

Mayor
Elise Partin

Mayor Pro-Tem
Tim James

Council Members
Phil Carter
Hunter Sox
Byron Thomas

City Manager
Tracy Hegler

Deputy City Manager
Jim Crosland
Assistant City Manager
Michael Conley



**City of Cayce
Regular Council Meeting
Tuesday, March 5, 2024
6:00 p.m. – Cayce City Hall – 1800 12th Street
www.caycesc.gov**

**To Access Council Meeting Livestream, click
<https://www.youtube.com/@cityofcayce1137/streams>**

I. Call to Order

- A. Invocation and Pledge of Allegiance
- B. Approval of Minutes
February 6, 2024 Regular Council Meeting
February 21, 2024 Council Work Session
February 21, 2024 Regular Council Meeting

II. Public Comment Regarding Items on the Agenda

III. Items for Discussion and Possible Approval

- A. Discussion and Approval of Letter of Support for the Disposition of Public Housing for the Cayce Housing Authority
- B. Consideration of Fireworks Exemption Request for Hidden City Music Festival
- C. Discussion and Approval for the Repair of the Cayce Riverwalk Boardwalk

IV. Ordinance and Resolution

- A. Discussion and Approval of Ordinance 2024-02 Granting Lumos Fiber of South Carolina, LLC a Nonexclusive Franchise for the Use of Public Streets and Public Rights-of-Way for Facilities for Telecommunications Services – Second Reading
- B. Consideration and Approval of Resolution Requesting the Lexington County Delegation to Establish a New County Transportation Committee with a Majority of Appointees to the Committee from Local Municipalities and Transferring the Authority of Lexington County Council to the New County Transportation Committee

V. Committee Matters

- A. Approval to Enter the Following Committee Approved Minutes into the City's Record

Standard Technical Codes Board of Appeals – June 15, 2020
Cayce Housing Authority – October 17, 2023
Events Committee – November 9, 2023
Museum Commission – January 4, 2024
Planning Commission – January 22, 2024

- B. Appointments
Board of Zoning Appeal – Two (2) Positions

VI. City Manager’s Report

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
 - 1. Update on Lexington County’s Cancellation of Road Maintenance Agreement
 - 2. Claim for Improvements to Taylor Street at New State Road
 - 3. Claim for Improvements to Spencer Place
 - 4. Discussion of negotiations incident to proposed contractual arrangements concerning 800 Lexington Avenue
 - 5. Discussion of negotiations incident to proposed contractual arrangements for acquisition of property

IX. Reconvene

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

XI. Adjourn

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



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City of Cayce
Regular Council Meeting
Tuesday, February 6, 2024

The February 6, 2024, Regular Council Meeting was held this evening at 6:00 p.m. in Council Chambers. Those present included Mayor Elise Partin, Mayor Pro Tem Tim James and Council Members Phil Carter, Hunter Sox and Byron Thomas. City Manager Tracy Hegler, Deputy City Manager Jim Crosland, Assistant City Manager Michael Conley, Municipal Clerk Mendy Corder, Police Chief Chris Cowan, Fire Chief Steven Bullard, Finance Director Kelly McMullen, Human Resources Director Lynn Dooley, IT Director Jamie Backham 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 meeting in accordance with the FOIA. Ms. Corder confirmed they were notified.

Call to Order

Mayor Partin called the meeting to order and Council Member Carter gave the invocation. Mayor Partin led the assembly in the Pledge of Allegiance.

Approval of Minutes

Mayor Pro Tem James made a motion to approve the January 2, 2024 Regular Council Meeting minutes and the January 17, 2024 Regular Council Meeting minutes as written. Council Member Thomas 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.

Items for Discussion and Possible Approval

- A. Discussion and Approval of Letter of Support for the Disposition of Public Housing for the Cayce Housing Authority

City Manager Hegler asked for this item to be deferred to the next Council Meeting while staff continued to work with the Housing Authority. Mayor Pro Tem James made a motion to defer. Council Member Thomas seconded the motion which was unanimously approved by roll call vote.

- A. Discussion and Approval of Ordinance 2024-02 Granting Lumos Fiber of South Carolina, LLC a Nonexclusive Franchise for the Use of Public Streets and Public Rights-of-Way for Telecommunications Services – Second Reading.

City Manager Hegler asked for this item to be deferred to the next Council Meeting while staff continued to work with Lumos. Mayor Pro Tem James made a motion to defer. Council Member Carter seconded the motion which was unanimously approved by roll call vote.

Committee Matters

- A. Approval to Enter the following Committee Approved Minutes into the City's Record
 - Planning Commission – May 15, 2023
 - Museum Commission – November 1, 2023

Council Member Carter made a motion to enter the May 15, 2023 Planning Commission meeting minutes and the November 1, 2023 Museum Commission minutes into the City's record. Mayor Pro Tem James seconded the motion which was unanimously approved by roll call vote.

- B. Appointments and Reappointments
 - Cayce Housing Authority – One (1) Position
 - Events Committee – Two (2) Positions
 - Municipal Election Commission – One (1) Position
 - Museum Commission – One (1) Position

Mayor Partin stated that the Cayce Housing Authority had one (1) open position and there were potential member applications from Ms. Evony Reed, Mr. Rusty Rabon, Mr. Daniel Yackle, Ms. Sophia Chen and Ms. Kelly Wuest in that order.

Council Member Sox made a motion to defer all appointments until after Council's Work Session, considering the comments from the City Attorney in Executive Session at the last Council Meeting. Council Member Thomas seconded the motion. Mayor Partin called the question. Council Members Carter, Sox, Thomas and Mayor Pro Tem James voted yes. Mayor Partin voted no.

Mayor Partin stated that she believed that it was the citizens right to get to volunteer with their city and they should be able to volunteer if they would like to. She stated that the City had a process and it was an issue that had been a large topic of concern for this part of Council. She stated that one (1) Council Member was new but this had been a point of gridlock on this Council. She stated that given their problems

making just these simple routine appointments were one of the easiest things that Council did and it was a citizen's right to be able to volunteer. She asked that any deliberations on this be done in a meeting and in front of the public, as opposed to the way that it was done currently, by Council members, not including the Mayor.

City Manager's Report

City Manager Hegler reminded Council that the opening of the African American Exhibit at the City's Museum was that Thursday from 6pm to 8pm.

Council Comments

Mayor Partin congratulated Mayor Pro Tem Tim James for getting his award that day for completing his advanced municipal education training. She stated that was a big honor to spend the time getting the education to help serve the City and Mayor Pro Tem James had done a great job in making sure to get that education.

Council Member Thomas stated that Municipal Clerk Corder was not able to attend the last Council Meeting however Ms. Amanda Rowan did an amazing job in her absence. He thanked Ms. Corder for all that she does for Council. He thanked the City's first responders that had taken care of the President, the Vice President and former President as they came through Cayce in November, as well as last month. He stated that he knew it was a big strain on the City but thanked them for making sure the President, Vice President and a former President were safe. Council Member Thomas stated that he learned that day that no cities in South Carolina had passed a hate crime bill. He stated that he knew it was a hot button issue on the State level and South Carolina was one (1) of two (2) states that had yet to pass a hate crime bill. He stated that he would love to work with Council and the Mayor to see what they could do to pass a hate crime bill. He stated that he wanted people to know that hate would not be tolerated in the City of Cayce.

Mayor Pro Tem James stated that Council attended the Municipal Association of South Carolina's training that day. He stated that everyone on Council really believed in training and that day's training was some of the very best he had ever attended. He stated there was an economist there that made one start thinking completely different than they had in the past. He stated that the economist painted the picture that if one had to sell their house and buy in today's economy, could they do it. He stated that was what was being asked of first responders, police officers and teachers and the economy was not there. He stated that meant that Council had to continue to make sure that there were homes in the City that were good homes to be able to begin a career in. Mayor Pro Tem James stated that a lot of cities had not been doing that. He stated that if Council was not making the City friendly enough for brand new families, brand new career people, teachers, police officers, firemen, then they would not move to the City.

Mayor Partin stated that the prior night Council and Administration staff met with Senator Nikki Setzler who was the longest serving Senator in the state and really did a great job of looking out for the City and he was about to retire. She asked that everyone pay attention to the upcoming race because the State level elected officials mattered to the City. She stated that they also met with Representative Micah Caskey who also did a great job for the City. She stated that she started, a little over a decade ago, that Council and Administration staff meet with their legislators to let them know what the City's perspective was on bills that were coming before them at the State level. Mayor Partin stated that they were really appreciative for that perspective and it helped them to know how things affect the City at the State level. She stated that other cities had followed in their footsteps and now met with their legislators as well.

Mayor Partin stated she wanted to share a few of the things that Council and staff shared with Senator Setzler and Rep. Caskey just to help know how proud they were of the City. She stated that the City's average police response time for emergencies was two (2) minutes, nine (9) seconds and that was amazing because that helped to keep the City's crime low because the police were on the scene very quickly. She stated that the City's Fire Department had lowered the City's ISO rating to a two and that mattered because it affected homeowners insurance policy. She stated that they made sure that the City's firefighters were protected and safe so they could come in and help and be safe meaning they have the equipment they need

Mayor Partin stated that the City was constantly welcoming new businesses like Taco Nayarit coming to Knox Abbott Drive. She stated that the Lexington Medical Urgent Center recently opened and it was a great facility in the heart of the City. She stated that Trini Lime Caribbean Cafe was a great restaurant on State Street and the Better Business Bureau was locating their headquarters in the City and another Starbucks was coming to Charlson Highway. She stated that Council and staff were incredibly fiscally responsible and the City had another positive audit the past year. She stated that the City had School Resource Officers in every school and that was definitely something to be proud of, to have that relationship where students were getting to know the City's Officers and also to make sure that the schools were safe, because children should get the chance to learn.

Mayor Partin stated that the City had updates in high tech equipment for the Police Department, making them safer, and helping to have more data to be able to share with citizens. She stated that the City's online audience for livestreaming Council Meetings was robust. She stated that the City recently won, maybe the first in the whole area, the GFOA Distinguished Budget Presentation Award for the FY24 budget. She stated that this award represented a significant achievement by the City and reflected the commitment of the governing body and of the staff to meet the highest principles of government budgeting. She stated that the City continually received the GFOA Certificate of Achievement for Excellence in Financial Reporting. Mayor Partin stated that staff won awards for all kinds of things on a regular basis and the City was

really good at business because they were customer friendly and take care of staff. She stated that had not always been the case but she had led that charge and Council had worked right alongside making sure to take care of staff to ensure they made strategic long-term decisions and operated efficiently and effectively. She stated that meant that the City had the lowest fees in the entire region and that was by design and something they were really good at doing. She stated that the City's legislators were excited and thrilled at all they were doing in taking care of the City and really doing City government right.

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
 - 1. Update on Lexington County's Cancellation of Road Maintenance Agreement
 - 2. Claim for Improvements to Taylor Street at New State Road
 - 3. Claim for Improvements to Spencer Place

Mayor Pro Tem James made a motion to move into Executive Session. Council Member Sox seconded the motion which was unanimously approved by roll call vote.

Reconvene

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

Possible actions in follow up to Executive Session

There were no actions in follow up to Executive Session.

Adjourn

Mayor Pro Tem James made a motion to adjourn the meeting. Council Member Thomas seconded the motion which was unanimously approved by roll call vote. There being no further business, the meeting adjourned at 7:51 p.m.

Elise Partin, Mayor

ATTEST:

Mendy Corder, CMC, Municipal Clerk



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**City of Cayce
Council Work Session
Wednesday, February 21, 2024**

The February 21, 2024, Council Work Session was held this afternoon at 2:00 p.m. in Council Chambers. Those present included Mayor Elise Partin, Mayor Pro Tem Tim James and Council Members Hunter Sox and Byron Thomas. City Manager Tracy Hegler, Deputy City Manager Jim Crosland, Assistant City Manager Michael Conley, Municipal Clerk Mendy Corder, Police Chief Chris Cowan, Fire Chief Steven Bullard, Finance Director Kelly McMullen, Utilities Director Betsy Catchings, Human Resources Director Lynn Dooley, IT Director Jamie Backham 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 meeting in accordance with the FOIA. Ms. Corder confirmed they were notified.

Call to Order

Mayor Partin called the meeting to order and Mayor Pro Tem James gave the invocation. Mayor Partin led the assembly in the Pledge of Allegiance.

Public Comment Regarding Items on the Agenda

No one signed up for Public Comment.

Work Session

A. Introduction of Utility Rate Study

City Manager Hegler stated that the City's bond counsel Lawrence Flynn was going to introduce the consultants for the rate study. She stated that Council did authorize and fund the rate study in the current budget and staff's goal was to have some timely information for Council as they consider the FY25 budget. She stated that the rate study had been a major recommendation of Mr. Flynn's as he helps guide the Council and staff through the City's current bonds and future bonding capacity. She stated that Mr. Flynn had been overseeing the process for the City and was going to introduce the consultants by giving some background on what they do, how they were going to do it and what to expect in the coming weeks and months.

Mr. Flynn stated that a bond counsel was a lawyer that helps when the City borrows money and there were basically two (2) ways to safeguard money. He stated one way was by general obligation debt, which was debt secured by your full bank credit tax and power, but the City did not have any debt secured by its tax base. He stated that the City also maintained separately its enterprise on the water and sewer

system that provides water and sewer services in your community, and outside your municipal limits by contract. Mr. Flynn stated that it was fairly expensive to run the City's water and sewer system and administer the system and the business enterprise in the City was established for that purpose. He stated that it helped the City grow and it sometimes served as a way of incentivizing people to annex into the City limits. He stated that through the years, the City had done a number of borrowings secured by the revenues of the combined utility system. He stated that there was a process by State law for how a municipality could borrow that money and it was explicitly recognized by the Constitution.

Mr. Flynn stated that when a municipality owns the utility system that municipality was not responsible to any other third-party oversight and the decision and the ultimate domain to raise and lower rates ultimately rested exclusively with City Council. He stated that they had that sole discretion and the ability to raise and lower rates as they otherwise saw fit to make sure that the City was not overburdening its customer base. He stated that part of that kind of independent ratemaking authority was that the City had to maintain and continue to sustain the system in a way that met the public health standards associated with the Clean Water Act and the Drinking Water Act which meant that when the City's water was ultimately treated that it was safe for potable water consumption and when the sanitary sewer was discharged after it had been treated, it could be pumped back into the river without causing any issues.

Mr. Flynn stated that when the City did big capital projects, they were expensive but the City could fund those out over a long period of time through a borrowing process, which was done on a parity basis. He stated that when money was borrowed in the utility markets, it was borrowed on a parity basis, which meant that every time one borrowed new money, one secured about the same source of revenues. He stated that each lender stood shoulder to shoulder from a security standpoint and in order to be able to continue to keep that security at a level where the banks would give more money in the future as the City needed additional capital projects, the City had to make sure that it was actively monitoring rates, sustaining its rates and building the rate structure that ultimately could support the daily operations of the City's facilities. He stated that the daily operations included paying for staff, paying for chemicals, paying for electricity costs, paying for the debt service, the annual principal and interest payments that the City has on its outstanding bonds, and then also planning for future borrowings that may be needed in the future.

Mr. Flynn stated that everyone recognized that everything was getting more expensive and it costs more money to keep the pump system and it cost more money to buy chemicals and maintain staff therefore the City needed to make sure it was paying particular attention to the rates and charges that it was levying within reason. He stated that as the independent regulatory authority for the City, they were required under the City's bond covenants to review the City's rates and charges on an annual basis and make sure that they were sufficient for all purposes that were otherwise needed. He

stated that a higher level of review was needed at times to make sure that the City's rates were uniformly applied and the City was not overcharging its industrial customers to the burden of the residential customers.

Mr. Flynn stated that there were a couple of unique firms that did rate study's and Raftelis was the firm that he had worked with a number of times and felt very comfortable about their work since that was what they exclusively did. He stated that when City staff contacted him about doing a rate study since they knew it was probably long overdue and they wanted to make sure that the City had that parity in their rate structure he thought the best firm to bring on was Raftelis. He stated that they had a long history of doing that type of work all over the southeast and their opinion was well recognized. Mr. Flynn stated there was some real validity in knowing that you have gone with an independent consultant that uses uniform standards for rate studies. He stated that part of their process was to work with staff and the City's bond counsel and build the rate model so they could say here is where the City currently is and here is where the City needs to ultimately get to and this is the revenue target we are trying to identify. He stated that Raftelis basically built out a full model that gives the City the ability to tweak and adjust and make all the necessary changes such that the City could support its system with a rate base that was equitable. Mr. Flynn stated that the major goal of the study was to be able to tell the City's customers when they see that their bill had increased that was the least amount of adjustment the City could do in light of inflation and a rate study was done through an independent consultant who said based on our plans, this was the necessary amount of labor that we need to continue to sustain our system.

Ms. Mihaela Coopersmith introduced herself to Council and stated that she was the Project Manager for the City's water rate study. She stated that Raftelis was the most experienced utility finance and management consulting firm. She stated that they exclusively did financial studies and had approximately 170 consultants throughout the country. She stated that they had served over 1,700 utilities and local governments. She stated that when they set rates their goal was to make sure the City generated sufficient revenues to cover its revenue requirements. She stated that they also wanted to make sure that the rates were defensible, if challenged and met the City's stakeholder's objectives. She stated that the stakeholders were the City's customers as well as the bondholders and anyone that had any kind of relation with the utility. She stated that they then wanted to make sure that they were consistent with industry best practices.

Ms. Coopersmith stated that the study was a layered process and they started with identifying kind of the overall financial and pricing objectives by looking at the City's bond coverage requirements. She stated that the City could not have a coverage that fell below a certain requirement, because that was what was in the bond documents. She stated that they also looked at the City's cash reserve and financial policies to make sure that they were familiar with those and what they were working towards, then

they looked at the revenue requirements and the demand for the City's carrier system. She stated that they allocated those costs across various customer classes and then looked at the design of a rate structure and then put that all back together and how that lined up with the pricing objectives that were discussed at the beginning of the process. Ms. Coopersmith stated that the pricing objectives were a balancing act. She stated that the objective was to have rates that were easy to implement, but also recoup the fair share cost of every customer class. She stated that the City wanted to make sure its rates were affordable but also have revenue and rate stability. She stated that the City did not want to have a situation where one year rates were raised 20%, and the next year decreased by 10%, and the next year raised again. She stated that the City needed to have an annual plan of consistent small rate increases and that was why they looked at 10-year plans and looked into 10 years of spending that the City needed to do and make sure they were easy for the City's customers to understand.

Ms. Coopersmith stated that there were a lot of objectives they considered when looking at the City's rates. She stated that they started with a financial plan and work with staff to get data from the system. She stated that they started with the City's budget and looked at the City's billing data details, the capital plan, the beginning cash and debt service. She stated then they put those all in their model and project revenues and revenue requirements. She stated that they looked at the policies and objectives that they have set by working with staff and then generate an annual cash flow, which leads to recommended rate increases to generate the revenue the City needs. Ms. Coopersmith stated that they project the costs based on a variety of needs. She stated that they start with the City's operating budget and look at the expenses line by line and some of them have an inflationary rate increase. She stated that some of the expenses were a one-time cost and they make sure not to include them again. She stated that if the City needed to hire additional personnel, they made sure to account for that and budget for that. She stated that after they project the City's operating expenses, they look at the debt service and the capital plan. She stated that they looked at the City's demand by taking the billing data and looking at the number of accounts and the City's usage and calculate the revenues generated based on that billing data. She stated that then they compared that with what the City actually collected in the financial system. Ms. Coopersmith stated that they wanted to be sure that they were close but they were never going to be exact. She stated then they talked with staff and tried to understand what they were looking at in terms of growth. She stated for example, was the City expecting a lot of new developments over the next few years or expecting a large customer to leave the area and they determine their projections for the revenue, for the units and for the City's usage based on that. She stated then they applied whatever rate recommendations they built into the model to calculate the City's revenue projections.

Ms. Coopersmith stated that they would work with staff to make sure that the rate structure the City has makes sense for the system. She stated that typically they recommend that they work with staff annually to update the study and make sure that

whatever rating increases there are that they make sense based on whatever happens during the year. She stated that they also recommended that the City have an annual plan of some level of rate increases, because the costs were only rising. Mr. Flynn stated that it becomes easier once the City had been through this process where a structure is established that works. He stated that the goal was to build a fundamental equity into the rate base, so that all of the various classes within the system are being treated correctly then the City could do an across-the-board increase and 3% adjustment because everyone was being treated proportionally associated with this. He stated that first the City had to get to that place to know that its rates were set appropriately to begin with. He stated that would be part of the analysis and if there were adjustments that needed to be made to the existing rate structure.

Ms. Coopersmith stated that they would give the City recommendations based on what they would recommend in terms of what to do first, and what could wait and what could be done the next year and then ultimately Council would decide how they wanted to proceed. She stated that they would also recommend what they thought made the most sense and was most feasible to implement in what order.

B. Appointment Process

Mayor Partin stated that in the interest of trying to get Council to a good place, she had put together some thoughts and wanted Council to know that she had heard them very clearly regarding the City's appointment process. She stated that she did not think it was a broken system but she did think they could always do things better. She stated that she had reviewed the City of Rock Hill's potential member application and it had good questions and she thought it would be a good for the City to add a couple of other questions to its application so it would give Council a little bit more information about residents who wanted to volunteer but without being intimidating or possibly discouraging people from wanting to volunteer and getting involved with the City. She stated that Rock Hill's application asked why do you want to serve on a City of Rock Hill board, what specific contributions do you hope to make, what community topics concern you that relate to this board or commission and what experience or training qualifications do you have for this particular board or commission. Mayor Partin stated that they could also have the Police Department look to see if there was anything in the City's records that showed some safety or legal or behavioral concerns or issues that Council might not want somebody representing the City or wanting them in a position of authority. She stated that she thought these suggestions would hopefully get Council to a good place without being overly bureaucratic or cumbersome and achieve Council's goals.

Mayor Pro Tem James suggested that the Municipal Clerk notify interested residents the day and time that the board they were interested in met if she did not do that currently. Ms. Hegler suggested asking a resident that was interested in serving on multiple boards to fill out an application for each individual board. Council Member

Thomas suggested that each board and commission have at least one (1) person from each Council district. He stated for example if one (1) of the City's commissions or boards had one (1) opening and someone from Council Member Sox's district applied but his district was already represented but there was no one from Council Member Thomas' district he would want to recruit someone from his district for that position. Mayor Pro Tem James stated if there was a board or commission that Council Member Thomas' district did not have representation, he would support appointing that resident because they want the entire city to be represented. He stated that he did not know if a process would cure it but Council needed to try to make sure that they were representing those they served and mirror those they serve.

Mayor Pro Tem James stated that he thought potential member applications needed to be submitted to the Municipal Clerk two (2) weeks prior to any nomination period. Council Member Sox stated that some of the applications he reviewed asked the applicant how many meetings of the board they were applying for had they attended in the past six (6) months. He stated that all board and commission meetings were open to the public and if an interested candidate had already attended meetings that showed initiative. Mayor Pro Tem James asked if the staff liaison for each board and commission ever rotated. City Manager Hegler stated that the liaisons were chosen based on their position of expertise and it was part of their job description. Mayor Pro Tem James asked if Council needed to consider term limits for the boards and commissions. Ms. Corder was asked to compile how long each member had served on each board and send that to Council for their consideration.

Police Chief Cowan stated that in regard to background checks on applicants the application should clearly state that research was going to be done on the applicant's background. He asked if they were doing an internal in-house search or a public index search. Mayor Partin stated just an internal search. Mayor Partin asked Chief Cowan if he thought just a statement on the application saying there would be a check would suffice or did the applicant need to check a box acknowledging that they knew a check would be done. Chief Cowan stated that as long as they were just doing a records check and not a background check just check the box stating the applicant was acknowledging that they were aware of that internal records check and that information would be public information. City Manager Hegler asked that staff talk through it offline and revise the application and stated that she thought it would work out that as long as it did not take the police two weeks, staff could turn the application around by the next reasonable meeting.

Mayor Partin asked if Council wanted to make the suggested changes retroactive. Mayor Pro Tem James stated that he did not think it needed to be applied retroactively and the rest of Council agreed.

C. General Projects Update

City Manager Hegler stated that staff was working on a lot of projects. She stated that she was quickly going to list four (4) pages of projects that staff was working on above and beyond the daily day to day operations. She stated that staff was managing the \$500,000 Brownfields grant, managing \$10,000,000 of SCIP grants, trying to wrap up the Knox Abbott Drive streetscape project, building a kayak launch, upgrades to Kelly Jones Park, working on improving the City's parks and recreation, Taylor Street and Spencer Place. She stated that the City was constantly working on City properties, some paving was needed, new gates at some of the City's facilities were needed, more space and mobile offices were needed. She stated that staff just finished upgrades in Council Chambers and staff just started an ongoing review of conditions on all City facilities. She stated that staff was constantly maintaining the City's reservoir and staff was looking at new signage for the Riverwalk. City Manager Hegler stated that staff was trying to improve the City's employee affairs by updating the employee handbook, updating the leave policy and reviewing benefits. She stated that staff was updating the City's onboarding while looking at consolidated fire dispatch along with dealing with the county road maintenance agreement. She stated that staff was looking into station alerting for the firehouse and had just started the FY25 budget. She stated that the City needed prosecutors and needed to purchase police radios.

City Manager Hegler stated that the City had over 10 grant applications that were pending and staff was writing and waiting and managing grants all the time. She stated that there was event planning that was on top of Ms. Corder and Ms. Rowan's everyday expectations for what they do for the City. She stated that there was the Fall Fest, Soiree on State, Christmas in Cayce and staff was always wanting to add more events because they were doing a good job with the City's events. She stated that FOIA's were submitted to the City all the time and there was a zoning lawsuit on a home on M Avenue. She stated that there were several sidewalk projects on Frink Street with SCDOT and another one for the City's county IGA projects. She stated that staff was tracking franchise payments, the City was undergoing a rate study and completing Axon and Smart Cop. City Manager Hegler stated that the City was getting ready to do a huge gateway project with Airport Boulevard, staff was working on the 12,000 Year History Park Visitor Center and redistricting and code rewrites were needed. She stated that the City had ongoing SCDOT maintenance issues with several new signs in the City that were terrible. She stated that staff was implementing police software. She stated that staff was working on legislative affairs and Ms. Catchings was working hard to make sure there was a good plan in place for the Utility Department.

City Manager Hegler stated that there were future ideas that staff was always working on such as a budget book, what to do with the City's I-77 gateway, a tree canopy study, new software and an economic development strategy. She stated that staff was going to discuss with Council how to do more with the City's tax increment financing district. She stated that a new City Hall was needed, staff had vacant property ideas and staff wanted to work on how to process events better throughout the city. She stated that the scrapyards was an issue even though it was in the county. She

stated that wayfinding signage was needed as well as a comp plan update. She stated that the Museum was doing great work but managing a museum was not normal day to day operations for a city but staff loved it. City Manager Helger stated that staff was working on Baily Bill planning and there were major developments like Southern Commons. She stated that staff wanted to develop or be a part of Main Street USA and up the City's marketing to do a better job of telling people what was done at the city and what was done with tax dollars. She stated that staff wanted to look into annexation. She stated that she wanted to share with Council the breadth of all that staff had going on outside of day-to-day operations, quality of service and quality of life for citizens, managing staff, managing the City's assets and managing the dollar. She stated that she wanted to share all that information with Council as they think about going into the budget season and everything staff has requested. She stated that staff was excited about new ideas but had to keep in mind what was the capacity of staff to take on some big things. She stated that she was going to ask Council more and more to tell her how to prioritize new projects.

Mayor Pro Tem James asked City Manager Hegler to forward Council the list of projects that she just reviewed with them. He asked how the human resources time sheet was working that Council had approved in a previous budget. City Manager Hegler stated that she reported to Council that staff had to cancel that contract because the software did not perform what it was promised it would.

D. 177 Gateway Overlay

City Manager Hegler asked that this item be discussed at a later time.

E. Budget Preparation

City Manager Hegler stated that she asked the City's Chief Financial Officer, Ms. McMullen, to pull together some analytics to transition into the budget season. She stated that Council had a Utility Work Session where they would hear from the Utility departments about their specific needs and would do the same with the General Fund department as well. She stated that Ms. McMullen was going to give Council a lay of the land and it was not necessarily where we the City was currently but what Council needed to think about and what they could use as tools throughout the budget process.

Ms. McMullen stated that first she would review the United States unemployment rates versus South Carolina unemployment rates as of December 23. She stated that South Carolina's unemployment rate was 3% which was actually below the national rate of 3.7%. She stated that in the job market, there was less than one (1) unemployed job seeker for every job national opening. She stated that the City not only had to compete against state and local governments but also the private sector. She stated that in comparing private versus local government in regard to state and local government wage and salary growth for the first time since 2010, local and state government wage

growth had exceeded the private sector. Ms. McMullen stated that in reviewing conventional mortgage rates the rates skyrocketed around October 2023 to 7.62%. She stated that Wells Fargo was anticipating it to level out somewhere right above 6% and hold steady there for the forecasted horizon.

Ms. McMullen stated that in looking at inflation it was forecasting through June 2025 and is expected for the CPI to downturn which it already had, but rest somewhere right above the 2% level. She stated that the problem was costs were not lowering with the lowering of the CPI. She stated that the Governor's executive budget summary indicated that there was going to be another 9.7% increase to the employer portion of health insurance and that was on top of at least two (2) past pretty large increases to employer portions. She stated that it did not indicate how much if any, was going to be passed to the participating employers but there was potential for a 9.7% increase and that was a financial consideration to think about when planning for the budget.

Ms. McMullen stated that in looking at the socio-economic side of things there was a budget proviso which proposes to close the South Carolina Retirement System to new hires effective December 31, 2024. She stated that it had not gone anywhere past the proposal but it was something to consider. She stated that also dictated by the State budget was the millage rate increase limitation. She stated that the City was limited to millage increases by two (2) components. She stated that one (1) component was the inflation component and the Revenue Fiscal Affairs Office had already come out with the 2024-2025 cpi increase component of 4.12%. She stated that the second component was the population component and that would not be available until May 2024.

Ms. McMullen stated that another financial impact to the City that was also related to PEBA was the health insurance contribution rate. She stated that these were growing costs to the City and something that must be considered. She stated that another thing to be mindful of was insurance costs to include property insurance, vehicle insurance, liability insurance, etc. and they had more than doubled in cost. She stated that in focusing more on the City's General Fund, the City had several revenue sources and staff tried to diversify the General Fund portfolio as much as possible. She stated that property taxes came in at 4.9 and that was 25% of the total revenues for the year. She stated that one of the things that staff tried to be very aware to not sit the majority of the budget on property taxes. She stated that it was best practice to try to diversify your real estate market and your property tax market fluctuates with time through normal business processes, staff tried to stick to around a 25% property tax to ensure that the City had a stable revenue source across multiple sources. City Manager Hegler stated that not every municipality did that and kudos to Finance staff for finding other sources. She stated that the City had a heavy grant year the past year but she did not want Council to think that the budget would always be \$19.7 million. She stated that the City would not always have so many grant opportunities, but staff

spent so much time seeking them and so much effort seeking them to keep the 25% diversification.

Ms. McMullen stated that millage was the tax rate set by the City. She stated that the value of a mil was the amount of property tax revenue one mil would generate so it was basically 1/1000 of the assessed value of the property. She stated that the millage increase limitation was set by State code and it only applied to the City's General Fund operating millage. She stated that if the City were to ever issue general obligation debt, it would not apply to debt service debt or millage. She stated that property taxes were calculated based on the appraised value or fair market value of a home times its ratio. She stated that the ratio could fluctuate if one lived in their home permanently and could be 4% but if it was a rental, it would be 6%. Ms. McMullen stated that Cayce's current millage was 58.1 mills. She stated that the assessed value according to the Lexington County Auditor for 2024 was \$64,158.20. She stated to gauge how much tax revenue that brought in, one could multiply the value of one mil times the number of mills and that equaled \$3.7 million. She stated when looking at property taxes it was important to pay attention to mills but it was also very important to pay attention to the total assessed value within the City limits, which then would equate to the value of one mil within your city. She stated that if one lived in a \$200,000 fair market value home and it was a full-time legal residence then it would come to about \$464.80 annually.

Ms. McMullen stated that the City could focus more on the assessed value of the property owned in the City. She stated that if the City did not increase millage at all but created more of a tax base, the assessed value within the City limits would increase. She stated that currently the City's assessment value was \$64 million which brings in tax revenues of \$3.7 million but if it was increased from \$64 million to \$70 million in the tax base, the City would receive an additional \$339,000 without impacting that \$200,000 homeowner. She stated that the City charges a sanitation fee in lieu of charging for sanitation through property taxes. She stated that the City utilized user charges for sanitation in lieu of ad valorem taxes because sanitation services could be individually identified and costs for the service could be directly related to a level of service. Ms. McMullen stated that the City was able to charge a sanitation fee directly to households that received the service, instead of charging the City's entire tax base through ad valorem taxes. She stated that the pros of charging sanitation through millage was the City sees higher sanitation revenues due to increased millage on all taxable properties, and City residents did not see an additional fee on their utility bills. She stated that the pros of charging sanitation through a fee were the average citizen would pay less annually, a fluctuating market economy would not cause the same fluctuations in the amount paid for sanitation, and properties that did not receive the service (i.e. businesses) would not be charged for the service. City Manager Hegler stated that the City's fee for sanitation did not cover the cost to run the department. She stated that gap needed to be looked at and analyzed moving forward. Mayor Partin stated that City Manager Hegler recommended last year that Council increase the fee. City Manager

Hegler stated that even then it would not have covered the costs. She stated that in fact the City was supplementing the sanitation fee with partial millage.

Ms. McMullen stated that in regard to fee in lieu of taxes the City did not have any data to help support the numbers. She stated that she and City Manager Hegler were working together to find a solution to be able to gain more reporting for these numbers. City Manager Hegler stated staff could not tell what any of the numbers meant, except that the City received a check for that amount each year. She stated that there were agreements via the county for properties to have fee in lieu of taxes but the City did not know who they were with or how much they were. She stated that the City received one (1) check a year but staff was trying to get those details.

Ms. McMullen stated that the City's local accommodations tax and the hospitality tax were revenue sources. She stated that the City had seen a steady growth on the hospitality tax funds and had a little bit of a fund balance. She stated that staff was working diligently trying to get the fund balance down and put that into tourism related projects. City Manager Hegler stated that there was not an issue with having a healthy hospitality tax fund balance and she stated that it was a possible revenue source for the City as well. Ms. McMullen stated that there was a slight decrease in the State accommodations tax funds because she did a true up of all of the City's State accommodations tax money in FY 21/22 to make sure that every money that was allocated was spent. She stated that at that point staff realized that there was a little bit of money owed to the 30% entities, the advertising agencies, so staff did a true up on that money. She stated that the fund balance was restricted for tourism. City Manager Hegler stated that State tax legislation did not want there to be a fund balance.

Ms. McMullen stated that fund balances were divided into classifications that represented a level of constraint the City had placed on the amount for specific purposes. She stated that non-spendable fund balance was prepaid expenses - inventory, self-insured items, items not in a spendable form, therefore they could not be spent. She stated that restricted fund balance had limitations imposed through legislation, federal legislation, state legislation, grantors, creditors, people that had authority externally putting a restriction on the money. She stated committed fund balance was funds that could only be used for specific purposes imposed by a formal action of Council through Ordinance. She stated that assigned fund balance were funds that were intended for a specific purpose. She stated lastly was unassigned fund balance which was residual funds that were not classified under any of the other criteria for fund balance and was available for any purpose. Ms. McMullen stated that a healthy fund balance was actually very good for the City. She stated that some of the advantages to having a healthy fund balance was it provided cash flow for operating needs. She stated that cash flows were cyclical in nature so at times the City had cash flows that were very delayed, but the City still had to function the entire several months before those revenues start coming in so the fund balance helped to bridge that gap.

Ms. McMullen stated that tax increment financing (TIF) was another financial tool that municipalities could use to take what could be a blighted district and redevelop it. She stated that this allowed the municipality to incur debt in order to fund their redevelopment project area and the TIF would generate redevelopment in the area which would increase the assessment value in that income area, which would incur revenues so that the City could pay off that debt. She stated that the TIF was holding a fund balance that had to be used for the redevelopment district unless Council chooses otherwise. She stated that the TIF fund balance was currently \$5.2 million. She stated that she would recommend that Council restrict \$650,000 to \$700,000 annually to cover the debt service payments on the TIF bond. She stated that the TIF bond was set to mature and the City would stop making payments on it in 2037.

Ms. McMullen discussed the differences between the General Fund versus the Enterprise Fund. She stated that the General Fund was a type of governmental fund and those funds were used to record and report resources of government day-to-day operations. She stated that when referring to a fund balance, those were related to governmental activity types of funds, which include the general fund, the TIF and local option permits. She stated that they were always the representative of the main operating functions of the City. She stated that a proprietary fund was funded by user charges and fees directly related to the service. She stated that the utility fund was an example of a proprietary fund. She stated that on the utility side a fund balance was called a net position and it was even more restricted than the general fund. Ms. McMullen stated that she had to restrict the City's net investment in the City's capital assets. She stated that reserves were very important in the utility side and that was something the City's utility staff did very well. She stated that some of the major revenue sources were sewer sales, water sales and capacity charges.

Ms. McMullen stated that the City had four (4) major sources of capital reserves. She stated that a capacity reserve was a fund set aside for large projects that the operating budget just could not handle in that moment. She stated that the wastewater reserve was money that had to be spent only on improvements related to the wastewater plant pursuant to the agreement the City had with Lexington County and the Lexington County Joint Water & Sewer Commission. She stated that the capital reserves and capital equipment reserve fund were set aside for everything else and were both funded by the budget. She stated that capital equipment reserve consisted of large equipment purchases that were needed immediately. She stated that the capital reserve consisted of necessary repairs. She stated that the City's utilities did finish FY23 with an unrestricted net position of \$4.2 million and that was healthy for a utility fund. She stated that the total reserves for the utility fund at the end of 2023 was \$11.7 million, which was approximately 51% of annual operating expenses. City Manager Hegler thanked Ms. McMullen for her excellent presentation. She stated that it was 4:30pm so the meeting would have to conclude at this point.

F. Procurement Process Update

G. Hate Crime Ordinance

City Manager's Report

There were no City Manager comments.

Council Comments

There were no Council comments.

Adjourn

Council Member Thomas made a motion to adjourn the work session. Council Member Sox seconded the motion which was unanimously approved by roll call vote. There being no further business, the meeting adjourned at 4:30 p.m.

Elise Partin, Mayor

ATTEST:

Mendy Corder, CMC, Municipal Clerk



Mayor
Elise Partin

Mayor Pro-Tem
Tim James

Council Members
Phil Carter
Hunter Sox
Byron Thomas

City Manager
Tracy Hegler

Deputy City Manager
Jim Crosland
Assistant City Manager
Michael Conley

**City of Cayce
Regular Council Meeting
Wednesday, February 21, 2024**

The February 21, 2024, Regular Council Meeting was held this evening at 5:00 p.m. in Council Chambers. Those present included Mayor Elise Partin, Mayor Pro Tem Tim James and Council Members Hunter Sox and Byron Thomas. City Manager Tracy Hegler, Deputy City Manager Jim Crosland, Assistant City Manager Michael Conley, Municipal Clerk Mendy Corder, Police Chief Chris Cowan, Fire Chief Steven Bullard, Finance Director Kelly McMullen, Human Resources Director Lynn Dooley, Utility Director Betsy Catchings, IT Director Jamie Beckham 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 meeting in accordance with the FOIA. Ms. Corder confirmed they were notified.

Call to Order

Mayor Partin called the meeting to order and Mayor Pro Tem James gave the invocation. Mayor Partin led the assembly in the Pledge of Allegiance.

Public Comment Regarding Items on the Agenda

No one signed up for Public Comment.

Presentations

- A. Recognition of City Employee, Betsy Catchings, being awarded the Water Environment Association of South Carolina Capital District Engineer of the Year

Mayor Partin stated that Ms. Betsy Catchings, the City's Director of Utilities, was being recognized for being awarded the Water Environment Association of South Carolina Capital District Engineer of the Year and stated that this award was even more special because she was nominated by one of her staff members. Mayor Partin stated that as the Utility Director Ms. Catchings had a vast area of responsibility, which included a 25 MGD wastewater treatment facility, a 9.6 MGD water treatment facility, a 600,000 gallon pretreatment grease and septic facility, an extensive water and sewer distribution center, which covers over 70 lift stations, approximately 500 miles of force and gravity sewer lines and over 250 miles of potable water lines. Mayor Partin stated that Ms. Catchings keeps the City in compliance with SCDHEC and manages over 71 employees and is also responsible for staffing in the Utility Department. She stated that Ms. Catchings completes yearly budgets of several million dollars and ensures all her areas are able to function within those numbers and also anticipates utility needs and

has future planning in place for those projects. Mayor Partin stated Ms. Catchings has been instrumental in getting staff motivated and excited and has a positive attitude and strong work ethic which have made an impact on morale in the Utility Department. She stated that Ms. Catching's 20 plus years of professional engineering knowledge provides the City with a means to improve and to upgrade its infrastructure. She stated that she has initiated several policy changes that have been a huge help to staff retention and she has been the driving force in getting the newest operators enrolled in the required courses. She stated that Ms. Catchings donates countless hours of her time to WEASC activities and is always raising awareness for the District Scholarship Fund. Mayor Partin stated that Ms. Catchings staff says that while any department and municipality has its challenges with Betsy as their director the City will be better for it. Mayor Partin asked Ms. Catchings to join her in front of the assembly. Ms. Catchings stated that receiving the award was an honor and thanked Cayce staff.

B. Presentation by Ms. Miriam Atria and Ms. Vickie Davis with Capital City Lake Murray Country regarding Updates on Regional Tourism Marketing

Mayor Partin stated Ms. Miriam Atria and Ms. Vickie Davis with Capital City Lake Murray Country were present to update Council on regional tourism marketing. Ms. Atria stated that she brought Ms. Vicki Davis, who was promoted this year, to Senior Vice President of Funding and Special Events along for the presentation to share what they were doing for the City of Cayce from the tourism perspective. Ms. Atria shared an ad that received national recognition by the Academy of Visual Arts as the best communicator award of tourism products. She stated that it had played across the world for the last year and a half and had been viewed by millions of people. Ms. Atria stated that since Cayce was part of the Capital City Lake Murray Country region, they were able to get ads for Cayce in the state visitor guide at a lower cost. She stated that they also placed Cayce in a four-page advertorial spread for a food and travel magazine as Cayce has some cool dining experiences. Ms. Atria stated that Cayce was also in "Playcation" the generic tourism marketing done all across the United States to get people to think about coming to play and stay. She stated that Forbes Magazine did a feature story on the Midlands region as the Jewel of the Palmetto State. She stated that they do a lot with Google ads, search with keywords, etc. and that LakeMurrayCountry.com encompasses a four-county region and all the communities within that region, so the website has gained a lot of notability. Ms. Atria stated that since the first of July, 14 million impressions were tracked on the website from across the world and there was strong international visitation on the website.

Ms. Atria stated that Lake Murray Country was producing a lot of blog articles and that they had a contract with Laurie Rowe Communications of Atlanta. She stated that in the last year, they published 296 articles with a marketing value well over \$40 million. She stated that they believed in content and telling stories versus buying a full-page ad in a magazine because that's what people are looking for. She stated that they promoted anything and everything concerning the City of Cayce as a special event area

and had the details in the calendar of events on lakemurraycountry.com. Ms. Atria stated that since the first of July there had been an increase of 61% new users, specifically looking for information on the website for the City of Cayce. She shared the Google Search impressions that showed the top three events in the City that people were interested in were Cayce Fall Fest, the Holiday Parade of Lights and the Christmas Tree Lighting and that each year they would share this information with Council so Council could start seeing the build of traffic specific to the City of Cayce.

Ms. Atria stated that the City of Cayce was in the Discovered Visitor Guide with an ad that was coordinated with City staff and paid for with Accommodations Tax money they received. She stated that they were helping to promote Soiree on State and that they had a heavy social media presence with a lot of traffic coming into that. She stated that Lake Murray Country just announced the Southeastern Barbecue Showdown along with 14 other special events that they were bringing in from across the United States from golf, to fishing, to culinary events. She stated that they were going to bring the Twisted Cat Outdoors Catfish Tournament to the streets and that in 2025 there was going to be a parade of fishing boats coming in with the big catfish out of Lake Murray on them, ending in a street festival. Ms. Atria stated that there would be television coverage as it really draws a crowd and it was going to be a fun and exciting event for Cayce. She stated Bassmaster's Elite was in town last April and the Midlands region was on national television on a Sunday morning for five and a half hours, because the fishermen were interviewed and during the commercials a community video that Lake Murray County helped them produce aired. She stated that the ad was shown on Fox Sports One and that they would be coming back in May.

Ms. Atria stated they were continuing the Revolutionary War promotions and working with the communities on that and that they announced this year that they formed another Dam Committee for the 100th anniversary Dam Celebration, which would occur in 2027 and that they asked Mayor Pro Tem James to help in the planning. She stated that the purpose of that event was to mimic the Eclipse event with a one-week celebration around the whole region to celebrate all things water. She stated that the band Alabama would perform at the inaugural Southeastern Barbecue Showdown in Segra Park. She stated that on the website they had a hotel booking engine with a capacity of 10,000 and they were marketing this outside the region because they wanted tourists to sign up and book hotel rooms. She stated she was sure that the City's hotels and restaurants would see a large increase in sales during this time.

Mayor Pro Tem James asked what street the Twisted Cat Outdoor location would be on. Ms. Atria stated that was still being discussed to determine how many boats would be involved and what size street they would need, along with a time frame on when they would need to close the streets to stage vehicles. Ms. Davis stated they would also need an end site for more activities and once they had a spec sheet they would coordinate with Council. Council Member Thomas asked if Lake Murray Country marketed the type of fish that were in the river by the boat ramp in Cayce. Ms. Atria

stated that they market the four-county region and everything in the rivers and lakes and anything to do with outdoor recreation. She stated they had recently interviewed Mr. Michael Mayo for their podcast and that they had a new booth for conferences that was made to look like it was on the river to help people see all this area has to offer. Council Member Sox asked what night Alabama would be performing. Ms. Davis stated it was Saturday night. Ms. Atria stated there would be a Shag Night with South Carolina Barbecue Association doing a chicken wing cook off on Friday night with Band of Oz playing. She stated that on Saturday there would be Boston butts and ribs with competition between chefs from all over the world potentially and there would be a tasting for the public with the concert beginning at 8pm and fireworks at the end.

Mayor Partin stated she had listened to the podcast with Michael Geddings and enjoyed learning about how he could draw at a young age and had a photographic memory. She stated that he had his art questioned in first grade and had to draw in front of adults to prove he could create such detailed art. Ms. Atria stated that was the point of the podcast, to tell unknown stories and that it would go out once a month and that they have a huge audience with 18 affiliates carrying that podcast across the United States. She thanked Council for their support.

Item for Discussion and Possible Approval

- A. Discussion and Approval of Letter of Support for the Disposition of Public Housing for the Cayce Housing Authority

City Manager Tracy Hegler stated that the City's attorneys had a good conversation with the Housing Authority and were reviewing the letter. She asked Council to give them until March to finalize that agreement. Mayor Pro Tem James made a motion to defer the item to the next Council Meeting. Council Member Thomas seconded the motion which was unanimously approved by roll call vote.

Ordinance

- A. Discussion and Approval of Ordinance 2024-02 Granting Lumos Fiber of South Carolina, LLC a Nonexclusive Franchise for the Use of Public Streets and Public Rights-of-Way for Facilities for Telecommunications Services – Second Reading

Ms. Hegler stated that there have been good conversations between the City and Lumos but that they still did not have an agreement to bring before Council and asked the item be deferred until the March meeting. Council Member Sox made a motion to defer the item until the next Council Meeting. Council Member Thomas seconded the motion which was unanimously approved by roll call vote.

Committee Matters

A. Appointments and Reappointments

- Accommodations Tax Committee – One (1) Position
- Cayce Housing Authority – One (1) Position
- Events Committee – Two (2) Positions
- Municipal Election Commission – One (1) Position
- Museum Commission - One (1) Position

Mayor Partin stated that the Cayce Housing Authority had one (1) open position and Council received applications in the following order from Ms. Evony Reed, Mr. Rusty Rabon, Mr. Daniel Yackel, Ms. Kelly Wuest and Ms. Diana Bray. Mayor Pro Tem James made a motion to appoint Ms. Reed. Council Member Thomas seconded the motion which was unanimously approved by roll call vote.

Mayor Partin stated there were two (2) open positions for the Events Committee and that Council had received three (3) applications in the order of Ms. Ashley Hunter, Ms. Jean Boiteau and Ms. Diana Bray. Mayor Pro Tem James made a motion to appoint Ms. Hunter and Ms. Boiteau. Council Member Thomas seconded the motion which was unanimously approved by roll call vote.

Mayor Partin stated that for the Municipal Election Commission the agenda stated there was one (1) open position, but that Council had been notified there were actually two (2) positions open and that there were two (2) applications, one from Mr. Fletcher Smith and one from Ms. Diana Bray. Council Member Sox made a motion to appoint Mr. Smith and Ms. Bray to the Municipal Election Commission and Mayor Pro Tem James seconded the motion which was unanimously approved by roll call vote.

Mayor Partin stated that Ms. Charlita Earle submitted her reappointment application for the Museum Commission and she regularly attended meetings and would like to serve again. Mayor Pro Tem James made a motion to reappoint Ms. Earle. Council Member Sox seconded the motion which was unanimously approved by roll call vote.

City Manager's Report

Ms. Hegler stated that there had been great media attention at the Steel Paws press event where the City had introduced the new K9 Nero and his handler, Officer Hartley. She stated that the City's fleet team was currently attending weekly meetings on the new software package that Council supported and it would hopefully be in the fleet soon. She reminded Council of the upcoming Broadacres neighborhood cleanup on Saturday, March 2, 2024.

Council Comments

Council Member Thomas stated it was his birthday and he was thrilled to be spending it with Council and City staff. He stated that he attended the new African American exhibit opening at the Cayce Historical Museum and there was a lot of energy and love there. He stated that Mayor Partin did a great job speaking as well as the other speakers and it was a great night to learn about the history of Cayce and how far the City has come. He stated that the exhibit was permanent, and he urged everyone to go see it. Council Member Thomas thanked Lieutenant West for letting him know about the Riverland Park Neighborhood Association meeting held on President's Day. He stated that he was unable to attend but planned on attending the cleanup in March.

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
 - 1. Update on Lexington County's Cancellation of Road Maintenance Agreement
 - 2. Claim for Improvements to Taylor Street at New State Road
 - 3. Claim for Improvements to Spencer Place

Mayor Pro Tem James made a motion to move into Executive Session. Council Member Sox seconded the motion and which was unanimously approved by roll call vote.

Reconvene

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

Adjourn

Council Member Sox made a motion to adjourn the meeting. Mayor Pro Tem James seconded the motion which was unanimously approved by roll call vote. There being no further business, the meeting adjourned at 6:16 pm.

Elise Partin, Mayor

ATTEST:

Mendy Corder, CMC, Municipal Clerk

Memorandum

To: Mayor and Council

From: Tracy Hegler, City Manager

Date: February 1, 2024

Subject: Cayce Housing Authority Support Letter

Issue

Council approval is needed for a letter of support for the disposition of public housing for the Cayce Housing Authority.

Background

The Cayce Housing Authority is proposing to convert forty-one (41) public housing units to project-based vouchers. The Cayce Housing Authority Board will continue to provide oversight to all units. This conversion has been listed in the five-year strategic plan (2020-2025) created by the Columbia Housing Authority and passed by the Cayce Housing Authority Board. This conversion is a recommendation by US Department of Housing and Urban Development (HUD) for all small public housing authorities (PHA). Additionally, converting the forty-one units from public housing to project-based vouchers will allow the housing authority more security in HUD funding and more flexibility in addressing the needs of a continued aging housing stock.

Columbia Housing Authority: "HUD has encouraged all PHA's to consider conversion and has particularly encouraged small PHA's to exit the public housing program. In December 2018, HUD issued a specific process under which PHA's with less than 50 units can dispose of the public housing simply because there are less than 50 units. Specifically, for Cayce, we propose to convert the units to project based voucher which will increase annual revenue for the properties and enable us to secure financing for future renovations of the properties."

Recommendation

It is the discretion of the Council whether they support the proposed action of the Cayce Housing Authority. Since HUD is requiring a support letter from the City prior to the Cayce Housing Board Resolution, staff requests, if Council chooses to support the conversion, that you authorize the City Manager to execute the support letter.



1917 Harden Street
Columbia, South Carolina 29204
(803) 254-3886

October 17, 2023

Special Applications Center
U.S. Department of Housing and Urban Development

RE: Section 18 Disposition of Public Housing, Less than 50 Units

Dear SAC,

This letter is to express the support of the City of Cayce to dispose of the existing 41 public housing units through conversion to Project Based Vouchers.

The City supports the Housing Authority's decision to exit the Public Housing program to minimize the administrative burden for the small housing authority and to enable the ability to secure private financing in the future to support additional renovations of the existing units.

We understand that a twenty-year Housing Assistance Payments Contract will be provided for the 41 units which will assure continued affordability for the citizens of Cayce.

Cayce Housing Authority has a Management Agreement with the Housing Authority of the City of Columbia executed in 1981. Under this Management Agreement, Columbia Housing will administer the Project Based Vouchers for the units located in the City of Cayce.

If you have any questions or need any additional information, you may contact

Sincerely,

Memorandum

To: Mayor and Council
From: Tracy Hegler, City Manager
Date: March 4, 2024
Subject: Fireworks Exemption for Hidden City Music Festival

Issue

Council's approval is needed to grant the Hidden City Music Festival an exemption from Ordinance Sec: 20-46 Discharge of Fireworks and Sec: 20-47 Exceptions.

Discussion

Per City Ordinance, it is unlawful to fire, shoot or discharge fireworks within the corporate limits of the City, with a few exceptions.

Ordinance Sec: 20-47 Exceptions states that: Notwithstanding the provisions of section 20-46, the discharge or shooting of fireworks may be permitted under the following circumstances:

(4) The discharging or shooting of fireworks in conjunction with a special event to the extent allowed under the terms of the permit issued by the public safety director and approved by council.

Hidden City Music Festival is currently working on their special events permit to host a concert on March 30, 2024 at the Historic Columbia Speedway located on Charleston Highway. The event will start at 2:00pm and last until approximately 10:30pm. They are requesting an exception under the listed ordinance to have fireworks at their event (see description from applicant attached).

To our knowledge, Hidden City has not received their permit through the State which is required, and which will establish the time limits for the display. Hidden City has also requested a noise waiver to 10:40pm, indicating music will conclude at 10:30pm. By ordinance, the noise waiver is approved by the City Manager, pending certain criteria. An extension was granted last year (2023) to 10:30pm, coinciding with the timing of the approved state firework permit.

Staff is attempting to be proactive on bringing this request forward, despite not having the State permit, and would note that if Council is inclined to approve the firework exception, that it is done conditioned on receiving a permit from the state. Council will also need to define the hours of the fireworks display. The City's Police and Fire Chiefs both wish to note that an extension of music to 10:30 (and consistent with the event application), would mean that staff are working until 11:30pm, making for a very long day.

Recommendation

Hidden Music Festival is requesting Council approve the Exception (4) under ordinance Sec 20-47.

HIDDEN CITY MUSIC FESTIVAL

Firework Summary

Esteemed City Council Members of Cayce please see the below firework summary for your review in considering the approval the fireworks for Hidden City Music Festival

Company: Munnerlyn Pyrotechnics. Munnerlyn is the premier firework company of the south east. With over 20 years of experience, they are responsible for most of the firework shows in South Carolina and the south east including Columbia's NYE and 4th of July show. The company is fully licensed and insured.

Types of Fireworks: The show consist of two types of close proximity and 1.3 (Outdoor Fourth of July Fireworks)

Close Proximity: These fireworks are specially design to be fire closer to the audience and there for a much quitter and complete burn up as they travel into the air. They never exceed 120 Db. In reference to the housing around the Speedway the nearest housing is 500 ft away from where fireworks will be launched. Using sound attenuation this mean the sound heard at the nearest neighborhood is 66 Db. This is equivalent to the sound of a flushing toilet. Essentially noise from these fireworks will not be heard outside of the venue.

1.3 (Outdoor Pyro): These are the typical fireworks you see during fourth of July. These fireworks range from 140-160 Db and are launched appx 300 feet in the air. Using the same calculation above this means the loudest Db level at the nearest residential neighborhood is 104 Db. This is the equivalent to the sound of a handheld drill or sander.

Schedule: This year Hidden City will be primarily using close proximity fireworks. These will be periodically fired from 7pm -1030pm. 1.3 fireworks will be used during the finally which will be the last 2 minutes of the festival.

Thank you for your time and consideration. Please direct any questions to Shelby Judd.

Cell: 805-709-3607

Email: Shelby@hiddencitymusicfestival.com

SPECIAL EVENT FIREWORKS PERMIT
(Pursuant to City Code section 20-47(4))

EVENT APPLICANT NAME _____

PYROTECHNIC COMPANY _____

EVENT LOCATION _____

EVENT DATE _____

TERMS OF FIREWORKS PERMIT

1. Event applicant and pyrotechnic company agree to comply with any and all Federal, State and municipal regulations and requirements as to licensing, insurance, and permits, including the terms of any Permit issued by the Office of State Fire Marshal.

2. Event applicant and pyrotechnic company agree to cease use of fireworks immediately upon direction and in the sole discretion of the Cayce Fire Chief or his designee or the Cayce Police Chief or his designee.

3. Event applicant and pyrotechnic company agree that this Permit may be revoked immediately for violation of any term of this Permit as determined in the sole discretion of the Cayce Fire Chief or his designee or the Cayce Police Chief or his designee.

4. Hours of use or display of fireworks shall be 7:00 p.m. to **[8:00 or 8:30 or 9:00]** p.m.

5. No later than 24 hours prior to the commencement of the event, applicant shall post cash or check in the amount of \$2,500 with the City Clerk as a bond against any violation of the terms of this Permit or any failure to comply with the terms of this Permit. The bond shall be refundable in the event of no violation of terms in the determination of both the Cayce Fire Chief or his designee and the Cayce Police Chief or his designee.

ISSUED BY CAYCE FIRE CHIEF

APPROVED BY CITY COUNCIL

By _____

By _____

ACCEPTED BY EVENT APPLICANT

ACCEPTED BY PYROTECNIC COMPANY

By _____

By _____

Memorandum

To: Mayor and Council

From: Tracy Hegler, City Manager

Date: March 4, 2024

Subject: Discussion and Approval for the repair of the Cayce Riverwalk Boardwalk

Issue

Council's approval is needed to approve a Tax Increment Financing (TIF) fund expenditure for the repair of the Cayce Riverwalk boardwalk which is located near the train trestle along the Riverwalk.

Discussion

Over the past few months, the Congaree River has experienced several severe flood levels – one event last month caused the entire Riverwalk and the Thomas Newman Public Boat Landing to flood. This flooding caused severe structural damage to the boardwalk located between the train trestle and the Kelley Jones Park. That portion of the Riverwalk has been closed since and will remain closed until the repair has been completed.

Our on-call General Contractor, 3D Dirtworks, who has provided regular maintenance for our Riverwalk over the years, provided a cost estimate for this project of \$275,000, with a recommendation that we add an additional \$25,000 contingency, bringing the total to \$300,000. The contingency is for any unforeseen additional damage that may be discovered during construction.

The City's TIF fund currently holds a fund balance of \$4,671,092.

Recommendation

Staff recommends Council approve 3D Dirtworks to repair the boardwalk in the not to exceed amount of \$300,000 and authorize the City Manager to execute appropriate agreements. The funds will be allocated from the TIF fund.

Memorandum

To: Mayor and Council

From: Tracy Hegler, City Manager

Date: March 4, 2024

Subject: Lumos Franchise Ordinance and Agreement – Second Reading

Issue

Council approval is needed to accept the franchise agreement with Lumos Fiber of South Carolina, LLC.

Background

The City seeks to enter into a franchise agreement with Lumos Fiber of South Carolina, LLC. Pursuant to Title 5, Chapter 7, Section 30 of the South Carolina Code and Title 58, Chapter 9, Section 2230 of the South Carolina Code, the City has been granted by the General Assembly the ability to enter into Franchise Agreements with telecommunication companies wishing to operate in their jurisdiction and using its public rights-of-way. This power is further expressed through Section 17 of the Cayce City Code of Ordinances.

The proposed franchise agreement allows greater transparency on behalf of both parties. The agreement is compliant with Telecommunications Act of 1999 which greatly restricts the City's ability to impose any statutorily fixed franchise fee outside of the established range, which is defined by the City's population.

Over the last couple months, the City has continued to negotiate optimally with Lumos. A new agreement is attached for Council's consideration. In lieu of the \$750 franchise fee allowed by the Telecommunications Act, Lumos has agreed to install access at five (5) City parks.

Recommendation

Staff recommends City Council give Second Reading approval to Ordinance 2024-02 proposing a franchise agreement with Lumos Fiber of South Carolina, LLC and authorize the City Manager to execute the agreement on its behalf.

**CITY OF CAYCE, SOUTH CAROLINA NONEXCLUSIVE FRANCHISE
AGREEMENT WITH LUMOS FIBER OF SOUTH CAROLINA, LLC**

This Nonexclusive Franchise Agreement (hereinafter "Agreement") is made and entered into as of this __day of _____2024 ("Effective Date"), by and between the CITY OF CAYCE, a South Carolina municipal corporation (hereinafter "City" or "Grantor") and LUMOS FIBER OF SOUTH CAROLINA, LLC, a South Carolina limited liability company, (hereinafter "LUMOS" or "GRANTEE"), having its principal office at 4100 Mendenhall Oaks Pkwy, Suite 300, High Point, NC 27265.

WHEREAS, GRANTEE is a limited liability company duly organized and existing under the laws of the State of South Carolina; and

WHEREAS, GRANTEE desires to use and occupy the streets and public rights-of-way (as hereinafter defined) located within the City for the purposes of constructing, installing, and maintaining network facilities for telecommunications services within and through the City; and

WHEREAS, pursuant to Title 5, Chapter 7, Section 30 of the South Carolina Code, and Title 58, Chapter 9, Section 2230 of the South Carolina Code, the City has the authority to grant franchises and other authorizations for the use and occupancy of the streets and public rights-of-way; and

WHEREAS, the City is agreeable to allowing GRANTEE to use the streets and public rights-of-way, subject to the terms and conditions hereinafter set forth and subject to any lawful telecommunications regulatory ordinance that may be adopted by the City in the future; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the City and GRANTEE agree as follows:

Section 1. Grant of Authority. (a) Subject to the terms of this Agreement, the City hereby grants to GRANTEE the non-exclusive right to construct, install, maintain, locate, move, operate, place, protect, reconstruct, reinstall, relocate, remove, and replace fiber optic or other cable and related facilities for the provision of telecommunications service in the public streets and public rights-of-way in the City of Cayce. GRANTEE shall be solely responsible for obtaining any required consents from State agencies or from Lexington County and/or Richland County or from private parties to the extent that its operations affect

State, County or private property, or affects their roads, streets or highways or their rights-of-way or easements.

(b) GRANTEE acknowledges that this grant of authority is for the benefit of GRANTEE only, and that GRANTEE is not authorized to lease, sublease, assign or otherwise allow other providers to use or occupy the public rights-of-way except in accordance with provisions of this Agreement.

(c) GRANTEE acknowledges that, to the extent allowed by State and Federal law, the City has the authority, to adopt ordinances regulating the use of the public rights-of-way, so long as such ordinances apply equally to all certificated providers of telecommunications services and are related to using the public streets and public rights-of-way in the City. GRANTEE agrees to be bound by all such future lawful ordinances so long as it operates telecommunication services or has property or equipment within the public streets or rights-of-way located in the City.

(d) This Agreement is not a grant by the City of any fee simple or other property interest except as expressly contemplated by this Agreement and is made subject and subordinate to the prior and continuing right of the City to use the public streets and public rights-of-way occupied by GRANTEE for the purpose of laying, installing, maintaining, repairing, protecting, replacing, and removing sanitary sewers, water mains, storm drains, gas mains, poles and other equipment for municipal uses and with the right of ingress and egress, along, above, over, across and in said public streets and public rights-of-way, or for any public purpose.

(e) This Agreement shall be in full force and effect from and after the date of its approval by the City Council governing body; provided, however, that notwithstanding such approval, this Agreement shall not become effective until all required bonds, certificates of insurance and other instruments required by this Agreement have been filed with, and accepted and approved by the City, which acceptance and approval shall not be unreasonably delayed, conditioned, or withheld.

Section 2. Definitions. For the purpose of this Agreement, and the interpretation and enforcement thereof, the following words and phrases shall have the following meanings, unless the context of the sentence in which they are used shall indicate otherwise:

"Affiliate" means a person or entity that directly, or indirectly, through one or more intermediaries, owns, controls, is owned or controlled by, or is under common ownership or control with another person or entity.

"Cable service" shall have the same meaning as in the 47 U.S. Code § 522 and shall be synonymous with the term "cable television service."

"City" means the City of Cayce, South Carolina, and where appropriate to the context, its officers, agents, employees, and volunteers.

"City Attorney" means the City Attorney of the City of Cayce or his/her designee.

"City Council" means the City Council of the City of Cayce.

"City Engineer" means the City Engineer or his/her designee.

"City Manager" means the City Manager of the City of Cayce or his/her designee.

"City Property" means and includes all real property owned by the City, including all property held in a proprietary capacity by the City.

"Conduit" means any materials, such as metal or plastic pipe, that protects wire, cable, lines, fiber optic cable, or other technology for the provision of telecommunications service.

"Duct" means a pipe, tube, channel, or similar item for carrying wires, lines, cables, fiber optic cable, or other technology for the provision of telecommunications service.

"Fiber optic or other cable and related facilities" means fiber optic cables or other cables, facilities, conduits, converters, splice boxes, handholds, manholes, vaults, equipment, drains, surface location markers, appurtenances and related facilities located or to be located by GRANTEE in the public streets or rights-of-way in the City used or useful for the transmission of telecommunications services.

"GRANTEE" or *"Lumos"* means Lumos Fiber of South Carolina, LLC.

"Grantor" means the City of Cayce.

"Public streets and public rights-of-way" or *"public ways"* include the surface of, and the space above and below, any public street, road, highway, avenue, sidewalk, way, bridge, viaduct, alley or other public right-of-way, including unimproved surfaces, now or hereafter held by or within the City for the purpose of public travel, communications, alarm, street lighting, power distribution, water or sewer service or other public use,

whether present or future, to the extent of the City's right, title, interest or authority to grant a franchise to occupy and use such streets and easements for the purpose of providing telecommunications services.

“Public works project or public improvements” include, without limitation, the construction, realignment, paving or repaving, or other work on any public street or public right-of-way, change of grade or alignment of any public street or public right-of-way, the construction or reconstruction of any water, sanitary sewer, storm sewer, force main, drainage or communications facility of the City.

“Telecommunications facilities” means the plant, equipment, and property, including, but not limited to, the poles, pipes, mains, conduits, ducts, fiber optic and other cables, circuits, and wires, and any other equipment and property used by GRANTEE to provide telecommunications service.

“Telecommunications service” means the providing or offering for rent, sale, or lease, or in exchange for other value received, the transmittal of signals, including but not limited to, voice, data, image, graphic or video or other programming information, except cable television service, between or among points by wire, lines, cable, fiber optics, circuits, laser or infrared, microwave, radio, satellite, or other telecommunications facilities, but not including cable television service.

Section 3. Term of Agreement. The term of this Agreement shall be for an initial term of twenty years, commencing on the Effective Date (“Initial Term”). Unless either party gives ninety (90) days written notice of its intention to terminate the Agreement prior to the end of the Initial Term, the Agreement shall thereafter automatically renew for up to three (3) additional ten (10) year terms, for a maximum of fifty (50) years (each a “Renewal Term”); however, such renewal shall not automatically occur if a material, uncured breach has not been remedied and the non-breaching party provides ninety (90) days written notice prior to the end of a Renewal Term. Upon termination of this Agreement as herein provided, and unless the parties are in active good faith negotiation of a replacement agreement or otherwise agree in writing to an extension, GRANTEE shall be prohibited from further access to the public rights-of-way in the City.

Section 4. Compliance With Applicable Law. GRANTEE shall at all times during the term of this Agreement, including any renewal period, comply with all applicable federal, state, and local laws, ordinances, and regulations. Expressly reserved to the City is the right to adopt, in addition to the provisions of this Agreement and existing laws, such additional ordinances and regulations as are necessary for the lawful

exercise of its police power for the benefit and safety of the public.

Section 5. Construction; Location or Relocation of Facilities. All GRANTEE facilities shall be constructed, installed, and located according to the terms and conditions contained herein, unless otherwise specified by the City.

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

5.2. Whenever existing overhead electric utilities, cable facilities or telecommunications facilities are relocated underground within a particular segment of a street or public right-of-way of the City, GRANTEE shall relocate its facilities underground within a reasonable amount of time after notification by the City that such facilities must be relocated. Absent extraordinary circumstances or undue hardship as reasonably determined by the City, such relocation shall be made concurrently to minimize the disruption of the public streets or public rights-of-way.

5.3. GRANTEE shall obtain all required permits for the construction or installation of its facilities as required in this Agreement, provided, however, that nothing in this Agreement shall prohibit the City and GRANTEE from agreeing to an alternative plan to review permit and construction procedures, provided such alternative procedures provide substantially equivalent safeguards for responsible construction practices.

5.4. In the performance and exercise of its rights and obligations under this Agreement, GRANTEE shall not interfere in any manner with the existence and operation of any public street and public or private right-of-way, sanitary sewer, water line, storm drain gas main, pole, overhead or underground electric and telephone wires, television cables, public works, facilities of other telecommunication providers, or City Property, without the prior approval of the City or the applicable owner or other party responsible for such infrastructure. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to GRANTEE'S interference with the facilities or infrastructure of such entity or third-party are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.

5.5. Except as may be expressly provided herein, nothing in this Agreement shall be construed to abrogate or limit the right of the City to perform any public works or public

improvements. If any facilities of GRANTEE interfere with the construction, operation, maintenance, repair or removal of such public works or public improvements, within ninety (90) days after written notice by the City (or such other period of time set forth in Section 5.7 or as may be agreed upon in writing by the City and GRANTEE), GRANTEE shall, at its own expense, protect, alter, remove or relocate facilities, as directed by the City Manager or City Engineer. If GRANTEE fails to so protect, alter, remove, or relocate equipment within such period, the City may break through, remove, alter, or relocate the facilities of GRANTEE without any liability to City, and GRANTEE shall pay to the City the costs incurred in connection with such breaking through, removal, alteration, or relocation. GRANTEE shall also reimburse the City for or bear any additional cost actually incurred by the City as a result of GRANTEE's failure to comply with the City's request to protect, alter or remove equipment under this Agreement. The City may collect such costs, and any reasonable expenses and attorney fees incurred in collecting such costs, as debts owed to the City, by bringing action in any court of competent jurisdiction or exercising the City's rights to draw on bonds or in any other lawful manner, individually or in combination. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to the construction, operation, maintenance, repair or removal of such public works or public improvements or other infrastructure are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.

5.6. The City retains the right and privilege to cut or move any telecommunications facilities located within the public ways or other areas of the City as the City may determine to be necessary, appropriate, or useful in response to any life-threatening emergency. The City will endeavor to provide prior notice to GRANTEE of such emergencies which may impact its telecommunications facilities. If the City is unable to provide prior notice of the life-threatening emergency as described above, the City shall be required to notify GRANTEE within twenty-four (24) hours of the occurrence of such emergency. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to such entity of third-party's response to any emergency situation are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.

5.7. The facilities of GRANTEE shall be located so as not to interfere with public safety or, to the extent possible, with the convenience of persons using the public streets or rights-of-way. GRANTEE shall construct, maintain, and locate its telecommunications facilities so as not to interfere with the construction, location and

maintenance of sewer, water, drainage, electrical, signal, and fiber optic facilities of the City. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to GRANTEE'S location of telecommunications facilities are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.

5.8. The City shall have the right, but not the obligation, to specifically designate the location of the facilities of GRANTEE with reference to sewer and water mains, drainage facilities, fiber optic cable, signal poles and lines and similar services, other facilities, such as public telephone utilities, public electric utilities, cable television facilities, and railway, communication, and power lines, in such a manner as to protect the public safety and public and private property. Failure by the City to designate the location of GRANTEE's facilities shall not relieve GRANTEE of its responsibilities in matters of public safety, as provided in this Agreement. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to the specific location of GRANTEE'S telecommunications facilities are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.

5.9. Except in the cases of emergencies, GRANTEE shall not move, alter, change, or extend any of its telecommunications facilities in any public street or public right-of-way unless prior written notice of its intention to do so is given to the City Manager and permission in writing to do so is granted, or such requirement is waived, by the City Manager. The City Manager shall either approve or deny GRANTEE's request to relocate its facilities within five (5) days of receipt of GRANTEE's request. Such permission shall not be unreasonably withheld by the City Manager and shall be conditioned upon compliance with the terms and conditions of this Agreement, with such other terms and conditions as will preserve, protect and promote the safety of the public using the public ways, and as will prevent undue interference with or obstruction of the use of the public ways by the public, the City or by any other public utility, public service corporation or cable operator for their respective purposes and functions. Such work by GRANTEE shall also be coordinated with any City paving program through the Office of the City Engineer. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to the changed location of GRANTEE'S telecommunications facilities are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.

5.10. GRANTEE shall not open, disturb or obstruct, at any time, any more of the public streets or public rights-of-way than is reasonably necessary to enable it to proceed in laying or repairing its telecommunications facilities. GRANTEE shall not permit any public street or public right-of-way so opened, disturbed, or obstructed by it to remain open, disturbed, or obstructed for a longer period of time than shall be reasonably necessary. In all cases where any public street or public right-of-way is excavated, disturbed, or obstructed by GRANTEE, GRANTEE shall take all precautions necessary or proper for the protection of the public and shall maintain adequate warning signs, barricades, signals, and other devices necessary or proper to adequately give notice, protection, and warning to, the public of the existence of all actual conditions present. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to the disturbance or obstruction of the public streets or rights-of-way under the ownership or control of such entity are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.

5.11. After the installation, removal, relocation, construction, or maintenance of the fiber optic or other cable and related facilities is completed, GRANTEE shall, at its own cost, repair and return the public streets or public rights-of-way to a minimum of the same or similar condition existing before such installation, removal, relocation, construction, or maintenance, in a manner as may be reasonably specified by the City and to the reasonable satisfaction of the City. GRANTEE shall be responsible for damage to City street pavements, existing utilities, curbs, gutters, and sidewalks due to GRANTEE's installation, construction, maintenance, repair, or removal of its telecommunications facilities in the public streets, public rights-of-way, and shall repair, replace, and restore in kind, the said damaged property at its sole expense. Upon failure of GRANTEE to repair, replace and restore said damaged property, in a manner as may be reasonably specified by the City and to the reasonable satisfaction of the City, after sixty (60) days' notice in writing shall have been given by the City, the City may cause such necessary repairs to be made and may collect the costs incurred from GRANTEE, including but not limited to, exercising the City's rights to draw on bonds. The City may collect such costs, and any expenses and attorney fees incurred in collecting such costs, as debts owed to the City, by bringing an action in any court of competent jurisdiction or in any manner allowed by law. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to the repair, replacement, or restoration of such entity's public streets or public rights-of-way are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.

5.12. Neither GRANTEE, nor any person acting on GRANTEE's behalf, shall

take any action or permit any action to be done which may impair or damage any City Property more than is reasonably necessary to enable it to install or repair its telecommunications facilities, including, but not limited to, any public street, public right-of-way or other property located in, on or adjacent thereto.

5.13. In the event of an unexpected repair or emergency, GRANTEE may commence such repair and emergency response work as required under the circumstances, provided GRANTEE shall notify the City as promptly as possible, before such repair or emergency work is started or as soon thereafter as possible if advance notice is not practicable. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to such unexpected or emergency repair work are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.

5.14. GRANTEE shall maintain its facilities in good and safe condition and in a manner that complies with all applicable federal, state and local requirements, laws, ordinances, and regulations.

(a) GRANTEE shall at all times keep and maintain its facilities free of all graffiti located thereon. If the City notifies the GRANTEE that graffiti is located on the facilities, GRANTEE shall remove the graffiti within (30) days of written notice. If GRANTEE defaults in its obligations hereunder, the City may perform the necessary work and charge the reasonable cost thereof to and collect the same from the GRANTEE.

(b) GRANTEE shall keep facilities free of debris and anything dangerous and/or noxious which would create a hazard or undue vibration, heat, noise or interference.

5.15. GRANTEE shall at all times employ a high standard of care and shall install and maintain and use approved methods and devices for preventing failure or accidents which are likely to cause damages, injuries, or nuisances to the public.

5.16. GRANTEE shall obtain all required permits from the City and any other governmental entity having jurisdiction prior to commencing work of any nature and shall comply with all terms and conditions of any such permit. GRANTEE shall furnish detailed plans of the work and other required information. GRANTEE shall comply with all applicable ordinances and permitting requirements.

5.17. A single permit may be issued by the City, where City permits are applicable and required, for multiple excavations to be made in public streets and rights-of-way. Exceptions to the requirement for a written permit may be allowed in cases of emergencies involving public

safety or restoration of service. In the case of emergency excavations made in a public street or public right-of-way without a permit, GRANTEE shall make a report of each such excavation to the City within 24 hours.. Any permit application and inspection related to repair of excavations shall be promptly acted upon by the City so as not to unreasonably delay GRANTEE in efficiently discharging its public service obligation and in any event shall be granted or denied within thirty (30) days from submission and, if denied, accompanied by a written explanation of the reasons the permit was denied and the actions required to cure the denial. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to the permitting requirements of such entity are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.

5.18. (a) Promptly after installation, repair or extension of the telecommunications facilities or any portion thereof or any pavement cut by GRANTEE in any public way of the City, the incidental trenches or excavations shall be refilled by GRANTEE in a manner acceptable to the City Manager. Pavement, sidewalks, curbs, gutters or any other portions of public ways damaged, disturbed or destroyed by such work shall be promptly restored and replaced with like materials to their former

5.19. condition by GRANTEE at its own expense; however, where it is necessary, and if authorized by the City, in order to achieve the former conditions, GRANTEE shall use materials whose type, specification and quantities exceed or are different from those used in the installation, then GRANTEE at its own expense shall provide such different materials. Where a cut or disturbance is made in a section of sidewalk or paving, rather than replacing only the area actually cut, GRANTEE shall replace the full width of the existing sidewalk or appropriate sections of paving as determined by the City Engineer and the full length of the section or sections cut, a section being defined as that area marked by expansion joints or scoring or as determined by the City Engineer. GRANTEE shall maintain, repair, and keep in good condition for a period of one (1) year following such disturbance all portions of public ways disturbed by GRANTEE, provided such maintenance and repair shall be necessary because of defective workmanship or materials supplied by GRANTEE. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to the repair, replacement, or restoration of such entity's public streets or public rights-of-way are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.

(b) All trees, landscaping and grounds removed, damaged, or disturbed as a result of the construction, installation maintenance, repair or replacement of telecommunications facilities shall be replaced or restored, as nearly as may be practicable,

to the condition existing prior to performance of work. All restoration work within the public ways or other areas shall be done in accordance with landscape plans approved by the City, as well as any other applicable authority.

5.20. (a) GRANTEE shall promptly remove or correct any obstruction, damage, or defect in any public street or public right-of-way caused by GRANTEE in the installation, operation, maintenance, or extension of GRANTEE's telecommunications facilities. Any such obstruction, damage, or defect which is not promptly removed, repaired, or corrected by GRANTEE after thirty (30) days' notice to do so, given by the City to GRANTEE, may be removed or corrected by the City, and the cost thereof shall be charged against GRANTEE and payable on demand. Any expense, cost, or damages incurred for repair, relocation, or replacement to City water, sanitary sewer, storm sewer, storm drainage, telecommunication facilities or other property resulting from construction or maintenance of GRANTEE telecommunications facilities shall be borne by GRANTEE and any and all expense and cost incurred in connection therewith by the City shall be fully reimbursed by GRANTEE to the City. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to obstruction of such entity's public streets or public rights-of-way are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.

(b) If weather or other conditions do not permit the complete restoration required by this Section, GRANTEE shall temporarily restore the affected property. Such temporary restoration shall be at GRANTEE's sole expense and GRANTEE shall only be required to make reasonable, temporary restorations based on the conditions. GRANTEE shall promptly undertake and complete the required permanent when the weather or other conditions no longer prevent such permanent restoration. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to the repair, replacement, or restoration of such entity's public streets or public rights-of-way or other infrastructure or facilities are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.

(b) GRANTEE or other person acting on its behalf shall use suitable barricades, flags, flaggers, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of such work in or affecting such ways or property and shall comply with all federal, state, and local laws and regulations, including, but not limited to, the flagging requirements of the South Carolina Department of Transportation.

5.21. Except in the case of the City's gross negligence or intentional or willful misconduct, the City, its officers, agents, or employees, shall not be liable for any damage to or loss of any of GRANTEE's telecommunications services or telecommunications facilities within the public ways or any other areas of the City as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work or activity or lack of any activity of any kind by or on behalf of the City.

5.22. GRANTEE shall cooperate with the City in coordinating its construction activities as follows:

(a) GRANTEE shall provide the City with a schedule of its proposed construction activities prior to commencing any expansion of its backbone system;

(b) Upon request, GRANTEE shall meet with the City and other users of the public ways to coordinate construction in the public ways; and

(c) All construction locations, activities and schedules shall be coordinated, as directed by the City Engineer, to minimize public inconvenience, disruption, or damages. GRANTEE shall submit a written construction schedule to the City Engineer at least ten (10) working days before commencing any work in or about the public streets or public rights-of-way. GRANTEE shall further notify the City Engineer not less than five (5) working days in advance of such excavation or work and shall comply with the provisions of the South Carolina Underground Facility Damage Prevention Act, South Carolina Title 58, Chapter 36.

Section 6. Mapping. (a) GRANTEE shall maintain an accurate map of its telecommunications facilities in the City. GRANTEE shall provide the City with "as built" drawings and an accurate map or maps showing the location of its facilities, including pole lines and conduit lines and any other facilities requested by the City, to include a digitized map(s) in both printed and electronic form. GRANTEE shall, upon request, provide

updated maps annually of telecommunications facilities in the City.

(b) If any of the requested information of GRANTEE in this Agreement is considered proprietary, confidential or a trade secret, GRANTEE will notify the City of this opinion and the City will keep such information confidential to the extent permitted by the South Carolina Freedom of Information Act (South Carolina Code Title 30 Chapter 4) or other any successor statute or law. As for new installations, after the effective date of this franchise, GRANTEE shall submit the proposed Mapping of its plans for new construction to the City prior to any construction. As-built drawings of any new construction of facilities shall be furnished to the City within sixty (60) days of completion of such construction. All as-built maps and drawings shall be drawn to scale and reference to a physical City benchmark to the extent the physical benchmark is in reasonable proximity to GRANTEE new installation. All mapping shall be provided in a format compatible to the City's present and future mapping systems. Alternatively, GRANTEE will pay for the cost of making the mapping compatible.

(c) Prior to its installation of any Telecommunications facilities in the public streets or public rights-of-way and after GRANTEE provides the City with its proposed plans for the Telecommunications facilities, the City may in its reasonable discretion designate certain locations to be excluded from use by GRANTEE for its Telecommunications facilities, including, but not limited to, ornamental or similar specially designed streets lights or other facilities or locations which, in the reasonable judgment of the City Engineer, do not have electrical service adequate for or appropriate for GRANTEE's facilities or cannot safely bear the weight or wind loading thereof, or any other facility or location that in the reasonable judgment of the City Engineer is incompatible with the proposed Telecommunications facilities or would be rendered unsafe or unstable by the installation. The City Engineer may further exclude certain other facilities that have been designated or planned for other use or are not otherwise proprietary, legal, or other limitations or restrictions as may be reasonably determined by the City. In the event such exclusions conflict with reasonable requirements of GRANTEE, the City will cooperate in good faith with GRANTEE to attempt to find suitable alternatives, if available, provided that the City shall not be required to incur financial costs nor require the City to acquire new locations for GRANTEE. GRANTEE shall, prior to any excavation or installation within the public streets or public rights-of-way, provide sufficient notification and joint installation opportunity on a shared cost basis to potential users of the public streets or public rights-of-way as may be provided for by a separate City policy. Such notification and adopted policies shall be designed to maximize co-location of providers to minimize the disturbance to the public streets or public rights-of-way and maximize its useable capacity.

Section 7. Insurance Requirements. At all times during the term of this Agreement and any renewal period, GRANTEE shall, at its expense, maintain the following insurance policies. Any required insurance shall be in a form and with an insurance company authorized to do business in South Carolina and have a rating of no less than A- VII by A.M. Best Co.

(a) *Commercial General Liability.* Commercial General Liability insurance coverage on an occurrence basis insuring against all claims, loss, cost, damage, expense, or liability from loss of life or damage or injury to persons or property arising out of any of the work or activity under or by virtue of this Agreement. The minimum limit of liability for such coverage shall be Two Million Dollars (\$2,000,000) combined single limit for any one occurrence. However, the parties acknowledge that GRANTEE may meet the policy limit in this section by combination of GRANTEE's General Commercial Liability Policy and GRANTEE's Umbrella or Excess Liability Policy.

(b) *Contractual Liability.* Broad form Contractual Liability insurance, including the indemnification obligations of GRANTEE set forth in this Agreement.

(c) *Workers' Compensation.* Workers' Compensation insurance covering GRANTEE's statutory obligation under the laws of South Carolina and Employer's Liability insurance for all its employees engaged in work under this Agreement.

(d) *Automobile Liability.* Automobile Liability insurance having minimum limits of liability of One Million Dollars (\$1,000,000) combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this Agreement.

(e) *Pollution Liability Insurance.* GRANTEE shall maintain during the life of this Agreement Pollution Liability Insurance in the amount of One Million Dollars (\$1,000,000) for each occurrence. Coverage shall be provided for bodily injury and property damage resulting from pollutants which are discharged suddenly and accidentally. Such insurance shall also provide coverage for cleanup costs.

(f) *Umbrella Coverage.* The insurance coverages and amounts set forth in this Section may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of Five Million Dollars (\$5,000,000).

(g) Prior to commencing construction pursuant to this Agreement or within ten (10) days after the granting of the franchise contemplated by this Agreement, whichever is

sooner, GRANTEE shall provide the City with a memorandum certificate or certificates of insurance, showing the type, amount, effective dates, and date of expiration of the policies, and thereafter prior to the expiration of any such policy or change in the amount or conditions, of coverage. Such certificate or certificates and evidence of insurance shall include the City, its officers, agents, and employees as additional insureds. GRANTEE shall obtain a written obligation on the part of each insurance company to notify GRANTEE at least thirty (30) days before cancellation or a material change of any such insurance. Upon receipt of such notice from GRANTEE's insurance company, GRANTEE will immediately notify the City of any of the required coverages that are not replaced.

Section 8. Surety.

(a) Within ten (10) days after the Effective Date of this Agreement, and prior to the commencement of any construction by GRANTEE, GRANTEE shall furnish and file with the City an irrevocable bond, in a form and by a surety authorized to do business in South Carolina, in the amount of Fifty Thousand Dollars (\$50,000) securing its faithful performance of the terms and conditions of this Agreement. GRANTEE shall maintain such bond for the duration of this Agreement, unless otherwise agreed to in writing by the City. Failure to maintain the bond shall be deemed a material default by GRANTEE of this Agreement.

The bond shall guarantee GRANTEE's faithful performance of the terms and conditions of this Agreement, including, but not limited to: (1) the timely completion of construction; (2) compliance with applicable plans, permits, technical codes and standards; (3) proper location of the facilities as specified by the City; (4) restoration of the public ways and other property affected by the construction as required by this Agreement; (5) the submission of "as-built" drawings after completion of the work as required by this Agreement; (6) timely payment and satisfaction of all claims, demands or liens for labor, material or services provided in connection with the work; and (7) the payment by GRANTEE of all lawful liens, taxes, damages, claims, costs or expenses which the City has been compelled to pay or has incurred by reason of any act or default of GRANTEE under this Agreement and all other payments due the City from GRANTEE pursuant to this Agreement.

(b) Whenever the City determines that GRANTEE has violated one (1) or more terms, conditions, or provisions of this Agreement for which relief is available against the bond, a written notice shall be given to GRANTEE. The written notice shall describe in reasonable detail the violation so as to afford GRANTEE an opportunity to remedy the violation. GRANTEE shall have thirty (30) days subsequent to receipt of the notice in

which to correct the violation before the City may make demand upon the bond. Failure to maintain the bond shall be a material default under this Agreement.

(c) Such bond shall be in addition to any performance, defect bond, or other surety required by the City in connection with the issuance of any construction or any successor ordinance.

Section 9. Indemnification. GRANTEE agrees to indemnify, defend and hold harmless the City, its officers, employees and agents from and against all claims, demands, losses, damages, liabilities, fines, and penalties, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense (collectively, the losses), arising out of any breach by GRANTEE of the terms and conditions of this Agreement, except to the extent proximately caused by the negligence or willful misconduct of the City, its officers, employees and agents. In addition, GRANTEE shall protect, indemnify, and hold harmless the City, its officers, agents, and employees, from any and all demands for fees, claims, suits, actions, causes of action, or judgments based on the alleged infringement or violation of any patent, invention, article, arrangement, or other apparatus that may be used in the performance of any work or activity arising out of the use of any Telecommunication facilities or the provision of Telecommunication service, except to the extent proximately caused by the negligence of willful misconduct of the City, its officers, employees or agents.

Section 10. Hazardous Substances. In its performance of this Agreement, GRANTEE shall not transport, dispose of, or release any hazardous substance, material, or waste, except as necessary in performance of its work under this Agreement, and in any event GRANTEE shall comply with all federal, state, and local laws, rules, regulations, and ordinances controlling air, water, noise, solid wastes, and other pollution, and relating to the storage, transport, release, or disposal of hazardous material, substances, or waste. Regardless of the City's acquiescence, GRANTEE shall indemnify and hold the City, its officers, agents, employees, and volunteers harmless from all costs, claims, damages, causes of action, liabilities, fines, or penalties, including reasonable attorney's fees, resulting from GRANTEE's violation of this section and agrees to reimburse City for all costs and expenses incurred by the City in eliminating or remedying such violations. GRANTEE also agrees to reimburse the City and hold the City, its officers, agents, employees, and volunteers harmless from any and all costs, expenses, attorney's fees and all penalties or civil judgments obtained against any of them as a result of GRANTEE's use or release of any hazardous substance or waste onto the ground, or into the water or air from, near or upon the City's premises. For purposes of this Section, the following definitions shall apply:

"Hazardous Substances" means asbestos and any and all pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials and hazardous substances as referenced or defined in, or pursuant to, any federal, state, local or other applicable environmental law, statute, ordinance, rule, order, regulation or standard in effect on the date hereof including, without limitation, the Resource Conservation and Recovery Act (42 U.S.C. 6901, *et seq.*), as amended, the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136, *et seq.*), as amended, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601, *et seq.*), as amended, and the Toxic Substances Control Act (15 U.S.C. 2601, *et seq.*), as amended.

As used in this Section, "release" includes the placing, releasing, depositing, spilling, leaking, pumping, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping of any substance.

Section 11. Fees

(1) In consideration of the grant of authority to utilize the streets and public places of the City for the provision of Telecommunications Service, and in accordance with applicable law and ordinances, GRANTEE shall pay such franchise fees, business license taxes, and administrative fees as are presently permitted by Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, and as may be enacted and imposed by the City. GRANTEE shall also pay all such ad valorem taxes, service fees, sales taxes, or other taxes and fees as may now or hereafter be lawfully imposed on other businesses within the City. Provided, however, that in the event that Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, or other laws governing franchise fees, business license taxes and/or other fees with respect to Telecommunications Service shall be substantially modified by subsequent legislation or court decision, the provisions herein contained shall be brought into conformity with the changes in the applicable law by appropriate amendment to this agreement. If the limitations on the amount of franchise fees, administrative fees, and business license taxes on Telecommunications Service providers shall be removed or modified in the future, the City shall have the right to amend this agreement to impose such fair, reasonable, competitively neutral, and non-discriminatory fees and taxes as may then be permitted. GRANTEE will be free to challenge any tax or fee structure not in compliance with applicable law.

(2) For the use of the Right of Way, as defined by S.C. Code Section 58-9-2230, to provide Telecommunications Service, GRANTEE shall provide the service defined in Section 12 (Public Benefits) herein which fee is in lieu of any franchise fee, permit fee, encroachment fee, degradation fee, or other fee assessed on a Telecommunications Service provider for use of the Right of Way to the extent required by S.C. Code Section 58-9-2230.

Section 12. Public Benefits. As a benefit to the public, GRANTEE agrees that it shall provide free, high-speed, state-of-the-art, fiber-fed public Wi-Fi service (one access point) in five (5) of the City's public parks as may be mutually agreed between GRANTEE and City. Such service shall be accessible to City residents and visitors, subject to GRANTEE'S terms of service and acceptable use policy. GRANTEE shall provide the City with an updated copy of GRANTEE'S terms of service and acceptable use policy whenever there are changes. Wi-Fi service will be installed and available no later than six (6) months after the telecommunications facilities pass each mutually agreed park and will continue throughout the term of this Agreement.

Section 13. General provisions.

(a) *Authority.* GRANTEE warrants and represents that it has obtained all necessary and appropriate authority and approval from all applicable federal, state and county agencies or authorities to provide all telecommunications facilities and services it intends to provide within the City, and upon request by the City will provide evidence of such authority.

(b) *Other remedies.* Nothing in this Agreement shall be construed as waiving or limiting any rights or remedies that the City or GRANTEE may have, at law or in equity, for enforcement of this Agreement.

(c) *Severability.* If any section, subsection, sentence, clause, phrase, or other portion of this Agreement, or its application to any person, is, for any reason, declared invalid, in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.

(d) *Nonenforcement.* Neither party shall be excused from complying with any of the provisions of this Agreement by any failure of the other party, upon any one or more occasions, to insist upon strict performance of this Agreement or to seek the other party's compliance with any one or more of such terms or conditions of this Agreement.

(e) *Conflicts of law.* If there is a conflict between the provisions of this Agreement and any law, whether federal, state, or City, including all future laws and

ordinances, the law and conflicting Agreement provision will, to the extent reasonably possible, be construed so as to be consistent with each other and if such construction is not reasonably possible, the conflicting provision of this Agreement shall be deemed superseded by such law and have no effect, notwithstanding the contract clause of the United States Constitution.

(f) *Controlling law and venue.* By virtue of entering into this Agreement, GRANTEE agrees and submits itself to a court of competent jurisdiction in the City or in State Circuit Court in Lexington County, or in the United States District Court for the District of South Carolina, and further agrees that this Agreement is controlled by the laws of South Carolina or any applicable federal laws and that all claims, disputes and other matters shall be decided only by such court according to the laws of South Carolina or any applicable federal laws or by any regulatory body with jurisdiction, including the Federal Communications Commission.

(g) *Captions.* The section captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(h) *Nondiscrimination.* During the performance of this Agreement, GRANTEE agrees that it will not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, handicap, or national origin. GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. GRANTEE, in all solicitations or advertisements for employees placed by or on behalf of GRANTEE, will state that GRANTEE is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements herein.

(i) *Notices.* (a) Notices given pursuant to this Agreement shall be in writing and addressed as follows:

To the City: City Manager
 City of Cayce
 1800 12th Street
 P.O. Box 2004
 Cayce, South Carolina 29171

With a Copy to: City Attorney
 City of Cayce

1800 12th Street
P.O. Box 2004
Cayce, South Carolina 29171

To GRANTEE: Chief Network Officer
4100 Mendenhall Oaks Pkwy, Suite 300
High Point, NC 27265

With a Copy to: General Counsel
4100 Mendenhall Oaks Pkwy, Suite 300
High Point, NC 27265

(b) Either party may change the address at which it will receive notices by providing written notice of the change to the other party.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

LUMOS FIBER OF SOUTH CAROLINA, LLC
A limited liability company

By: _____

Name: _____

Title: _____

State of _____

Town/County of _____, TO WIT;

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by _____, of Lumos Fiber of South Carolina, LLC, a _____ company.

Notary Public

My commission expires: _____

My registration number: _____

CITY OF CAYCE

A South Carolina municipal corporation

By: _____

Name: _____

Title: _____

STATE OF SOUTH CAROLINA

CITY OF CAYCE , to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Tracy Hegler, City Manager of the City of Cayce, on its behalf. She is personally known to me.

Notary Public

My commission expires: _____

My registration number: _____

Mayor
Elise Partin

Mayor Pro-Tem
Tim James

Council Members
Phil Carter
Hunter Sox
Byron Thomas

City Manager
Tracy Hegler

Deputy City Manager
Jim Crosland
Assistant City Manager
Michael Conley



Resolution Requesting the Lexington County Delegation to Establish a New County Transportation Committee With a Majority of Appointees to the Committee From Local Municipalities and Transferring The Authority of Lexington County Council to the New County Transportation Committee

Whereas, the “C” fund program operates as a partnership between South Carolina’s counties and the South Carolina Department of Transportation (SCDOT) to provide funding from a portion of the state gasoline state revenue for the improvements of state, county, and city roads, as well as other local transportation projects; and

Whereas, pursuant to SC Code Annotated Section 12-28-2740, the “C” fund program distributes funds to each county based on population, land area, and rural road mileage. Each county has a County Transportation Committee (CTC). The CTC for each county selects and approves projects to be supported by “C” funds; and

Whereas, SC Code Annotated Section 12-28-2740(B) requires that the CTC be appointed by the legislative delegation of the county and must be made up of a fair representation from municipalities and unincorporated areas of the county. Lexington County is one of only 6 counties in the state in which the county council serves as the CTC; and

Whereas, Lexington County’s CTC is comprised of the nine members of Lexington County Council and is chaired by the Chairman of County Council. The daily operation of the “C” Fund Program has been delegated to the county’s Public Works Department. The Public Works Department manages and develops projects, and reports and makes recommendations to the CTC; and

Whereas, pursuant to SC Code Annotated Section 12-28-2740, the funds expended must be approved by and used in furtherance of a countywide transportation plan adopted by each CTC. Lexington County’s Transportation Plan, dated May 11, 2021, states that “Lexington County has intergovernmental agreements with many of its incorporated municipalities to maintain their roads as well as the unincorporated county-maintained roads;” and

Whereas, on November 14, 2023, the City of Cayce received written notification that the County intended to terminate an agreement with Cayce, executed in 1978, for road and stormwater maintenance. Subsequently, the City received a proposed road and drainage maintenance agreement from the County, which would usurp the city’s zoning and planning regulations and require all future development to comply with the County’s zoning requirements;

Whereas, in response to this termination of the long-standing road maintenance agreement, Cayce City Council is requesting the Lexington County delegation to abolish the current Lexington County CTC and create a new CTC Committee as required by statute with representatives from municipalities and unincorporated areas of the county; and

NOW, THEREFORE, BE IT RESOLVED, that the Cayce City Council, in Council Session duly assembled, joins in respectfully requesting that the Lexington County Delegation establish a new County Transportation Committee with a majority of appointees to the committee from local municipalities and transferring the authority of Lexington County Council to the new County Transportation Committee.

ADOPTED this 5th day of March, 2024.

Elise Partin, Mayor

ATTEST:

Mendy Corder, CMC, Municipal Clerk



MINUTES
STANDARD TECHNICAL CODES BOARD OF APPEALS
CAYCE CITY HALL
1800 12TH STREET, CAYCE SC
Monday, June 15, 2020
5:30 PM

I. CALL TO ORDER

The first Standard Technical Codes Board of Appeals meeting was called to order by board member Erskin Suber at 5:30 P.M. Mr. Suber called the meeting to order by reading a script given to him by City Planning Director Carroll Williamson to open the meeting properly. All board members introduced themselves and gave a quick review of their professional background. Mr. Suber, Michael Sexton, Craig Kirby, Lawrence Gardner, and Frank Dedmon were present. Staff present were Carroll Williamson, Jarrett Epperson, and Stuart Jones. Mr. Williamson detailed the board's responsibilities and frequency of meetings. After Mr. Williamson explained this Mr. Suber asked if the board was going to address condemned houses. Mr. Williamson stated yes. Mr. Suber then asked if the board would need to meet more once they informed a resident their home needed to be condemned. Mr. Jones stated that if a home was in such poor condition that it had to be torn down then it was already known by the property owner. He stated in his entire career he had never had someone appeal a condemnation on a house.

II. NEW BUSINESS

- a. Nomination and election of Officers for 2020
Mr. Suber nominated Mr. Gardner as Chairman. Mr. Gardner declined the nomination. Mr. Suber then nominated Mr. Sexton as Chairman and Mr. Gardner seconded. All were in favor. Mr. Kirby nominated Mr. Gardner for Vice Chairman and Mr. Dedmon seconded. All were in favor.
- b. Nomination and election of Jarrett Epperson as Secretary for 2020
Mr. Gardner nominated Mr. Epperson as Secretary and Mr. Dedmon seconded. All were in favor.
- c. Approval of meeting schedule for 2020
Mr. Suber made the motion to approve the schedule and Mr. Gardner seconded. All were in favor.
- d. Adoption of Bylaws
Mr. Suber made a motion to approve the bylaws. Mr. Gardner seconded. All were in favor.

III. ADJOURNMENT

Mr. Gardner made a motion to adjourn the meeting. Mr. Dedmon seconded. All were in favor.



October 17, 2023
Regular Board Meeting of the Housing Authority of the City of Cayce, SC

The Board of Commissioners of the Housing Authority of the City of Cayce, SC held its Regular Board Meeting on Tuesday, October 17, 2023 at Cayce City Hall.

Chairman Jack Sightler called the meeting to order at 5:05 pm. A copy of the agenda was posted on the Housing Authority’s website.

Roll call was conducted, and attendance was as noted below:

CH Board Members			Columbia Housing Authority Staff Present
Chairman	Jack Sightler	Present	Yvonda A. Bean, Chief Executive Officer
Vice-Chairman	Bruce Smith	Present	Barry Hall, Chief Operating Officer
Commissioner	Johnetta Riley	Present	Cindi Herrera, Chief Development Officer
Commissioner	Silvia Sullivan	Present	Lee McRoberts, Chief of Staff
Commissioner	Cheryl Seymour	Present	Brianna Weston, Property Manager
			Damian White, Community Safety Manager
			Julia Gibbs, Project Manager
			Visitors:
			Mike Conley, City of Cayce

APPROVAL OF AGENDA

Commissioner Smith opened with prayer.

Chairman Sightler made a motion to approve the Agenda for the October 17, 2023 meeting, the motion was seconded by Commissioner Sullivan. Mrs. Bean asked that the Agenda be amended to add a “Discussion of Bylaws” item under “New Business”. Upon motion of Chairman Sightler, seconded by Commissioner Sullivan, the Agenda was approved as amended.

APPROVAL OF MINUTES:

Chairman Sightler called for a motion to approve the minutes of the June 20, 2023 and August 17, 2023 meetings. Upon motion of Commissioner Riley, seconded by Commissioner Sullivan, they were approved.

Board Member		Aye	Nay	Absent
Chairman	Jack Sightler	X		
Vice-Chairman	Bruce Smith	X		
Commissioner	Johnetta Riley	X		
Commissioner	Silvia Sullivan	X		
Commissioner	Cheryl Seymour	X		

DISCUSSION ITEMS:

Mrs. Bean introduced Resolution 2023-004: Approval of Grounds Maintenance Pool.

Cayce Housing issued a Request for Qualifications for Grounds Maintenance Services on August 10, 2023, with a proposal deadline of September 11, 2023. Grounds Maintenance Services includes lawn maintenance and other related services to maintain grounds and exterior conditions of CH properties. Responses were received from eight vendors. The evaluation committee scored each response in accordance with the criteria set forth in the solicitation.

Staff recommends the selection of the below five (5) firms with the highest scores be selected for the Grounds Maintenance Pool. All firms will receive task orders for specific properties based on their responses to the solicitation.

COMPANY	M/W.SBE	TOTAL SCORE
Carolina Beautifications	Y-MBE	210
Green & Enhanced LLC	Y-MBE	195
Osmium Development Group	Y-MBE	195
USL of Lexington South Carolina Inc.	NO	195
Mowtown Lawn Services	Y-MBE	194

There was a general conversation regarding the benefits of working with a contractor pool. Mrs. Herrera said that it allows staff more flexibility if a vendor is busy and gives more vendors an opportunity to work by spreading projects among the pool. Commissioner Smith asked if pricing is better using multiple vendors. Mrs. Herrera said that it does help with pricing but that vendors were not selected just for pricing; experience also factored into scoring. Commissioner Riley asked how often work will be rotated among the proposed vendors, Mrs. Herrera said that it would occur approximately every 6 months. Chairman Sightler asked how long the contract terms will be; Mrs. Herrera said that they will be up to 5 years – 1 year initially with the option to extend annually for the next 4 years. Ms. Seymour asked if vendors can be terminated if they do not perform to CH expectations, Mrs. Herrera said that the contracts are structured to allow separation if needed. Chairman Sightler called for a motion to approve Resolution 2023-004, upon motion of Commissioner Seymour, seconded by Commissioner Sullivan, it was approved.

Board Member		Aye	Nay	Absent
Chairman	Jack Sightler	X		
Vice-Chairman	Bruce Smith	X		
Commissioner	Johnetta Riley	X		
Commissioner	Silvia Sullivan	X		
Commissioner	Cheryl Seymour	X		

Resolution 2023-005: Approval of Disposition and Exit from Public Housing Program

Mrs. Herrera gave a briefing on the proposed Resolution. HUD PIH Notice 2018-04 provided guidance for disposition of public housing for small PHA’s. In accordance with this guidance, the Authority has determined that it is in the best interest of the residents and the Authority, is consistent with the goals of the PHA and the PHA Plan and are otherwise consistent with the 1937 Act to dispose of the 41 Public Housing units to a non-profit affiliate of the Authority. All units will remain affordable under the Project Based Voucher Program and the Authority will exit the public housing program in accordance with all provisions set forth in PIH 2016-23. Mrs. Herrera said that the conversion will result in increased revenue and will allow for the creation of additional units beginning with the conversion of the Community Room at Poplar and Wilkinson into a residential unit.

Commissioner Riley asked if new tenants moving into Cayce Housing post conversion will have to have a Housing Choice Voucher to move in. Mrs. Herrera said that they will not need to be HCV program participants as the assistance is tied to the property. There was a discussion regarding choice mobility vouchers which allow tenants in project based voucher units to request a voucher after a year of residing in a PBV unit which would allow them to move anywhere in the US where housing choice vouchers are accepted. Mrs. Herrera said that as a small housing authority with less than 50 units the choice mobility option is not required, she also stated that Cayce Housing does not have a Housing Choice Voucher program and could not issue vouchers.

Commissioner Riley asked if the residents at Abbot Arms could request Choice Mobility Vouchers. Mrs. Herrera said that Abbot Arms is also a project based assistance property and that Cayce Housing only acted as the bond issuer in that transaction and does not have any jurisdiction over the property.

Mrs. Herrera said that the ownership structure of the Cayce units will change post-conversion. A 501c3 will be formed and will own the units, Cayce Housing will act as manager. Staff is working to complete final steps now and hope to finalize the conversion in January, 2024. The proposed Resolution is one of the steps that must be completed prior to closing. Additionally, the non-profit will have to be formed, the application sent to HUD, final briefings held with current tenants and new leases executed under the new structure. Staff is working with the City of Cayce on a Letter of Support for the conversion that must be submitted with the application. Chairman Sightler asked who is driving the process with the City. Mrs. Herrera said that she and Mrs. Bean are communicating with City staff and have sent a draft of the letter to the City Manager for her review. Chairman Sightler asked if Columbia Housing has similar non-profit entities. Mrs. Herrera said that Columbia has several set up and that Attorney Campbell will complete the necessary documentation to form Cayce's non-profit. Mrs. Herrera proposed that the new non-profit could be named the Cayce Redevelopment Corporation but added that the Board could choose whatever name they felt appropriate.

Mrs. Riley said that the minutes of the August 17, 2023 Cayce Housing meeting referenced choice mobility for Cayce Housing tenants after a year of living in their current units. Mrs. Herrera said that current tenants could apply to Columbia Housing for a Choice Mobility Voucher but if they chose to remain in Lexington County the voucher would have to be ported out to State Housing for administration.

There being no further questions or discussion, Chairman Sightler called for a motion to approve Resolution 2023-005, upon motion of Commissioner Riley, seconded by Commissioner Seymour, it was approved.

CEO REPORT:

Mrs. Bean gave an update on the Cayce Housing bylaws. A committee to review the bylaws was appointed at the June meeting; the committee includes Chairman Sightler, Commissioner Riley, Mrs. Bean and Attorney Bo Campbell. A meeting of the committee was held in September and the current bylaws were closely reviewed. Attorney Campbell is now working on a revised version based on the Committee's input and ensuring compliance with State and local regulations and the existing operating agreement. The revised bylaws will be presented at the December meeting. Chairman Sightler said that he would like the Committee to meet again before the December meeting. Chairman Sightler asked staff to confirm the current operating agreement is still relevant before distributing the revised bylaws to the full Board.

Mrs. Bean asked Ms. Weston to present the Operations Report.

Ms. Weston reported the following:

	June	July	August
Accounts sent to Magistrate	0	1	0
Account more than 30 days	1	3	4
Work Orders received	0	38	12
Work Orders Completed	0	36	4
Work Orders Remaining	0	2	8
Emergency Work Orders	0	14	0

****Magistrate Update:**

June- zero cases sent to the magistrate.

July- one causes sent to the magistrate

August- zero cases sent to the magistrate.

FINANCIAL UPDATE:

Mrs. Bean presented the Financial Report.

Cayce Housing
Budget to Actual Financial Report
For the Period Ended June 30, 2023

Public Housing	Current Period June 2023	Year-toDate Actuals	Year-toDate Budget	Variance
Operating Income				
Tenant Revenue	7,146	79,188	84,400	(5,212)
HUD Operating Grant Revenue	11,900	155,697	149,529	6,168
COVID Operating Grant Revenue	-	-	-	0
CFP Operating Revenue	-	251,001	251,001	0
Other Revenue	97	1,835	3,350	(1,515)
Total Operating Income	19,143	487,721	488,280	(559)
Operating Expenses				
Administrative Expenses	4,083	74,185	98,712	(24,527)
Tenant Services	606	80,851	5,864	74,987
Utilities	1,151	15,954	5,900	10,054
Maintenance	8,876	152,524	95,988	56,536
Protective Services	438	5,805	6,626	(821)
Insurance Expense	929	11,151	10,930	221
Real Estate Taxes-PILOT	490	5,878	5,878	0
Other General Expenses, Collection Losses	157	(712)	-	(712)
Equipment Replacements	-	-	-	0
Total Routine Operating Expenses	16,731	345,637	229,898	115,739
Cash Flow (Deficit) from Operations	2,411	142,084	258,382	(116,298)

Mrs. Bean said that utilities were above budget due to higher temperatures in July and August and that Tenant Services was over budget due to tenants in units being renovated having to be temporarily relocated. Mrs. Bean said that staff is working with HSF Consulting on financial management after the resignation of the previous CFO.

Commissioner Smith asked how the process is going to get Cayce's PHAS designation back up. Mrs. Bean said that a corrective action plan has already been put into place and that issues such as vacant units and bills not paid in a timely manner have already been corrected and staff expects an improved score going forward.

Commissioner Seymour said that she is concerned about maintenance issues not being corrected completely after being reported. She stated that contractor had begun work earlier in the year and never returned to complete the work, she also expressed concern over the quality of work done to the Spencer Place units during renovation. Mrs. Gibbs said that staff is currently looking at options to correct some of those issues and will be in touch with Ms. Seymour soon to discuss next steps. Mrs. Bean introduced Julia Gibbs as the Senior Project Manager in the Capital Assets department.

ADJOURNMENT

There being no further business and upon motion of Commissioner Smith, seconded by Commissioner Seymour, it was unanimously approved to end the meeting at 6:05 pm.

Prepared by:

Yvonda A. Bean
Secretary/Chief Executive Officer

Events Committee Minutes
November 9, 2023

Present: Danny Creamer, Maxine Creamer, Johnathon Moore, Alexis Moore, Megan Lightle, Ebony Reed,

Absent: Alyssa Daniel, Carrie Ridgeway, Dwede Dennis, Dave Capps

City Representatives: Amanda Rowan, James Denny

Mr. Moore opened the meeting.

The committee reviewed the October 12, 2023 minutes. Ms. Lightle made a motion to approve. Mr. Thomas seconded, and motion was unanimously passed.

Old Business:

Ms. Rowan stated that the City currently has 13 bands lined up for the Carols Along the Riverwalk. Mr. Denny and staff will review the layout and placement of bands before the event. Mr. Capps volunteered previously to stay at Brookland Cayce High School with Bobby George. Ms. Rowan asked committee members to volunteer starting at 2pm to decorate and set out luminaries. Ms. Creamer volunteered to make the hot chocolate mix with Mr. Creamer dropping it off if she wasn't feeling well. Mr. Denny told the committee that there would be additional urns this year to prevent the hot water from running out.

New Business:

The City is hosting its annual appreciation dinner November 10, 2023 on State Street from 6:00 to 8:00 pm. Members were asked to RSVP to Ms. Rowan if attending.

Mr. Thomas submitted his resignation to the committee after being elected to City Council. He wished the committee well and stated he would still be in touch when needed.

With no further business, Ms. Moore made a motion to adjourn, and Ms. Lightle seconded. Motion carried and the meeting was adjourned.

The next Events Committee meeting will be January 11, 2024, at 5:30 PM in Council Chambers.

Cayce Historical Museum Commission

January 1, 2024

Meeting Minutes

The January 1, 2024 meeting of the Cayce Historical Museum Commission (CHMC) was held in the Cayce Visitors Center. The meeting was convened at 4:02pm by Vice Chair Pamela Sulton, as Chair James Stewart was absent due to work travel. The following individuals attended the meeting:

Name	Status
James Stewart	Chair (absent)
Pamela Sulton	Vice Chair
Marcy Hayden	Secretary
Archie Moore	Commissioner
A.G. Dantzler	Commissioner
Charlita Earle	Commissioner
Garrett Creasman	Commissioner
David Brinkman	Commissioner
Andy Thomas	Cayce Museum Curator
Elizabeth Lumsden	Cayce Museum Assistant
Jeff Wilkinson	Volunteer
Mike Conely	Asst. City Manager

Upcoming Events:

1/23 or 1/30- Strategic Planning Session, Part 2 for Museum Commission from 12-4pm.

1/25-TBA Native American Lecture-Marcy Hayden

2/8-African American Exhibit Opening Reception 6pm-8pm

2/22-Sweet Night at the Museum (TBA)

Invocation: Commissioner Dantzler

Action Items:

September Meeting Minutes:

The Commission reviewed the previous meeting minutes. Commissioner Moore asked for a typo to be changed. Commissioner Creasman motioned that the meeting minutes be accepted with change. Commissioner Earle seconded the motion, and the minutes were approved by unanimous vote.

Review of the By-Laws:

Vice Chair Sulton passed out copies of the by-laws, which were also sent via email to all Commissioners, for annual review. Vice Chair Sulton asked that everyone review the by-laws for any updates or changes

that need to be addressed. She asked Commissioners if they had any to bring to the floor at this meeting and if not, they will have the opportunity at the future meeting.

Nominations for Officers:

Vice Chair Sulton reviewed the voting procured and read aloud the email from Chair Stewart regarding the elections and his self-nomination. This was also provided via email prior to the meeting to all Commissioners. Vice Chair Sulton opened the floor for nominations for the position of Chair. Commissioner Cresman nominated Mr. Stewart for Chair in addition to Mr. Stewart's self nomination. Commissioner Moore seconded the motion and the motion was carried with unanimous vote. The Chair for 2024 will be Commissioner James Stewart.

Nominations were open for Vice Chair and Ms. Sulton self-nominated and there was a motion by Commissioner Creasman. This was seconded by Commissioner Brinkman and the motion was carried with unanimous vote. The Vice Chair for 2024 will be Commissioner Pamela Sulton.

Vice Chair Sulton nominated Ms. Marcy Hayden to serve another term as Secretary. Commissioner Hayden agreed. Vice Chair Sulton made a motion and Commissioner Creasman seconded. The motion was carried with unanimous vote. The Secretary for 2024 will be Commissioner Marcy Hayden.

Strategic Planning

The Commissioners completed the first part of the strategic planning process on October 11 with StopGap Solutions. The next session will occur on January 23rd or 30th, 2024 from 12-4pm at the Museum. Finalized date will be sent out via email.

Museum Staff Report

Staff reported that the Traditions event for Christmas in Cayce had around 59 attendees. The lower turn out was due to the rain cancelation and rain again on the rescheduled date. Staff will save discussion of the event and storage of items for the next meeting.

The appraisal for Catawba Pottery Collection has been completed and Mr. Thomas has received the final report. The report has some great information and it is suggested that the City needs to increase insurance coverage to include the pottery. Copies of the report are available to Commissioners.

Electrical repairs to the Public Safety building have been completed. A RFP has gone out for a sealed bid to repair the Museum windows which need to be replaced with wooden windows and the city has bids for approval. There are 15 windows that need to be replaced. Additionally, bids have been received to do repairs on the floor and walls of the Public Safety building.

The Museum staff changed hours to drop Sunday and increase Saturday hours. The new hours on Saturday will be from 10am to 2pm. The staff is scheduling a homeschool event on March 9th. Details (TBA).

The Confederate money floating wall is up and has a case and pedestal ready for the exhibit update. Additionally, the Columbia Airport Exhibit will be the changing exhibit area and will replace the speedway exhibit.

“Sweet Night” has been developed by Mr. Thomas to serve as a fundraiser, introduction to the Cayce Historical Foundation and Museum and is being planned for February. Five local bakeries are invited to attend and will have silent auction baskets, speakers and additional activities. Additional baskets and silent auction items are needed. This event is currently scheduled for February 22nd and additional information will be provided.

Historic Preservation

No updates at this time.

Donations

No updates at this time.

Old State Road NRHP Nomination

No updates at this time.

Christmas Events

Discussion will be held during the February meeting.

Additional Business:

Commissioner Creasman asked about the Fire Truck and issues with the brakes that prevented it from being used in the parade. Additionally, Vice Chair Sulton wanted to discuss a recap of the year discussed in Chair Stewart's email. There was discussion of missing items and the need to do an archives project, possibly with intern assistance to make sure we have an accurate record of all the items in storage. This has not been maintained over the years up to best practice standards according to staff and Commissioners. This items will be added to an upcoming discussion.

With no other business on the meeting agenda, Commissioner Sharpe motioned to adjourn the meeting. Commissioner Creasman seconded the motion and the Commission voted unanimously to adjourn the meeting at **4:50 PM**.



Mayor
Elise Partin

Mayor Pro-Tem
Tim James

Council Members
Phil Carter
Hunter Sox
Byron Thomas

City Manager
Tracy Hegler

Deputy City Manager
Jim Crosland
Assistant City Manager
Michael Conley

**APPROVED MINUTES
PLANNING COMMISSION
MONDAY, JANUARY 22, 2024
CAYCE CITY HALL - 1800 12th Street
6:00 PM**

I. CALL TO ORDER

The meeting was called to order at 6:00 pm by Vice Chair Richard Boiteau. Chair Ed Fuson resigned from the Commission in December 2023. Commissioners present were Nancy Stone-Collum, Patty Foy, Robert Power, Michael Mahoney, Michael Wuest and Danny Creamer. Staff present were Michael Conley and Monique Ocean.

II. APPROVAL OF MINUTES

A motion was made Nancy Stone-Collum to approve the minutes of May 15, 2023, Planning Commission meeting. Robert Power seconded the motion. All were in favor. Danny Creamer abstained from voting.

III. STATEMENT OF NOTIFICATION

The Secretary confirmed that the media and the public had been made aware of the meeting.

IV. COMMISSION MATTERS

a. Review and Amendment of By-Laws

Commissioners asked Staff for clarification on parts of the By-Laws. Commissioners requested clarification regarding *Article I Organization*, *Article III Public Hearing*, and *Article V Review Procedure*. Staff responded that these items will be reviewed and explanations or amendments can be provided at the next Planning Commission meeting. Michael Wuest made a motion to revisit the current By-Laws after staff has had a chance to research and provided a response to questions from the Commission. Patty Foy seconded the motion. All were in favor.

b. Nomination and election of Officers for 2024

Nancy Stone-Collum made a motion to elect Richard Boiteau as Chair. Danny Cremer seconded the motion. All were in favor. Richard Boiteau made a motion to elect Robert Power as Vice Chair. Patty Foy seconded. All were in favor.

c. Nomination and election of Monique Ocean as Secretary for 2024

All were in favor of appointing Monique Ocean as secretary.

d. Approval of meeting schedule for 2024

All were in favor of the meeting schedule for 2024.

V. NEW BUSINESS

There was no new business.

VI. ADJOURNMENT

Robert Power made a motion to adjourn. Michael Wuest seconded the motion. All were in favor.

COUNCIL ACTION REQUIRED

BOARD OF ZONING APPEAL – TWO (2) POSITIONS

The Board of Zoning Appeal currently has two (2) open positions. The City has received potential member applications from Ms. Mary Winter Teaster and Mr. Garrett Williams in that order. Their applications are attached for Council's review.

NO COUNCIL ACTION REQUIRED

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

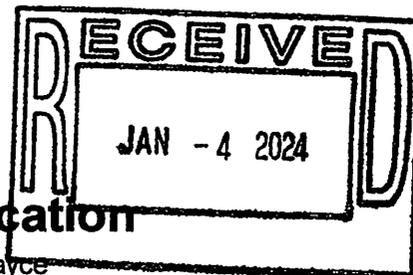
There are currently no open positions.

APPOINTMENT PROCESS

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

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

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



City of Cayce Potential Member Application

Application for committees, boards and commissions within the City of Cayce

Date

1/4/2024

Name

Mary Winter Teaster

Home Address

Congaree Bluff Avenue, Cayce, South Carolina 29033-4427

Phone

Email

Are you a resident of Cayce?

Yes

Number of Years

7

Do you have a business in Cayce?

No

Number of Years

Committee(s) for which you are applying

Board of Zoning Appeals

Have you ever been convicted of a felony or misdemeanor other than a minor traffic violation?

No

If yes, specify below:

Work Address

Colliers International of SC, Inc. 1301 GERVAIS STREET, SUITE 600, COLUMBIA, South Carolina 29201

Phone

(803) 401-4308

Email

mary.teaster@colliers.com

Work Experience

25 years in commercial real estate sales and leasing with Colliers International SC and CBRE, Columbia and prior to that spent 20 years in bank lending as commercial officer and business developer

Educational Background

B.S. in Journalism from University of South Carolina, Columbia

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

Served 4 years on City of Columbia Planning Commission, over 25 years continued involvement as board member, President and fund raiser for MIRCI, currently in 4th year on PRISMA-Midlands Board of Directors, 4 years on PRISMA Baptist Board of Directors and 2024 President Elect, serving 5th year as Board Member of The River Alliance, Former Board Chair for Girl Scouts SC - Mountains to Midlands and

5 year board member. Former board member of Midlands Business Leadership Group, Former President, Founding Member and over 12 years continuing member of CREW (Commercial Real Estate Women) Midlands. Current Congaree Bluff HOA Architectural Review Committee Member (first residents of CB 7 years ago), City of Cayce Neighborhood Committee representing Congaree Bluff, Central Carolina Realtor Association member for over 24 years and multi-year recipient of Circle of Excellence Award.

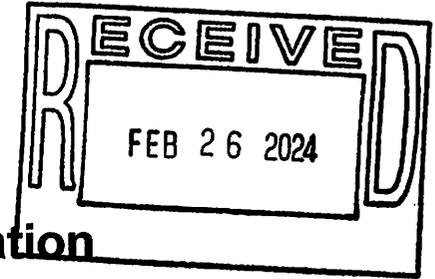
Volunteer Work:

Trenholm Road United Methodist Church, active member over 39 years and have attended 7 church mission trips to San Salvador (in last 10 years) also served on Church Council and currently on Church Missions Committee.

Hobbies

exercise, spending time with grandkids/family, playing golf, and reading

For additional information please contact Mendy Corder at 803-550-9557 or email mcorder@caycesc.gov



City of Cayce Potential Member Application

Application for committees, boards and commissions within the City of Cayce

Date

3/1/2024

Name

Garrett Williams

Home Address

Naples Ave, Cayce, South Carolina 29033

Phone

Email

Are you a resident of Cayce?

Yes

Number of Years

31

Do you have a business in Cayce?

No

Number of Years

Committee(s) for which you are applying

Board of Zoning Appeals

Have you ever been convicted of a felony or misdemeanor other than a minor traffic violation?

No

If yes, specify below:

Work Address

354 Riverchase Way, Lexington, South Carolina 29072

Phone

(803) 242-2791

Email

steve.welch@crossco.com

Work Experience

I have 12 years of experience in industrial calibrations and maintenance. During this career I spent 4 years as head of construction for Carolina Scales. My responsibilities included layout of concrete foundations and installations of truck and rail scales all around SC, NC and GA. Prior to my current career I was a certified welder and obtained my credentials at Brookland Cayce as a 4 year welding completer.

Educational Background

I graduated from Brookland Cayce High School in 2010.
I briefly attended USC Sumter with a scholarship to play baseball.

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

I am currently not a member of any organization.

Volunteer Work:

I am the UnitedWay ambassador for my company's branch and participate in yearly fundraising.

Hobbies

I enjoy golf, hunting/fishing, shooting and riding the golf cart with my family.

**For additional information please contact Mendy Corder at 803-550-9557 or email
mcorder@caycesc.gov**