

Mayor  
Elise Partin

Mayor Pro-Tem  
Tara S. Almond

Council Members  
Phil Carter  
Eva Corley  
James E. Jenkins

City Manager  
Tracy Hegler



**City of Cayce  
Public Hearing and Regular Council Meeting  
Tuesday, December 4, 2018  
6:00 p.m. – Cayce City Hall – 1800 12<sup>th</sup> Street  
www.caycesc.gov**

**PUBLIC HEARING – NOTICE OF PUBLIC HEARING ON THE ESTABLISHMENT OF A NEW BUSINESS LICENSE FEE AND FEE AMOUNT**

- I. Opening Statement
- II. Public Testimony
- III. Close Hearing

**I. Call to Order**

- A. Invocation and Pledge of Allegiance
- B. Approval of Minutes  
November 13, 2018 Regular Meeting

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

**III. Presentations**

- A. Presentation by Mr. John Andoh re COMET's new bus routes in the City of Cayce

**IV. Proclamations and Resolutions**

- A. Approval of Proclamation – Arbor Day
- B. Discussion and Approval of Resolution to Adopt the Municipal Association 2019 Advocacy Initiatives

**V. Other**

- A. Approval of 2019 Council Meeting Dates

**VI. Ordinances**

- A. Discussion and Approval of Ordinance 2018-13 Amending Ordinance 2018-07 to Establish a New Business License Tax for Special Event Organizers – Second Reading

- B. Discussion and Approval of Ordinance 2018-14 Amending Article 7 ("Conditional Use Regulations") of the Zoning Ordinance of the City of Cayce - Second Reading

**VII. City Manager's Report**

**VIII. Committee Matters**

- A. Appointments and Reappointments  
Events Committee - Two (2) Positions  
Public Safety Foundation - One (1) Position

**IX. Council Comments**

**X. 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 negotiations incident to proposed contractual matters related to the Waterline Replacement Project
- C. Receipt of legal advice relating to and discussion of negotiations incident to proposed franchise arrangements for SCE&G and Mid-Carolina Electric Cooperative
- D. Receipt of legal advice and discussion of negotiations incident to proposed contractual arrangements with Lexington County concerning inclusion of certain property in Joint County Industrial Park

**XI. Reconvene**

**XII. Possible Actions by Council in follow up to Executive Session**

- A. Discussion and Approval of Ordinance 2018-15 Granting a Franchise to SCE&G for Electric Service, Gas Service and Communications Lines -First Reading
- B. Discussion and Approval of Ordinance 2018-16 Granting a Franchise to Mid-Carolina for Electric Service and Communication Lines - First Reading
- C. Discussion and Approval of Ordinance 2018-17 Granting Consent to the Inclusion of Certain Property of Owen Electric Steel Company within the Joint County Industrial Park of Lexington and Calhoun Counties - First Reading
- D. Other

### **XIII. Adjourn**

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

**NOTICE OF PUBLIC HEARING ON THE ESTABLISHMENT OF A NEW BUSINESS LICENSE FEE AND FEE AMOUNT**

Notice is hereby given that members of Council of the City of Cayce will hold a Public Hearing for the purpose of obtaining public comment on the establishment of a \$200 business license fee related to holding a special event in the City of Cayce. The business license fee is \$200 for the first \$2,000 of gross income and \$5.05 for each additional \$1,000 of gross income.

Date: December 4, 2018  
Time: 6:00PM  
Location: Cayce City Hall  
1800 12<sup>th</sup> Street Ext.  
Cayce, SC 29033

A listing of the new business license fee and fee amount is available for inspection at Cayce City Hall and on the City website at [www.caycesc.gov](http://www.caycesc.gov).

The new business license fee is for holding a special event in the City of Cayce.

The general public and other interested parties are encouraged to attend this public hearing. Questions regarding this matter and/or review of documents relating to this matter are available for public inspection in the City Manager's Office, City of Cayce.

Second and final reading and vote by the Council on the proposed fee will be held immediately following the Public Hearing.

Mayor  
Elise Partin

Mayor Pro-Tem  
James E. Jenkins

Council Members  
Tara S. Almond  
Phil Carter  
Eva Corley

City Manager  
Brian Watkins



**CITY OF CAYCE**  
**Regular Council Meeting**  
**November 13, 2018**

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

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

**Call to Order**

Mayor Partin called the meeting to order. Council Member Jenkins gave the invocation. Mayor Partin stated that the City is proud to honor military veterans by inviting them to lead the assembly in the Pledge of Allegiance at each regular Council Meeting. She stated that Mr. Steve Brown joined the United State Marine Corp on April 1, 1968. After his initial training he was assigned to a Marine Light Helicopter Squadron in Camp Pendleton, California for a period of 18 months. He spent 12 months overseas and his last months at MCAS Beaufort, South Carolina. Mr. Brown was discharged on March 31, 1972 after 4 years of active duty. Mayor Partin and Council thanked Mr. Brown for his service.

**Oaths of Office**

- B. Oath of Office Administered by Judge Keabii Henderson  
Office of Mayor, Council Member District 2 and Council Member District 4

Judge Henderson administered the oaths of office to Mayor Partin, Council Member Phil Carter and Council Member James Jenkins.

- C. Election of Mayor Pro-Tem

Mayor Partin advised that in accordance with City Code, the Mayor Pro-Tem is to be elected after each municipal election. Council Member Jenkins made a motion to appoint Council Member Tara Almond as Mayor Pro-Tem to serve a two-year term.

Council Member Corley seconded the motion which was unanimously approved by roll call vote.

### **Approval of Minutes**

Council Member Corley made a motion to approve the October 2, 2018 Regular Council Meeting minutes and the October 17, 2018 Special Council Meeting minutes as written. Council Member Almond seconded the motion which was unanimously approved by roll call vote.

### **Public Comment Regarding Items on the Agenda**

No one signed up for Public Comment.

### **Presentations**

#### **A. Presentation by Mr. Michael Stillwell re Outside City Sewer Rates**

Mr. Stillwell had to go out of town with work so his wife, Lesley, spoke on his behalf. Ms. Stillwell stated she was there to represent Drayton Hall residents. She stated that Drayton Hall is located outside of the City on Highway 321. She stated that she and her neighbors have extremely high water and sewer bills. She stated some of the Drayton Hall residents have had bills as high as \$900 for a two month period. Ms. Stillwell stated that the Neighborhood's Home Owner's Association requires that everyone's yards are maintained and part of that is watering their grass.

Ms. Stillwell stated that the majority of the residents cannot afford to pay their bills. She stated that she and her husband can only afford to pay half of the bill every billing cycle so they are charged a 10% late penalty. She stated that they are used to paying their bills in full and on time but have had their water cut off before for non-payment in their new home. She asked Council to consider lowering the water and sewer rates for out of City customers. She stated that it could be accomplished by annexing Drayton Hall into the City or by lowering the flat rate for out of City customers. She thanked Council for their time.

#### **B. Presentation by Judge Keabii Henderson re the City's Municipal Court**

Judge Henderson stated that she started working for the City in 2012 as a young prosecutor. She thanked Council for the trust and confidence they have given her over the years as the Municipal Judge for the City. She stated that it was with a heavy heart that she decided to resign. She distributed information to Council that showed the caseload of the Municipal Court in 2012 and the caseload in November 2018. She

stated that the caseload for jury trials was diminished by over 80%. She stated that in 2012 the oldest cases were approximately three years old. In 2018 the oldest case is less than a year old.

Judge Henderson stated that she and Court staff took a number of steps to balance the caseload. She stated that they instilled pre-trial conferences which was an opportunity for each side to come in and discuss the cases to determine if they could be settled before trial. She stated that they also implemented multiple jury strikes. She stated that in 2012 jury strikes were held monthly and currently they are held as often as necessary to ensure the caseload is not going past a one year time frame. Judge Henderson stated that additional plea dates were also instituted to accept pleas as they came in from each side that participated in the negotiation.

Council Member Jenkins thanked Judge Henderson for the many improvements she made to the Municipal Court. Judge Henderson thanked Council for being such wonderful bosses. She stated that Council gave her the latitude to do what was needed and any time she went to Council with requests she was heard and her requests were considered. Mayor Partin thanked Judge Henderson and stated that it had been an honor and a pleasure to work with her.

### **Ordinances**

- A. Discussion and Approval of Ordinance 2018-12 Amending Sect. 10-81 ("Non-Owner and Unoccupied Registration Required") of the Zoning Ordinance of the City of Cayce – Second Reading

Council Member Almond made a motion to approve Ordinance 2018-12 on second reading. Council Member Corley seconded the motion which was unanimously approved by roll call vote.

- B. Discussion and Approval of Ordinance 2018-13 Amending Ordinance 2018-07 to Establish a New Business License Tax for Special Event Organizers – First Reading

Council Member Carter made a motion to approve Ordinance 2018-13 on first reading. Council Member Almond seconded the motion. Mr. Williamson stated that the current Business License Ordinance does not have a tax specifically for special event operators. At present, City staff is using a broad description of arts, entertainment, and recreation type businesses to assign the amount for the annual business license for special event operators. Mr. Williamson stated that staff is proposing a specific special events business license tax that is more applicable to this type of business. The tax is \$200 for the first \$2,000 of the special events operator's gross revenue of business in the

City limits, plus \$5.05 for each additional \$1000 of gross revenue. He stated that this matches what the City currently charges for carnival operators, in accordance with the Business License Ordinance.

Mr. Williamson stated that staff is in the process of developing a special events policy that will address how special events are conducted in the City. The City's special events policy states that only the special events operator must obtain a business license. Each vendor participating in the special event is not required to obtain a separate business license. Mayor Partin called the question and the motion was unanimously approved by roll call vote.

C. Discussion and Approval of Ordinance 2018-14 Amending Article 7  
("Conditional Use Regulations") of the Zoning Ordinance of the City of Cayce  
– First Reading

Council Member Almond made a motion to approve Ordinance 2018-14 on first reading. Council Member Corley seconded the motion which was unanimously approved by roll call vote.

**Other**

A. Consideration and Approval of Method of Payment of Interest for State  
Revolving Fund Loan for Water Systems Replacement Project

The City has accrued \$316,562 in interest to date based on the \$20,213,728 disbursed for the SRF 17 Water System Replacement Project. Per the loan agreement the interest accrued during the deferral period is due and payable by December 1, 2018, or the interest can be added to the principal and amortized over the life of the loan. Staff is seeking Council's guidance on whether to pay the interest accrued of \$316,562 now or add it to the loan and amortize the amount over the 30 year life of the loan. If it is added to the loan, it will add a total of \$93,358 in interest costs to the loan over the 30 years.

Mayor Partin stated that staff recommends Council approve paying the \$316,562 now therefore there will be a savings of \$93,358. Council Member Almond made a motion to follow staff's recommendation and proceed with paying the interest now with current operations funds. Council Member Corley seconded the motion. Council Member Carter stated that by doing this the City would pay the deferred interest that has accrued to date. Mr. Huddle stated that the City has the funds to pay the interest up front rather than continuing to defer the interest and pay interest on interest. He stated that it was only \$100,000 over thirty years but \$100,000 is still a large amount of money. Mayor Partin thanked Mr. Huddle for bringing this matter to Council. She stated it is Council's goal to make these kinds of careful decisions for the City's funds.

Mr. Brown stated that he was pleasantly surprised to learn that Mr. Huddle has been paying emergency expenses with operating funds over the past three years. He stated that since Mr. Huddle was paying with operating funds it was very likely that he would not have to use surplus funds to pay the interest. He stated that Mr. Huddle and staff should be commended for watching the City's funds so closely. Mayor Partin called the question and the motion was unanimously approved by roll call vote.

### **City Manager's Report**

Mr. Brown stated that it was good to be back in the City of Cayce after eight years. He thanked Council for the opportunity to come back and work with Council and staff and stated that the City has a fine staff. He stated that he wanted to update Council on everything that has been going on in the City since he had been back. He stated that the septage and grease facility had been very profitable for the City over the last several years generating a profit most years of nearly \$500,000. Due to operational problems handling the grease and septage over the years, the two storage tanks became full of solids and created a critical need for first time cleaning. During the first quarter of this fiscal year, each storage tank has been shut down for cleaning. This issue created periods being completely down for operations or partially down from receiving septage and grease. The grease tank is still currently down. The septage tank has now been cleaned and currently back in operation. The cost to clean the septage tank was around \$50,000. The cost to clean out the grease tank will be around \$200,000. \$100,000 was budgeted to clean out the septage tank this current fiscal year but staff did not anticipate having to clean out the grease tank. Mr. Brown stated that the good news is that the revenue billing for October 2018 is higher than the revenue billing for October 2017 even with one tank out of operation.

Mr. Brown stated that by the grease tank being either totally or partially out-of-service during the first quarter of this fiscal year, the City is down approximately \$110,000 in revenue billings compared to the 2017 first quarter. Staff will need to try to make up for this loss in the remainder of this fiscal year and also make up for the extra expense of about \$150,000 in unexpected clean out of the grease tank. The biggest receiving amounts annually occur in the 3rd quarter of the fiscal year and both tanks should be cleaned out by then and in full normal operation to receive both septage and grease.

Mr. Brown stated that he and staff believe that the design of the receiving station is not ideal to handle the large amount of grease that the City regularly receives. He stated that staff, with the cooperation of SCDHEC and an outside Contractor, has tried to use new technologies to recycle the grease out of the grease tank and capture it before having to send it to the belt press. This new technology that a Contractor has attempted to use over the last few months has not been successful in removing large

amounts of grease. Until another solution is found to handle grease, the City will have to clean these tanks when needed. Even with that expense, the facility is profitable. If staff is able to find an improved process for grease, the profitability could be increased.

Mr. Brown stated that on November 5, he called a "team huddle" to discuss the fact that the original number of call boxes on the City's Riverwalk are no longer in place. Ms. Moody, Ms. Dooley, Lt. Beckham, Mr. Denny, Mr. Marini, Deputy Director Crosland, and Ms. Corder were in attendance. He stated that out of the 28 call boxes originally installed only 8 are installed presently. The phase 1 boxes were installed in 2002 and phase 2 in 2004. They were expected to have a 7-10-year life if refurbished. He stated that a critical factor is that the boxes are constantly exposed to the weather and a moist environment due to their location. The electronic boards and other internal parts have been treated with silicone to prevent moisture damage, but it has not eliminated operational problems due to moisture. The call boxes were pulled off the poles during periods of flooding and high water. This process is not gentle and causes them to be banged around and often damaged.

Mr. Brown stated that the boxes were refurbished in 2010. This project included sending them to Call24. They cleaned the boards and electronic connections, replaced parts as necessary and then again sprayed them with silicone. Since the floods of 2015, most of the call boxes have been stored and not reinstalled. With SCE&G providing power, call boxes can no longer be placed on SCE&G's poles. A stand-alone metal post must be installed along with electrical connections. Call24 has informed the City that they support the call boxes designated for phase 1 & 2; however, they are no longer manufacturing motherboards used in these units. Call24 attempts to find spare parts from outside sources but are often unsuccessful. Therefore the boxes have to be removed from the usable call box listing. Mr. Brown stated that these boxes have served their useful life.

Mr. Brown stated that the radio antenna, if continued to be used by the call boxes, will need to be transferred to the City's new water tower. The call boxes operate on 220+ volts of electricity. At times, more often than not, employees who have no formal electrical training are having to address issues of high voltage. He stated that continuing to rely on the electrician employed by the Utility Department may not be the most effective and there will always be conflict on whose work has priority.

Mr. Brown stated that according to staff, the replacement cost of each box is \$5,000. If all 28 are replaced, the call box cost would be a minimum of \$140,000 plus materials and labor to connect each. He stated that with the inability to eliminate moisture infiltration, staff confidently believes the life expectancy of a call box will be 5-8 years. He stated that maintenance is another concern. The preferred method of maintaining the call boxes is to engage a third-party contractor; however, the availability

of contractors is limited. The City of West Columbia's third-party contractor has stated that they do not intend to renew their contract at expiration. Mr. Brown stated that his suggestion is to look at all options to include no call boxes, cellphone technology, LED lighting fixtures that have video and/or photographic capability and adding park rangers.

Mr. Brown stated that the City may consider having an emergency communications consultant evaluate the Riverwalk and parking lots to determine the best system of security. He stated that if the City continues with the same system, it will require large capital expense on a fairly routine basis and hours of staff time.

Mr. Brown stated that he had been reviewing documents and other information pertaining to the question on the applicability of sales tax on Motorola's "subscription service". He stated that the issue needs to be resolved because elements of the new system will come on line soon, and the Cayce Public Safety Department needs to have service once it is operational. He stated that the term subscription service appears to be inclusive of actions required on a continuous basis to keep the system operational. Motorola defines "software" as software delivered as part of the Licensed Product used to provide the Subscription Service. He stated that Licensed Product means 1) software hosted or installed at customer's site, 2) Documentation, 3) associated interfaces, 4) help resources, and 5) any related technology available by the Solution. Solution means collectively, the software, the servers and any other hardware or equipment operated by Motorola and used in conjunction with the Subscription Service.

Mr. Brown stated that he located the following statement in rulings by SC Department of Revenue: By definition, "tangible personal property" does not include the transmission of computer database information by a cooperative service when the database information has been assembled by and for the exclusive use of the members of the cooperative service. Therefore, such transmissions are not subject to the sales tax. He stated that the agreement states that the subscription fees do not include sales tax, all of which will be paid by the customer except as exempt by law. It adds that if Motorola is required to pay any tax, it will send an invoice to the City of Cayce. By demanding payment now before it is determined that sales tax must be paid, Motorola violates this section. He stated that if a transaction is excluded from the tax, it is not subject to sales tax. The exclusions are found in several sections of the sales and use tax statute and apply to a variety of transactions. While a transaction must squarely fall within the requirements of an exclusion in order for the tax not to apply, exclusions are liberally construed. He stated that in other words, if there is doubt as to whether a transaction falls within the requirements of an exclusion, the tax will not be imposed.

Mr. Brown stated that it is his thought that the subscription service is nothing more than a database owned and maintained by Motorola which is the operating system for the Premier One Computer Aided Dispatch System. The main goal in this effort is to

provide a timely completion of the final stages of installation with the goal of going "live" in November 2018, and at the same time possibly saving \$28,700 of Cayce City funds.

Mr. Brown stated that City staff informed him of their Code Enforcement efforts on substandard structures and the lack of the ability to place liens on properties. He stated that he gave Mr. Williamson and his staff a set of forms that the City of Greenwood used to file liens. He stated that he asked Mr. Williamson to discuss this with City Manager Hegler and if she approves, he is confident that the same forms can be utilized by Cayce Code Enforcement staff.

Mr. Brown stated that he provided Council with the minutes of a recent Lexington County Stormwater Advisory Committee meeting and asked them to note that discussions are on-going regarding Lexington County adopting a county-wide stormwater fee. He stated that he thinks close monitoring of future discussions would be warranted because the impact on the residents of the City of Cayce is not known at this time.

Mr. Brown stated that Ms. Moody and Mr. Williamson recently graduated from the South Carolina Economic Development Institute. The Institute is hosted by the Department of Commerce and is the state's leading economic development training program. He stated that entrance into the Institute is limited and competitive. Ms. Moody and Mr. Williamson studied in the Institute over this past year with the leading economic development professionals from across the state.

Mr. Brown stated that the Congaree River is forecast to crest at 16 feet on November 15 so the City will likely experience flooding on November 14. He stated that the Congaree River was currently at 7.09 feet. He stated that sections of the Riverwalk will be closed as necessary due to flooding.

Mr. Brown stated that staff has posted the openings for Municipal Judge and for the Public Defenders positions. Mr. Brown stated that Ms. Moody had an announcement regarding a grant. Ms. Moody thanked Mr. Brown for allowing her to make the announcement. She stated that she was very excited to announce that staff had received notification that the City has been awarded a \$500,000 grant from the Rural Infrastructure Authority to work on stormwater issues in the Avenues. She stated this is the first step in the process and the hope is that this will cause a snowball effect that will lead to many other projects in the future. She stated that the City will replace 5 existing 48" stormwater culvert pipes with 54" culvert pipes at Axtell Drive, Delieesseline and Blake Drive. This will help with overtopping of the associated roads and will allow provision of additional stormwater conveyance and it will lower the velocity flow of the water. Mayor Partin stated that Ms. Moody did a great job writing the grant. She stated that the Grant Administrator stated that the first grant for stormwater assistance Ms.

Moody wrote was amazingly written. Mayor Partin thanked Ms. Moody for her persistence.

### **Committee Matters**

#### **A. Appointments and Reappointments Accommodations Tax Committee – One (1) Position**

Council Member Almond made a motion to appoint Mr. Peter Fikas to the Accommodations Tax Committee. Council Member Corley seconded the motion. Council Member Almond stated that Council Member Carter voiced concern that Mr. Fikas was not a resident of the City. She stated that the City's policy stated that a committee member either has to live in the City or work in the City. Ms. Corder stated that the Accommodations Tax Committee requires that some of the members work in the hotel industry and some in the restaurant industry. She stated that Mr. Fikas recently purchased George's Southside Restaurant. Mayor Partin called the question which was unanimously approved by roll call vote.

Mayor Partin stated that the City has openings on the Accommodations Tax Committee, the Municipal Election Commission, the Consolidated Board of Appeals, the Events Committee and the Public Safety Foundation.

#### **B. Approval to enter the following Committee approved Minutes into the City's Record** Planning Commission – June 8, 2018 Events Committee – August 9, 2018 Cayce Housing Authority – October 16, 2018 Museum Commission – October 17, 2018

Council Member Corley made a motion to enter all the approved City Committee meeting minutes into the record. Council Member Almond seconded the motion which was unanimously approved by roll call vote.

### **Council Comments**

Council Member Almond thanked Council Member Jenkins for his years of service as Mayor Pro Tem and thanked Council for the honor of allowing her to serve in that position and the confidence they bestowed upon her. Council Member Corley congratulated Mayor Partin and Council Members Carter and Jenkins for being reelected and stated it was an honor to work alongside them. Mayor Partin stated she was excited and thrilled that the City has a Council that puts the City before themselves and that they work diligently on a regular basis to make the right decisions to take care

of the City. She stated that she was excited that they get to continue working together. Council Member Jenkins stated that he seconded what the Mayor said. Council Member Carter stated that it has been an honor to serve on Council and he has received feedback from residents stating that they are happy with the direction the City is going in. He stated that there is still a lot of work to be done but a lot of work has already taken place.

### **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 negotiations incident to proposed contractual arrangements relating to the Brickworks Apartments Project
- C. Discussion of negotiations incident to proposed contractual arrangements regarding matching funds for grant for sidewalks on Frink Street
- D. Discussion of appointment of City Attorney

Council Member Jenkins made a motion to move into Executive Session. Council Member Almond seconded the motion which was unanimously approved by roll call vote.

### **Reconvene**

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

### **Possible Actions by Council in follow up to Executive Session**

#### **Item IX. C.**

Council Member Almond made a motion to authorize staff to proceed with acceptance of the Rural Infrastructure Grant and the TAP Grant through SCDOT. Council Member Corley seconded the motion. Council Member Carter stated that at the next Regular Council Meeting he would like to see an assimilation of all City projects and get a state of the City's finance fund balances. He stated that he knows it would only be estimates since the City is just beginning the FY18/19 budget year. He stated that he is very uncomfortable with the amount of money the City is about to spend.

Council Member Almond stated that she would like to see that information as well. She stated that she knows the City will be receiving money soon from FEMA for the 2015 floods. Council Member Carter stated that the problem with the FEMA money is that it will go back to the City's fund balance. Mr. Brown stated that he had seen a document in the City Manager's office that shows every City fund and how much money is in each one. He stated that it needs to be updated since it is probably 45 days old but that should get Council started on having that information. Mayor Partin called the question and she and Council Members Almond, Corley and Jenkins voted yes. Council Member Carter voted no.

Item IX. D.

Council Member Almond made a motion to reappoint the City's Attorney. Council Member Jenkins seconded the motion which was unanimously approved by roll call vote.

**Adjourn**

There being no further business, Council Member Corley made a motion to adjourn the meeting. Council Member Almond seconded the motion which was unanimously approved by roll call vote. The meeting adjourned at 8:06 p.m.

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Elise Partin, Mayor

ATTEST:

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Mendy C. Corder, CMC, Municipal Clerk



Mayor  
Elise Partin

Mayor Pro-Tem  
Tara S. Almond

Council Members  
Phil Carter  
Eva Corley  
James E. Jenkins

City Manager  
Tracy Hegler



## PROCLAMATION

WHEREAS, the State of South Carolina has observed the first Friday in December as Arbor Day, and has done so since 1937; and

WHEREAS, trees are essential to the quality of life in the City of Cayce in that they purify the air, reduce soil erosion, conserve water and energy, improve recreational areas, and provide habitat to wildlife; and

WHEREAS, trees make our communities more livable; fostering economic vitality of business areas, and helping sustain the value of our homes; and

WHEREAS, the City of Cayce calls upon on all residents to support and observe Arbor Day 2018 by planting trees.

NOW, THEREFORE, I, Elise Partin, Mayor of the City of Cayce, South Carolina, along with fellow members of the Cayce City Council, do hereby proclaim December 7, 2018 as **ARBOR DAY** in the City of Cayce, South Carolina and hereby commemorate this day with the planting of a new tree in Granby Gardens Park.

In witness thereof, I have hereunto set my hand this 4<sup>th</sup> day of December, 2018.

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Elise Partin, Mayor

ATTEST:

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Mendy Corder, CMC, Municipal Clerk



Mayor  
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## RESOLUTION

### Municipal Association 2019 Advocacy Initiatives

WHEREAS, cities and towns in South Carolina are the government closest to the people providing the core services residents and businesses demand for an exceptional quality of life;

WHEREAS, hundreds of municipal officials from across the state collaborated to identify challenges at the municipal level;

WHEREAS, solutions to these challenges can be addressed through changes in state law;

WHEREAS, the Municipal Association identified three advocacy initiatives based on the feedback from local officials including update the Local Government Fund formula, expanding flexibility for using accommodations and hospitality taxes, and reducing the wait time for law enforcement hires to be trained;

WHEREAS, cities and towns need an updated formula for the Local Government Fund that is reliable, fair and consistent for all cities and towns;

WHEREAS, cities and towns need expanded flexibility in using accommodations and hospitality taxes for infrastructure and law enforcement in tourist related areas;

WHEREAS, cities and towns need a reduced wait time for a local law enforcement hire to be admitted to the SC Criminal Justice Academy

WHEREAS, the City of Cayce fully supports the initiatives set forth by the Municipal Association of SC board of directors for city and town councils to govern effectively and efficiently;

**BE IT THEREFORE RESOLVED** that the Council of the City of Cayce affirms on this day, December 4, 2018, its support for the Municipal Association's 2019 advocacy initiatives for the state's 271 cities and towns.

Signed, sealed and adopted by City Council this 4<sup>th</sup> day of December, 2018.

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Elise Partin, Mayor

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Phil Carter, Council Member

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Tara S. Almond,  
Mayor Pro Tem

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Eva Corley, Council Member

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James "Skip" Jenkins, Council Member

ATTEST:

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Mendy C. Corder, Municipal Clerk

# ***City of Cayce***

## **2019 Council Meeting Dates**

The City of Cayce Council meets the first Tuesday each month at 6:00 p.m. Date and/or time may change due to conflicts in schedules. Citizens may meet with the Mayor at 5:00 p.m. prior to each meeting.

Special Council Meetings are tentatively scheduled for the third Wednesday of each month at 5:00 p.m. In January and May 2019 the Special Council Meeting will be held the fourth Wednesday of the month.

**January 8, 2019\***

**February 5, 2019**

**March 5, 2019**

**April 2, 2019**

**May 7, 2019**

**June 4, 2019**

**July 2, 2019**

**August 6, 2019**

**September 3, 2019**

**October 1, 2019**

**November 5, 2019**

**December 3, 2019**

\*The January Council Meeting was rescheduled due to the first Tuesday of the month falling on a City Holiday. Other meetings may be called on an as needed basis. Meetings are held in Council Chambers located at 1800 12<sup>th</sup> Street, Cayce, SC unless otherwise noted. All meetings are open to the public.

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# Memorandum

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**To:** Mayor and Council

**From:** Carroll Williamson, Planning & Development Director

**Date:** November 26, 2018

**Subject:** Approval of an Ordinance to create a business license tax for special events – Second Reading

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## **Issue**

The City is in the process of developing a special events policy that will address how special events are conducted in the City. The current Business License Ordinance does not have a tax specifically for special event operators.

## **Discussion**

Currently, City staff is using a broad description of arts, entertainment, and recreation type businesses to assign the amount for the annual business license for special event operators. Staff is proposing a specific special events business license tax that is more applicable to this type of business. The tax is \$200 for the first \$2,000 of the special events operator's gross revenue of business in the City limits, plus \$5.05 for each additional \$1000 of gross revenue. This matches what the City currently charges for carnival operators, in accordance with the Business License Ordinance. The City's special events policy states that only the special events operator must obtain a business license. Each vendor participating in the special event is not required to obtain a separate business license.

## **Recommendation**

Staff recommends approval of a specific business license tax for special event operators on second reading.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LEXINGTON )  
 )  
CITY OF CAYCE )

**ORDINANCE 2018-13**  
**Amending Ordinance 2018-07 to**  
**Establish a New Business License**  
**Tax for Special Event Organizers**

**WHEREAS**, the Council has determined that is in the best interest of the City to establish a business license tax for special event organizers; and

**WHEREAS**, the Master Fee Schedule of Ordinance 2018-07 does not specifically provide for a business license tax for special events organizers;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the City of Cayce, in Council, duly assembled, that the Master Fee Schedule of Ordinance 2018-07 be amended to establish a business license tax for special event organizers. The business license tax shall have a base tax of \$200.00 for the first \$2,000 of gross revenue plus \$5.05 for each additional \$1,000 of fraction thereof over \$2,000. Non-resident rates shall not apply to special events organizers.

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

**DONE IN MEETING DULY ASSEMBLED**, this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Elise Partin, Mayor

Attest:

\_\_\_\_\_  
Mendy Corder, CMC, Municipal Clerk

First Reading: \_\_\_\_\_

Second Reading and Adoption: \_\_\_\_\_

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

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# Memorandum

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**To:** Mayor and Council

**From:** Carroll Williamson, Planning & Development Director

**Date:** November 26, 2018

**Subject:** Approval of an Ordinance adding Section 7.19 to Article 7 of the City Zoning Ordinance relating to Food Trucks – Second Reading

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## Issue

Food Trucks have become more common in Cayce and the surrounding municipalities as mobile restaurants serving lunch during the week. However, Cayce's Zoning Ordinance does not specifically address how Food Trucks should be regulated, making them difficult to permit and discouraging Food Trucks from operating in the City as a result.

## Discussion

Currently, Food Truck operators are required to apply for a Temporary Use permit, which greatly limits where they are authorized to operate and for how long. The Temporary Use permit is not designed to regulate Food Trucks that move to different locations throughout the year. This Section of the Zoning Ordinance will allow Food Truck operators to obtain an annual permit to operate at specific locations in Cayce. There is no additional fee for Food Trucks, but they will have to obtain a business license and pay hospitality taxes. Additionally, this Ordinance requires property owner approval and requires a distance of 400 feet from any existing restaurant.

The Planning Commission met on October 15, 2018, to hear Public Comment about the suggested changes. One member of the public, who currently operates a Food Truck, spoke. The Planning Commission recommended some clarifying language on the liability insurance requirement for Food Trucks, which is shown in red in the attached Ordinance.

## Recommendation

The Planning Commission recommends Council approve Second Reading of an Ordinance adding Section 7.19 of Article 7 of the City Zoning Ordinance relating to Food Trucks.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LEXINGTON )  
 )  
CITY OF CAYCE )

**ORDINANCE 2018-14**  
**Amending Article 7 (“Conditional**  
**Use Regulations”) of the Zoning**  
**Ordinance of the City of Cayce**

**WHEREAS**, the City Council has determined that it is in the interest of the City and the public in understanding the provisions of the Zoning Ordinance, to create a new Section 7.19 (“Food Trucks”) to include new regulations on the operation of Food Trucks in the City of Cayce; and

**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 October 15, 2018 to review public comments and vote on recommending the text amendments and unanimously decided that they do recommend the changes as shown on the attached document,

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the City of Cayce, in Council, duly assembled, that Section 7.19 (“Food Trucks”) is hereby created to include the text as attached to this ordinance.

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

**DONE IN MEETING DULY ASSEMBLED**, this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Elise Partin, Mayor

Attest:

\_\_\_\_\_  
Mendy Corder, CMC, Municipal Clerk

First Reading: \_\_\_\_\_

Second Reading and Adoption: \_\_\_\_\_

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

**ARTICLE 7  
CONDITIONAL USE & SPECIAL EXCEPTION REGULATIONS**

The regulations contained in this Article are intended to ameliorate the impact and improve the siting of uses, buildings, and projects whose characteristics could adversely affect surrounding property and environmental conditions. Toward this end, standards and criteria over and above those set forth elsewhere in this Ordinance are imposed herein on all conditional uses and special exceptions listed on Tables 1 and 2, and set out below.

<b>Article 1.    CONDITIONAL USES</b>	<b>Section Reference</b>
Townhouse projects	7.1
Patio and zero lot line housing projects	7.2
Bed and Breakfast Inns	7.3
Accessory Apartment	7.4
Temporary Uses (portable buildings, tents, etc.)	7.5
Manufactured Home Parks	7.6
Home Occupation	7.7
Communication Towers & Antennas	7.8
Refuse Systems	7.9
Sexually Oriented Businesses	7.10
Camps & Recreational Vehicle Parks	7.11
Open Storage	7.12
Apartments in the C-3 District	7.13
Single Bay, Fully Automated Car Wash	7.14
Large Scale Commercial Development (Big Box)	7.15
Special Exception General Criteria	7.16
Group Developments	7.17
Parks and Recreational Areas	7.18
Food Trucks	7.19

## **Section 7.19 Food Trucks**

A Food Truck is a fully enclosed mobile kitchen that may be used to prepare, cook, or serve time/temperature control for safety foods. A vendor may operate a Food Truck on private property under the following conditions:

- (1) The Food Truck must be appropriately permitted by the South Carolina Department of Health and Environmental Control (“SCDHEC”).
- (2) The Food Truck vendor shall prominently display SCDHEC letter grade;
- (3) The Food Truck vendor shall maintain within the Food Truck proof of written permission from the private property owner or authorized lease holder of the private property of each vending location.
- (4) The Food Truck vendor shall maintain a current Food Truck Permit, issued by the City which shall be renewed annually, along with a business license, by April 30. The license year runs from May 1 to April 30.
- (5) When not in operation, the Food Truck must be removed from the property and the vendor must remove from the property all materials associated with the Food Truck operation. No Food Truck shall operate between the hours of 10 p.m. and 6:00 a.m. if the property upon which the Food Truck is located is within 400 feet of residential property.
- (6) The use of any sound amplification is prohibited regardless of the intended purpose.
- (7) The sale or service of alcoholic beverages is prohibited.
- (8) Signs affixed to the Food Truck advertising the name of the truck and a menu of items sold are permitted. All other signs, balloons, banners, streamers, or other similar items to attract customers are prohibited.
- (9) The Food Truck vendor shall not operate the Food Truck as a drive-in window.
- (10) The noise level from the Food Truck motor and generator must comply with the City’s Noise Ordinance.
- (11) A garbage receptacle shall be provided for customers in a convenient location that does not impede pedestrian or vehicular traffic. All litter or debris generated within a minimum of a 25-foot radius of the Food Truck shall be collected and removed by the vendor.

- (12) Any service items, tables, etc. that a Food Truck operator may place outside of the vehicle shall not extend further than a 15-foot radius of the Food Truck.
- (13) No temporary lighting shall be provided on site where the Food Truck is operating, except that localized lighting may be used on or in the Food Truck for the purpose of inside food preparation and menu illumination.

### **7.19-1 Application**

In order to operate a Food Truck within the City, a Food Truck vendor must apply to the City for a Food Truck Permit and a business license by submitting to the Zoning Administrator the following:

- (1) An application for a Food Truck Permit,
- (2) An application for a business license,
- (3) Proof of liability insurance for operation of the vehicle as a motor vehicle, and
- (4) If the business is to be conducted on public property, proof of general liability insurance for the conduct of the business, in amounts reasonably determined by the City in consultation with its risk manager, and
- (5) Documentation of approval from SCDHEC to operate.

### **Section 7.19-2 Operation**

- (1) Food Trucks may operate on City-owned property with permission of the Planning Director or on private property with the permission of the property owner, but cannot be parked within any right-of-way or access easement. The following conditions must be met:
  - a. The Food Truck shall be located only within a zoning district that would otherwise permit the business, unless otherwise approved by the Zoning Administrator to locate in a different zoning district.
  - b. The Food Truck must be located at least 100 feet away from the customer entrance of a lawfully established restaurant during the hours of its operation unless the owner of the restaurant provides a letter of consent, a copy of which shall be kept within the Food Truck.

- c. The Food Truck shall not occupy any handicap accessible parking space or block American Disabilities Act (“ADA”) access to public facilities.
- d. The Food Truck shall not occupy a parking space or spaces that would negatively affect the parking for the businesses on the property or the movement of motor vehicles.
- e. The Food Truck shall be positioned so as not to block the visibility triangle, as defined by South Carolina Department of Transportation (“SCDOT”), or emergency access and fire lanes.
- f. The Food Truck must be positioned at least 15 feet away from fire hydrants, any fire department connection, driveway entrances, alleys, handicapped parking spaces, and sidewalks, and five feet away from tree trunks and vegetation.
- g. The Food Truck must collect and pay hospitality tax as required by the City.

### **Section 7.19-3 Special Events**

Nothing in this section should be construed to prohibit the City from conducting special events that feature Food Trucks. Food Truck vendors may operate as part of special events if approved by the City.

### **Section 7.19-4 Suspension and Revocation of Permit**

- (1) The permit issued for the Food Truck business may be revoked if the vendor violates any of the provisions contained in Section 7.19 or its subsections or if the Food Truck vendor’s SCDHEC permit to operate as a Mobile Food Unit is suspended or revoked.
- (2) The Zoning Administrator may revoke a City permit if he or she determines that the Food Truck vendor’s operations are causing parking, traffic congestion, or litter problems either on or off the property where the use is located or that such use is otherwise creating a danger to the public health or safety.

STATE OF SOUTH CAROLINA ) ) COUNTY OF LEXINGTON ) ) CITY OF CAYCE )	<b>ORDINANCE 2018-14</b> <b>Amending Article 7 (“Conditional</b> <b>Use Regulations”) of the Zoning</b> <b>Ordinance of the City of Cayce</b>
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**WHEREAS**, the City Council has determined that it is in the interest of the City and the public in understanding the provisions of the Zoning Ordinance, to create a new Section 7.19 (“Food Trucks”) to include new regulations on the operation of Food Trucks in the City of Cayce; and

**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 October 15, 2018 to review public comments and vote on recommending the text amendments and unanimously decided that they do recommend the changes as shown on the attached document,

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the City of Cayce, in Council, duly assembled, that Section 7.19 (“Food Trucks”) is hereby created to include the text as attached to this ordinance.

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

**DONE IN MEETING DULY ASSEMBLED**, this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
 Elise Partin, Mayor

Attest:

\_\_\_\_\_  
 Mendy Corder, CMC, Municipal Clerk

First Reading: \_\_\_\_\_

Second Reading and Adoption: \_\_\_\_\_

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

**ARTICLE 7  
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- (2) An application for a business license,
- (3) Proof of ~~general~~ liability insurance for operation of the vehicle as a motor vehicle, and
- ~~(3)~~(4) If the business is to be conducted on public property, proof of general liability insurance for the conduct of the business ~~if the business is to be conducted on public property~~, in amounts reasonably determined by the City in consultation with its risk manager, and
- ~~(4)~~(5) Documentation of approval from SCDHEC to operate.

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

**COUNCIL ACTION REQUIRED**

**EVENTS COMMITTEE – TWO (2) POSITIONS**

Mr. Dave Capps' term expired October 2018. Mr. Capps has served on the Committee since 2014 and is currently the Vice-Chair. His reappointment application is attached for Council's review. The City has received a potential member application from Mr. Frank Dickerson. Mr. Dickerson attended the November Events Committee meeting and the Committee recommends him for appointment. His potential member application is attached for Council's review.

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

The City has received a potential member application from Mr. Jason Corley. Mr. Corley attended the November Public Safety Foundation meeting and the Foundation recommends him for appointment. His potential member application is attached for Council's review.

**NO COUNCIL ACTION REQUIRED**

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

**ACCOMMODATIONS TAX COMMITTEE – THREE (3) POSITIONS**

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

**CONSOLIDATED BOARD OF APPEALS – ONE (1) POSITION**

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

**EVENTS COMMITTEE – THREE (3) POSITIONS**

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

**PUBLIC SAFETY FOUNDATION – FOUR (4) POSITIONS**

The Foundation has no recommendations at this time.



CITY OF CAYCE
COMMITTEE MEMBER REAPPOINTMENT APPLICATION

Name: Dave Gapps
Home Address: 1 Avenue City, State, Zip Cayce SC 29033
Telephone:
E-Mail Address @yahoo.com
Resident of Cayce: Yes No Number of Years 7

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

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

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

Work Address

Company: Retired Position
Address:
City, State, Zip Telephone:
Fax: E-Mail

Work Experience: Recreation Specialist in Parks and Recreation; retired as a GeoTech for SC Dept. of Transportation

Educational Background: Physical Education at USC and Winthrop

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

former president of Rosewood Community Council in Columbia

Volunteer Work: Celebrate Freedom Foundation for 21 years

Hobbies: soccer, walking and riding mountain bike on Cayce Riverwalk Park, reading fiction & non-fiction

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 POTENTIAL MEMBER APPLICATION

Name: FRANK DICKERSON  
Home Address: TAMMWOOD CR City, State, Zip CAYCE, S.C. 29033  
Telephone: 803- \_\_\_\_\_ E-Mail: FDICKERSON@SCANA.COM  
Resident of Cayce:  Yes  No Number of Years: 15

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

- Accommodations Tax Committee
- Cayce Housing Authority
- Events Committee
- Consolidated Board of Appeals
- Municipal Election Comm
- Museum Commission
- Planning Commission
- Board of Zoning Appeals

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

Yes  No If yes, specify below.

**Work Address**

Company: S.C. E&E AS Position: Tech/manager  
Address: 188 OLD WIRE RD City, State, Zip WYDEN, S.C. 29033  
Telephone: 803-217-9405 E-Mail: FDICKERSON@SCANA.COM  
Work Experience: over 30 years business, managed accounts.

**Educational Background:** AS ELECTRICAL ENGINEERING, MANAGEMENT, Coordinator

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

Commissioner Cayce, AABC, Ministry position

**Volunteer Work:** Habitat for Humanity, Harvest Hope, Brothers & Sisters Ginkbe @all, Urban Leadj. Benedict Assoc. S.C. state assoc.

**Hobbies:** Antiques, photography, music, history, dancing, political interest, engineering, speaking to children.

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

11/16/18

CITY OF CAYCE  
POTENTIAL COMMITTEE MEMBER APPLICATION

AUG 28 2018



Name: Jason Corley  
Home Address: Shack y Lane City, State, Zip Cayce, SC 29033  
Telephone: 803- E-Mail Address @gmail.com  
Resident of Cayce:  Yes  No Number of Years 2.5

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

- Accommodations Tax Committee
- Beautification Board
- Event Committee
- Cayce Housing Authority
- Museum Commission
- Planning Commission
- Housing/Constr 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: Motorola Solutions Position Senior Network Solutions Architect  
Address: 6 Hitchison Way  
City, State, Zip Columbia, SC 29212 Telephone: 800-353-0101  
Fax: E-Mail jason.corley@motorolasolutions.com  
Work Experience: Network Solutions Arch, Network Security Engineer, Network Spec., Auto Mechanic  
Educational Background: Assoc. Degree - Network Management - Midlands Tech

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

ColaSec, S.E.L.F., Cisco, ASE

Volunteer Work: \_\_\_\_\_

Hobbies: Motorcycle Riding

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

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

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

Section 1

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

Section 2

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

facilities for any purpose and any use by the Company or any designee, with any necessary right of access thereto; and to use those facilities to conduct an electric and/or gas business, and any other business or businesses which may be lawfully conducted using the permitted facilities. As required by federal law, the Company may allow pole attachments for cable systems or other telecommunications carriers. It is the responsibility of the cable systems or other telecommunication carriers to secure any necessary easements or permits for their attachments.

### Section 3

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

### Section 4

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

parcels shaded in green on Exhibit A, provided, however, that:

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

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

#### Section 5

The Company shall:

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

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

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

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

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

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

#### Section 6

The City shall:

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

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

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

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

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

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

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

#### Section 7

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

#### Section 8

The City and the Company agree that:

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

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

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

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

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

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

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

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

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

#### Section 9

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

#### Section 10

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

#### Section 11

A. As payment for the right to provide electric and gas services, and any other services as may be permitted under this Franchise Ordinance, in the succeeding calendar year, the Company shall pre-pay into the Treasury of the City, on the first business day of July each year, beginning with the year 2019, a sum of money (the "Franchise Fee") equal to five percent (5%) of the gross sales revenue accruing to the Company during the preceding calendar year from all residential and commercial sales of electricity and gas in the municipality and all wheeling or transportation service to such customers within the corporate limits of the City, not including sales made under legally authorized special sales programs which allow the Company to reduce prices to meet customers' competitive energy prices. To change the percentage of the revenue on which the Franchise Fee is calculated, the City must both (1) amend this Franchise Ordinance by means of an Amendatory Ordinance solely addressed to that purpose, and (2) provide the Company written notice including an attested copy of the Amendatory Ordinance at least ninety (90) days prior to the next Franchise Fee payment due date. So long as both conditions are met, the increase will apply to the next Franchise Fee payment due from the Company and the recovery of the higher fee will begin during the calendar year for which

the Franchise Fee applies. During the term of this Franchise Ordinance, the percentage of the revenue on which the Franchise Fee is based shall not exceed the highest percentage paid by the Company to any other town or city under a franchise agreement. Any other revenue accruing to the Company in the municipality may be subject to other fees and/or business license taxes as appropriate.

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

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

under the Freedom of Information Act or otherwise without a court order or the Company's prior written consent.

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

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

#### Section 12

The City and Company further agree that:

A. In addition to the requirements above, the City may require the Company to convert overhead distribution and service lines to underground lines or other non-standard service to existing customers ("Non-Standard Service"), including the use of special equipment or facilities or the use of special landscaping or screening of facilities, within the municipal limits of City, to the extent that the cost of such Non-Standard Service can be defrayed by the Non-Standard Service Fund provided for in this Section. The costs of Non-Standard Service are defined as those costs which exceed the costs of standard service. Underground distribution and/or service wires to new customers, whether residential or commercial, shall not be included in the definition of Non-Standard Service for the purposes of this Section.

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

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

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

E. For any Non-Standard Service project involving more than twenty-five (25) existing customers, the City may designate an underground utility district ("Underground Utility District") wherein Non-Standard Service will be provided, and at its option may conduct a referendum or petition in that district to determine whether the project should go forward. After an Underground Utility District has been designated and the Non-Standard Service project

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

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

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

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

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

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

#### Section 13

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

#### Section 14

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

#### Section 15

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

Ratified in City Council this  
\_\_\_ day of \_\_\_\_\_, 20\_\_.

(originally signed by:) \_\_\_\_\_  
Elise Partin, Mayor

ATTEST:  
(originally signed by:) \_\_\_\_\_  
Clerk of Council

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

SOUTH CAROLINA ELECTRIC & GAS COMPANY

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

ATTEST:

\_\_\_\_\_  
Gina S. Champion,  
Its Corporate Secretary

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

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

Section 1

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

Section 2

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

responsibility of the cable systems or other telecommunication carriers to secure any necessary easements or permits for their attachments.

### Section 3

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

### Section 4

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

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

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

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

#### Section 5

The Cooperative shall:

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

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

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

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

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

### Section 6

The City shall:

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

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

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

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

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

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

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

#### Section 7

The City and the Cooperative agree that:

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

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

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

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

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

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

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

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

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

#### Section 8

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

#### Section 9

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

#### Section 10

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

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

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

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

D. Should the City itself ever at any time construct, purchase, lease, acquire, own, hold or operate an electric distribution system to provide electric service within the City, then the payment of

percentages of gross sales revenue herein provided to be paid by the Cooperative, shall abate, cease and no longer be due and no other fee for the franchise rights shall be required.

Section 11

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

Section 12

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

Section 13

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

**PASSED AND ADOPTED** this \_\_\_\_\_ 2018.

(originally signed by:) \_\_\_\_\_  
Elise Partin, Mayor

ATTEST:

\_\_\_\_\_

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

MID-CAROLINA ELECTRIC COOPERATIVE, INC.

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

ATTEST:

\_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LEXINGTON )  
 )  
CITY OF CAYCE )  
 )

**ORDINANCE 2018-17**  
**Granting Consent to the Inclusion of Certain**  
**Property of Owen Electric Steel Company of**  
**South Carolina d/b/a CMC Steel South**  
**Carolina within the Joint County Industrial**  
**Park of Lexington and Calhoun Counties**

**WHEREAS**, South Carolina Code Section 4-1-170, as amended, requires the consent of a municipality for inclusion of property within the municipality into a joint industrial or business park established by participating counties; and

**WHEREAS**, the City of Cayce, by Ordinance adopted on June 4, 2002, approved the inclusion of certain portions of property of the entity then known as Owen Electric Steel Company of South Carolina d/b/a SMI Steel South Carolina (“SMI Steel”) located within the geographical limits of the City into the Joint County Industrial Park of Lexington County and Calhoun County (the “Park”); and

**WHEREAS**, the City, by Ordinance adopted on February 3, 2009, approved the inclusion of additional property of SMI Steel into the Park; and

**WHEREAS**, the successor entity now known as Owen Electric Steel Company of South Carolina d/b/a CMC Steel South Carolina (“CMC Steel”), and the affiliated companies, CMC Steel Fabricators, Inc. d/b/a CMC Joist and Deck and CMC Steel Southern Post, have acquired certain additional property located within the geographical limits of the City for a planned expansion and also would like to have that property included in the Park; and

**WHEREAS**, CMC Steel has entered into a new Fee Agreement, dated as of November 13, 2018, with Lexington County (the “County”) which, among other things, includes the additional portions of property of CMC Steel and/or its affiliates located within the City into the Park, as indicated on the attached Exhibit A; and

**WHEREAS**, as a condition of the City’s consent to the inclusion of the new CMC Steel property into the Park, the City and the County have entered or will enter into a binding intergovernmental agreement (the “Intergovernmental Agreement”) concerning the distribution to the City by the County of the City’s portion of fee-in-lieu of *ad valorem* property taxes (the “Fees”) for all property of SMI Steel and/or CMC Steel and any affiliates included in the Park; and

**WHEREAS**, the City, subject to the circumstances and conditions recited herein, now wishes to grant its consent, pursuant to S.C. Code Section 4-1-170, as amended, to the amendments to the Park.

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

(1) The City, subject to the execution and delivery of the Intergovernmental Agreement under the terms recited in the findings above, hereby consents to inclusion within the Park of that portion of the property of SMI Steel and/or CMC Steel and any affiliates located within the City which is described in Exhibit A attached hereto. Absent the execution and delivery of Intergovernmental Agreement on the terms authorized and approved by the City Manager as permitted in Section 2 below, the City's consent to the Park is expressly withheld.

(2) The City is authorized to enter into the Intergovernmental Agreement, pertaining to the development of the Park and the terms and conditions under which the County will distribute Fees and the County TIF Revenues. The Mayor is authorized to execute the Intergovernmental Agreement and the City Clerk is authorized to attest the same. The City Manager is authorized to deliver the Intergovernmental Agreement to the City and the County. The consummation of the transactions and undertakings described in the Intergovernmental Agreement and such additional transactions and undertakings as may be determined by the City Manager to be necessary or advisable in connection therewith, are hereby approved. In connection with the execution and delivery of the Intergovernmental Agreement, the City Manager is additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as he/she shall deem necessary or advisable.

(3) This Ordinance is not intended to and does not operate to grant the consent of the City to the inclusion within the Park of any other property of CMC Steel or its affiliates or any other entities or properties.

(4) In connection with the creation of the Park and the execution and delivery of the Intergovernmental Agreement, the Mayor, the City Manager and the City Clerk are additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as he/she shall deem necessary or advisable to effect the intent of this Ordinance.

(5) If any part of this Ordinance is unenforceable, the remainder is unaffected.

(6) This Ordinance shall take effect upon the later of second reading approval or proper execution by the County of the Intergovernmental Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**DONE IN MEETING DULY ASSEMBLED,** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Elise Partin, Mayor

**ATTEST:**

\_\_\_\_\_  
Mendy C. Corder, CMC, Municipal Clerk

First Reading: \_\_\_\_\_

Second reading and enactment: \_\_\_\_\_

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

EXHIBIT A

DESCRIPTION OF PROPERTY

TMS Nos:

005768-02-011

005797-02-007

005768-01-001, 002, 003, 004, 005, 006, 008, 009, 010, and 011



Frink St

Foreman St

Taylor St

New State Rd

Darden St

Taylor Ln

12th Street Ext

Allen St

005797-02-007

005768-01-001

005768-01-011

005768-01-004

005768-01-008

005768-01-003

005768-01-005

005768-01-006

005768-01-009

005768-01-010

005768-01-002

005768-02-011