. APPROVAL OF MINUTES

Mr. McArver made a motion to approve the minutes of the September 17, 2018, meeting. Mr. Simpson seconded the motion. All were in favor.

III. STATEMENT OF NOTIFICATION

Ms. Ocean confirmed that the media and public had been informed of the meeting.

IV. PUBLIC HEARING – Variance Request No.002-18

The property owner is requesting a variance from the **Zoning Ordinance Section 6.7 Table 3 Schedule of Lot Area, Setbacks & Lot Coverage, by Zoning Districts** to reduce the required rear yard setback (25 feet) in the M-1 (Light Industrial) zoning district. The property is located at 615 Frink Street (TMS# 005767-07-003).

a. Opening Statement

Mr. Thomas Bryant came before the Board as the applicant to discuss his request for the variance. Mr. Bryant explained that he desired to subdivide the property in order to sell the portion containing the duplex. Mr. Bryant explained that his request for subdivision was denied by the Planning Director because subdivision of the property would cause the duplex and the Bryant Heating and Air Company building to impinge on the required rear yard setbacks. Mr. Bryant explained to the Board that the buildings were built before the current zoning ordinance. Mr. Bryant stated he is asking to reduce the rear yard setback to 9 feet instead of the ordinance requirement.

b. Public Testimony

There was no one present to speak for or against the variance request.

c. Adjourn Hearing

With no further discussion, the hearing was adjourned.

V. MOTION – Variance Request No. 002-18

With the conclusion made that the requirements to grant the variance to reduce the required rear yard setbacks were met, Mr. Simpson made a motion to grant Variance 002-18. Mr. Vickery second the motion. All were in favor.

VI. NEW BUSINESS

Mr. Williamson gave tentative dates for the upcoming Annual Continuing Education.

VII. ADJOURNMENT

Mr. Vickery made a motion to adjourn. Mr. Simpson seconded the motion. All were in favor.

**A quorum of Council may be present.
No discussion or action on the part of Council will be taken.**

All open positions will be advertised on the City's website and Facebook page.

COUNCIL ACTION REQUIRED

EVENTS COMMITTEE – ONE (1) POSITION

The City has received a potential member application from Mr. Tevin Spruill. Mr. Spruill attended the January Events Committee and the Committee unanimously voted to recommend him for appointment. His potential member application is attached for Council's review.

NO COUNCIL ACTION REQUIRED

The following positions have been postponed by Council until receipt of potential member applications.

ACCOMMODATIONS TAX COMMITTEE – THREE (3) POSITIONS

Dr. Pete Cassidy was the Chairperson of the Accommodations Tax Committee, he passed away in August 2018. Mr. John Hert resigned from the committee in March 2018 after serving for 16 years. The other open position must be filled by someone from the motel industry in Cayce.

CONSOLIDATED BOARD OF APPEALS – TWO (2) POSITIONS

Members who serve on this Board must be either an Engineer, Contractor, Architect or Design Professional. There are no recommendations at this time.

EVENTS COMMITTEE – THREE (3) POSITIONS

Mr. Vi'Dual Futch, Ms. Adaylia Stark and Ms. Sarah Donnelley no longer live in the City.

BEAUTIFICATION FOUNDATION – ONE (1) POSITION

The Foundation has no recommendation at this time.

PLANNING COMMISSION – TWO (2) POSITIONS

Mr. John Raley and Mr. Butch Broehm recently passed away. The Commission has no recommendation at this time/

PUBLIC SAFETY FOUNDATION – FOUR (4) POSITIONS

The Foundation has no recommendations at this time.

CITY OF CAYCE POTENTIAL MEMBER APPLICATION

Name: Tevin Spruill
Home Address: 515 Spencer Pl Apt 114 City, State, Zip Cayce SC 29033
Telephone: 803-556-3263 E-Mail: tevin.spruill@gmail.com
Resident of Cayce: Yes No Number of Years: 2

Please indicate the Committee(s) for which you are applying:

- | | | |
|--|--|--|
| <input type="checkbox"/> Accommodations Tax Committee | <input type="checkbox"/> Cayce Housing Authority | <input checked="" type="checkbox"/> Events Committee |
| <input type="checkbox"/> Consolidated Board of Appeals | <input type="checkbox"/> Municipal Election Comm | <input type="checkbox"/> Museum Commission |
| <input type="checkbox"/> Planning Commission | <input type="checkbox"/> Board of Zoning Appeals | <input checked="" type="checkbox"/> <u>Beau Foundation</u> |

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: AMT Kids Piedmont Position: Shift Supervisor
Address: 20238 Hwy 72 E City, State, Zip Clinton, SC 29325
Telephone: 804-833-4505 E-Mail: N/A
Work Experience: Harmony Youth Program (Internship)

Educational Background: Benedict College (BSW); Strayer Uni. (MBA) - Currently enrolled

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

Phi Mu Alpha Sinfonia Music Fraternity of America
Volunteer Work: Friendship Baptist Church; Benedict College Social Work department
Hobbies: Photography

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

use by the Company or any designee, with any necessary right of access thereto; and to use those facilities to conduct an electric and/or gas business, and any other business or businesses which may be lawfully conducted using the permitted facilities. As required by federal law, the Company may allow pole attachments for cable systems or other telecommunications carriers. It is the responsibility of the cable systems or other telecommunication carriers to secure any necessary easements or permits for their attachments. Nothing herein shall prohibit the City from requesting a franchise agreement from any cable system or telecommunication carriers.

Section 3

Any street, alley, bridge, right-of-way or other public place used by the Company shall not be obstructed longer than necessary during its work of construction or repair, and shall be restored to the same good order and condition as when said work was commenced. No part of any street, alley, bridge, right-of-way, or other public place of the City, including any public drain, sewer, catch basin, water pipe, pavement or other public improvement, shall be injured. However, should any such damage occur due to Company's failure to use due care, the Company shall repair the same as promptly as possible after notice from the City, and, in default thereof, the City may make such repairs and charge the reasonable cost thereof to and collect the same from the Company. The Company shall save the City harmless from all liability or damage (including judgment, decrees, and legal court costs) resulting from its failure to use due care in the exercise of the privileges hereby granted or of its rights under this Section.

Section 4

Upon approval of this Franchise Agreement and the franchise agreement between Mid-Carolina Electric Cooperative, Inc. ("Mid-Carolina Electric") and the City in accordance with the terms of the Agreement Concerning Electric Service Rights Between Mid-Carolina Electric Cooperative and South Carolina Electric & Gas Company, dated September 19, 2018 ("Electric Service Rights Agreement"), and amended _____, 201_, the Company shall have electric service rights to the parcels shaded in red on Exhibit A, and Mid-Carolina Electric shall have

electric service rights to the parcels shaded in green on Exhibit A, provided, however, that:

- A. The Company may continue to provide electric service to any building or structure to which it is already providing electric service as of the effective date of the Franchise Agreements until such building or structure is removed, torn down, razed to the ground, or demolished, even if Exhibit A provides electric service rights for the parcel on which the building or structure is located to Mid-Carolina Electric; and Mid-Carolina Electric may continue to provide electric service to any building or structure to which it is already providing electric service as of the effective date of the Franchise Agreements until such building or structure is removed, torn down, razed to the ground, or demolished, even if Exhibit A provides electric service rights for the parcel on which the building or structure is located to the Company. After any building or structure that is being served by Mid-Carolina Electric or the Company pursuant to the terms of this Subsection 4(A) is removed, torn down, razed to the ground, or demolished, the service rights designation in Exhibit A shall be the sole determining factor as to whether Mid-Carolina Electric or the Company has the right to provide electric service to any future replacement building or structure within that parcel.
- B. Where any new building or structure is constructed so that part of the building or structure resides on a red parcel in Exhibit A and part of the building or structure resides on a green parcel of Exhibit A, the customer, in its sole discretion, may choose whether the Company or Mid-Carolina Electric provides electric service to such new building or structure.
- C. Upon any future annexation by the City, the Company shall have electric service rights to those annexed parcels assigned to it by the Public Service Commission of South Carolina prior to the annexation, and Mid-Carolina Electric shall have electric service rights to those annexed parcels assigned to it by the Public Service Commission of South Carolina prior to the annexation.

- D. If the City Council does not approve this Franchise Agreement and the franchise agreement with Mid-Carolina Electric pursuant to the terms of the Electric Service Rights Agreement, the Electric Service Rights Agreement shall be considered terminated, null, and void.

Section 5

The Company shall:

A. Construct and extend its electric system within the present and/or extended City limits and have the right to connect new services in the parcels shaded in red on Exhibit A and in newly annexed parcels assigned to the Company by the Public Service Commission of South Carolina prior to the annexation, and supply standard electric service at standard voltages under rates and general terms and conditions as authorized by law; and construct and extend its gas system within the present and/or extended City limits and furnish gas, if available, to the City and applicants residing therein upon request, under rates and general terms and conditions as authorized by law.

B. If requested by the City, install underground electric distribution and service lines in new residential subdivisions of twenty-five lots or more in the City under terms and conditions customarily applicable with respect to aid to construction.

C. Furnish, install, operate, and when called upon, expand and maintain all of the electric street lighting system (to include both lighting fixtures and poles) and service along the streets, highways, alleys and public places of the City, as said system may be hereafter installed and/or changed by order of the City, in accordance with the terms and provisions of this franchise. All materials furnished shall be of standard quality and kind, and shall meet the requirements of good street lighting practice.

D. Make changes in the location of the street lighting system covered by this franchise upon written request of the City.

E. Render to the City a bill each month for the street lighting service furnished hereunder during the preceding month, in accordance with the provisions of this Franchise Ordinance.

F. Maintain at its own expense a system for repairing the street lighting system in use. The Company, upon receiving official notice that there is a defective standard fixture or pole, shall within five (5) days repair or replace the same.

Section 6

The City shall:

A. During the period covered by this Franchise Ordinance, and in all areas of the City served by Company or in which Company is authorized by law to serve, take from the Company any electric street lighting service and other City electric and gas services.

B. Pay monthly, within twenty-five (25) days after receipt, a proper bill from the Company for the preceding month's service in accordance with the amounts provided for in approved tariffs.

C. Accept the street lighting system as it exists on the effective date of this Franchise Ordinance.

D. For any street lighting service provided to the City by the Company, pay the Company at the municipal rate schedule approved by the Public Service Commission of South Carolina applicable to that lighting fixture and pole, including underground rates. If no applicable municipal rate is available for any fixture and pole at the time of billing, then the City shall pay the full and applicable non-municipal rate for such fixture(s) and pole(s).

E. Notify the Company in writing of areas annexed into the City, including with the notification: (1) accurate maps, (2) tax map numbers, and (3) street addresses of all locations in the annexed areas so that newly annexed customers may be subject to franchise fees. Such notification is a precondition to franchise fee payments by the Company on those accounts. In

addition, the City shall promptly update its municipal boundary maps with its County Geographical Information Systems (GIS) Office.

F. Upon annexation, pay to the Company for street lighting service to customers subject to the annexation at the municipal rate schedule approved by the Public Service Commission of South Carolina applicable to that lighting fixture and pole, including underground rates. If no applicable municipal rate is available for any fixture and pole at the time of billing, then the City shall pay the full and applicable non-municipal rate for such fixture(s) and pole(s).

Section 7

The Company may supply any form of gas containing approximately one thousand (1,000) BTUs per cubic foot, and its obligation in respect thereto shall continue only so long as it is able to obtain an adequate supply of such gas satisfactory for service hereunder, provided however, that in the receipt of such gas, customers within the City, including the City, shall enjoy rights equal to other similarly situated customers served by the Company.

Section 8

The City and the Company agree that:

A. All work performed within the municipal limits by the Company or its contractors shall be in accordance with the National Electric Safety Code and the applicable electric and gas rules and regulations, as adopted by the Public Service Commission of South Carolina.

B. The records of the Company pertaining to the electric street lighting system are to be accepted as full and final proof of the existence and configuration of the same, that system being hereinafter referred to as the "Street Lighting System."

C. Where lighting units of a different type and character than those now included in the Street Lighting System are desired by the City, a new unit charge and specification shall be agreed upon which will apply to such lighting units and which thereafter shall become a part hereof.

D. Except as otherwise provided herein, the City shall have the right at any time to order the installation of new fixtures and poles in new areas of the City.

E. The City shall have access at all reasonable times to maps, records, and rates relating to the Street Lighting System in the City.

F. Subject to applicable rates and terms and conditions, throughout the life of the franchise the Company will supply to the City, and the City agrees that it will purchase from the Company, electric energy and gas required by the City for its own use including traffic signal lighting, street lighting, lighting and power for public buildings, pumping stations, or other installations now owned or hereafter constructed or acquired by the City and for all other uses in all areas served by or to be served by the Company, as allowed by law. However, should the City request that the Company provide electric service to any of its facilities utilizing an alternative energy facility owned by the City, the Company will consent to such a request so long as the energy from that facility is allowed by and subject to a rate schedule approved by the Public Service Commission of South Carolina, provided however that the Company's consent is not required if neither the City's facility nor the alternative energy facility is interconnected to the Company's system. If the City receives service from such an alternative energy facility, then the Company shall have the right to change the terms and conditions under which it provides any remaining services to City facilities.

G. The Company shall charge and the City shall pay to the Company monthly for all electric and gas energy furnished by the Company for miscellaneous light and power and/or gas services under this franchise in accordance with rates and tariffs and terms and conditions as established by law.

H. None of the electric or gas energy furnished hereunder shall be sold, disposed of, or exchanged by the City to others without the expressed written consent of the Company.

I. The electric or gas energy hereunder is not guaranteed or warranted to be free from minor interruptions or from major outages or electrical surges beyond the control of the Company.

Section 9

All work upon the streets and public places of the City shall be done under the general supervision of the Mayor and Council (or other legally constituted governing body) of the City, and all sidewalks or street pavements or street surfaces which may be displaced by reason of such work shall be properly replaced and relayed by the Company, its successors and assigns, to the reasonable requirements of the Mayor and Council (or other legally constituted governing body) of the City.

Section 10

The Company shall, as to all other conditions and elements of service not fixed herein, be and remain subject to the reasonable rules and regulations of the Public Service Commission of South Carolina or its successors, applicable to electric & gas service in the City.

Section 11

A. As payment for the right to provide electric and gas services, and any other services as may be permitted under this Franchise Ordinance, in the succeeding calendar year, the Company shall pre-pay into the Treasury of the City, on the first business day of July each year, beginning with the year 2019, a sum of money (the "Franchise Fee") equal to five percent (5%) of the gross sales revenue accruing to the Company during the preceding calendar year from all residential and commercial sales of electricity and gas in the municipality and all wheeling or transportation service to such customers within the corporate limits of the City, not including sales made under legally authorized special sales programs which allow the Company to reduce prices to meet customers' competitive energy prices. To change the percentage of the revenue on which the Franchise Fee is calculated, the City must both (1) amend this Franchise Ordinance by means of an Amendatory Ordinance solely addressed to that purpose, and (2) provide the

Company written notice including an attested copy of the Amendatory Ordinance at least ninety (90) days prior to the next Franchise Fee payment due date. So long as both conditions are met, the increase will apply to the next Franchise Fee payment due from the Company and the recovery of the higher fee will begin during the calendar year for which the Franchise Fee applies. During the term of this Franchise Ordinance, the percentage of the revenue on which the Franchise Fee is based shall not exceed the highest percentage paid by the Company to any other town or city under a franchise agreement. Any other revenue accruing to the Company in the municipality may be subject to other fees and/or business license taxes as appropriate.

B. Subject to Section 11(A) above, the City's right to receive franchise fees as provided for herein shall be in lieu of all occupation, license, excise and special franchise taxes and fees of the City for the Company's sale of electric energy and natural gas within the City, and shall be in full payment of all money demands, charges, or fees of any nature whatsoever imposed by the City for the Company's sale of electric energy and natural gas within the City, except ad valorem taxes on property. The Company may at its option pay and deduct from its franchise fee payments any amount that shall be required or exacted from the Company for the benefit of the City other than ad valorem taxes on property.

C. It is expressly understood that all franchise fees or other payments imposed by the City on the Company shall be collected from customers of the Company within the municipal boundaries, as is presently provided for in the orders of the Public Service Commission of South Carolina applicable to the Company. From time to time, but no more than once a year and no less than once every three years, the Company will provide the City a list of service addresses to which franchise fees are being applied (the "List"). The City shall have sixty (60) days from receipt to verify that all addresses included on the List are accurate and that no addresses are missing. Unless the City notifies the Company of any error: (1) the City shall be required to reimburse the Company for any Franchise Fee refund based on an address incorrectly included on the List; (2) the Company shall not be responsible for Franchise Fees for any service addresses not included

on the List. Reimbursement shall be made to the Company within sixty (60) days of receipt of request by the City or the Company may agree, in its sole discretion, to deduct the amounts owed under this Subsection from the next Franchise Fee payment to the City. This information is confidential and proprietary and shall not be disclosed to any third party under the Freedom of Information Act or otherwise without a court order or the Company's prior written consent.

D. The City hereby levies, and the Company may collect and transmit to the City, a franchise fee on electricity and gas sold by third parties to customers within the City using the Company lines, or facilities; said fee is to be in all respects equivalent to the franchise fees established herein plus a proportional share of all other payments to the City, or to the Non-Standard Service Fund established hereunder, which the Company is obligated to make on whatever basis during the life of this franchise.

E. Should the City itself ever at any time construct, purchase, lease, acquire, own, hold or operate an electric or gas distribution system to provide electric and gas service within the City, then the payment of percentages of gross sales revenue herein provided to be paid by the Company, shall abate, cease and no longer be due and no other fee for the franchise rights shall be required.

Section 12

The City and Company further agree that:

A. In addition to the requirements above, the City may require the Company to convert overhead distribution and service lines to underground lines or other non-standard service to existing customers ("Non-Standard Service"), including the use of special equipment or facilities or the use of special landscaping or screening of facilities, within the municipal limits of City, to the extent that the cost of such Non-Standard Service can be defrayed by the Non-Standard Service Fund provided for in this Section. The costs of Non-Standard Service are defined as those costs which exceed the costs of standard service. Underground distribution and/or service wires

to new customers, whether residential or commercial, shall not be included in the definition of Non-Standard Service for the purposes of this Section.

B. The Non-Standard Service Fund (hereinafter, the "Fund") shall be established pursuant to the terms of this Ordinance and shall be used to defray the costs of Non-Standard Service.

C. Each year the Company shall designate to the Fund an amount equivalent to fifty basis points (0.50%) applied to the Company's gross revenue from electric service utilized in Section 11, that being the same amount of electric revenue that is used in computing its municipal franchise fee payment for that year. (The "Company Match" to the Fund.) This designation shall occur simultaneously with the payment of the franchise fee for the year in question and shall be in addition to the franchise fee. The Company Match funds shall remain on deposit with the Company and be paid out by the Company on a one to one basis with the City matching funds as needed to defray costs of Non-Standard Service. Unexpended amounts of the Company Match not used in a given year shall remain designated to the Fund, provided that the amount of Company Match designated to the Fund shall never exceed the sum of the matches for the most recent five (5) years.

D. The City shall designate as the City's matching funds an amount equal to fifty basis points (0.50%) applied to the electric revenue subject to franchise fee charges for that year. The City's matching funds shall remain on deposit with the City and be paid out on a one to one basis with the Company Match funds to defray the cost of Non-Standard Service. Unexpended fund balances will carry over from year to year, provided that the amount of the City's match designated to the Fund shall never exceed the sum of the matches for the most recent five (5) years.

E. For any Non-Standard Service project involving more than twenty-four (24) existing customers, the City may designate an underground utility district ("Underground Utility District") wherein Non-Standard Service will be provided, and at its option may conduct a referendum or petition in that district to determine whether the project should go forward. After an Underground

Utility District has been designated and the Non-Standard Service project approved by that District, but prior to commencement of construction for the Non-Standard Service project, the City shall, by ordinance pursuant to S.C. Code Ann. § 6-1-330, as amended, authorize the collection of a fee from the property owners of each parcel within the District (the "Underground Utility Fee"). The Underground Utility Fee shall be applied to all of Company's accounts for electricity within the boundaries of the Underground Utility District. The total of such Underground Utility Fee, the Franchise Fee in Section 11(A) and any other fee provided for in Section 11 will not exceed 7% of a customer's total bill for electricity. The Underground Utility Fee shall be applied beginning with the commencement of construction of the project for a definite time not to exceed ten (10) years. Proceeds shall be paid into the Fund, provided that the Fund has paid for the construction of the Non-Standard Service within the Underground Utility District. If the City or the Company advanced funds for the Non-Standard Service in the Underground Utility District, the Underground Utility Fee shall be used to reimburse the City or the Company as appropriate on a monthly basis following recovery of same from the customers. The cost of borrowing funds from the Company to pay for the Non-Standard Service in the Underground Utility District shall be included in the reimbursement. The Company's weighted average cost of capital as filed with the Public Service Commission of South Carolina would apply to any amounts advanced by the Company.

F. The amounts designated for the Fund shall be used exclusively to defray the reasonable and necessary costs of planning, designing, permitting and/or constructing the electric utility projects involving Non-Standard Service.

G. Costs for Non-Standard Service projects shall be paid from amounts designated to the Fund as incurred. The Company shall be required to undertake Non-Standard Service projects in the City only to the extent that balances designated to the Fund are reasonably projected to be adequate to cover the costs of the projects as they are incurred.

H. The City shall establish, in consultation with the Company, priorities for Non-Standard Service projects. Projects which maintain system reliability, and/or improve system

safety, shall have priority over all other non-standard service projects. All Non-Standard Service projects shall conform to good utility practices as to reliability and safety.

I. The City shall use best efforts to acquire all necessary right-of-way, transformer sites, or other use and access rights for Non-Standard Service projects. Within three (3) months of completion of an overhead to underground conversion project, the Company shall remove overhead facilities and the City shall remove and require other utilities and third parties, if any, to remove their facilities from the Company's poles and shall require property owners to connect to the underground facilities.

Section 13

This Franchise Ordinance is subject to the constitution and laws of the State of South Carolina.

Section 14

This Franchise Ordinance shall not become effective until accepted in writing by the Company, which shall be within thirty (30) days from the date of its ratification by the City and on the same date that the Franchise Ordinance for Mid-Carolina Electric becomes effective. The terms, obligations and rights granted by this Franchise Ordinance, when accepted by the Company, shall constitute a contract between the City and the Company, and shall be in full force and effect for a term of thirty (30) years from the effective date. Upon acceptance by the Company in writing, this Franchise Ordinance supersedes and replaces Electric and Gas Franchises which became effective on November 15, 1999, and were later amended by Ordinance Numbers 2017-08 and 2017-09, which were adopted on September 5, 2017.

Section 15

The rights hereunder accrue exclusively to the parties, their successors and assigns. It is the express intent of the parties that this Franchise Ordinance shall not create any rights in third parties.

Ratified in City Council this
___ day of _____, 20__.

(originally signed by:) _____
Elise Partin, Mayor

ATTEST:
(originally signed by:) _____
Clerk of Council

ACCEPTANCE of the franchises granted by the within Ordinance acknowledged by SOUTH CAROLINA ELECTRIC & GAS COMPANY, THIS _____ DAY OF _____, 20__.

SOUTH CAROLINA ELECTRIC & GAS COMPANY

(originally signed by) _____
W. Keller Kissam,
President & Chief Operating Officer

ATTEST:

Gina S. Champion,
Its Corporate Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON/RICHLAND) ORDINANCE NO. 2018-15
CITY OF CAYCE

ORDINANCE (“FRANCHISE ORDINANCE” OR “AGREEMENT”) TO GRANT TO SOUTH CAROLINA ELECTRIC & GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, THE NON-EXCLUSIVE RIGHT, POWER AND AUTHORITY TO ERECT AND TO INSTALL, MAINTAIN, AND OPERATE ON, ALONG, ACROSS, IN, OVER, ABOVE, UPON AND UNDER THE STREETS, ALLEYS AND OTHER PUBLIC PLACES OF THE CITY: (1) ELECTRIC LINES, POLES, WIRES, GUYS, PUSH BRACES, TRANSFORMERS AND APPURTENANT FACILITIES; (2) GAS MAINS, PIPES AND SERVICES AND OTHER APPURTENANT FACILITIES; AND (3) COMMUNICATION LINES AND FACILITIES FOR ~~ANY PURPOSE AND ANY~~ USE BY THE COMPANY OR ANY DESIGNEE, TOGETHER WITH ANY NECESSARY RIGHT OF ACCESS THERETO, FOR SUCH PERIOD AS THE SAME IS NEEDED BY THE COMPANY TO RENDER SERVICE TO ITS CUSTOMERS IN THE CITY OF CAYCE, SOUTH CAROLINA FROM THOSE FACILITIES; TO SET THE AMOUNT OF FRANCHISE FEE TO BE PAID BY SOUTH CAROLINA ELECTRIC & GAS COMPANY TO THE CITY; IF SO REQUIRED, TO LEVY FRANCHISE FEES ON THIRD PARTIES SELLING ELECTRICITY OR GAS USING SCE&G'S ELECTRIC OR GAS SYSTEMS; TO ALLOW FOR THE ESTABLISHMENT OF A FUND AND UNDERGROUND UTILITY DISTRICTS FOR ELECTRIC NON-STANDARD SERVICE; BE IT ORDAINED BY THE MAYOR AND COUNCIL OF CAYCE IN CITY COUNCIL ASSEMBLED:

Section 1

Wherever the word "Company" appears in this Franchise Ordinance, it is hereby to designate, and shall be held to refer to South Carolina Electric & Gas Company, a corporation duly authorized and doing business pursuant to the laws of the State of South Carolina, its successors and assigns.

Section 2

The non-exclusive right, power and authority is hereby granted and vested in the Company to erect and to install, maintain and operate on, along, across, in, over, above, upon and under the streets, alleys, bridges, rights-of-way and other public places of the City: (1) electric lines, poles, wires, guys, push braces, transformers and other appurtenant facilities; (2) gas mains, pipes and services and other appurtenant facilities; and (3) communication lines and facilities for

~~any purpose and any~~ use by the Company or any designee, with any necessary right of access thereto; and to use those facilities to conduct an electric and/or gas business, and any other business or businesses which may be lawfully conducted using the permitted facilities. As required by federal law, the Company may allow pole attachments for cable systems or other telecommunications carriers. It is the responsibility of the cable systems or other telecommunication carriers to secure any necessary easements or permits for their attachments. Nothing herein shall prohibit the City from requesting a franchise agreement from any cable system or telecommunication carriers.

Section 3

Any street, alley, bridge, right-of-way or other public place used by the Company shall not be obstructed longer than necessary during its work of construction or repair, and shall be restored to the same good order and condition as when said work was commenced. No part of any street, alley, bridge, right-of-way, or other public place of the City, including any public drain, sewer, catch basin, water pipe, pavement or other public improvement, shall be injured. However, should any such damage occur due to Company's failure to use due care, the Company shall repair the same as promptly as possible after notice from the City, and, in default thereof, the City may make such repairs and charge the reasonable cost thereof to and collect the same from the Company. The Company shall save the City harmless from all liability or damage (including judgment, decrees, and legal court costs) resulting from its failure to use due care in the exercise of the privileges hereby granted or of its rights under this Section.

Section 4

Upon approval of this Franchise Agreement and the franchise agreement between Mid-Carolina Electric Cooperative, Inc. ("Mid-Carolina Electric") and the City in accordance with the terms of the Agreement Concerning Electric Service Rights Between Mid-Carolina Electric Cooperative and South Carolina Electric & Gas Company, dated September 19, 2018 ("Electric Service Rights Agreement"), and amended _____, 201 , the Company shall have electric

service rights to the parcels shaded in red on Exhibit A, and Mid-Carolina Electric shall have electric service rights to the parcels shaded in green on Exhibit A, provided, however, that:

- A. The Company may continue to provide electric service to any building or structure to which it is already providing electric service as of the effective date of the Franchise Agreements until such building or structure is removed, torn down, razed to the ground, or demolished, even if Exhibit A provides electric service rights for the parcel on which the building or structure is located to Mid-Carolina Electric; and Mid-Carolina Electric may continue to provide electric service to any building or structure to which it is already providing electric service as of the effective date of the Franchise Agreements until such building or structure is removed, torn down, razed to the ground, or demolished, even if Exhibit A provides electric service rights for the parcel on which the building or structure is located to the Company. After any building or structure that is being served by Mid-Carolina Electric or the Company pursuant to the terms of this Subsection 4(A) is removed, torn down, razed to the ground, or demolished, the service rights designation in Exhibit A shall be the sole determining factor as to whether Mid-Carolina Electric or the Company has the right to provide electric service to any future replacement building or structure within that parcel.
- B. Where any new building or structure is constructed so that part of the building or structure resides on a red parcel in Exhibit A and part of the building or structure resides on a green parcel of Exhibit A, the customer, in its sole discretion, may choose whether the Company or Mid-Carolina Electric provides electric service to such new building or structure.
- C. Upon any future annexation by the City, the Company shall have electric service rights to those annexed parcels assigned to it by the Public Service Commission of South Carolina prior to the annexation, and Mid-Carolina Electric shall have electric service rights to those annexed parcels assigned to it by the Public Service

Commission of South Carolina prior to the annexation.

- D. If the City Council does not approve this Franchise Agreement and the franchise agreement with Mid-Carolina Electric pursuant to the terms of the Electric Service Rights Agreement, the Electric Service Rights Agreement shall be considered terminated, null, and void.

Section 5

The Company shall:

A. Construct and extend its electric system within the present and/or extended City limits and have the right to connect new services in the parcels shaded in red on Exhibit A and in newly annexed parcels assigned to the Company by the Public Service Commission of South Carolina prior to the annexation, and supply standard electric service at standard voltages under rates and general terms and conditions as authorized by law; and construct and extend its gas system within the present and/or extended City limits and furnish gas, if available, to the City and applicants residing therein upon request, under rates and general terms and conditions as authorized by law.

B. If requested by the City, install underground electric distribution and service lines in new residential subdivisions of twenty-five lots or more in the City under terms and conditions customarily applicable with respect to aid to construction.

C. Furnish, install, operate, and when called upon, expand and maintain all of the electric street lighting system (to include both lighting fixtures and poles) and service along the streets, highways, alleys and public places of the City, as said system may be hereafter installed and/or changed by order of the City, in accordance with the terms and provisions of this franchise. All materials furnished shall be of standard quality and kind, and shall meet the requirements of good street lighting practice.

D. Make changes in the location of the street lighting system covered by this franchise upon written request of the City.

E. Render to the City a bill each month for the street lighting service furnished hereunder during the preceding month, in accordance with the provisions of this Franchise Ordinance.

F. Maintain at its own expense a system for repairing the street lighting system in use. The Company, upon receiving official notice that there is a defective standard fixture or pole, shall within five (5) days repair or replace the same.

Section 6

The City shall:

A. During the period covered by this Franchise Ordinance, and in all areas of the City served by Company or in which Company is authorized by law to serve, take from the Company any electric street lighting service and other City electric and gas services ~~from the Company during the period covered by this Franchise Ordinance in all areas of the City served by Company or in which Company is authorized by law to serve.~~

B. Pay monthly, within twenty-five (25) days after receipt, a proper bill from the Company for the preceding month's service in accordance with the amounts provided for in approved tariffs.

C. Accept the street lighting system as it exists on the effective date of this Franchise Ordinance.

D. For any street lighting service provided to the City by the Company, pay the Company ~~for street lighting service~~ at the municipal rate schedule approved by the Public Service Commission of South Carolina applicable to that lighting fixture and pole, including underground rates. If no applicable municipal rate is available for any fixture and pole at the time of billing, then the City shall pay the full and applicable non-municipal rate for such fixture(s) and pole(s).

E. Notify the Company in writing of areas annexed into the City, including with the notification: (1) accurate maps, (2) tax map numbers, and (3) street addresses of all locations in the annexed areas so that newly annexed customers may be subject to franchise fees. Such notification is a precondition to franchise fee payments by the Company on those accounts. In addition, the City shall promptly update its municipal boundary maps with its County Geographical Information Systems (GIS) Office.

F. Upon annexation, pay to the Company for street lighting service to customers subject to the annexation at the municipal rate schedule approved by the Public Service Commission of South Carolina applicable to that lighting fixture and pole, including underground rates. If no applicable municipal rate is available for any fixture and pole at the time of billing, then the City shall pay the full and applicable non-municipal rate for such fixture(s) and pole(s).

Section 7

The Company may supply any form of gas containing approximately one thousand (1,000) BTUs per cubic foot, and its obligation in respect thereto shall continue only so long as it is able to obtain an adequate supply of such gas satisfactory for service hereunder, provided however, that in the receipt of such gas, customers within the City, including the City, shall enjoy rights equal to other similarly situated customers served by the Company.

Section 8

The City and the Company agree that:

A. All work performed within the municipal limits by the Company or its contractors shall be in accordance with the National Electric Safety Code and the applicable electric and gas rules and regulations, as adopted by the Public Service Commission of South Carolina.

B. The records of the Company pertaining to the electric street lighting system are to be accepted as full and final proof of the existence and configuration of the same, that system being hereinafter referred to as the "Street Lighting System."

C. Where lighting units of a different type and character than those now included in the Street Lighting System are desired by the City, a new unit charge and specification shall be agreed upon which will apply to such lighting units and which thereafter shall become a part hereof.

D. Except as otherwise provided herein, the City shall have the right at any time to order the installation of new fixtures and poles in new areas of the City.

E. The City shall have access at all reasonable times to maps, records, and rates relating to the Street Lighting System in the City.

F. Subject to applicable rates and terms and conditions, throughout the life of the franchise the Company will supply to the City, and the City agrees that it will purchase from the Company, electric energy and gas required by the City for its own use including traffic signal lighting, street lighting, lighting and power for public buildings, pumping stations, or other installations now owned or hereafter constructed or acquired by the City and for all other uses in all areas served by or to be served by the Company, as allowed by law. However, should the City request that the Company provide electric service to any of its facilities utilizing an alternative energy facility owned by the City, the Company will consent to such a request so long as the energy from that facility is allowed by and subject to a rate schedule approved by the Public Service Commission of South Carolina, provided however that the Company's consent is not required if neither the City's facility nor the alternative energy facility is interconnected to the Company's system. If the City receives service from such an alternative energy facility, then the Company shall have the right to change the terms and conditions under which it provides any remaining services to City facilities.

G. The Company shall charge and the City shall pay to the Company monthly for all electric and gas energy furnished by the Company for miscellaneous light and power and/or gas services under this franchise in accordance with rates and tariffs and terms and conditions as established by law.

H. None of the electric or gas energy furnished hereunder shall be sold, disposed of, or exchanged by the City to others without the expressed written consent of the Company.

I. The electric or gas energy hereunder is not guaranteed or warranted to be free from minor interruptions or from major outages or electrical surges beyond the control of the Company.

Section 9

All work upon the streets and public places of the City shall be done under the general supervision of the Mayor and Council (or other legally constituted governing body) of the City, and all sidewalks or street pavements or street surfaces which may be displaced by reason of such work shall be properly replaced and relayed by the Company, its successors and assigns, to the reasonable requirements of the Mayor and Council (or other legally constituted governing body) of the City.

Section 10

The Company shall, as to all other conditions and elements of service not fixed herein, be and remain subject to the reasonable rules and regulations of the Public Service Commission of South Carolina or its successors, applicable to electric & gas service in the City.

Section 11

A. As payment for the right to provide electric and gas services, and any other services as may be permitted under this Franchise Ordinance, in the succeeding calendar year, the Company shall pre-pay into the Treasury of the City, on the first business day of July each year, beginning with the year 2019, a sum of money (the "Franchise Fee") equal to five percent (5%) of the gross sales revenue accruing to the Company during the preceding calendar year from all residential and commercial sales of electricity and gas in the municipality and all wheeling or transportation service to such customers within the corporate limits of the City, not including sales made under legally authorized special sales programs which allow the Company to reduce prices to meet customers' competitive energy prices. To change the percentage of the revenue

on which the Franchise Fee is calculated, the City must both (1) amend this Franchise Ordinance by means of an Amendatory Ordinance solely addressed to that purpose, and (2) provide the Company written notice including an attested copy of the Amendatory Ordinance at least ninety (90) days prior to the next Franchise Fee payment due date. So long as both conditions are met, the increase will apply to the next Franchise Fee payment due from the Company and the recovery of the higher fee will begin during the calendar year for which the Franchise Fee applies. During the term of this Franchise Ordinance, the percentage of the revenue on which the Franchise Fee is based shall not exceed the highest percentage paid by the Company to any other town or city under a franchise agreement. Any other revenue accruing to the Company in the municipality may be subject to other fees and/or business license taxes as appropriate.

B. Subject to Section 11(A) above, the City's right to receive franchise fees as provided for herein shall be in lieu of all occupation, license, excise and special franchise taxes and fees of the City for the Company's sale of electric energy and natural gas within the City, and shall be in full payment of all money demands, charges, or fees of any nature whatsoever imposed by the City for the Company's sale of electric energy and natural gas within the City, except ad valorem taxes on property. The Company may at its option pay and deduct from its franchise fee payments any amount that shall be required or exacted from the Company for the benefit of the City other than ad valorem taxes on property.

C. It is expressly understood that all franchise fees or other payments imposed by the City on the Company shall be collected from customers of the Company within the municipal boundaries, as is presently provided for in the orders of the Public Service Commission of South Carolina applicable to the Company. From time to time, but no more than once a year and no less than once every three years, the Company will provide the City a list of service addresses to which franchise fees are being applied (the "List"). The City shall have sixty (60) days from receipt to verify that all addresses included on the List are accurate and that no addresses are missing. Unless the City notifies the Company of any error: (1) the City shall be required to reimburse the

Company for any Franchise Fee refund based on an address incorrectly included on the List; (2) the Company shall not be responsible for Franchise Fees for any service addresses not included on the List. Reimbursement shall be made to the Company within sixty (60) days of receipt of request by the City or the Company may agree, in its sole discretion, to deduct the amounts owed under this Subsection from the next Franchise Fee payment to the City. This information is confidential and proprietary and shall not be disclosed to any third party under the Freedom of Information Act or otherwise without a court order or the Company's prior written consent.

D. The City hereby levies, and the Company may collect and transmit to the City, a franchise fee on electricity and gas sold by third parties to customers within the City using the Company lines, or facilities; said fee is to be in all respects equivalent to the franchise fees established herein plus a proportional share of all other payments to the City, or to the Non-Standard Service Fund established hereunder, which the Company is obligated to make on whatever basis during the life of this franchise.

E. Should the City itself ever at any time construct, purchase, lease, acquire, own, hold or operate an electric or gas distribution system to provide electric and gas service within the City, then the payment of percentages of gross sales revenue herein provided to be paid by the Company, shall abate, cease and no longer be due and no other fee for the franchise rights shall be required.

Section 12

The City and Company further agree that:

A. In addition to the requirements above, the City may require the Company to convert overhead distribution and service lines to underground lines or other non-standard service to existing customers ("Non-Standard Service"), including the use of special equipment or facilities or the use of special landscaping or screening of facilities, within the municipal limits of City, to the extent that the cost of such Non-Standard Service can be defrayed by the Non-Standard Service Fund provided for in this Section. The costs of Non-Standard Service are defined as those

costs which exceed the costs of standard service. Underground distribution and/or service wires to new customers, whether residential or commercial, shall not be included in the definition of Non-Standard Service for the purposes of this Section.

B. The Non-Standard Service Fund (hereinafter, the "Fund") shall be established pursuant to the terms of this Ordinance and shall be used to defray the costs of Non-Standard Service.

C. Each year the Company shall designate to the Fund an amount equivalent to fifty basis points (0.50%) applied to the Company's gross revenue from electric service utilized in Section 11, that being the same amount of electric revenue that is used in computing its municipal franchise fee payment for that year. (The "Company Match" to the Fund.) This designation shall occur simultaneously with the payment of the franchise fee for the year in question and shall be in addition to the franchise fee. The Company Match funds shall remain on deposit with the Company and be paid out by the Company on a one to one basis with the City matching funds as needed to defray costs of Non-Standard Service. Unexpended amounts of the Company Match not used in a given year shall remain designated to the Fund, provided that the amount of Company Match designated to the Fund shall never exceed the sum of the matches for the most recent five (5) years.

D. The City shall designate as the City's matching funds an amount equal to fifty basis points (0.50%) applied to the electric revenue subject to franchise fee charges for that year. The City's matching funds shall remain on deposit with the City and be paid out on a one to one basis with the Company Match funds to defray the cost of Non-Standard Service. Unexpended fund balances will carry over from year to year, provided that the amount of the City's match designated to the Fund shall never exceed the sum of the matches for the most recent five (5) years.

E. For any Non-Standard Service project involving more than twenty ~~five-four~~ (245) existing customers, the City may designate an underground utility district ("Underground Utility District") wherein Non-Standard Service will be provided, and at its option may conduct a

referendum or petition in that district to determine whether the project should go forward. After an Underground Utility District has been designated and the Non-Standard Service project approved by that District, but prior to commencement of construction for the Non-Standard Service project, the City shall, by ordinance pursuant to S.C. Code Ann. § 6-1-330, as amended, authorize the collection of a fee from the property owners of each parcel within the District (the "Underground Utility Fee"). The Underground Utility Fee shall be applied to all of Company's accounts for electricity within the boundaries of the Underground Utility District. The total of such Underground Utility Fee, the Franchise Fee in Section 11(A) and any other fee provided for in Section 11 will not exceed 7% of a customer's total bill for electricity. The Underground Utility Fee shall be applied beginning with the commencement of construction of the project for a definite time not to exceed ten (10) years. Proceeds shall be paid into the Fund, provided that the Fund has paid for the construction of the Non-Standard Service within the Underground Utility District. If the City or the Company advanced funds for the Non-Standard Service in the Underground Utility District, the Underground Utility Fee shall be used to reimburse the City or the Company as appropriate on a monthly basis following recovery of same from the customers. The cost of borrowing funds from the Company to pay for the Non-Standard Service in the Underground Utility District shall be included in the reimbursement. The Company's weighted average cost of capital as filed with the Public Service Commission of South Carolina would apply to any amounts advanced by the Company.

F. The amounts designated for the Fund shall be used exclusively to defray the reasonable and necessary costs of planning, designing, permitting and/or constructing the electric utility projects involving Non-Standard Service.

G. Costs for Non-Standard Service projects shall be paid from amounts designated to the Fund as incurred. The Company shall be required to undertake Non-Standard Service projects in the City only to the extent that balances designated to the Fund are reasonably projected to be adequate to cover the costs of the projects as they are incurred.

H. The City shall establish, in consultation with the Company, priorities for Non-Standard Service projects. Projects which maintain system reliability, and/or improve system safety, shall have priority over all other non-standard service projects. All Non-Standard Service projects shall conform to good utility practices as to reliability and safety.

I. The City shall use best efforts to acquire all necessary right-of-way, transformer sites, or other use and access rights for Non-Standard Service projects. Within three (3) months of completion of an overhead to underground conversion project, the Company shall remove overhead facilities and the City shall remove and require other utilities and third parties, if any, to remove their facilities from the Company's poles and shall require property owners to connect to the underground facilities.

Section 13

This Franchise Ordinance is subject to the constitution and laws of the State of South Carolina.

Section 14

This Franchise Ordinance shall not become effective until accepted in writing by the Company, which shall be within thirty (30) days from the date of its ratification by the City and on the same date that the Franchise Ordinance for Mid-Carolina Electric becomes effective. The terms, obligations and rights granted by this Franchise Ordinance, when accepted by the Company, shall constitute a contract between the City and the Company, and shall be in full force and effect for a term of thirty (30) years from the effective date. Upon acceptance by the Company in writing, this Franchise Ordinance supersedes and replaces Electric and Gas Franchises which became effective on November 15, 1999, and were later amended by Ordinance Numbers 2017-08 and 2017-09, which were adopted on September 5, 2017.

Section 15

The rights hereunder accrue exclusively to the parties, their successors and assigns. It is the express intent of the parties that this Franchise Ordinance shall not create any rights in third parties.

Ratified in City Council this

___ day of _____, 20__.

(originally signed by) _____
Elise Partin, Mayor

ATTEST:
(originally signed by) _____
Clerk of Council

ACCEPTANCE of the franchises granted by the within Ordinance acknowledged by SOUTH CAROLINA ELECTRIC & GAS COMPANY, THIS _____ DAY OF _____, 20__.

SOUTH CAROLINA ELECTRIC & GAS COMPANY

(originally signed by) _____
W. Keller Kissam, ~~President~~
President & Chief Operating Officer

ATTEST:

Gina S. Champion,
Its Corporate Secretary

STATE OF SOUTH CAROLINA)
 COUNTY OF LEXINGTON) ORDINANCE NO. 2018-16
 CITY OF CAYCE)

ORDINANCE (“FRANCHISE ORDINANCE” OR “AGREEMENT”) TO GRANT TO MID-CAROLINA ELECTRIC COOPERATIVE, INC., ITS SUCCESSORS AND ASSIGNS, THE NON-EXCLUSIVE RIGHT, POWER AND AUTHORITY TO ERECT AND TO INSTALL, MAINTAIN, AND OPERATE ON, ALONG, ACROSS, IN, OVER, ABOVE, UPON AND UNDER THE STREETS, ALLEYS AND OTHER PUBLIC PLACES OF THE CITY: (1) ELECTRIC LINES, POLES, WIRES, GUYS, PUSH BRACES, TRANSFORMERS AND APPURTENANT FACILITIES; AND (2) COMMUNICATION LINES AND FACILITIES FOR ANY PURPOSE AND ANY USE BY THE COOPERATIVE OR ANY DESIGNEE, TOGETHER WITH ANY NECESSARY RIGHT OF ACCESS THERETO, FOR SUCH PERIOD AS THE SAME IS NEEDED BY THE COOPERATIVE TO RENDER SERVICE TO ITS CUSTOMERS IN THE CITY OF CAYCE, SOUTH CAROLINA FROM THOSE FACILITIES; TO SET THE AMOUNT OF FRANCHISE FEE TO BE PAID BY MID-CAROLINA ELECTRIC COOPERATIVE, INC. TO THE CITY; IF SO REQUIRED, TO LEVY FRANCHISE FEES ON THIRD PARTIES SELLING ELECTRICITY USING MCEC'S ELECTRIC SYSTEM BE IT ORDAINED BY THE MAYOR AND COUNCIL OF CAYCE IN CITY COUNCIL ASSEMBLED:

Section 1

Wherever the word "Cooperative" appears in this Franchise Ordinance, it is hereby to designate, and shall be held to refer to Mid-Carolina Electric Cooperative, Inc., a corporation duly authorized and doing business pursuant to the laws of the State of South Carolina, its agents, subsidiaries, affiliated entities, successors and assigns.

Section 2

The non-exclusive right, power and authority is hereby granted and vested in the Cooperative to erect and to install, maintain and operate on, along, across, in, over, above, upon and under the streets, alleys, bridges, rights-of-way and other public places of the City: (1) electric and communication lines, poles, wires, guys, push braces, transformers and other appurtenant facilities; and (2) communication lines and facilities for any purpose and any use by the Cooperative or any designee, with any necessary right of access thereto; and to use those facilities to conduct an electric business, and any other business or businesses which may be lawfully conducted using the permitted facilities. As required by federal law, the Cooperative may allow pole attachments for cable systems or other telecommunications carriers. It is the responsibility of the cable systems or other telecommunication carriers to secure any necessary easements

or permits for their attachments. Nothing herein shall prohibit the City from requesting a franchise agreement from any cable system or telecommunication carriers.

Section 3

Any street, alley, bridge, right-of-way or other public place used by the Cooperative shall not be obstructed longer than necessary during its work of construction or repair, and shall be restored to the same good order and condition as when said work was commenced. No part of any street, alley, bridge, right-of-way, or other public place of the City, including any public drain, sewer, catch basin, water pipe, pavement or other public improvement, shall be injured. However, should any such damage occur due to Cooperative's failure to use due care, the Cooperative shall repair the same as promptly as possible after notice from the City, and, in default thereof, the City may make such repairs and charge the reasonable cost thereof to and collect the same from the Cooperative. The Cooperative shall hold the City harmless from all liability or damage (including judgment, decrees, and legal court costs) resulting from its failure to use due care in the exercise of the privileges hereby granted or of its rights under this Section.

Section 4

Upon approval of this Franchise Agreement and the franchise agreement between South Carolina Electric and Gas Co. ("SCE&G") and the City in accordance with the terms of the Agreement Concerning Electric Service Rights between Mid-Carolina Electric Cooperative, Inc., and South Carolina Electric & Gas Company, dated March 29, 2019 ("Electric Service Rights Agreement"), the Cooperative shall have electric service rights to the parcels shaded in green on Exhibit A, and SCE&G shall have electric service rights to the parcels shaded in red on Exhibit A, provided, however, that:

- A. The Cooperative may continue to provide electric service to any building or structure to which it is already providing electric service as of the effective date of the Franchise Agreements until such building or structure is removed, torn down, razed to the ground, or demolished, even if Exhibit A provides electric service rights for the parcel on which the building or structure is located to SCE&G; and SCE&G may continue to provide electric service to any building or structure to which it is already providing electric service as of the effective date of the Franchise Agreements until such building or structure is removed, torn down, razed to the ground, or demolished, even if Exhibit A provides electric service rights for the parcel on which the building or structure is located to the Cooperative. After any

building or structure that is being served by SCE&G or the Cooperative pursuant to the terms of this Subsection 4(A) is removed, torn down, razed to the ground, or demolished, the service rights designation in Exhibit A shall be the sole determining factor as to whether SCE&G or the Cooperative has the right to provide electric service to any future replacement building or structure within that parcel.

- B. Where any new building or structure is constructed so that part of the building or structure resides on a red parcel in Exhibit A and part of the building or structure resides on a green parcel of Exhibit A, the customer, in its sole discretion, may choose whether the Cooperative or SCE&G provides electric service to such new building or structure.
- C. Upon any future annexation by the City, the Cooperative shall have electric service rights to those annexed parcels assigned to it by the Public Service Commission of South Carolina prior to the annexation, and SCE&G shall have electric service rights to those annexed parcels assigned to it by the Public Service Commission of South Carolina prior to the annexation.
- D. If the City Council does not approve this Franchise Agreement and the franchise agreement with SCE&G pursuant to the terms of the Electric Service Rights Agreement, the Electric Service Rights Agreement shall be considered terminated, null, and void.

Section 5

The Cooperative shall:

A. Construct and extend its electric system within the present and/or extended City limits and have the right to connect new services in the parcels shaded in green on Exhibit A and in newly annexed parcels assigned to the Cooperative by the Public Service Commission of South Carolina prior to the annexation, and supply standard electric service at standard voltages under rates and general terms and conditions as authorized by law.

B. Furnish, install, operate, and when called upon, expand and maintain all of the electric street lighting system (to include both lighting fixtures and poles) and service along the streets, highways, alleys and public places of the City, as said system may be hereafter installed and/or changed by order of the City, in accordance with the terms and provisions of this franchise. All materials furnished shall be of standard quality and kind, and shall meet the requirements of good street lighting practice.

C. Make changes in the location of the street lighting system covered by this franchise upon written request of the City.

D. Render to the City a bill each month for the street lighting service furnished hereunder during the preceding month, in accordance with the provisions of this Franchise Ordinance.

E. Maintain at its own expense a system for repairing the street lighting system in use. The Cooperative, upon receiving official notice that there is a defective standard fixture or pole, shall within five (5) days repair or replace the same.

Section 6

The City shall:

A. Take electric street lighting and other City electric services from the Cooperative during the period covered by this Franchise Ordinance in all areas of the City served by Cooperative or in which Cooperative is authorized by law to serve.

B. Pay monthly, within twenty-five (25) days after receipt, a proper bill from the Cooperative for the preceding month's service in accordance with the amounts provided for in approved tariffs.

C. Accept the street lighting system as it exists on the effective date of this Franchise Ordinance.

E. Pay the Cooperative for street lighting service at the rate schedule approved by the Cooperative's Board of Trustees applicable to that lighting fixture and pole, including underground rates. Notify the Cooperative in writing of areas annexed into the City, including with the notification: (1) accurate maps, (2) tax map numbers, and (3) street addresses of all locations in the annexed areas so that newly annexed customers may be subject to franchise fees. Such notification is a precondition to franchise fee payments by the Cooperative on those accounts. In addition, the City shall promptly update its municipal boundary maps with its County Geographical Information Systems (GIS) Office.

F. Upon annexation, pay to the Cooperative for street lighting service to customers subject to the annexation at the rate schedule approved by the Cooperative's Board of Trustees applicable to that lighting fixture and pole, including underground rates. If no applicable municipal rate is available for any fixture and pole at the time of billing, then the City shall pay the full and applicable non-municipal rate for such fixture(s) and pole(s).

Section 7

The City and the Cooperative agree that:

A. All work performed within the municipal limits by the Cooperative or its contractors shall be in accordance with the National Electric Safety Code and applicable electric rules and regulations.

B. The records of the Cooperative pertaining to the electric street lighting system are to be accepted as full and final proof of the existence and configuration of the same, that system being hereinafter referred to as the "Street Lighting System."

C. Where lighting units of a different type and character than those now included in the Street Lighting System are desired by the City, a new unit charge and specification shall be agreed upon which will apply to such lighting units and which thereafter shall become a part hereof.

D. Except as otherwise provided herein, the City shall have the right at any time to order the installation of new fixtures and poles in new areas of the City.

E. The City shall have access at all reasonable times to maps, records, and rates relating to the Street Lighting System in the City.

F. Subject to applicable rates and terms and conditions, throughout the life of the franchise the Cooperative will supply to the City, and the City agrees that it will purchase from the Cooperative, electric energy required by the City for its own use including traffic signal lighting, street lighting, lighting and power for public buildings, pumping stations, or other installations now owned or hereafter constructed or acquired by the City and for all other uses in all areas served by or to be served by the Cooperative, as allowed by law. However, should the City request to provide electric service to any of its facilities utilizing an alternative energy facility owned by the City, the Cooperative will consent to such a request so long as the energy from that facility is allowed by and subject to an approved Cooperative rate schedule approved by the Cooperative's Board of Trustees. If the City receives service from such a facility, then the Cooperative shall have the right to change the terms and conditions under which it provides any remaining services to City facilities.

G. The Cooperative shall charge and the City shall pay to the Cooperative monthly for all electric energy furnished by the Cooperative for miscellaneous light and power services under this franchise in accordance with rates and tariffs and terms and conditions as established by law.

H. None of the electric energy furnished hereunder shall be sold, disposed of, or exchanged by the City to others without the expressed written consent of the Cooperative.

I. The electric energy hereunder is not guaranteed or warranted to be free from minor interruptions or from major outages or electrical surges beyond the control of the Cooperative.

Section 8

All work upon the streets and public places of the City shall be done under the general supervision of the Mayor and Council (or other legally constituted governing body) of the City, and all sidewalks or street pavements or street surfaces which may be displaced by reason of such work shall be properly replaced and relayed by the Cooperative, its successors and assigns, to the reasonable requirements of the Mayor and Council (or other legally constituted governing body) of the City.

Section 9

The Cooperative shall, as to all other conditions and elements of service not fixed herein, be and remain subject to the reasonable Service Rules and Regulations of the Cooperative as approved by the Cooperative's Board of Trustees applicable to electric service in the City.

Section 10

A. As payment for the right to provide electric service, and any other services as may be permitted under this Franchise Ordinance, in the succeeding calendar year, the Cooperative shall pre-pay into the Treasury of the City, on or before the first business day of July each year, beginning with the year 2019, a sum of money (the "Franchise Fee") equal to five percent (5%) of the gross sales revenue accruing to the Cooperative during the preceding calendar year from all residential and commercial sales of electricity within the corporate limits of the City, not including sales made under legally authorized special sales programs which allow the Cooperative to reduce prices to meet customers' competitive energy prices. Prior to the effective date of this Ordinance, the Cooperative made payment of the Franchise Fee of three percent (3%) in July 2018 under the terms of the Franchise Ordinance which became effective on July 8, 2005; payment of an additional two percent (2%) for the upcoming 2018 through July 2019 term will be made in July of 2019 upon acceptance of this Ordinance by the Cooperative. To change the percentage of the revenue on which the Franchise Fee is calculated, the City must both (1) amend this Franchise Ordinance by means of an Amendatory Ordinance solely addressed to that purpose, and (2) provide the Cooperative written notice including an attested copy of the Amendatory Ordinance at least ninety (90) days prior to the

next Franchise Fee payment due date. So long as both conditions are met, the increase will apply to the next Franchise Fee payment due from the Cooperative and the recovery of the higher fee will begin during the calendar year for which the Franchise Fee applies. During the term of this Franchise Ordinance, the percentage of the revenue on which the Franchise Fee is based shall not exceed the highest percentage paid by the Cooperative to any other town or city under a franchise agreement.

B. Subject to Section 10(A) above, the City's right to receive franchise fees as provided for herein shall be in lieu of all occupation, license, excise and special franchise taxes and fees, and shall be in full payment of all money demands, charges, or fees of any nature whatsoever imposed by the City, except ad valorem taxes on property. The Cooperative may at its option pay and deduct from its franchise fee payments any amount that shall be required or exacted from the Cooperative for the benefit of the City other than ad valorem taxes on property.

C. It is expressly understood that all franchise fees imposed by the City on the Cooperative shall be collected from customers of the Cooperative within the municipal boundaries. From time to time, but no more than once a year and no less than once every three years, the Cooperative will provide the City a list of service addresses to which franchise fees are being applied (the "List"). The City shall have sixty (60) days from receipt to verify that all addresses included on the List are accurate and that no addresses are missing. Unless the City notifies the Cooperative of any error: (1) the City shall be required to reimburse the Cooperative for any Franchise Fee refund based on an address incorrectly included on the List; (2) the Cooperative shall not be responsible for Franchise Fees for any service addresses not included on the List. Reimbursement shall be made to the Cooperative within sixty (60) days of receipt of request by the City or the Cooperative may agree, in its sole discretion, to deduct the amounts owed under this Subsection from the next Franchise Fee payment to the City. This information is confidential and proprietary and shall not be disclosed to any third party under the Freedom of Information Act or otherwise without a court order or the Cooperative's prior written consent.

D. Should the City itself ever at any time construct, purchase, lease, acquire, own, hold or operate an electric distribution system to provide electric service within the City, then the payment of percentages of gross sales revenue herein provided to be paid by the Cooperative, shall abate, cease and no longer be due and no other fee for the franchise rights shall be required.

Section 11

This Franchise Ordinance is subject to the constitution and laws of the State of South Carolina.

Section 12

This Franchise Ordinance shall not become effective until accepted in writing by the Cooperative, which shall be within thirty (30) days from the date of its ratification by the City and on the same date that the Franchise Ordinance for SCE&G becomes effective. The terms, obligations and rights granted by this Franchise Ordinance, when accepted by the Cooperative, shall constitute a contract between the City and the Cooperative, and shall be in full force and effect for a term of thirty (30) years from the effective date. Upon acceptance by the Cooperative in writing, this Franchise Ordinance supersedes and replaces the Franchise Ordinance which became effective on July 8, 2005.

Section 13

The rights hereunder accrue exclusively to the parties, their successors and assigns. It is the express intent of the parties that this Franchise Ordinance shall not create any rights in third parties.

PASSED AND ADOPTED this _____ 2018.

(originally signed by:) _____
Elise Partin, Mayor

ATTEST:

ACCEPTANCE of the franchises granted by this Ordinance is acknowledged by MID-CAROLINA ELECTRIC COOPERATIVE, INC., THIS _____ DAY OF _____, 20____.

MID-CAROLINA ELECTRIC COOPERATIVE, INC.

(originally signed by)

B. Robert Paulling
President & Chief Executive Officer

ATTEST:

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON) ORDINANCE NO. _____
CITY OF CAYCE)

ORDINANCE (“FRANCHISE ORDINANCE” OR “AGREEMENT”) TO GRANT TO MID-CAROLINA ELECTRIC COOPERATIVE, INC., ITS SUCCESSORS AND ASSIGNS, THE NON-EXCLUSIVE RIGHT, POWER AND AUTHORITY TO ERECT AND TO INSTALL, MAINTAIN, AND OPERATE ON, ALONG, ACROSS, IN, OVER, ABOVE, UPON AND UNDER THE STREETS, ALLEYS AND OTHER PUBLIC PLACES OF THE CITY: (1) ELECTRIC LINES, POLES, WIRES, GUYS, PUSH BRACES, TRANSFORMERS AND APPURTENANT FACILITIES; AND (2) COMMUNICATION LINES AND FACILITIES FOR ANY PURPOSE AND ANY USE BY THE COOPERATIVE OR ANY DESIGNEE, TOGETHER WITH ANY NECESSARY RIGHT OF ACCESS THERETO, FOR SUCH PERIOD AS THE SAME IS NEEDED BY THE COOPERATIVE TO RENDER SERVICE TO ITS CUSTOMERS IN THE CITY OF CAYCE, SOUTH CAROLINA FROM THOSE FACILITIES; TO SET THE AMOUNT OF FRANCHISE FEE TO BE PAID BY MID-CAROLINA ELECTRIC COOPERATIVE, INC. TO THE CITY; IF SO REQUIRED, TO LEVY FRANCHISE FEES ON THIRD PARTIES SELLING ELECTRICITY USING MCEC’S ELECTRIC SYSTEM BE IT ORDAINED BY THE MAYOR AND COUNCIL OF CAYCE IN CITY COUNCIL ASSEMBLED:

Section 1

Wherever the word "Cooperative" appears in this Franchise Ordinance, it is hereby to designate, and shall be held to refer to Mid-Carolina Electric Cooperative, Inc., a corporation duly authorized and doing business pursuant to the laws of the State of South Carolina, its agents, subsidiaries, affiliated entities, successors and assigns.

Section 2

The non-exclusive right, power and authority is hereby granted and vested in the Cooperative to erect and to install, maintain and operate on, along, across, in, over, above, upon and under the streets, alleys, bridges, rights-of-way and other public places of the City: (1) electric and communication lines, poles, wires, guys, push braces, transformers and other appurtenant facilities; and (2) communication lines and facilities for any purpose and any use by the Cooperative or any designee, with any necessary right of access thereto; and to use those facilities to conduct an electric business, and any other business or businesses which may be lawfully conducted using the permitted facilities. As required by federal law, the Cooperative may allow pole attachments for cable systems or other telecommunications carriers. It is the responsibility of the cable systems or other telecommunication carriers to secure any necessary easements

or permits for their attachments. Nothing herein shall prohibit the City from requesting a franchise agreement from any cable system or telecommunication carriers.

Section 3

Any street, alley, bridge, right-of-way or other public place used by the Cooperative shall not be obstructed longer than necessary during its work of construction or repair, and shall be restored to the same good order and condition as when said work was commenced. No part of any street, alley, bridge, right-of-way, or other public place of the City, including any public drain, sewer, catch basin, water pipe, pavement or other public improvement, shall be injured. However, should any such damage occur due to Cooperative's failure to use due care, the Cooperative shall repair the same as promptly as possible after notice from the City, and, in default thereof, the City may make such repairs and charge the reasonable cost thereof to and collect the same from the Cooperative. The Cooperative shall hold the City harmless from all liability or damage (including judgment, decrees, and legal court costs) resulting from its failure to use due care in the exercise of the privileges hereby granted or of its rights under this Section.

Section 4

Upon approval of this Franchise Agreement and the franchise agreement between South Carolina Electric and Gas Co. ("SCE&G") and the City in accordance with the terms of the Agreement Concerning Electric Service Rights between Mid-Carolina Electric Cooperative, Inc., and South Carolina Electric & Gas Company, dated ~~September 19, 2018~~ December 19, 2018 ("Electric Service Rights Agreement"), the Cooperative shall have electric service rights to the parcels shaded in green on Exhibit A, and SCE&G shall have electric service rights to the parcels shaded in red on Exhibit A, provided, however, that:

- A. The Cooperative may continue to provide electric service to any building or structure to which it is already providing electric service as of the effective date of the Franchise Agreements until such building or structure is removed, torn down, razed to the ground, or demolished, even if Exhibit A provides electric service rights for the parcel on which the building or structure is located to SCE&G; and SCE&G may continue to provide electric service to any building or structure to which it is already providing electric service as of the effective date of the Franchise Agreements until such building or structure is removed, torn down, razed to the ground, or demolished, even if Exhibit A provides electric service rights for the parcel on which the building or structure is located to the Cooperative. After any

building or structure that is being served by SCE&G or the Cooperative pursuant to the terms of this Subsection 4(A) is removed, torn down, razed to the ground, or demolished, the service rights designation in Exhibit A shall be the sole determining factor as to whether SCE&G or the Cooperative has the right to provide electric service to any future replacement building or structure within that parcel.

- B. Where any new building or structure is constructed so that part of the building or structure resides on a red parcel in Exhibit A and part of the building or structure resides on a green parcel of Exhibit A, the customer, in its sole discretion, may choose whether the Cooperative or SCE&G provides electric service to such new building or structure.
- C. Upon any future annexation by the City, the Cooperative shall have electric service rights to those annexed parcels assigned to it by the Public Service Commission of South Carolina prior to the annexation, and SCE&G shall have electric service rights to those annexed parcels assigned to it by the Public Service Commission of South Carolina prior to the annexation.
- D. If the City Council does not approve this Franchise Agreement and the franchise agreement with SCE&G pursuant to the terms of the Electric Service Rights Agreement, the Electric Service Rights Agreement shall be considered terminated, null, and void.

Section 5

The Cooperative shall:

A. Construct and extend its electric system within the present and/or extended City limits and have the right to connect new services in the parcels shaded in green on Exhibit A and in newly annexed parcels assigned to the Cooperative by the Public Service Commission of South Carolina prior to the annexation, and supply standard electric service at standard voltages under rates and general terms and conditions as authorized by law.

B. Furnish, install, operate, and when called upon, expand and maintain all of the electric street lighting system (to include both lighting fixtures and poles) and service along the streets, highways, alleys and public places of the City, as said system may be hereafter installed and/or changed by order of the City, in accordance with the terms and provisions of this franchise. All materials furnished shall be of standard quality and kind, and shall meet the requirements of good street lighting practice.

C. Make changes in the location of the street lighting system covered by this franchise upon written request of the City.

D. Render to the City a bill each month for the street lighting service furnished hereunder during the preceding month, in accordance with the provisions of this Franchise Ordinance.

E. Maintain at its own expense a system for repairing the street lighting system in use. The Cooperative, upon receiving official notice that there is a defective standard fixture or pole, shall within five (5) days repair or replace the same.

Section 6

The City shall:

A. Take electric street lighting and other City electric services from the Cooperative during the period covered by this Franchise Ordinance in all areas of the City served by Cooperative or in which Cooperative is authorized by law to serve.

B. Pay monthly, within twenty-five (25) days after receipt, a proper bill from the Cooperative for the preceding month's service in accordance with the amounts provided for in approved tariffs.

C. Accept the street lighting system as it exists on the effective date of this Franchise Ordinance.

~~D. Pay the Cooperative for street lighting service at the rate schedule approved by the Cooperative's Board of Trustees applicable to that lighting fixture and pole, including underground rates. If no applicable rate is available for any fixture and pole at the time of billing, then the City shall pay the full and applicable non-municipal rate for such fixture(s) and pole(s).~~

E. Notify the Cooperative in writing of areas annexed into the City, including with the notification: (1) accurate maps, (2) tax map numbers, and (3) street addresses of all locations in the annexed areas so that newly annexed customers may be subject to franchise fees. Such notification is a precondition to franchise fee payments by the Cooperative on those accounts. In addition, the City shall promptly update its municipal boundary maps with its County Geographical Information Systems (GIS) Office.

F. Upon annexation, pay to the Cooperative for street lighting service to customers subject to the annexation at the rate schedule approved by the Cooperative's Board of Trustees applicable to that

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lighting fixture and pole, including underground rates. If no applicable municipal rate is available for any fixture and pole at the time of billing, then the City shall pay the full and applicable non-municipal rate for such fixture(s) and pole(s).

Section 7

The City and the Cooperative agree that:

A. All work performed within the municipal limits by the Cooperative or its contractors shall be in accordance with the National Electric Safety Code and applicable electric rules and regulations.

B. The records of the Cooperative pertaining to the electric street lighting system are to be accepted as full and final proof of the existence and configuration of the same, that system being hereinafter referred to as the "Street Lighting System."

C. Where lighting units of a different type and character than those now included in the Street Lighting System are desired by the City, a new unit charge and specification shall be agreed upon which will apply to such lighting units and which thereafter shall become a part hereof.

D. Except as otherwise provided herein, the City shall have the right at any time to order the installation of new fixtures and poles in new areas of the City.

E. The City shall have access at all reasonable times to maps, records, and rates relating to the Street Lighting System in the City.

F. Subject to applicable rates and terms and conditions, throughout the life of the franchise the Cooperative will supply to the City, and the City agrees that it will purchase from the Cooperative, electric energy required by the City for its own use including traffic signal lighting, street lighting, lighting and power for public buildings, pumping stations, or other installations now owned or hereafter constructed or acquired by the City and for all other uses in all areas served by or to be served by the Cooperative, as allowed by law. However, should the City request to provide electric service to any of its facilities utilizing an alternative energy facility owned by the City, the Cooperative will consent to such a request so long as the energy from that facility is allowed by and subject to an approved Cooperative rate schedule approved by the Cooperative's Board of Trustees. If the City receives service from such a facility, then the Cooperative shall have the right to change the terms and conditions under which it provides any remaining services to City facilities.

G. The Cooperative shall charge and the City shall pay to the Cooperative monthly for all electric energy furnished by the Cooperative for miscellaneous light and power services under this franchise in accordance with rates and tariffs and terms and conditions as established by law.

H. None of the electric energy furnished hereunder shall be sold, disposed of, or exchanged by the City to others without the expressed written consent of the Cooperative.

I. The electric energy hereunder is not guaranteed or warranted to be free from minor interruptions or from major outages or electrical surges beyond the control of the Cooperative.

Section 8

All work upon the streets and public places of the City shall be done under the general supervision of the Mayor and Council (or other legally constituted governing body) of the City, and all sidewalks or street pavements or street surfaces which may be displaced by reason of such work shall be properly replaced and relayed by the Cooperative, its successors and assigns, to the reasonable requirements of the Mayor and Council (or other legally constituted governing body) of the City.

Section 9

The Cooperative shall, as to all other conditions and elements of service not fixed herein, be and remain subject to the reasonable Service Rules and Regulations of the Cooperative as approved by the Cooperative's Board of Trustees applicable to electric service in the City.

Section 10

A. As payment for the right to provide electric service, and any other services as may be permitted under this Franchise Ordinance, in the succeeding calendar year, the Cooperative shall pre-pay into the Treasury of the City, on or before the first business day of July each year, beginning with the year 2019, a sum of money (the "Franchise Fee") equal to five percent (5%) of the gross sales revenue accruing to the Cooperative during the preceding calendar year from all residential and commercial sales of electricity within the corporate limits of the City, not including sales made under legally authorized special sales programs which allow the Cooperative to reduce prices to meet customers' competitive energy prices. Prior to the effective date of this Ordinance, the Cooperative made payment of the Franchise Fee of three percent (3%) in July 2018 under the terms of the Franchise Ordinance which became effective on July 8, 2005; payment of an additional two percent (2%) for the upcoming 2018 through July 2019 term will be made in July of 2019 upon acceptance of this Ordinance by the Cooperative. To change the percentage of the

revenue on which the Franchise Fee is calculated, the City must both (1) amend this Franchise Ordinance by means of an Amendatory Ordinance solely addressed to that purpose, and (2) provide the Cooperative written notice including an attested copy of the Amendatory Ordinance at least ninety (90) days prior to the next Franchise Fee payment due date. So long as both conditions are met, the increase will apply to the next Franchise Fee payment due from the Cooperative and the recovery of the higher fee will begin during the calendar year for which the Franchise Fee applies. During the term of this Franchise Ordinance, the percentage of the revenue on which the Franchise Fee is based shall not exceed the highest percentage paid by the Cooperative to any other town or city under a franchise agreement.

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Section 11

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Section 12

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Section 13

The rights hereunder accrue exclusively to the parties, their successors and assigns. It is the express intent of the parties that this Franchise Ordinance shall not create any rights in third parties.

PASSED AND ADOPTED this _____ 2018.

(originally signed by:) _____
Elise Partin, Mayor

ATTEST:

ACCEPTANCE of the franchises granted by this Ordinance is acknowledged by MID-CAROLINA ELECTRIC COOPERATIVE, INC., THIS ____ DAY OF _____, 20__.

MID-CAROLINA ELECTRIC COOPERATIVE, INC.

(originally signed by) _____
B. Robert Paulling
President & Chief Executive Officer

ATTEST:

