

Mayor
Elise Partin

Mayor Pro-Tem
Tim James

Council Members
Phil Carter
Hunter Sox
Byron Thomas

Interim City
Manager
James Crosland

Deputy City Manager
Michael Conley



**City of Cayce
Regular Council Meeting
Wednesday, December 18, 2024
5:00 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

II. Public Comment Regarding Items on the Agenda

III. Ordinances

A. Discussion and Approval of Ordinance 2024-13 Amending Section 6.6 Table 2 Schedule of Uses and Off-Street Parking Requirements for Commercial, Industrial and Development Districts – Second Reading

IV. Items for Discussion and Possible Approval

- A. Discussion and Approval of Bid Award to SAK Construction for Six Mile Creek Sewer Interceptor Rehabilitation Project Phase 1
- B. Discussion and Approval of Bid Award to Stewart Engineering, Inc for Update of Zoning and Land Development Regulations
- C. Discussion and Approval of Inter-Agency Agreement Between the City of Cayce Utilities Department for ARPA Chlorination Improvements Project
- D. Discussion and Approval for Reallocation of ARPA Funds

V. Committee Matters

- A. Reappointments
Events Committee – One Position
Planning Commission – One Position

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
- B. Discussion of Matters of Employment - Police Chief Search
- C. Negotiations of Contractual Matters - Contract with Interim City Manager

IX. Reconvene

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

- A. Approval of City Manager Contract
- B. Other

XI. Adjourn

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

Memorandum

To: Mayor and Council

From: James Crosland, Interim City Manager
Michael Conley, Interim Deputy City Manager

Date: December 18, 2024

Subject: Second Reading of an Ordinance to amend Section 6.6 Table 2, Schedule of Uses and Off-Street Parking Requirements for Commercial, Industrial & Development Districts to include bowling centers as a permitted use in the C-3 (Central Commercial) zoning district

Issue

Council approval is needed for the Second Reading of an Ordinance to amend Section 6.6 Table 2, Schedule of Uses and Off-Street Parking Requirements for Commercial, Industrial & Development Districts to include bowling centers as a permitted use in the C-3 (Central Commercial) zoning district.

Discussion

Staff believes that the current restriction on bowling centers in the C-3 district is outdated and needs to be amended. Updating the Ordinance will support the growth of both new and existing businesses, boosting the local economy.

The only bowling center in Cayce is located in the C-3 district but is considered a "nonconforming use." This means it doesn't fully comply with zoning rules, which could limit its ability to make improvements or expansions.

Revising the Ordinance to permit bowling centers in the C-3 district would allow the center to grow and adapt to modern trends, where bowling is often part of larger entertainment centers that include arcades and restaurants. Staff recommends moving forward with the zoning change to allow bowling centers in the C-3 district.

The Planning Commission held a regularly scheduled meeting on November 18, 2024, and voted on the text amendment to include bowling centers as a permitted use in the C-3 zoning district. There was no one from the public to speak for or against the text amendment.

Recommendation

The Planning Commission unanimously voted to recommend that Council approve

the request to amend Section 6.6 Table 2, Schedule of Uses and Off-Street Parking Requirements for Commercial, Industrial & Development Districts to include bowling centers as a permitted use in the C-3 (Central Commercial) zoning district.

STATE OF SOUTH CAROLINA)	ORDINANCE 2024-13
)	Amending Section 6.6 Table 2
COUNTY OF LEXINGTON)	Schedule of Uses and Off-Street
)	Parking Requirements for
CITY OF CAYCE)	Commercial, Industrial &
)	Development Districts

WHEREAS, Council has determined that it is in the best interest of the public to amend Section 6.6 Table 2 Schedule of Uses and Off-Street Parking Requirements for Commercial, Industrial & Development Districts to revise language to allow bowling centers (NAICS 713950) as a permitted use in the C-3 (Central Commercial) zoning district;

WHEREAS, the Planning Commission held a regularly scheduled public hearing on this request to receive comments from the public; and

WHEREAS, the Planning Commission met on November 18, 2024, to review public comments and vote on recommending the amended Section 6.6 Table 2 Schedule of Uses and Off-Street Parking Requirements for Commercial, Industrial & Development Districts of the Cayce Zoning Ordinance and that they do recommend this amendment with the revision made to the draft document as shown on the attached pages,

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Cayce, in Council, duly assembled, that Section 6.6 Table 2 Schedule of Uses and Off-Street Parking Requirements for Commercial, Industrial & Development Districts is hereby amended as shown on the attached document.

This Ordinance shall be effective from the date of second reading approval by Council.

DONE IN MEETING DULY ASSEMBLED, this _____ day of _____ 2024.

Elise Partin, Mayor

Attest:

Mendy Corder, CMC, Municipal Clerk

First Reading: _____

Second Reading and Adoption: _____

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

ITEM III. A.

Section 6.6 Table 2, Schedule Of Uses And Off-Street Parking Requirements for Commercial, Industrial & Development Districts

	NAICS	C-1	C-2	C-3	C-4	M-1	M-2	D-1	Required off-Street Parking Space(s)
Golf courses & Country Clubs	71391	N	N	P	P	P	N	P	5.0 per hole
Marinas	71393	N	N	N	N	P	P	P	1.0 per slip
Public parks & playgrounds	71394	P	P	P	P	P	P	P	1% land area
Physical fitness facilities	71394	N	P	P	P	P	N	N	1.0 per 300 s.f. GFA
Bowling centers	71395	N	N	NP	P	P	N	N	5.0 per lane
Coin operated amusement, non-cash payouts	71399	N	P	P	P	P	N	N	1.0 per 200 s.f. GFA
All other Amusement & Recreational Industries	71399	N	N	P	P	P	N	N	1.0 per 200 s.f. GFA
Sector 72: Accommodation and Food Services									
Accommodations	721								
Hotels & motels	72111	N	N	P	P	P	N	N	1.0 per rental unit
Bed and Breakfast Inns	721191	P	N	P	P	P	N	N	1.5 per bedroom
Camps & recreational vehicle parks (Sec.7.11)	72121	N	N	N	N	S	N	S	Not applicable
Rooming & boarding houses, dormitories, group housing	72131	N	N	N	P	P	N	N	1.0 per bedroom
Eating Places	7221-3	N	P	P	P	P	P	N	1.0 per 150 s.f. GFA
Drinking Places	7224	N	N	P	P	P	P	N	1.0 per 150 s.f. GFA
Sector 81: Other Services (except Public Administration)									
Auto repair & maintenance	8111	N	N	N	P	P	P	N	1.0 per 500 s.f. GFA
Car washes (multiple bay)	811192	N	N	N	P	P	P	N	None
Car Washes, Single Bay, Fully Automated (Section 7.13)	811192	N	N	C	C	N	N	N	Maximum of 2
Other Repair	8112-4	N	P	P	P	P	P	N	1.0 per 350 s.f. GFA
Personal & Laundry services	812								
Personal Care Services	8121	N	P	P	P	P	N	N	2.5 per chair or basin
Body piercing facilities and Tattoo facilities	812199	N	N	N	N	P	N	N	1.0 per 350 s.f. GFA
Funeral Homes & services	81221	P	N	N	P	P	N	N	5.0, plus 1.0 per 2 seats main assembly
Cemeteries	81222	N	N	N	P	P	N	P	None

Memorandum

To: Mayor and Council

From: Jim Crosland, Interim City Manager

Date: December 18, 2024

Subject: Discussion and Acceptance of Bid from SAK Construction for Six Mile Creek Sewer Interceptor Rehabilitation Project Phase 1

Issue

The Six Mile Creek Sewer Interceptor Main of our regional wastewater system has had four (4) failures since 2011 due to pipe deterioration. These failures resulted in overflows and extensive costs and manpower due to bypassing flow and conducting emergency repairs.

Discussion

The Six Mile Creek Sewer Interceptor Main is the City's largest and most critical transmission main. Constructed in the 1970s, it is a 30-in to 36-in reinforced concrete pipe that serves the western half of the City's service area and areas surrounding the Six Mile Creek drainage basin. It also transmits flows from several schools and subdivisions within the City limits, including Moss Creek, Edenwood, and Concord Park.

Over the years, sewer gases have caused severe deterioration of the concrete pipe. After the most recent failure in 2022, staff videoed portions of the sewer to assess its condition. It was found that deterioration continues beyond the four (4) areas that have been replaced. Videos show the rebar metal exposed in the top of the pipe, indicating that the structural integrity of pipe has been compromised. This also indicates that additional failures are likely in the future. Based on these findings, staff is pursuing a multi-phased approach to completely rehabilitate or replace approximately four (4) miles of this pipe.

Staff applied for and received a Rural Infrastructure Authority (RIA) grant for up to \$1,000,000.00 with 25% City Match. This will provide for the first phase of rehabilitation, which will be located behind the neighborhoods of Moss Creek Drive and Old Dunbar Rd, near Charleston Highway. This rehabilitation will use Cured-In-Place Pipe (CIPP) liner to line the inside of the main. This technique allows for replacement of the main without full excavation and replacement of the existing pipe. Once installed, the pipe will be comparable to a new pipe, with a life expectancy of 50-60 years.

Bids were opened on October 3rd for this work. Based on a review of the bid documents submitted, City staff recommends award of this bid to SAK Construction in the amount of \$1,085,515.00. RIA has reviewed this package as it relates to the grant awarded, and found it to be in order.

Due to the low cost of the base bid, the City can include the manhole rehabilitation in its work. Including the alternative bids, the total bid of SAK construction is \$1,085,515.00. This recommendation has been sent to RIA for review as related to the grant, and found to be in order. Based on the terms of the grant,

the city share of this total is \$271,378.75, which will come from the water/sewer capacity reserve fund. The remaining funds (\$814,136.25) will come from the grant.

Recommendation

Staff recommends that the project be awarded to SAK Construction, in the amount of \$1,085,515.00, and authorize the Interim City Manager to execute said contract. The Water/ Sewer Capacity Reserve Fund currently has a balance of \$5,448,966.95.

AGREEMENT

THIS AGREEMENT made this the ____ day of _____, 20____, by and between the City of Cayce, South Carolina, hereinafter called the OWNER and SAK Construction, LLC, an individual doing business as a Limited Liability Company of the County of St. Charles and State of Missouri, hereinafter called CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence the construction described as follows:

Six Mile Creek Sewer Interceptor Rehabilitation Project – Phase 1, hereinafter called the "Project", for the sum of One Million Eighty-Five Thousand Five Hundred Fifteen dollars (\$1,085,515.00) for items in the base bid and alternate bid(s) 1, 2, &3 and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the material, supplies, machinery, equipment, tools, superintendents, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, and the General Conditions, Supplemental General Conditions, Special Conditions, technical specifications and the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by City of Cayce.

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in written Notice to Proceed of the OWNER and to meet substantial completion of the project within ninety (90) consecutive calendar days thereafter, and to meet final completion within one hundred twenty (120) consecutive calendar days thereafter. The Contractor further agrees to pay as liquidated damages the sum of \$250.00 for each calendar day thereafter time for Substantial Completion has expired, and the sum of \$250.00 for each calendar day after the time for Final Completion has expired.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in Section 1A:General Conditions of the Contract, and to make payments on account thereof as provided in paragraph 1A.25, "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in _____ counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

OWNER:

_____ City of Cayce _____

By _____

Name: _____ James E. Crosland, Jr. _____

(Please Type)

(SEAL)

Title: _____ Interim City Manager _____

ATTEST:

Name _____

(please type)

Title _____

CONTRACTOR:

_____ SAK Construction, LLC _____

By _____

Name: _____ Boyd Hirtz _____

(please type)

Title: _____ Vice-President _____

Address: _____ 864 Hoff Road _____

O'Fallon, MO 63366

Employer Identification Number: CLG. 114041

(SEAL)

ATTEST:

Name _____

(please type)

Title _____

Memorandum

To: Mayor and Council

From: Jim Crosland, Interim City Manager

Date: December 18, 2024

Subject: Discussion and Approval of Award for Bid of Service Agreement from Stewart Engineering Inc. for Updates to the Zoning Ordinance and Land Development Regulations.

ISSUE

Council approval is needed to accept a Service Agreement between the City of Cayce and Stewart Engineering Inc. for Updates to the Zoning Ordinance and Land Development Regulations.

BACKGROUND

On October 25, 2024, the City posted a Request for Proposals (RFP) on the City webpage and SCBO.com seeking experienced consultants capable of assisting with the updates to our Land Usage Ordinances. The current Land Usage Ordinances (Zoning Ordinance and Land Development Regulations) were adopted over 24 years ago and 10 years ago, respectively. While both documents have been updated periodically and continue to serve the City well, they now require further revisions to align with evolving practices and contemporary needs. The City is requesting to create Land Usage Ordinances that will assist the City achieve its vision for the future as outlined in the Comprehensive Plan.

Four companies submitted proposals: Stewart Engineering Inc., CPL, TSM, and Inspire. A selection committee, made up of 3 City Staff members and 2 Planning Commission members, reviewed and scored the proposals based on specific criteria. Stewart Inc. was the most responsive, responsible, responder.

RECOMMENDATION

Staff recommends that the project be awarded to Stewart Engineering Inc., in the amount of \$195,000, and authorize the Interim City Manager to execute said contract. Funding for the project will include the use of designated ARPA funds in the amount of \$195,000.



December 13, 2024

Michael Conley
Interim Deputy City Manager
City of Cayce
1800 12th Street
Cayce, SC 29033

City of Cayce Zoning Ordinance and Land Development Regulations Update

Dear Mr. Conley:

STEWART is pleased to provide the City of Cayce with a scope of services and fee to revise the Zoning Ordinance and Land Development Regulations and create a Unified Development Ordinance. Stewart will facilitate the planning process with the assistance of Kimley-Horn and Plan Palmetto.

The proposed work program is organized into the following four (4) key Phases:

- Phase 1 - Project Initiation & Assessment
- Phase 2 – Ordinance Update
- Phase 3 –Testing, Review and Revisions
- Phase 4– Adoption & Implementation

The enclosed scope and fee is inclusive of the services necessary to complete the above referenced project. We have provided a detailed scope of services by task, timeline, and proposed compensation.

Please do not hesitate to contact me at 919.866.4812 or by email at jpetrosky@stewartinc.com if you have any questions or concerns regarding this document.

Best Regards,

Jake Petrosky, AICP
Director, Community Planning
Vice President

Attachments:

1. Scope of Services
2. Conditions of Agreement



SCOPE OF SERVICES

Stewart Engineering, Inc. (Stewart) will work with key staff from the City of Cayce to update the Zoning Ordinance and Land Development Regulations to implement key recommendations from the City of Cayce 2020-20230 Comprehensive Plan, revise districts and development standards, update processes and combine and reorganize key documents to improve usability and prepare the City for future growth while maintaining its existing charm.

Stewart will work with the City to update the Zoning Ordinance and Land Development Regulations in order to:

- Implement the vision, goals and recommendations of the Comprehensive Plan;
- Reflect citizen, stakeholder and Planning Commission priorities;
- Update zoning districts, dimensional requirements and development options;
- Update permitted uses and standards for individual uses;
- Update applicable development review processes;
- Be in conformance with state and federal regulations;
- Be user-friendly with graphics, tables and illustrations used to supplement written regulations;
- Improve overall document organization and formatting;
- Modernize and clarify parking and infrastructure requirements; and
- Remove outdated standards, definitions and terminology.

PHASE 1: PROJECT INITIATION & ASSESSMENT

To begin the update of the City's Zoning Ordinance and Land Development Regulations, we will research and thoroughly review the City's existing land development regulations, the draft Comprehensive Plan, and other relevant documents including the Cayce Housing Study. Information will also be gathered related to approved and proposed development and past variances and exceptions.

During this phase the project team will meet with City planning staff to understand specific code elements that need review and discuss potential solutions. A meeting with City leadership will also be conducted to gather input. We will also participate in a community tour to see recent development and issues and opportunities for improvements in different zoning districts.

As part of this phase Stewart will work with City staff to refine the approach for public engagement. A Public Engagement Plan (PEP) will be created that identifies major milestones and responsibilities related to community engagement for the project. It is anticipated that the engagement approach will include community meetings with citizens and small-group stakeholder meetings with residents, business owners, engineers, and land developers. It is also anticipated that targeted outreach efforts will be conducted to ensure a broad cross-section of the community is involved in the process. A dedicated project web page will be created and maintained throughout the process to aid in transparency. The web page can be part of a standalone project website or a new page accessible via the Planning and Development Office page.

A detailed assessment of the Zoning Ordinance and Land Development Regulations



will be produced that outlines highlights of needed revisions by article. The assessment will summarize issues and recommended edits based on discussions with staff and findings from best practices research. Other deliverables in the assessment will include a series of existing maps, findings from a field survey of zoning districts, and an analysis of variances and exceptions. Following the code assessment an outline of the revised ordinances will be drafted for staff review. The compilation of the Zoning Ordinance and Land Development Regulations into one Unified Development Ordinance will be considered during this phase.

Phase 1 Meetings

- Staff and members of staff as needed (bi-weekly meetings, 1 hour each, virtual)
- Kickoff Meeting
- Planning Commission Meetings (2)
- City Council Meeting

Phase 1 Deliverables

- Detailed Project Schedule
- Public Engagement Plan
- Code Assessment
- Ordinance Outline
- Project Webpage or Website

PHASE 2: ORDINANCE UPDATE

Our team will draw upon best practices from across the southeast in updating the ordinances. Innovative practices from similarly positioned cities (in terms of geography, land uses, population and growth potential) will be researched. The revisions will address items of interest noted by the Planning Commission, topics identified during the Code Assessment, and implementation action steps as outlined in the newly adopted comprehensive plan. Our team will prepare drafts of the updated ordinances to be delivered via groupings of similar topics allowing staff and other parties to more easily digest the information.

The following is expected to be completed with this phase:

- Prepare revised ordinance outline with tracked changes where applicable;
- Research major topics of the ordinance and provide best practice options, where necessary;
- Review, revise, and draft the applicable articles of the ordinances;
- Provide new and updated graphics, charts, and illustrations to visually demonstrate the applicable sections of the ordinance;
- Provide a final layout including all appropriate text, tables, and graphics.
- Review, revise, and draft the applicable articles of the ordinances;
- Provide new and updated graphics, charts, and illustrations to visually demonstrate the applicable sections of the ordinance; and
- Provide a final layout including all appropriate text, tables, and graphics.

As a means to facilitate education and discussion about the zoning re-write process, we will conduct a meeting to discuss the scope and schedule and gather feedback from the Planning Commission and City Council early in the process. We will also



facilitate a meeting with planning staff, focus group meetings, and a popup event to solicit public comment. The purpose of these meetings will be to help begin the ordinance re-write process, provide an opportunity for general input into the process, review the existing land use regulations and record valuable information on the experience of those involved with using and administering the existing ordinances. We will prepare the ordinance revisions under the guidance of staff and the Planning Commission. Regular bi-weekly coordination meetings with City staff will be held.

A public open-house style workshop will be held midway through Phase 2 to gather additional feedback on priority topics and draft revisions. Targeted outreach, translation of key documents to Spanish and/or interpretive services will be utilized to involve and empower under-served communities. It is anticipated that the team will meet with the Planning Commission and City Council throughout the process to gather input on key topics. During the ordinance update phase departmental meetings will be facilitated to gather feedback on the code assessment and draft updates.

Ordinance Formatting

Layout and Design: The team will prepare a page layout that will serve as a template for the preparation of all drafts. We will work with staff to determine the most appropriate page layout tool depending on the ultimate intended method of public consumption - MS Word, PDF, InDesign, Municode, etc.

Graphics: The project team understands the importance of images, figures, and information design. Graphics can enhance the user experience while also providing additional clarity. The team has the ability to create new or update existing graphics. Charts, tables, and illustrations can visually convey complex concepts and help to organize information. These items will be created using design programs and inserted as .jpg images (minimum 200 dpi). The use of graphics to duplicate information conveyed in text will be streamlined to reduce redundancy and/or the potential for conflicting interpretations.

Links and Cross References: Article and section headers will be linked from the table of contents and key cross references will be inserted to facilitate ease of use.

Permitted Uses

The Schedule of Uses will be reviewed and updated. A new Table of Permitted Uses (TOPU) will be created during this phase. Definitions will be cross-checked to ensure clarity. New / additional uses will be added to the table and uses will be consolidated as needed. New uses to be considered include short-term rentals and breweries. Edits may include adding a subset of missing-middle housing types as conditional uses with standards as suggested by the draft Comprehensive Plan. Content-related changes and formatting improvements will create a more user friendly TOPU.

District Updates

Existing zoning districts will be reviewed and revised. Revisions to allowable uses and dimensional standards will be drafted to address issues brought up in Phase 1. The project team has experience in creating districts to support a range of character areas, from the commercial corridor to the historic residential neighborhood. The



introduction of hybrid, form-based minimums can help define district character and create functional areas of lasting value. Our team has experience in urban and pedestrian-focused design as well as redevelopment incentives and design guidelines. We will work with City staff and stakeholders to understand community expectations and craft custom ordinance language. Planned Development District (PDD) and Design Overlay Districts will also be reviewed and revised.

Test Fits

The Project Team will analyze up to two existing zoning districts and conduct test fits for infill opportunities in order to understand potential adjustments needed to dimensional requirements, allowable housing types and/or other district regulations.

Processes

Having a straight-forward and easy to administer process is a critical component for ease of administration and clear understanding from the development community. The Consultant team will review the current process, discuss challenges faced by applicants and staff about the current process, and talk through options to help enhance efficiencies without sacrificing quality review. We are extremely familiar with land development and zoning processes and have helped numerous communities through updates to improve aspects that resulted in smoother experiences for all users, including staff.

Site Plan and Development Standards

Numerous articles in the Zoning Ordinance and Land Development Regulations make up the site plan and development standards, including but not limited to landscaping, lighting, parking, access, tree preservation, signage, and architectural requirements. The project team will evaluate and draft revised standards, and ensure thoughtful site design practices are encouraged. Technical meetings with City staff will be held to discuss past applications, successes and shortcomings. Alternative development options will be considered for incorporation into the ordinance, such as cluster development or small format housing options with different standards than those identified for more traditional development patterns. The Consultant team will work closely with City staff to ensure all development standards meet the City's needs, create the community the community wants to see, and help blend new development into the existing community fabric.

Remapping

Stewart will review the existing zoning map and will prepare a revised zoning map, as appropriate, that will accompany the updated ordinances. Although listed as part of Phase 2 of this project, the remapping will have a soft start at the same time that the zoning districts are being reviewed. A framework for new districts will evolve during the update of permitted and conditional uses. This concurrent consideration will involve an interplay between the regulations in the districts and their associated geographic boundaries.

During the update process, it is likely that zoning districts will be deleted, consolidated, or created, including the potential for new or revised overlay districts that may be necessary in order to achieve the goals of the Comprehensive Plan. The process for remapping will be somewhat similar to the text revisions. After initial



consultation with staff, we will provide a conceptual decision tree and draft GIS zoning map for review by staff and Planning Commission. In past projects Stewart planners and GIS staff have created an interactive "slider" map online using ArcGIS.com that shows existing and proposed zoning districts to explain remapping changes. Revisions and public review will proceed and the zoning map will be crafted to best achieve the goals of the code update while avoiding the creation of nonconformities to the greatest extent possible. The project team will also assist with public notification prior to a public hearing related to the ordinance and map update.

Phase 2 Meetings

- Staff (bi-weekly meetings, 1 hour each, virtual)
- Public workshop
- Stakeholder Groups (Up to 3 meetings, 1.25 hours each, in-person or virtual)
- 2 Planning Commission Meetings
- City Council Meeting

Phase 2 Deliverables

- Website Updates
- Draft Updated Articles
- Draft Updated of Zoning Map
- Meeting Summaries and Other Documentation

PHASE 3: TESTING, REVIEW AND REVISIONS

Test Fits

The project team will utilize the revised code to conduct test fits in key areas. These conceptual designs can help visualize changes to development standards for key sites or areas. This exercise is helpful to understand implications for infill properties, conditional standards or areas critical to the future fiscal health of the city.

Public Review and Additional Engagement

Draft ordinances will be made available for public review during this phase. Targeted outreach will occur to gather feedback on components of the draft ordinances. This engagement could include a traditional community meeting or focus group meetings with key stakeholders.

Departmental Meetings

Meetings with City departments will be conducted during this phase. These meetings will include a review of important revisions and additions. Adjustments will be made based on feedback from departmental staff that will be responsible for implementing the new ordinances.

Legal Review

The project team will coordinate with the City Attorney and an attorney on the team to conduct a legal review of the new ordinances. This step will include an internal review to ensure compliance with state laws.

Notification



The project team will assist City staff with fulfilling the required notification processes to enable the adoption of the new ordinances.

Following the staff review of the drafts Stewart staff will make revisions and prepare the final draft of the revised ordinances. Stewart, in conjunction with City staff, will present the drafts at a Public Hearing and make presentations to the Planning Commission and the City Council. Once the ordinances have been adopted, Stewart will make all final revisions/edits and provide the final electronic version of the document.

Phase 3 Meetings

- Public workshop to review draft ordinance
- Biweekly calls with Staff

Phase 3 Deliverables

- Revised Ordinance Outline
- Website Updates
- Draft of Updated Articles
- Draft of Updated Zoning Map
- Materials for Public Notification
- Meeting Summaries and Other Documentation

PHASE 4: REVISIONS & ADOPTION

Following Phase 3 the project team will make revisions (as requested) and prepare the final draft of the revised ordinance documents. Stewart, in conjunction with City staff, will present the ordinances at a Public Hearing and make presentations to the Planning Commission and the City Council. Once the ordinances have been adopted, Stewart will make all final revisions/edits, provide the final electronic version of the document, and provide the requested number of paper copies.

Phase 4 Meetings

- Planning Commission and City Council Meeting to present final draft for adoption

Phase 4 Deliverables

- Website Updates
- Final Updated Ordinances
- Final Zoning Map
- Meeting Summaries and Other Documentation

SCHEDULE

Stewart shall complete the services outlined in this proposal within **twelve (12) months** after receiving Client approval of the contract and notice to proceed. The schedule may be modified at the beginning of the process with City staff and again throughout the project as needed (with City approval).

COMPENSATION

STEWART will complete the services outlined in this proposal for the following fees:



PHASE 1: INITIATION & ASSESSMENT	\$ 43,000
PHASE 2: ORDINANCE UPDATE	\$ 104,500
PHASE 3: TESTING, REVIEW AND REVISIONS	\$ 29,000
PHASE 4: ADOPTION & IMPLEMENTATION	\$ 8,500
CONTINGENCY	\$ 6,000
EXPENSES	\$ 4,000
Total Fee	\$ 195,000

This fee is inclusive of printing of public meeting boards, meals, travel, & lodging for the meetings outlined in the scope of services.



OPTIONAL TASKS:

Additional Public Meeting	\$4,000
Additional In-person Meetings	\$1,250 per person
Additional Virtual Meetings	\$500 per person

ADDITIONAL SERVICES:

Any request by the Client to complete items not contained in the scope of services, or items outlined as exclusions, will be deemed as Additional Services to this Agreement. Additional Services will be provided if requested by the Client for a negotiated lump sum fee or at our Standard Hourly Billing Rates.

Significant delays in schedule milestones or public engagement events or deviations from the detailed project schedule that are not the result of actions or omissions by the project team may incur additional expenses.

CONTINUING SERVICE:

As part of our continuing service promise, Stewart will be available by phone or email for a period of six (6) months following plan adoption to assist staff with questions about the plan and associated implementation. *This continuing service is included is not an additional cost to the City and stems from Stewart’s desire to remain a community partner, even after the contract has been fulfilled.*

CLIENT RESPONSIBILITIES:

It is understood that it is the responsibility of the Client to provide the following items in a timely fashion:

- Formatting, transfer of documents:
 - Provide any available electronic information or data.
 - GIS files assembled and delivered in an industry standard format with associated symbology and at the appropriate geographic scale, where applicable, including zoning and adopted Future Land Use Map files.
 - Other plans and documents in their native format.
 - Pictures and character images of the community, as needed (jpeg preferred).
- Meetings and gatherings:
 - Assist with facilitation of meetings (sign-in sheet, note-taking, meeting summaries, etc.).
 - Provide notice of scheduled meetings (with reasonable advance notice) to consultant and meeting attendees.
 - Secure meeting spaces and coordinate and advertise meetings, including refreshments.
 - Record and provide meeting minutes or summaries, as appropriate, to maintain the public record.
 - Advertise meetings to the public.
 - Identify, coordinate information flow, and contact with Planning Commission, staff, stakeholders, and other focus groups, as needed.
 - Facilitate communication between the Stewart team and other City and agency staff, as needed.
 - Coordination with outside agencies.



- Decision-making:
 - Provide decisions on critical issues as necessary in a timely manner with actionable comments and revisions.
 - Research or investigation of items raised by the Planning Commission or other deliberative body relative to benchmarking regulations, relative position, or other comparative analyses of neighboring or cohort communities.
 - Compilation and communication of key issues or comments related to plan topics throughout the planning process.
 - Delivery of actionable review comments and any local direction for revisions to the plan document.

CONCLUSION:

This document may serve as a Client-Consultant Agreement. Included are the terms and conditions of the agreement. The terms presented herein are valid for up to 3 months from time of delivery and will remain valid upon Stewart receipt of a fully executed contract and notice to proceed within that time period. If this proposal is acceptable, please execute and return a copy of the Agreement and the Project Information Form to this office.

If this scope of services and fee proposal meets with your approval, we have attached our standard contract terms and conditions so we can execute this contract proposal as presented.

Respectfully Submitted,

Jake Petrosky
Associate Vice President
Practice Leader, Community Planning

APPROVED:

Stewart

City of Cayce

Jake Petrosky

Print Name

Print Name

Associate Vice President /
Practice Leader, Community
Planning

Title

Title

Signature

Signature

Date

Date



Corporate Office 223 S. West Street
T 919.380.8750 Suite 1100
F 919.380.8752 Raleigh, NC 27603

ATTACHMENT - 1
STEWART ENGINEERING, INC.
General Conditions
(As of March 1, 2022)

1.01 Standard of Care

- A. The standard of care of all professional services performed or furnished by Stewart under this Agreement will be performed with the same degree of care, skill and diligence in the performance of the services as is ordinarily provided by a reputable professional under similar circumstances practicing in the same or similar locality and shall conform to professional standards.

2.01 Additions/Change to Scope of Services

- A. Change orders, whether reflecting a reduction or increase in contract price, shall be submitted to Stewart in writing and requires Stewart's written approval prior to services being performed.

3.01 Payment

- A. *Invoices:* Invoices for Stewart's services shall be submitted, at Stewart's option, either upon completion of the phase of service or on a monthly basis. Invoices are due net 30 days. If Client fails to make any payment due Stewart for Services, extra services, or expenses within thirty (30) days after receipt of Stewart's invoice, then Stewart may, after giving three days written notice to Client, suspend Services under this Agreement until Stewart has been paid in full all amounts due for Services, extra services, expenses, and other related charges. Client waives any and all claims against Stewart for any such suspension.
- B. *Payment:* As compensation for Stewart providing or furnishing Services and extra services, Client shall pay Stewart as set forth herein. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Stewart in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

4.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated for cause:
1. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Stewart for its Services shall constitute a substantial failure to perform and a basis for termination.
 2. By Stewart:
 - a. upon seven days written notice if Client demands that Stewart furnish or perform services contrary to Stewart's responsibilities as a licensed professional; or
 - b. upon seven days written notice if Stewart's Services are suspended for more than 30 days for reasons beyond Stewart's control.
- B. Stewart shall have no liability to Client on account of a termination for cause by Stewart.



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- C. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 4.01.A.1 if the party receiving such notice begins, within three days of receipt of such notice, to correct its substantial failure to perform, proceeds diligently to cure such failure, and does cure such failure within no more than 14 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 14-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 30 days after the date of receipt of the notice.
- D. The Agreement may be terminated for convenience by either party upon 14 days written notice.
- E. In the event of any termination under Paragraph 4.01.D, Stewart will be entitled to invoice Client and to receive full payment for all Services and extra services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and extra services, Stewart's consultants' charges, if any, and any other reasonable costs incurred by Stewart as a result of such termination.

5.01 Indemnification and Insurance

- A. Stewart shall indemnify and hold harmless the Client and its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees) (collectively the "Claims") to the extent the Claims are proximately caused by a) Stewart's breach of contract, b) any negligent, reckless, or intentional act or omission of Stewart or Stewart's subcontractors, agents, or employees or c) any violations of applicable statutes or regulations by Stewart or Stewart's subcontractors, agents or employees, subject to the limitation of liability provisions herein.
- B. Stewart shall secure and will maintain professional liability insurance and commercial general liability insurance to protect Stewart from claims for negligence, bodily injury, death or property damage which may arise out of the performance of Stewart's services under this Agreement, and from claims under the Worker's Compensation Acts. Stewart shall, if requested in writing, issue certificates confirming such insurance to the Client.

6.01 Delay

- A. Should completion of any portion of the Services by Stewart be delayed, suspended, or impaired, through no fault of Stewart, then the time for completion of Stewart's Services, and the rates and amounts of Stewart's compensation, shall be adjusted equitably.

7.01 Instruments of Service

- A. All documents prepared or furnished by Stewart are instruments of service, and Stewart retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether



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or not the Project is completed. Client shall have a limited license to use the documents on the Project, subject to receipt by Stewart of full payment due and owing for all Services and extra services relating to preparation of the documents and subject to the following limitations:

1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Stewart, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Stewart;
2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Stewart, as appropriate for the specific purpose intended, will be at Client's sole risk;

8.01 [Intentionally Omitted]

9.01 [Intentionally Omitted]

10.01 Disputes

- A. Any disputes relating to or arising out of this Agreement or Stewart's Services shall be subject to mandatory mediation, which shall be a condition precedent to any form of binding dispute resolution. Client and Stewart shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the mediation rules in effect in the jurisdiction where the project is located and administered by counsel for the parties. A request for mediation shall be made in writing and delivered to the other party to the Agreement. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for



STEWART

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later proceedings. The Parties shall select a mutually agreeable mediator for any such dispute and the Parties agree to split the mediator's costs evenly. The Parties may mutually agree to waive mediation.

If such matter relates to or is the subject of a lien arising out of Stewart's performance of services, Stewart may proceed in accordance with applicable law to comply with the lien notice or filing deadline prior to resolution of the matter by mediation or by binding dispute resolution.

- B. Any disputes not resolved by mediation shall be subject litigation in the jurisdiction where the Project is located as of the date of this Agreement.
- C. This Agreement shall be governed by the laws of the State of South Carolina. The Parties agree that any dispute or other legal action relating to this Agreement shall be conducted only in the country where the Project is located unless otherwise agreed to by the Parties or provided by law.

11.01 General Considerations

- A. Stewart shall not be responsible for any decision made regarding the contract requirements including but not limited to consultant means, methods, techniques, sequences, procedures of construction, any application, interpretation, clarification, or modification of the construction contract documents other than those made by Stewart or its consultants, any environmental hazards or pollutants at the Project site, or jobsite safety requirements.
- B. The Client shall not assign this Agreement without first obtaining the written consent of Stewart, and Stewart has no obligation to accept performance of this Agreement from anyone other than Client. Any purported assignment by Client in contravention of the terms of this Paragraph may be voided at Stewart's sole election. In the event Stewart provides written consent to an assignment, Client agrees that prior to the assignment Stewart shall be paid in full for all services performed up to the effective date of the assignment.
- C. A party's non-enforcement of any provision in the Agreement shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or the remainder of this Agreement.
- D. This Agreement (including any expressly referenced Contract and incorporated attachments) constitutes the entire agreement between Stewart and Client and supersedes all prior written or oral understanding. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Client Initials: _____

Memorandum

To: Mayor and Council

From: Jim Crosland, Interim City Manager

Date: December 18, 2024

Subject: Discussion and Approval of Inter-Agency Agreement Between the City of Cayce and the Cayce Utilities Department for ARPA Chlorination Improvements Project

ISSUE

Council's approval is needed to approve an inter-agency agreement between the City of Cayce and the Cayce Utilities Department for the ARPA Chlorination Improvements Project.

DISCUSSION

On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Fund ("SLFRF") program. The program included timeframe requirements that all SLFRF funds were required to be obligated by December 31, 2024, and expended by December 31, 2026.

Some ARPA-funded projects allocated to the Utilities Department were able to be completed in-house, which allows the Utilities Department to save money on the project, but also requires the City to enter into a contract with their department in order to fully "obligate" the funds received from the Treasury.

With Treasury's guidance, staff drafted an inter-agency agreement between the City of Cayce and the Cayce Utilities Department for completion of the ARPA-funded Chlorination Improvements Project that was approved by Council on June 21, 2023. Of the \$330,000 funding approved by Council, the amount of \$290,547 remains unobligated as of December 12, 2024. Approval and execution of this inter-agency agreement will constitute an "obligation" of these remaining funds in accordance with Treasury's Compliance and Reporting Guidance.

RECOMMENDATION

Staff recommends Council approve the Inter-Agency Agreement between the City of Cayce and the Cayce Utilities Department for the completion of the Chlorination Improvements Project in an amount not to exceed \$290,547 and authorize the Interim City Manager to execute the agreement.

**INTER-AGENCY AGREEMENT
BETWEEN
CITY OF CAYCE
AND
CAYCE UTILITIES DEPARTMENT**

THIS INTER-AGENCY AGREEMENT (“Agreement”) is made between the City Cayce (“City”) and the **City of Cayce Utilities Department** (“Department”).

WHEREAS, the 2021 American Rescue Plan Act (“ARPA”) provided \$641.1 million to the City from the Coronavirus State and Local Recovery Fund (“SLFRF”), which consists of the Coronavirus State Fiscal Recovery Fund (“CSFRF”) and Coronavirus Local Fiscal Recovery Fund (“CLFRF”) (hereinafter, collectively, called “ARPA funding”);

WHEREAS, the U.S. Department of Treasury is the federal agency that administers the ARPA funding and has provided the City with the ARPA funding conditional on the City complying with its rules and regulations;

WHEREAS, the City has established a process for City departments to apply for ARPA funding;

WHEREAS, the City has administered the process for ARPA funding and recommends the Department receive ARPA funding for its program as described in this Agreement;

WHEREAS, the City and the Department wish to enter into this Agreement to memorialize each other’s responsibilities in regard to the ARPA funding for the program; and

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A. PURPOSE

The City hereby agrees to provide ARPA funding, in the amount set forth herein, to the Department to facilitate the implementation of the program.

B. SCOPE OF PROGRAM

Department shall implement the program, including any milestones and deliverables, as described in **Exhibit 1**, which is appended hereto and made a part of this Agreement.

C. TERM

The term of this Agreement shall begin on December 18, 2024, and end on December 15, 2026, unless terminated earlier in accordance with this Agreement.

D. FINANCIAL AND PERFORMANCE REQUIREMENTS

1. *Funding.* Subject to the availability of ARPA funding, the City shall provide funds to the Department for the program, in an amount not to exceed **\$290,547.06** for the term. Any expenses/costs incurred by Department in excess of this amount shall be the sole responsibility of Department.

2. *Budget.* Department agrees that all expenditures are to be in accordance with the approved budget

for the term of this Agreement. The approved budget is part of the proposal at **Exhibit 1**.

3. *Payment.* The City shall make ARPA funding as specified in this Agreement available for use. The ARPA funding shall be used to provide the services described in this Agreement and in **Exhibit 1**. The Department shall comply with the ARPA funding requirements listed at **Exhibits 2 and 3**. Any ARPA funding advanced to Department prior to the execution of this Agreement which is related to this Agreement is subject to the terms and conditions of this Agreement.

4. *Reporting.* The Department agrees to provide supporting documents and corresponding reports as requested by the U.S. Department of the Treasury and the City to meet any reporting deadlines. The Department shall adhere to the instructions and format, including specific forms required by the City and the U.S. Department of Treasury for the ARPA funding. Reporting terms and conditions are provided in **Exhibit 4**.

5. *Audits.* The Department shall comply with all applicable provisions of the federal Uniform Guidance (2 CFR 200), including the Cost Principles and Single Audit Act requirements. At any time during business hours and as often as the City, State, or Federal agencies may deem necessary, there shall be made available to the government agency for examination, the Department's records with respect to matters covered by this Agreement. The Department shall permit the City, State, or Federal agencies to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

6. *Records.* The Department shall retain records related to this Agreement for a period of five (5) years after all funds have been expended or returned to the U.S. Department of Treasury, whichever is later.

7. *Performance Management.* The Department shall collect performance data from subrecipients and grantees, as applicable, to measure progress towards achieving each grant's specific goals and objectives. The Department is required to establish performance reporting deadlines for subrecipients and grantees, as applicable, that match the reporting deadlines established in this Agreement (**Exhibit 4**). For example, if the Department reports to the City monthly, then the Department is expected to collect performance data on a monthly basis. The Department should document the methodology for collecting and calculating performance data and use performance reports from subrecipients and grantees, as applicable, as the basis for monitoring, corrective action, and overall grant management.

8. *Subrecipient and Grantee Monitoring.* The Department shall conduct regular, consistent, and documented monitoring and oversight activities with subrecipients and grantees, as applicable, to ensure compliance with standards and progress towards each grant's specific goals and objectives. The results of those activities should be used to correct deficiencies and provide technical assistance to subrecipients and grantees, as necessary and applicable. Monitoring activities may include on-sight visits, staff interviews, review of program documentation, review of internal controls, including financial systems, risk assessments, and other related activities. The type and frequency of monitoring activities must be based on a documented risk assessment and modified, as necessary, over each grant's performance period based on documented performance and compliance.

E. CORRECTIVE ACTION AND TERMINATION

1. *Corrective Action.* Upon written notice, the City may require the Department to take corrective action so the Department is in compliance with federal, state, or local laws, regulations, or rules related to the ARPA funding for the program. Corrective action may be required for but is not limited to instances in which the Department: (a) fails to file a report, (b) fails to meet performance standards, (c) fails to meet milestones or timelines, or (d) misuses funds. The City may require corrective action of the Department, including but not be limited to: (a) a written warning, (b) additional technical assistance, (c) additional monitoring, (d) program

suspension, and (e) reduction/repayment of funding.

2. *Termination.* Either party may terminate this Agreement by giving to the other party written notification prior to termination. Upon termination, the parties hereto agree that all reports and supporting documentation required for services rendered pursuant to this Agreement shall be provided to the City forthwith. Any funds advanced to the Department for services not yet rendered shall be returned to the City immediately.

F. MODIFICATIONS AND AMENDMENTS

The Department may submit a written request to the City asking for a budget reallocation not to exceed twenty-five (25) percent of the ARPA funding. The request should include an explanation for why a program budget reallocation is needed and be provided to City at least sixty (60) days prior to the expiration date of this Agreement. The request must include all required documentation to justify the need for reallocation. The City will approve or deny the request in writing. The Department may not expend the ARPA funding under a reallocated program budget until such time they have received written approval from City. Any additional funds or other modifications may be added to this Agreement by written Amendment setting forth the modifications/ amendments signed by the parties and approved by the Utilities Director. The Department may not request an extension to the term of this Agreement.

G. GENERAL PROVISIONS AND CONDITIONS

1. *Compliance with Laws.* The parties shall comply with all federal, state, and local laws, ordinances, rules, regulations, interim expenditure and annual report requirements, and applicable codes of ethics, pertaining to or regulating the services to be performed pursuant to this Agreement, including those now in effect and hereafter adopted. Any violation of such laws, ordinances, rules, regulations, or applicable codes of ethics by the Department shall constitute a material breach of this Agreement and shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the Department.

2. *Nondiscrimination.* The parties shall operate under this Agreement so that no person, otherwise qualified, is denied employment or other benefits on the grounds of race, color, sex, religion, national origin, ancestry, age, physical or mental disability or sexual orientation except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position. The Department shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

3. *No Duplication of Funding.* The Department shall not use different sources of federal funding to pay for the same services. The Department shall not use ARPA funding to pay for the same work that was reimbursed or paid by other sources of funding (e.g., FEMA or CARES funding).

4. *Governing Law and Venue.* This Agreement shall be construed by and governed under the laws of the State of South Carolina and subject to the jurisdiction of a court of competent jurisdiction in the City of Cayce.

5. *No Assignment.* This Agreement shall not be assigned by the Department to another party without the prior written approval of the City. This Agreement shall be binding upon the parties hereto and their successors and assigns.

6. *Notice.* Any notice required or permitted under this Agreement shall be in writing, be delivered by a reasonable and verifiable means (e.g., in person, mail, or e-mail) and be considered delivered upon receipt of the other party.

FOR CITY:

Elise Partin, Mayor
City of Cayce
1800 12th Street
Cayce, SC 29033

FOR DEPARTMENT:

AND A COPY TO:

City of Cayce Finance Department
1800 12th Street
Cayce, SC 29033

7. *Headings.* Any heading of the paragraphs in this Agreement is inserted for convenience and reference only and shall be disregarded in construing and/or interpreting this Agreement.

8. *Incorporation.* The recitals and exhibits are hereby incorporated as part of this Agreement.

9. *Final Agreement.* This Agreement constitutes the entire, full, and final understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed below.

CITY OF CAYCE

WITNESS

By: _____
Elise Partin, Mayor

CAYCE UTILITIES DEPARTMENT

WITNESS

By: _____
Name/Title:

EXHIBIT 1

SCOPE OF SERVICES AND BUDGET

Cayce Utilities will provide labor, materials, and equipment for the installation, testing, and commissioning of a new sodium hypochlorite feed system to replace the existing chlorine system at the Cayce Water Treatment Plant.

Work to include the following:

Design/Permitting – Work to be performed by Engineering Firm

- Compile and review record drawings of existing WTP chlorine feed system and site layouts.
- Conduct a minimal field survey at the project site to acquire locations of any features not included in previous surveys of the site.
- Develop the detailed design for the project to include a new liquid sodium hypochlorite feed system with existing chlorine gas system to remain in place as a backup system. Prepare a design report and calculations.
- Prepare construction drawing and specifications for review and approval by the City. Construction drawing are to include plan drawings of existing chlorine feed system and proposed hypochlorite feed system; structural drawings for tank pads (if required); electrical drawings; instrumentation/SCADA drawings, construction details; and construction sequencing plan.
- Prepare and submit on behalf of the City permit applications with supporting documentation to the following governmental authorities having jurisdiction over the construction of the Project.
- Review all comments from governmental authorities on their respective applications with the City and respond accordingly. Incorporate any changes resulting from final comments into the final bid documents.

Construction Administration – Work to be performed by Engineering Firm

- Review and approve or take other appropriate action with respect to shop drawings, samples and other data provided by equipment suppliers for the equipment to be supplied.
- Provide general engineering review of the work as construction progresses to ascertain that the work is proceeding in accordance with the project design. Site visits shall be at intervals appropriate to the stage of construction. Review all testing data for quality assurance.
- Conduct an inspection of the work with the City when the project is ready for its intended use and advise the City of any necessary corrections.
- Prepare Record Drawings of completed work based on as-built information provided by the City.
- Prepare and submit Engineer's certifications and conduct final inspections with any governmental authority having jurisdiction over the construction of the project for approval to use the project as intended. Submit requests for final permit to operate to SCDHEC.
- Review equipment O&M manuals and provide comments to vendors.

<SCOPE CONTINUED ON NEXT PAGE>

EXHIBIT 1 (CONTINUED)

SCOPE OF SERVICES AND BUDGET

Mechanical Work

- Removal and disposal of existing gas chlorine system equipment, including scales and turions.
- Furnish and install two (2) double walled 5000-gallon plastic bulk containers
- Furnish and install one (1) double walled 250-gallon day tank
- Furnish and install two (2) transfer pumps for transporting chemicals from bulk containers to day tanks
- Furnish and install two (2) dosage pumps for transporting of chemicals from day tank to injection point in piping system
- Furnish and install AWWA C900 pipe, including all related valves and appurtenances, for connection from bulk containers to day tank.
- Furnish and install piping, including all related valves and appurtenances, for connection from day tank to dosage pumps.

Electrical Work

- Furnish and install control panel instrumentation and controls for operation of transfer system, including related electrical systems and appurtenances.
- Furnish and install control panel instrumentation and controls for operation of dosing system, including related electrical systems and appurtenances.
- Operational testing of transfer and dosing controls.
- Connection of systems to existing SCADA system.
- Programming and updating the existing SCADA system for monitoring and control of new system.

Operational Items

- Conduct inspection of work with the City's Engineering Representative at intervals of construction and when ready for intended use.
- Provide as-built information to the City's Engineering Representative for preparation of record drawings.

EXHIBIT 2

FUNDING SOURCE IDENTIFICATION

Source of Funding:	Federal
Name of Awarding Agency:	U.S. Department of Treasury
Award Title:	American Rescue Plan Act (“ARPA”) – Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number:	21.027
City Award Identification Number:	65-1700-702-000

1. Department acknowledges that the funding of this Agreement is from federal funds. The identification of the source of funding is indicated above. As applicable, Department shall comply with the requirements of the funding source, including but not limited to the terms and conditions of the notice of grant award, statutes and regulations, and manuals. **Specific requirements of the funding source are incorporated herein, which include but are not limited to the following:**

- **Sections 602 and 603 of the Social Security Act, as added by Section 9901 of ARPA;**
- **Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities, the most current version;**
- **“Treasury’s Portal for Recipient Reporting State and Local Fiscal Recovery Funds, the most current version;**
- **Coronavirus State and Local Fiscal Recovery Funds Final Rule, codified at 31 CFR Part 35 and effective April 1, 2022;**
- **Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions, the most current version;**
- **2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as the Treasury may determine are inapplicable to the ARPA funding and subject to such exceptions as may be otherwise provided by the Treasury; and**
- **U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit 3. The term “Recipient” in the foregoing shall mean the Department.**

2. With respect to any conflict between the funding source requirements, this Exhibit, the terms of this Agreement or the provisions of state law, and except as otherwise required under federal law or regulation, the more stringent requirement shall control and shall amend the Agreement to the extent, and only to the extent, of the conflict.

3. Department agrees to accept any additional conditions governing the use of funds or performance of programs as may be required by executive order, federal, state, or local statute, ordinance, rule, or regulation or by policy announced by the City.

EXHIBIT 3

AWARD TERMS AND CONDITIONS

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

EXHIBIT 4

REPORTING TERMS AND CONDITIONS

The Department shall submit performance reports about the activities funded under this Agreement. Reports shall provide the necessary information by using the web portal established by the City for that purpose. The Municipal Treasurer will meet with the Department on an as-needed basis to discuss performance, unless otherwise determined.

Performance Reports

All annual reports of finances, expenditures, and performance measures on ARPA-funded projects should be submitted to the Municipal Treasurer **by the dates listed below**. The City may request a narrative report on all project activities at any time to ensure compliance. Reporting frequency may be subject to change.

Calendar Year	Period of Activity	Annual Report Due Date
2025	April 1, 2024 – March 31, 2025	April 15, 2025
2026	April 1, 2025 – March 31, 2026	April 15, 2026
2027	April 1, 2026 – March 31, 2026	April 15, 2026

Memorandum

To: Mayor and Council

From: Jim Crosland, Interim City Manager

Date: December 18, 2024

Subject: Discussion and Approval for Reallocation of ARPA Funds

ISSUE

Council's approval is needed to approve a Reallocation of ARPA Funds.

DISCUSSION

On June 21, 2023, Council approved an allocation from the first tranche of ARPA funding to procure Timekeeping Software. Unfortunately, the City was unable to locate a vendor for this project that could meet the complex requirements of our current payroll processes.

Under the ARPA Obligation Interim Final Rule (IFR), the City may use a portion of ARPA funds to cover the costs, including personnel, related to costs the City has incurred to support and monitor the federal funding received. Allowable administrative support costs include expenses that help ensure effective management and oversight of funds, including consultation for ensuring compliance with legal, regulatory, and other requirements as long as they are in accordance with 2 CFR 200.404 and 2CFR 200.405.

Pursuant to 2 CFR 200.414(f), ARPA recipients may elect to use the de minimis rate of 10 percent of the modified total direct costs of administering the project. Under this rule, the City is allowed to allocate up to \$513,909 in administrative costs as reimbursement to the City's General Fund for costs incurred from August 1, 2021, to November 30, 2024.

ARPA Allocation:	\$6,974,296				
Less Unallowable Expenses:	\$1,835,208				
Modified Total Direct Costs:	\$5,139,088	x	10%	=	\$513,909

City staff was able to administer the federal funds internally, without the need to hire additional personnel or consultants for general administrative support and management of the federal funds. For this reason, City staff is only recommending a reimbursement amount sufficient to account for Finance and Administration personnel costs, additional audit and single audit costs, as well as applicable legal fees to ensure compliance.

RECOMMENDATION

Staff recommends Council approve the reallocation of \$82,392.42 in ARPA funds from the approved Timekeeping Software to an Administrative Cost Transfer to the City's General Fund for reimbursement of costs incurred for the management and oversight of the Federal award.

COUNCIL ACTION REQUIRED

EVENTS COMMITTEE – ONE (1) POSITION

Mr. Dave Capps's position on the Events Committee expires in December. He was appointed to the Committee in 2014 and consistently attends meetings. Mr. Capps would like to serve again. His reappointment application is attached for Council's review.

PLANNING COMMISSION – ONE (1) POSITION

Mr. Mike Wuest's term on the Planning Commission expires in December. He was appointed to the Commission in 2022 and consistently attends meetings. Mr. Wuest would like to serve again. His reappointment application is attached for Council's review.

NO COUNCIL ACTION REQUIRED

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

EVENTS COMMITTEE – FOUR (4) POSITIONS

This committee is actively involved in working with City staff to plan and coordinate City events and works the events with staff.

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
COMMITTEE MEMBER REAPPOINTMENT APPLICATION

Name: Dave Capps

Home Address: O Avenue City, State, Zip Cayce, SC 29033

Telephone: E-Mail Address

Resident of Cayce: [X] Yes [] No Number of Years 10 years

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

- Accommodations Tax Committee, Beautification Foundation, Event Committee, Cayce Housing Authority, Museum Commission, Planning Commission, Consolidated Board of Appeals, Board of Zoning Appeals, Public Safety Foundation

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

Work Address

Company: Retired Position

Address:

City, State, Zip Telephone:

Fax: E-Mail

Work Experience: SCDOT

Educational Background: 3 years of college

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

Volunteer Work: Celebrate Freedom Foundation 20+ plus years

Hobbies: Loving family and friends, many things soccer, enjoying Cayce Riverwalk

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



CITY OF CAYCE
COMMITTEE MEMBER REAPPOINTMENT APPLICATION

Name: Michael R. Wuest 

Home Address: Abbott Road City, State, Zip Cayce, SC 29033

Telephone: _____ E-Mail Address _____

Resident of Cayce: Yes No Number of Years 10

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

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

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

Work Address

Company: Dept. of Administration Position Training Coordinator

Address: 1201 Main Street

City, State, Zip Columbia, SC 29201 Telephone: 803-898-3550

Fax: _____ E-Mail michael.wuest@admin.sc.gov

Work Experience: 20+ years as a public sector manager/supervisor in various agencies in both South Carolina and Florida.

Educational Background: B.A. Humanities - Florida State University - 2005

M.A. History - Florida State University - 2007

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

Association of Talent Development, Carolina Workingfalls Roller Derby

Volunteer Work: _____

Hobbies: Camping/Hiking, Baking/Cooking, Swimming

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