

Mayor Elise Partin	Mayor Pro-Tem Phil Carter	Council Members Tiffany Aull Byron Thomas Alice Rose	City Manager Mike Conley	Assistant City Manager Betsy Catchings Wesley Crosby
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City of Cayce
Regular Council Meeting
 Wednesday, September 16, 2026
 Cayce City Hall, 1800 12th Street | 5:00 p.m.
www.caycesc.gov

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

REGULAR COUNCIL MEETING

I. Call to Order

- A. Invocation and Pledge of Allegiance

II. Public Comment Regarding Items on the Agenda

III. Presentation

- A. Elaine Lundy, Principal, Cayce Elementary School: Students of the Month

IV. Proclamation

- A. Approval of a Proclamation – National Diaper Need Awareness Week
- B. Approval of a Proclamation – America the Entrepreneurial

V. Items for Discussion and Possible Approval

- A. Discussion and Approval of RCI of South Carolina, Inc. Consultant Agreement for Building Official, Plan Review, and Inspection Services

VI. Ordinances

- A. Discussion and Approval of Ordinance 2026-08, establishing procedures and rules for Business License Tax Assessments and Appeals; designating the City Manager as the Hearing Officer for such appeals; and providing for related matters – Second Reading
- B. Discussion and Approval of Ordinance 2026-09, establishing the FOG and Grease-Removal-Device Incentive Reimbursement Grant Program; authorizing the City Manager to promulgate administrative procedures and execute reimbursement agreements – First Reading

VII. Committee Matters

- A. Reappointments and Appointments
 - Cayce Housing Authority – one (1) Vacancy
 - o Julie Wells

VIII. City Manager's Report

IX. Council Comments

X. Executive Session

- A. Discussion of matters relating to prospective economic-development opportunities, including the proposed location, expansion, or provision of City services encouraging the location or expansion of industries or other businesses in the City's service area, pursuant to S.C. Code § 30-4-70(a)(5)
- B. Receipt of legal advice relating to contractual discussion and other matters covered by the attorney-client privilege – related to improvements to Taylor Street at New State Road
- C. Receipt of legal advice relating to claims and potential claims by and against the City and other matters covered by the attorney-client privilege

NOTE: Items discussed in Executive Session may result in action by City Council upon its return to general session.

XI. Reconvene

XII. Possible Action in follow-up to Executive Session

- A. Possible action, if any, relating to contractual discussion and other matters covered by the attorney-client privilege – related to improvements to Taylor Street at New State Road
- B. Possible action on matters relating to prospective economic-development opportunities, including the proposed location, expansion, or provision of City services encouraging the location or expansion of industries or other businesses in the City's service area discussed in executive session, as appropriate and as permitted by law

XIII. Adjourn

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

CITY OF CAYCE
2026 SEPTEMBER MEETINGS AND EVENTS

Thursday, September 10, 2026

- **Events Committee Meeting | 5:30 p.m.**

Monday, September 14, 2026

- **Beautification Foundation Meeting | 5:30 p.m.**

Tuesday, September 15, 2026

- **Cayce Housing Authority Meeting | 5:00 p.m.**

Wednesday, September 16, 2026

- **Council Meeting | 5:00 p.m.**

Monday, September 21, 2026

- **Zoning Board Meeting | 6:00 p.m.**
- **Planning Commission Meeting | immediately following the Zoning Board Meeting**

Tuesday, September 22, 2026

- **Public Safety Foundation Meeting | 5:45 p.m.**

Wednesday, September 30, 2026

- **Bulk/White Good Collection**

Mayor Elise Partin	Mayor Pro-Tem Phil Carter	Council Members Tiffany Aull Byron Thomas Alice Rose	City Manager Mike Conley	Assistant City Manager Betsy Catchings Wesley Crosby
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PROCLAMATION

Diaper Need Awareness Week

Whereas, diaper need, the condition of not being able to afford a sufficient supply of clean diapers to keep babies and toddlers clean, dry, and healthy, can adversely affect the health and well-being of children and their families; and

Whereas, national surveys and research studies report that nearly one in two families struggles with diaper need, and 48 percent of families delay changing a diaper to extend the available supply; and

Whereas, a daily or weekly supply of diapers is generally an eligibility requirement for babies and toddlers to participate in childcare programs and quality early-education programs that enable children to thrive and parents to work; and

Whereas, many parents struggling with diaper need report missing an average of five days of work each month due to an insufficient supply of diapers; and

Whereas, without enough diapers, babies and toddlers risk infections and health problems that may require medical attention, resulting in medical costs, and parents may be prevented from accessing childcare needed to go to work or school, thereby destabilizing the family's economic prospects and well-being; and

Whereas, the people of Cayce, South Carolina recognize that diaper need is a public health issue, and addressing diaper needs can lead to economic opportunity for the state's families and communities and improved health for children, thus ensuring all children and families have access to the basic necessities required to thrive and reach their full potential; and

Whereas, the State of South Carolina is proud to be home to trusted community-based organizations such as Power In Changing that recognize the importance of diapers in ensuring health and providing economic stability for families and thus distribute diapers to families through various channels; and

Whereas, through their important work of addressing diaper need, diaper banks play a critical role in supporting families, improving infant health and well-being, and advancing our local and state economic growth; now

NOW, THEREFORE, BE IT PROCLAIMED by the City Council of the City of Cayce that the week of September 14 through September 20, 2026, is designated as “**Diaper Need Awareness Week**” in the City of Cayce. The Mayor and City Council thank the aforementioned diaper bank, their staff, volunteers, and donors for their service and encourage the citizens of Cayce, South Carolina, to donate generously to diaper banks and diaper drives and to support organizations that collect and distribute diapers to families struggling with diaper need, so that all of Cayce’s children and families can thrive and reach their full potential.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Cayce to be affixed this 16th day of September 2026.

Elise Partin, Mayor

ATTEST:

Kristen Hall, Municipal Clerk

Mayor Elise Partin	Mayor Pro-Tem Phil Carter	Council Members Tiffany Aull Byron Thomas Alice Rose	City Manager Mike Conley	Assistant City Manager Betsy Catchings Wesley Crosby
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PROCLAMATION

America the Entrepreneurial

WHEREAS, as America marks its 250th startup birthday in 2026, we must celebrate the entrepreneurial spirit that built our nation, states, and cities, forged by starters, makers, doers, and dreamers who pursued a better future;

WHEREAS, because America belongs to the living generation, it is our turn to renew the nation's entrepreneurial spirit;

WHEREAS, entrepreneurs are essential to fostering economic prosperity, creating homegrown jobs, raising incomes, generating wealth, building stronger communities, diversifying goods and services, and reducing inequality and poverty;

WHEREAS, each of us has the power to be a Founder of our nation's future, and we encourage every resident to take action that builds a more perfect union; and

WHEREAS, entrepreneurs have played a critical role in revitalizing the City of Cayce and it is fitting to publicly recognize and celebrate the vital contributions of entrepreneurs to the prosperity and well-being of our community.

NOW, THEREFORE, I, Elise Partin, Mayor of the City of Cayce, on behalf of City Council and the citizens of the City of Cayce, do hereby recognize the importance of entrepreneurship and the contributions of entrepreneurs to the economic vitality, innovation, and well-being of our community.

I HEREBY PROCLAIM that the City of Cayce recognizes 2026 as a year to celebrate entrepreneurship and the entrepreneurial spirit of its residents, businesses, and community partners, in conjunction with America's 250th anniversary. This proclamation is ceremonial only and does not authorize an expenditure, create a City program, or bind the City to any future action.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Cayce to be affixed this 16th day of September 2026.

Elise Partin, Mayor

ATTEST:

Kristen Hall, Municipal Clerk

Memorandum

To: Mayor and Council

From: Michael Conley, City Manager

Date: September 16, 2026

Subject: Discussion and Approval of RCI of South Carolina, Inc. Consultant Agreement for Building Official, Plan Review, and Inspection Services

Issue

Consideration of a Consultant Agreement with RCI of South Carolina, Inc. to provide third-party building official, plan review, inspection, code consulting, and related services for the City of Cayce through June 30, 2027.

Discussion

The proposed agreement provides the City with supplemental residential and commercial inspection, plan review, and building official services. RCI will perform services as directed by the City and in compliance with applicable South Carolina Building Codes Council regulations and other local and state requirements. The City will continue to provide permit clerks to receive fees and applications, file permits, schedule inspections, receive and collect plans, and perform other typical permit technician duties.

The agreement establishes the following service expectations and fees:

- Commercial plan review – letter issued within 10 business days
- Residential plan review – not to exceed 2 business days
- Inspection requests – conducted within 24 hours or as scheduled
- Inspection and plan review services – \$90.00 per hour; inspector services are subject to a 4-hour minimum per trip
- Clerical services – \$45.00 per hour
- Building Official services – \$1,500 monthly fee or \$125.00 per hour for additional meetings, project needs, and related services
- Mileage – current IRS rate
- After-hours, weekend, and holiday services – 1.5 times the applicable rate
- Plan review fees – based on the City's current permit fee schedule, with residential review fees capped at 50% of assessed permit fees and commercial review fees capped at the percentages specified in Exhibit 2
- Large project reviews – generally not to exceed 20 days for most projects

The agreement is effective August 17, 2026, through June 30, 2027, and may be terminated by either party upon 60 days' written notice. RCI will invoice the City monthly, with payment due within 10 business days.

Recommendation

Staff recommends that City Council approve the Consultant Agreement with RCI of South Carolina, Inc. through June 30, 2027, and authorize the City Manager to execute appropriate agreements in accordance with Exhibits 1 and 2 of the agreement.



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Consultant Agreement for Services

This Consultant Agreement for Services (“Agreement”) dated as August 17th, 2026 (the “Effective Date”), is made by and between **City of Cayce, SC**, whose address is 1800 12th Street, Cayce SC 29033 (“Client”) and **RCI of South Carolina, Inc.**, (“Consultant”), whose address is 477 Phillips Circle, Pacolet, SC, 29372; and shall be effective until June 30th, 2027. (the “Effective Term”). This agreement shall continue to the “Effective Term”, and it may be terminated by either party upon a 60-day written notice during the “Effective Term”. See Exhibit 1 & 2 “Scope of Work & Fee Schedule”

1.0 Scope of Services

- 1.1 Consultant, through and by its officers, employees, and subcontractors, is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, the following scope of services as outlined in EXHIBIT 1.

Consultant’s services will be performed in accordance with the terms and conditions set forth in this Agreement. Consultant’s services will be performed in compliance with South Carolina Building Codes Council regulations along with other local and state regulatory agencies.

- 1.2 Consultant further agrees to place the public’s welfare above all other interests and recognizes that the chief function of the government is to serve the best interests of all the people. However, no third-party beneficiaries are intended by this Agreement.

2.0 Compensation & Payment Terms

- 2.1 Client will compensate Consultant as outlined in EXHIBIT 1 & 2
- 2.2 Consultant will submit invoices to the Client monthly, and Client agrees to pay Consultant’s invoice upon receipt. Client acknowledges the duty to pay the consultant as agreed and Consultant reserves the right to suspend services if payments are not paid as noted above. Client further acknowledges that payment must be made within 10 business days.

3.0 Client Disclosure

- 3.1 Client agrees to advise Consultant upon execution of this Agreement of any hazardous substance or any condition, known or that reasonably should be known by Client, existing in, on, or near any site where Consultant will be performing services that presents a potential danger to human health, the environment, or Consultant’s equipment. Client agrees to provide Consultant continuing related information as it becomes available to the Client. By virtue of entering into this Agreement or providing services hereunder, Consultant does not assume control of or responsibility as an operator or otherwise for the sites or the person(s) in charge of the sites, or undertake responsibility for reporting to any federal, state, or local public agencies any conditions at the sites that may present a potential danger to public health, safety, or the environment. Client agrees under advice of its counsel to notify the appropriate federal, state, or local public agencies as required by law; or otherwise, to disclose, in a timely manner, any information that may be necessary to prevent damage to human health, safety, or the environment.

4.0 Entire Agreement

- 4.1 This Agreement, any attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.
- 4.2 Client and Consultant must mutually acknowledge in writing any change to this Agreement in order for such change to be effective.



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5.0 Standard of Care and Limitations

- 5.1 Consultant represents that it is a specialist in the type of service to be provided under this Agreement and that it will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of Consultant's profession practicing in the same or similar locality at the time of service. Consultant warrants that all services performed hereunder shall comply with all requirements of applicable federal, state, or local laws, ordinances, codes, and regulations, and applicable standards.
- 5.2 ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER ARE HEREBY DISCLAIMED. CONSULTANT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT AGREES THAT NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.
- 5.3 Nothing in this agreement or in the services provided by Consultant is intended to create, nor shall it be construed to create a fiduciary relationship owed by either party to one another.

6.0 Changes in Scope and Compensation

- 6.1 Client and Consultant shall have the right to make changes to the Scope of Services and Compensation, upon mutual acknowledgement and accepted by both parties. Any such changes will be memorialized in a written instrument and signed by both parties.

7.0 Dispute Resolution

- 7.1 The parties agree to attempt to resolve any dispute without resort to litigation, including use of mediation, prior to filing of any suit. The cost of mediation will be borne equally by the parties; provided, however that each party shall be responsible for its own attorney's fees and costs. In the event that a claim results in litigation, then the prevailing party shall be entitled to recover from the non-prevailing party the prevailing party's reasonable legal fees and expenses associated with such litigation.

8.0 Insurance

- 8.1 Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance:
- 8.1.1 Commercial General Liability Insurance with limits of \$1,000,000 each occurrence / \$2,000,000 aggregate.
- 8.1.2 Workers' Compensation providing statutory coverages required by the state where services are provided limit is \$1,000,000 each occurrence.
- 8.1.3 Professional Liability Insurance covering negligent acts, errors, and omissions limit is \$1,000,000 each occurrence.
- 8.1.4 Automobile Liability Insurance with limits of \$1,000,000 each occurrence.
- 8.2 Upon receipt of written request from Client, Consultant shall have Client named as an additional insured Under the General Liability and Automobile Liability policies on a primary and non-contributory basis.



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9.0 Unused

10.0 Safety

- 10.1 Consultant will be responsible for all matters relating to the health and safety of its personnel and protection of its equipment in performance of Scope of Services.
- 10.2 Consultant will take all necessary precautions for the safety of, and provide the necessary protection to prevent damage, injury, or loss to, all persons and property that may be affected by the Scope of Services.

11.0 Force Majeure

- 11.1 Any failure of performance under this Agreement shall not constitute breach if said failure of performance is due to an event or events beyond the reasonable control of the Parties or either of them; such events of force majeure shall include, but not be limited to, acts of God, natural disasters, actual or threatened war, armed conflict, riot, fire, earthquake, explosion, flood, strike, lockout, injunction or telecommunications, electrical or source of supply failure.
- 11.2 If an event of force majeure occurs, Consultant shall notify Client, identify the event of force majeure, and specify the anticipated time when the work can be continued. Timely notification of an event of force majeure shall extend the completion date of this Agreement for a time equal to the continuation of the force majeure plus any reasonable time necessary to resume Work.

12.0 Governing Law and Severability

- 12.1 The laws of the State of South Carolina will govern the validity of these terms, their interpretation and performance, and will be used to adjudicate disputes that cannot be settled by mediation. The parties agree that any suit, action, or proceeding arising out of or based upon this Agreement may be instituted only and exclusively in the South Carolina Circuit Courts.
- 12.2 In the event that any provision of this Agreement is found to be invalid or unenforceable under law, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable, and the remaining provisions of this Agreement shall continue in full force and effect.

13.0 Non-Exclusivity

- 13.1 Client acknowledges and agrees that the relationship with Consultant is non-exclusive and Consultant may represent, perform services for, and contract with, as many additional clients, persons or companies as Consultant in Consultant's sole discretion sees fit.

14.0 Miscellaneous

- 14.1 A party's failure at any time, or from time to time, to enforce or require strict performance of any of the terms and conditions of this Agreement shall not affect or impair the right of that party at any time to enforce the terms and conditions or to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.
- 14.2 The rights and remedies of the parties contained in this Agreement shall be cumulative and the exercise of any one or more of the remedies contained herein shall not, except as otherwise provide in this Agreement, limit any party in the exercise of any other remedy that may be available to such party under this Agreement or at law or equity.
- 14.3 All provisions of this Agreement related to assignment, dispute resolution, indemnification, insurance, ownership, and use of documents, or otherwise allocating responsibility or liability between the parties, shall survive the completion of the services hereunder and the termination of this Agreement for any reason and shall remain enforceable between the parties.



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- 14.4 All documents, photographs, inspection records, and other materials related to performance of the Scope of Services will be provided to the Client.
- 14.5 This Agreement may not be assigned by either party without the prior written permission of the other.

The parties have read the foregoing, and understood completely the terms and conditions, and willingly enter into this Agreement, and acknowledge the same by their signatures below.

Client

By: _____

Print Name: _____

Title: _____

Date: _____

Consultant

By: Brian L. Blackwell

Print Name: Brian L. Blackwell

Title: CEO

Date: 8-7-2026

Attachments: Exhibit 1 & 2



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Exhibit 1

Scope of Work

RCI will provide all services as directed by the **City of Cayce** to include:

- Plan Review-Residential and Commercial
- New Construction Residential and Commercial Inspections including:
 - a. Accessibility Inspections
 - b. Building Inspections
 - c. Mechanical Inspections
 - d. Electrical Inspections
 - e. Plumbing Inspections
 - f. Existing building assessments
 - g. Renovations and Upgrades
 - h. Occupancy Inspections
- Coordinate and combine comments from City Planner, Public works, and Fire Department
- Complaint Investigations
- Reporting (including ISO Reports)
- The **City of Cayce** is to provide permit clerks to receive fees/payments, permit applications, file permits, schedule inspections, receive and collect plans and include other typical duties performed by a permit technician.
- The **City of Cayce** and **RCI** will utilize current staff for residential inspections as certified and qualified per ICC and SC LLR.

Designing a program that is suitable to the needs of the jurisdiction will include establishing time frames for the various duties that we will perform. Unless otherwise agreed upon, RCI will provide our services according to the following time frames.

- Requests for Inspections will be conducted within 24 hours or as scheduled
- Commercial Plan Review will be performed, and a letter will be issued within 10 business days
- Residential Plan Reviews will not exceed 2 business days
- Large projects review times will be reviewed efficiently as possible not to exceed 20 days for most projects

Cost of Services

RCI of South Carolina, Inc. (Consultant) will perform Residential and Commercial Inspections and Plan Reviews, and other services listed in the Scope of Work for a rate as listed in the Fee schedule. Consultant will invoice Client monthly, and the Client shall pay within ten business days.



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Exhibit 2

Fee Schedule

Accessibility Inspections.....	\$90.00/ hour
Building Inspections.....	\$90.00/ hour
Mechanical Inspections.....	\$90.00/ hour
Electrical Inspections.....	\$90.00/ hour
Plumbing Inspections.....	\$90.00/ hour
Fire Inspections.....	\$90.00/ hour
Plan Review.....	See plan review fee schedule below
Clerical.....	\$45.00/ hour
Building Official Services monthly fee.....	\$1500.00 /\$125.00/ hour*
Mileage per Diem.....	\$0.725 per mile or current IRS rate

¹These rates apply to services requested during normal business hours Monday – Friday, 8:00 am – 5:00 pm. RCI recognizes all State of South Carolina holidays. For services requested after normal business hours, weekends or holidays, the rates will be 1.5 times the rates provided above.

- The hourly Building Official rate is included for additional meetings, project needs etc., that exceed typical duties exceeding 5-7 hours a week.
- The inspector hourly rate will be invoiced at a minimum of 4 hours per trip for inspection services.

The plan review fees are based on the City of Cayce Current Permit fee Schedule

- Residential plan review fees are not to exceed 50% of the assessed permit fees for all projects that are regulated by the International Residential Code.
- Commercial Plan review fees are not to exceed 90% of assessed plan review fees for projects from \$0 to \$100,000,000.
- Commercial Plan review fees are not to exceed 85% of assessed plan review fees for projects \$100,000,0001 and up.
- A discount for the “City of Cayce owned building(s)” project plan review fees are as follows: A 10% discount for projects completed with one plan review. A 5% discount for projects completed with two plan reviews. No reduction in fee(s) is offered for subsequent project reviews for 3 or more submittals to include preliminary reviews.
- *Meetings to discuss preliminary projects/plan(s) submittals, special meetings etc. are covered under Building Official Services hourly rate schedule.
- Residential/Commercial Inspections are provided and performed as needed to supplement existing staff as provided by the City of Cayce.

This fee also covers review of re-submittals of plans and documents.

This includes a plan review of Building, Mechanical, Electrical, Accessibility and Plumbing drawings.

Standard penalties of 1.5% will be accrued every 20 business days for late payments.

Memorandum

To: Mayor and Council

From: Michael Conley, City Manager

Date: September 16, 2026

Subject: Second Reading of Ordinance 2026-08 to establish procedures and rules for Business License Tax Assessments and Appeals and Designating the City Manager as Hearing Officer

Issue

Consideration of Ordinance 2026-08 establishing procedures and rules for business license tax assessments and appeals and designating the City Manager as the City's Hearing Officer for such appeals.

South Carolina Code § 6-1-410 authorizes a taxing jurisdiction's governing body to hear an appeal of a business license tax final assessment or to designate an appeals officer or appeals board to hear and determine the appeal. Ordinance 2026-08 establishes the City's process for handling these assessments and appeals and designates the City Manager as the Hearing Officer.

Discussion

Ordinance 2026-08 establishes a formal process for businesses to request review of a business license tax assessment and, if necessary, appeal a final assessment.

The ordinance provides a multi-step process beginning with a notice of assessment. A taxpayer has 30 days from the date of postmark or personal service to submit a written request for adjustment. The City and taxpayer would then participate in an informal conference within 15 days of the City's receipt of a timely request.

Following the informal conference, the License Official will issue a final assessment within five days. A taxpayer wishing to appeal the final assessment must file a completed appeal form within 30 days and pay under protest at least 80% of the business license tax based on the final assessment.

The City Manager would serve as the Hearing Officer for perfected appeals. The Hearing Officer would conduct the hearing, rule on procedural and evidentiary matters, make findings of fact

and conclusions of law, and issue a written final decision. The ordinance provides that the Hearing Officer may not amend the City's Business License Program, waive taxes or penalties except as authorized by law, or exercise legislative authority reserved to City Council.

The ordinance also provides procedures for conducting the appeal hearing, including the presentation of evidence, testimony and cross-examination of witnesses, applicable evidentiary rules, and the recording of the hearing. The hearing will generally be open to the public, with confidential gross-receipts information and other legally exempt information handled in camera as required by law.

Following the hearing, the Hearing Officer will issue a written decision stating the basis for the decision, findings of fact, and conclusions of law. The taxpayer retains the right to seek further review before the South Carolina Administrative Law Court.

The ordinance preserves City Council's authority to amend or repeal the procedures and allows Council, when lawfully appropriate, to hear a direct business license tax appeal rather than proceeding through the Hearing Officer.

Recommendation

Staff recommends approval of Ordinance 2026-08 establishing procedures and rules for business license tax assessments and appeals and designating the City Manager as the City's Hearing Officer for such appeals.

Adoption will provide the City with a consistent and clearly defined administrative process for handling business license tax assessment appeals while providing taxpayers with established procedures, deadlines, hearing rights, and further appeal rights.

State of South Carolina	)	ORDINANCE 2026-08
	)	
County of Lexington	)	
	)	
City of Cayce	)	

AN ORDINANCE OF THE CITY OF CAYCE ESTABLISHING PROCEDURES AND RULES FOR BUSINESS LICENSE TAX ASSESSMENTS AND APPEALS; DESIGNATING THE CITY MANAGER AS THE HEARING OFFICER FOR SUCH APPEALS; AND PROVIDING FOR RELATED MATTERS

WHEREAS, the City Council of the City of Cayce (the “**Council**”) is authorized to administer and collect business license taxes and to prescribe procedures for assessment and appeal consistent with applicable law; and

WHEREAS, [S.C. Code § 6-1-410](#) authorizes a taxing jurisdiction council to hear an appeal of a business-license-tax final assessment or to designate an appeals officer or appeals board to hear and determine the appeal; and

WHEREAS, Council finds that designating the City Manager as the City’s Hearing Officer will provide an orderly and efficient administrative process for the adjudication of business license tax assessment appeals;

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

Section 1. Purpose; Authority; Construction.

1. This Ordinance establishes the procedures and rules governing City of Cayce business license tax assessments and appeals (the “**Business License Appeal Procedures**”).
2. The Business License Appeal Procedures shall be read together with [S.C. Code §§ 6-1-400 through 6-1-420](#), as amended, and the City’s business license ordinance and program (collectively, the “**Business License Program**”).
3. If a provision of this Ordinance conflicts with controlling state law, state law controls to the extent of the conflict.

Section 2. Definitions.

For purposes of this Ordinance:

1. **Business** has the meaning assigned in the Business License Program.
2. **City** means the City of Cayce, South Carolina.
3. **Council** means the City Council of Cayce, the governing body of the City.
4. **Hearing Officer** means the City Manager, appointed by Council in Section 3 of this Ordinance to hear and determine appeals from final business license tax assessments. The Hearing Officer may obtain legal advice from the City Attorney or other counsel designated by the City for administration of a proceeding, provided that the Hearing Officer's decision remains independent and based solely on the record developed in the appeal.
5. **License Official** has the meaning assigned in the Business License Program and includes the officer, employee, or agent designated by the City as having primary responsibility for business licensing.
6. **Taxpayer** means an individual, firm, partnership, limited liability partnership, limited liability company, corporation, trust, estate, association, or company acting, or authorized to act, for a Business.

Section 3. Appointment of City Manager as Hearing Officer.

1. **Appointment.** Council hereby appoints the City Manager, in the City Manager's official capacity, as the City's designated appeals officer and Hearing Officer for business license tax assessment appeals under [S.C. Code § 6-1-410](#) and this Ordinance.
2. **Scope of Appointment.** The Hearing Officer shall conduct appeal hearings, rule on procedure and evidence, make findings of fact and conclusions of law, and issue the City's written final decision on each appeal in accordance with this Ordinance and applicable law. This appointment does not authorize the Hearing Officer to amend the City's Business License Program, waive taxes or penalties except as authorized by law, or exercise legislative authority reserved to Council.

3. **Recusal; Alternate Appointment.** If the City Manager has a personal, financial, or other conflict that reasonably calls the City Manager's impartiality into question in a particular appeal, the City Manager shall recuse. Council may appoint an alternate appeals officer for that appeal by resolution or other lawful Council action. Until an alternate is appointed, any deadline may be continued by written agreement of the City and the Taxpayer as permitted by law.
4. **Council Authority Preserved.** Council retains authority to amend, repeal, replace, or otherwise modify this appointment and these procedures by ordinance, subject to applicable law.

Section 4. Assessment and appeal process.

1. **Notice of Assessment.** If a Taxpayer fails or refuses to pay a business license tax by May 1 of an applicable business license tax year, or by another applicable statutory due date, the License Official may serve a notice of assessment on the Taxpayer by mail or personal service.
2. **Request for Adjustment.** Within thirty (30) days after the date of postmark or personal service of the notice of assessment, the Taxpayer may submit a written request for adjustment stating the reasons supporting the request.
3. **Informal Conference.** Within fifteen (15) days after the City receives a timely request for adjustment, the License Official and the Taxpayer shall hold an informal conference.
 - (a) Neither the Taxpayer nor the License Official may audio-record or video-record the informal conference.
 - (b) There is no right to compulsory disclosure of documents by subpoena for purposes of the informal conference.
 - (c) The informal conference is not a public hearing and is not open to the public.
 - (d) The Taxpayer may be accompanied or advised by an attorney, accountant, or other representative. The License Official may be accompanied or advised by an attorney, accountant, or City staff member.

- (e) The License Official shall preside over the informal conference and determine when it is concluded.
 - (f) The Taxpayer may present information or documents then in the Taxpayer's possession supporting the requested adjustment.
4. **Final Assessment.** Within five (5) days after the informal conference, the License Official shall issue and serve by mail or personal service a notice of final assessment. The notice shall include an appeal form substantially in the form attached as **Exhibit A**.
5. **Appeal of Final Assessment.** Within thirty (30) days after the date of postmark or personal service of the notice of final assessment, the Taxpayer may appeal by:
- (a) filing a completed appeal form with the License Official by mail or personal service; and
 - (b) paying to the City, under protest, at least eighty percent (80%) of the business license tax based on the final assessment.

Failure to timely satisfy both requirements constitutes a failure to perfect the appeal and results in denial of the appeal.

6. **Hearing.** The Hearing Officer shall hear the appeal within thirty (30) days after the City receives the completed appeal form, unless the City and Taxpayer agree in writing to a continuance. The hearing shall be scheduled and conducted in the manner required by S.C. Code § 6-1-410, including any applicable requirement concerning a regular or special meeting.
- (a) The License Official shall provide written notice to the Taxpayer stating the date, time, and location of the hearing and shall provide the rules of evidence and procedure established by this Ordinance.
 - (b) The Taxpayer may be represented by counsel, present testimony and evidence, and cross-examine witnesses.
 - (c) The hearing shall be recorded. It shall be transcribed at the expense of the party requesting a transcript, unless the parties agree otherwise in writing.

- (d) Information concerning gross receipts contained in business license tax applications is confidential to the extent provided by law. The City shall not disclose the information except as authorized by law, including acknowledgement of whether a business has paid the City's business license tax for a relevant year.
 - (e) The hearing shall be open to the public except that the Hearing Officer shall conduct in camera any portion involving confidential gross-receipts information or other information lawfully exempt from public disclosure. The Hearing Officer shall comply with Title 30, Chapter 4 and Title 6, Chapter 1 of the South Carolina Code of Laws, as applicable.
- 7. **Decision and Written Order.** The Hearing Officer shall decide the assessment based only on the record and shall issue a written final decision stating the basis for the decision, findings of fact, and conclusions of law. The written decision shall be filed with the License Official and served on the Taxpayer by mail or personal service within fourteen (14) days after the hearing, unless a longer period is agreed in writing by the parties or required for good cause consistent with law. The decision shall advise the Taxpayer of the right to seek a contested case hearing before the South Carolina Administrative Law Court.
 - 8. **Further Appeal.** Within thirty (30) days after the date of postmark or personal service of the City's written final decision, the Taxpayer may appeal to the South Carolina Administrative Law Court in accordance with its rules.

Section 5. Rules of Evidence.

- 1. **Governing Standard.** Questions of evidence shall be governed by applicable law, including S.C. Code § 1-23-330 to the extent applicable. The Hearing Officer shall exclude irrelevant, immaterial, or unduly repetitious evidence; give effect to legally recognized privileges; and permit evidence in written form when doing so expedites the hearing without substantially prejudicing either party. In close questions of relevance, the Hearing Officer may resolve the question in favor of receiving the evidence, subject to its weight.
- 2. **Objections and Offers of Proof.** An objection to evidence must be timely and noted in the record. If the Hearing Officer excludes evidence, the offering party may make an offer of proof on the record. For excluded oral testimony, the offering party shall briefly

summarize the proposed testimony. For a document or exhibit, the item shall be marked for identification and included in the record as an offer of proof.

Section 6. Order of Proceedings.

1. **Opening of Hearing.** The Hearing Officer shall open the hearing with a brief statement of the nature of the proceedings. Each party may make an opening statement of no more than five (5) minutes.
2. **Presentation of Evidence.** The parties shall present evidence in the following order:
 - (a) The City, as the taxing jurisdiction, shall present its evidence first.
 - (b) The City shall call its witnesses, and the Taxpayer may cross-examine each witness in an orderly manner.
 - (c) The City shall have up to fifteen (15) minutes for direct examination of each witness, and the Taxpayer shall have up to ten (10) minutes for cross-examination.
 - (d) After the City rests, the Taxpayer shall present its evidence. The City may cross-examine each witness in an orderly manner.
 - (e) The Taxpayer shall have up to fifteen (15) minutes for direct examination of each witness, and the City shall have up to ten (10) minutes for cross-examination.
 - (f) The Hearing Officer shall administer an oath or affirmation to each witness, and each witness is subject to examination.
 - (g) Objections concerning procedure, admission of evidence, or another matter must be made timely and stated on the record.
3. **Closing Arguments and Deliberation.** After the parties have presented their evidence, each party may make a final argument of no more than five (5) minutes. The Hearing Officer may obtain legal advice in executive session when lawful but shall make the decision and announce the ruling on the record in the public session as required by applicable law.

4. **Decision.** The Hearing Officer shall issue a ruling on the appeal consistent with Section 4 of this Ordinance. The Taxpayer retains the right to appeal the final decision to the South Carolina Administrative Law Court as provided by law.

Section 7. Direct Appeals to Council.

If Council lawfully elects to hear a direct business license tax appeal rather than proceed through the Hearing Officer, Sections 5 and 6 of this Ordinance govern the rules of evidence and order of proceedings, with references to the Hearing Officer construed to mean Council as appropriate.

Section 8. Exhibit.

The Notice of Final Assessment and Notice of Appeal Form attached as **Exhibit A** are approved for use by the License Official. The License Official may make non-substantive administrative changes to the forms that are consistent with this Ordinance and applicable law.

Section 9. Severability.

If a court of competent jurisdiction holds a provision of this Ordinance invalid or unenforceable, that holding does not affect the validity or enforceability of the remaining provisions.

Section 10. Repealer.

All ordinances, resolutions, policies, or parts thereof inconsistent with this Ordinance are repealed to the extent of the inconsistency.

Section 11. Effective date.

This Ordinance shall be effective from and after the date of second and final reading and adoption by Cayce City Council.

DONE IN MEETING DULY ASSEMBLED, this _____ day of _____ 2026.

Elise Partin, Mayor

Attest:

Kristen Hall, Municipal Clerk

First Reading: _____

Second Reading: _____

Approved as to form: _____

James Smith, City Attorney

EXHIBIT A

NOTICE OF FINAL ASSESSMENT OF BUSINESS LICENSE TAX

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

CITY OF CAYCE

Date of Original Notice: _____

Business Code: _____

NAICS: _____

Name of Business: _____

Mailing Address: _____

Federal Tax ID No.: _____

Last License No.: _____ Year: 20_____

Date of Informal Conference: _____

S.C. Code § 6-1-410(A) provides that, if a taxpayer fails or refuses to pay a business license tax by May 1 or another applicable deadline, the taxing jurisdiction may serve notice of assessment by mail or personal service. You requested review of the original notice of assessment. Following the informal conference identified above, the City has determined the final assessment stated below.

This is the City's final notice of assessment. You may appeal within thirty (30) days after the date of postmark or personal service by: (1) filing the completed Notice of Appeal Form with the City's License Official; and (2) paying under protest at least eighty percent (80%) of the business license tax based on the final assessment.

The Business identified above is assessed the following business license tax and penalties:

License Year	Gross Income	Tax Rate	License Tax	Penalties
20_____				
20_____				
20_____				
Totals				

Penalties accrue as provided by applicable law and the City's Business License Program.

Date: _____, 20_____

License Official

NOTICE OF APPEAL FORM

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON
CITY OF CAYCE

Date of Original Notice: _____

Business Code: _____

NAICS: _____

Name of Business: _____

Mailing Address: _____

Federal Tax ID No.: _____

Last License No.: _____ Year: 20 _____

Date of Informal Conference: _____

The Business identified above has been assessed the following business license tax and penalties:

License Year	Gross Income	Tax Rate	License Tax	Penalties
20____				
20____				
20____				
Totals				

I, the undersigned Taxpayer or duly authorized representative of the Business identified above, appeal the final business license tax assessment. The reasons for the appeal are:

By filing this appeal, I represent and understand that:

1. The Business is paying under protest \$_____, which is at least eighty percent (80%) of the business license tax based on the final assessment.
2. Failure to timely remit at least eighty percent (80%) of the final assessment, or failure to timely submit this Notice of Appeal Form within thirty (30) days after postmark or personal service of the final assessment, results in rejection of the appeal and waiver of the right to appeal the business license taxes due to the City.
3. The Business has the right to an appeal hearing within thirty (30) days after the City receives a timely perfected appeal, unless continued by written agreement of the parties.
4. The hearing will be conducted under the procedures and rules adopted by the City.

Date: _____, 20____

Taxpayer or Authorized Representative

Printed Name: _____

Title: _____

Telephone: _____

Email: _____

Memorandum

To: Mayor and Council

From: Michael Conley, City Manager

Date: September 16, 2026

Subject: First Reading of Ordinance 2026-09 to establish the FOG and Grease-Removal-Device Incentive Reimbursement Grant Program and authorize the City Manager to establish administrative procedures and execute reimbursement agreements.

Issue

Fats, oils, and grease (FOG) discharged from commercial food-service establishments cause costly infrastructure damage, line blockages, and sanitary sewer overflows in the City of Cayce's sewer system. City Council consideration is requested to adopt Ordinance 2026-09, which establishes a targeted Fats, Oils, and Grease (FOG) and Grease-Removal-Device Incentive Reimbursement Grant Program to assist local commercial food-service establishments in installing compliant grease-management infrastructure.

Discussion

Discharged FOG poses severe operational risks to public sewer infrastructure, leading to increased maintenance costs, potential environmental violations, and premature system deterioration. By establishing a matching grant program, the City incentivizes local food-service establishments to install, upgrade, and maintain properly sized grease interceptors and hydromechanical grease removal devices.

Key provisions of the proposed ordinance include:

- **Program Structure & Matching Funds:** Subject to annual City Council appropriation and available unrestricted Utility Fund revenues, the program allocates up to \$15,000.00 per Program Year. Reimbursements cover up to 50% of verified eligible capital costs, capped at a lifetime maximum of \$7,500.00 per commercial establishment location. Applicants must fund at least 50% of the project from their own funds.
- **Eligibility & Timing Requirements:** Eligible projects must serve commercial food-service establishments located in Cayce or lawfully connected to the City's public sewer system. Applicants must be current on all City utility charges, taxes, and fees, and must possess property ownership or written authorization from the owner. Crucially, work or equipment purchases initiated prior to City approval and execution of a formal reimbursement agreement are ineligible for reimbursement.

- **Eligible vs. Ineligible Costs:** Approved expenditures include exterior grease interceptors, hydromechanical grease removal devices, piping, concrete/asphalt restoration, and directly related contractor labor licensed under state law. Ineligible expenditures include routine maintenance, pump-outs, operational costs, permit/impact fees, penalties, do-it-yourself unpermitted labor, and pre-agreement expenditures.
- **Governance & Administration:** A Staff Review Committee, composed of representatives from the Utilities Department and Planning & Development Department, will evaluate applications for technical compliance and make recommendations to the City Manager. The City Manager is authorized to approve projects, execute agreements, and issue administrative procedures. The City Manager will also submit an annual summary report of program activity and remaining balances to City Council.

Recommendation

Staff recommends that City Council approve Ordinance 2026-09 establishing the FOG and Grease-Removal-Device Incentive Reimbursement Grant Program and authorizing the City Manager to establish administrative procedures and execute reimbursement agreements.

State of South Carolina	)	ORDINANCE 2026-09
	)	
County of Lexington	)	
	)	
City of Cayce	)	

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CAYCE, SOUTH CAROLINA, TO ESTABLISH A FATS, OILS, AND GREASE (FOG) AND GREASE-REMOVAL-DEVICE INCENTIVE REIMBURSEMENT GRANT PROGRAM

WHEREAS, the City of Cayce (the City) owns, operates, and maintains a public sewer system and is authorized to regulate the discharge of sewage and the use of sewage facilities in furtherance of public health, safety, welfare, and the operation of the municipal sewer system;

WHEREAS, fats, oils, and grease (FOG) discharged from commercial food-service establishments can cause blockages, sanitary sewer overflows, interference with wastewater-system operations, damage to public infrastructure, and increased costs to the City and its utility customers;

WHEREAS, properly sized, installed, operated, and maintained grease interceptors, hydromechanical grease removal devices, and related grease-management infrastructure reduce FOG discharged to the City's sewer system;

WHEREAS, the City Council finds that a targeted reimbursement program for qualifying capital improvements will promote protection of the City's sewer infrastructure, reduce FOG-related operational risks and costs, advance public health, and support the lawful establishment and continued operation of commercial food-service establishments served by the City's sewer system; and

WHEREAS, the City Council intends that all reimbursements authorized by this Ordinance be administered as utility-system-protection expenditures, subject to annual appropriation, the availability of unrestricted Utility Fund revenues, and the conditions stated herein.

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

SECTION 1. ESTABLISHMENT; PURPOSE; AUTHORITY

1. There is hereby established the City of Cayce FOG and Grease-Removal-Device Incentive Reimbursement Grant Program (the Program).
2. The Program is established to encourage the installation or upgrade of City-approved, code-compliant grease-management infrastructure that protects the City's public sewer

system by reducing FOG-related blockages, overflows, interference, and associated operational risks.

3. The Program shall be administered consistently with the City's then-current Sewer Use Ordinance, pretreatment requirements, utility policies, building and plumbing codes, and all other applicable federal, state, and local laws, regulations, permits, and standards.
4. The Program is supplemental to, and shall not waive, modify, excuse, or delay, any obligation of an applicant or any other person to obtain required permits, comply with applicable laws and City requirements, allow inspections, maintain grease-management equipment, or satisfy any enforcement action, penalty, fee, or other obligation.

SECTION 2. DEFINITIONS

For purposes of this Ordinance:

1. Applicant means a person or entity that owns, leases, operates, or is authorized by the owner to make the proposed Eligible Improvement at a Commercial Food-Service Establishment and that submits a completed application under the Program.
2. City Approval means written approval of an application by the City official authorized under this Ordinance, after staff review and before the Applicant incurs reimbursable costs, purchases equipment, begins site work, or begins installation.
3. Commercial Food-Service Establishment means a commercial establishment that prepares, cooks, processes, or serves food for sale or consumption and generates, or reasonably may generate, FOG in its wastewater discharge.
4. Eligible Costs means documented and reasonable capital costs approved in writing by the City for an Eligible Improvement, including equipment, materials, excavation, plumbing, installation, placement, backfilling, concrete or asphalt restoration, and other directly related construction labor. Eligible Costs do not include ineligible costs listed in Section 5.
5. Eligible Improvement means a new or upgraded grease interceptor, hydromechanical grease removal device, grease trap, piping, access component, or related appurtenance that: (a) is approved by the City; (b) is required or accepted under applicable City standards and law; (c) serves a Commercial Food-Service Establishment eligible for the Program; and (d) is installed pursuant to approved plans and all required permits.
6. Program Year means the City fiscal year for which funds are appropriated to the Program.

7. Utility Fund means the City fund designated for the lawful receipt, accounting, operation, maintenance, improvement, and protection of the City's utility system.

SECTION 3. FUNDING; MATCH; LIMITATIONS

1. Subject to annual appropriation by City Council and the availability of unrestricted Utility Fund revenues, the City may allocate up to Fifteen Thousand Dollars (\$15,000.00) during each Program Year for Program reimbursements and reasonable Program administration.
2. A reimbursement shall equal no more than fifty percent (50%) of the Applicant's verified Eligible Costs and shall not exceed Seven Thousand Five Hundred Dollars (\$7,500.00) for any one Commercial Food-Service Establishment location during the Program's existence, unless City Council later amends this Ordinance.
3. The Applicant shall pay from its own funds at least fifty percent (50%) of the Eligible Costs. The City reimbursement shall not exceed the actual amount paid by the Applicant for approved Eligible Costs.
4. No reimbursement may be paid for costs reimbursed or to be reimbursed from another governmental grant or incentive program unless that funding source is fully disclosed in writing and the City expressly approves the coordinated funding in writing. In no event may the combined public reimbursement exceed the Applicant's actual Eligible Costs.
5. Program funds shall be committed only through a written reimbursement agreement executed on behalf of the City by an official authorized under Section 6. Neither an application, staff communication, City Approval, nor a budgeted amount creates an entitlement to payment absent an executed reimbursement agreement.
6. The City may suspend acceptance of applications, reserve funds, reduce available funding, or terminate the Program prospectively if funds are unavailable or if City Council determines that continuation is not in the City's best interest. No action under this subsection impairs an obligation contained in an executed reimbursement agreement, except as permitted by that agreement or applicable law.

SECTION 4. ELIGIBILITY

An Applicant is eligible to participate only if all the following conditions are satisfied:

1. The Commercial Food-Service Establishment is located within the City or is otherwise lawfully served by the City's public sewer system.
2. The proposed Eligible Improvement will serve the Commercial Food-Service Establishment's discharge to the City's sewer system.

3. The Applicant and the Commercial Food-Service Establishment are current on all undisputed City utility charges, fees, taxes, and other amounts due, unless the City Manager approves a written payment arrangement.
4. The Applicant demonstrates ownership of the premises or provides written authorization from the record owner sufficient to perform the proposed work and enter into the reimbursement agreement.
5. The Applicant has not begun site work, purchased equipment, or incurred installation costs for which reimbursement is sought before City Approval and execution of the reimbursement agreement, except for approved design, permitting, or estimating costs expressly identified in the agreement.
6. The Applicant agrees to obtain and maintain all permits, approvals, inspections, licenses, and insurance required by applicable law and City policy.
7. The proposed project is technically appropriate for the establishment's anticipated discharge, meets the City's applicable sizing and design requirements, and is consistent with approved plans.
8. The Applicant is not in material violation of the City's Sewer Use Ordinance, pretreatment requirements, or other applicable City requirements, unless the proposed Eligible Improvement is part of a City-approved corrective-compliance plan and the reimbursement agreement so states.

SECTION 5. ELIGIBLE AND INELIGIBLE COSTS

1. Eligible Improvements may include City-approved exterior grease interceptors, hydromechanical grease removal devices, grease traps, piping, fittings, concrete, asphalt restoration, access structures, and associated installation work, as appropriate to the approved design and applicable City standards. Examples are illustrative only and do not limit the City's authority to approve technically appropriate equipment or materials.
2. Reimbursable labor must be performed by a contractor properly licensed for the work performed when licensure is required by law. The City may require evidence of contractor licensure and insurance before approving an application or payment.
3. The following are ineligible for reimbursement:
 - (a) Routine maintenance, pump-outs, cleaning, inspection, monitoring, repair, replacement of consumable parts, operational expenses, or other recurring costs;

- (b) Fines, penalties, late fees, utility charges, permit fees, impact fees, connection fees, taxes, financing charges, interest, legal fees, or costs of correcting work that does not comply with approved plans or applicable requirements;
- (c) Work performed without required permits or inspections;
- (d) Unpermitted do-it-yourself labor or labor not documented by itemized invoices and proof of payment;
- (e) Costs incurred before execution of a reimbursement agreement, except costs expressly authorized in that agreement; and
- (f) Any cost that the City determines is not reasonable, necessary, directly related to the approved Eligible Improvement, or adequately documented.

SECTION 6. APPLICATION; REVIEW; APPROVAL

1. The City Manager shall designate a Staff Review Committee consisting of representatives from the City's Utilities Department and Planning and Development Department. The Staff Review Committee shall review applications for completeness and technical compliance and shall make recommendations to the City Manager or the City Manager's written designee.
2. The City Manager, or the City Manager's written designee, is authorized to approve, conditionally approve, deny, reserve funds for, or withdraw approval of applications consistent with this Ordinance, the Program's available funding, and adopted administrative procedures. The City Manager, or the City Manager's written designee, is also authorized to execute reimbursement agreements and approve reimbursement payments in accordance with the City's fiscal controls.
3. City employees and officials participating in review, approval, inspection, or payment decisions shall disclose and recuse themselves from any matter in which they have a personal, financial, or other conflict of interest that reasonably calls their impartiality into question.
4. The City Manager may promulgate written application forms, administrative procedures, technical submittal requirements, and program guidance consistent with this Ordinance. Those materials may include reasonable deadlines, documentation requirements, and conditions necessary to safeguard City funds and the sewer system.
5. An application is complete only when the City receives all information and documents required by the application form and this Ordinance. Complete applications shall be date-stamped upon receipt. Unless otherwise established by written program guidance, applications shall be considered in the order in which they are determined complete;

however, the City may prioritize a project addressing a documented FOG-related system risk, a City-directed corrective-compliance need, or the lawful occupancy of a previously vacant commercial space.

6. At a minimum, each application shall include:
 - (a) The Applicant's legal name, principal business address, contact information, ownership or site-control documentation, and authority to act for the property owner, if applicable;
 - (b) The Commercial Food Service Establishment location and a description of its proposed or existing food-service operations;
 - (c) Detailed site, plumbing, and device plans showing proposed sizing, placement, discharge connections, and engineering or manufacturer specifications as required by the City;
 - (d) Itemized estimates for labor and materials from qualified contractors;
 - (e) A proposed project schedule;
 - (f) Disclosure of all other public or private funding sought or received for the proposed work; and
 - (g) Any other information reasonably required by the City to establish eligibility, technical adequacy, fiscal responsibility, and compliance with City standards.
7. The City shall issue written notice of approval, conditional approval, denial, or request for additional information. City Approval expires if the Applicant has not executed a reimbursement agreement within the time stated in the notice or agreement.

SECTION 7. REIMBURSEMENT AGREEMENT; PERFORMANCE; PAYMENT

1. Before work begins, the Applicant and the City shall execute a written reimbursement agreement stating the approved scope of work, maximum reimbursement, required match, completion deadline, applicable conditions, and payment requirements.
2. Each reimbursement agreement shall require the Applicant to:
 - (a) Complete the project in accordance with approved plans, applicable permits, and all applicable City standards;

- (b) Maintain the installed Eligible Improvement as required by applicable law and City requirements;
 - (c) Permit the City to inspect the work and review records reasonably necessary to verify performance and eligibility;
 - (d) Retain project records, invoices, receipts, permits, inspection records, and proof of payment for at least five (5) years after final reimbursement, or longer if required by law; and
 - (e) Promptly notify the City of a material change to the approved project, ownership, site control, funding, or compliance status.
3. The City shall make reimbursement only after:
- (a) completion of the approved work;
 - (b) successful completion of all required final City utility, building, and plumbing inspections;
 - (c) submission of paid itemized invoices and receipts;
 - (d) verification that the Applicant has paid the required matching contribution;
 - (e) submission of a completed request for reimbursement and any fiscal documentation required by the City; and
 - (f) confirmation that no material breach of the reimbursement agreement or applicable City requirement exists.
4. The Applicant shall submit its complete request for reimbursement within the deadline stated in the reimbursement agreement. The City Manager or designee may extend that deadline in writing for good cause, provided funds remain available.
5. If the City determines that an Applicant obtained a reimbursement through material misrepresentation; submitted false, misleading, or materially incomplete documentation; failed to complete the approved project; or materially breached the reimbursement agreement, the City may deny payment, demand repayment of all or part of the reimbursement, pursue any available legal or equitable remedy, and take any other lawful enforcement action. Repayment obligations survive the termination or expiration of the agreement.

SECTION 8. ADMINISTRATION; REPORTING; NO WAIVER

1. The City shall maintain reasonable records of applications, approvals, executed agreements, reimbursements, inspections, and Program funds. The City Manager shall provide City Council with an annual summary of Program activity, including the number of applications received, approvals and denials, reimbursement amounts, funded locations, and available remaining funds.
2. Participation in the Program does not create a private right of action against the City, any entitlement to future funding, or a vested right to receive reimbursement. The City's decision whether to approve an application or make a reimbursement remains subject to this Ordinance, the reimbursement agreement, available funds, and applicable law.
3. No approval, reimbursement, inspection, review, or other action under the Program constitutes a representation, warranty, certification, or guaranty by the City regarding the design, adequacy, safety, performance, maintenance, or code compliance of any equipment or work. The Applicant remains responsible for the project and compliance with all applicable requirements.
4. No action by the City under this Ordinance waives the City's right to inspect, enforce, assess charges or penalties, or otherwise administer its Sewer Use Ordinance, pretreatment requirements, utility policies, building and plumbing codes, permits, or other applicable requirements.

SECTION 9. SEVERABILITY; CODIFICATION; CONFLICTS

1. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, the remaining portions shall remain in full force and effect.
2. The City Clerk is authorized to codify this Ordinance in the City Code of Ordinances in a manner consistent with its subject matter. Nonsubstantive revisions, numbering, and formatting changes necessary for codification are authorized.
3. All ordinances or parts of ordinances inconsistent with this Ordinance are repealed to the extent of the inconsistency.

SECTION 10. EFFECTIVE DATE

This Ordinance shall be effective from and after the date of second and final reading and adoption by Cayce City Council. Applications shall not be accepted until the City Manager has approved the Program application and administrative procedures contemplated by this Ordinance.

DONE IN MEETING DULY ASSEMBLED, this _____ day of _____ 2026.

Elise Partin, Mayor

Attest:

Kristen Hall, Municipal Clerk

First Reading: _____

Second Reading: _____

Approved as to form: _____
James Smith, City Attorney



City of Cayce Potential Member Application

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

Date

9/1/2026

Name

Julie Wells

Home Address

[REDACTED]

Phone

[REDACTED]

Email

[REDACTED]

Are you a resident of Cayce?

Yes

Number of Years

55

Do you have a business in Cayce?

No

Number of Years

On which Board, Commission or Foundation are you interested in serving*? Information on each can be found at caycesc.boards.

Cayce Housing Authority

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

No

If yes, specify below:

The applicant acknowledges that he or she is aware that a City of Cayce records check will be performed by the Cayce Police Department and that information could be public.

No

Work Address

Phone

Email

Work Experience

Diabetic Supply company 1996-2020

Educational Background

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

and/or Hobbies:

Please answer the following questions as thoroughly as possible for the indicated committee:

Why do you want to serve on a City of Cayce Board, Commission or Foundation?

Better my community

What specific contributions do you hope to make?

What community topics concern you that relate to this Board, Commission or Foundation?

What experience/training do you have for this particular Board?

For additional information please contact Kristen Hall at 803-550-9557 or email khall@caycesc.gov