

Mayor
Elise Partin

Mayor Pro-Tem
James E. Jenkins

Council Members
Phil Carter
Tim James
Hunter Sox

City Manager
Tracy Hegler

Deputy City Manager
Jim Crosland
Assistant City Manager
Michael Conley



**City of Cayce
Regular Council Meeting
Tuesday, May 2, 2023
6:00 p.m. – Cayce City Hall – 1800 12th Street
www.caycesc.gov**

I. Call to Order

- A. Invocation and Pledge of Allegiance
- B. Approval of Minutes
 - March 31, 2023 Special Council Meeting, Budget Work Session
 - April 4, 2023 Regular Council Meeting
 - April 19, 2023 Special Council Meeting, Budget Work Session
 - April 19, 2023 Regular Council Meeting

II. Public Comment Regarding Items on the Agenda

III. Presentation

- A. Recognition of City Employee, Juana Saavedra, for being Awarded the 2023 Statewide Outstanding Service Provider by the South Carolina Victim Assistance Network

IV. Proclamation

- A. Approval of Proclamation – Declaring April 30 – May 6, 2023 Municipal Clerk’s Week

V. Ordinances

- A. Discussion and Approval of Ordinance 2023-04 Amending Zoning Map and Rezoning Property Located at 1827 Grace Street (Tax Map Number 005750-04-005) from RS-3 to RG-2 – First Reading
- B. Discussion and Approval of Ordinance 2023-05 Authorizing and Directing the City of Cayce to Enter into an Intergovernmental Agreement Relating to South Carolina Local Revenue Services; to Participate in One or More Local Revenue Service Programs; to Execute and Deliver One or More Participant Program Supplements; and Other Matters Relating Thereto – First Reading

VI. Items for Discussion and Possible Approval

- A. Acceptance of Donation of the Thomas A. Newman Boat Landing from Dominion Energy
- B. Discussion and Approval of a License Agreement with Norfolk Southern for an

Encroachment to Repair the Railroad Avenue and State Street Sewer Line

VII. Committee Matters

- A. Approval to Enter the following Committee approved Minutes into the City's Record
Planning Commission – February 27, 2023
Museum Commission – March 1, 2023

VIII. City Manager's Report

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 matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by the City

XI. Reconvene

XII. Possible actions in follow up to Executive Session

XIII. Adjourn

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



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**City of Cayce
Special Council Meeting
Budget Work Session
Friday, March 31, 2023**

A Special Council Meeting was held this morning at 9:00 a.m. in Council Chambers. Those present included Mayor Elise Partin, Mayor Pro Tem James Jenkins and Council Member Hunter Sox. City Manager Tracy Hegler, Deputy City Manager Jim Crosland, Assistant City Manager Michael Conley, Municipal Clerk Mendy Corder, Finance Director Kelly McMullen, Utilities Director Betsy Catchings and IT Director Jamie Beckham were also in attendance.

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

Call to Order

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

Discussion Items

A. Discussion of Proposed FY2023/2024 Utility Fund Budget

Ms. Hegler stated that they were holding a workshop with Council to discuss the 2023-2024 Utility Fund budget. She stated that it was currently out of balance and always was at that point. She stated that the Utility Fund budget was out of balance by \$3,618,879. She stated that the projected revenues were \$36,693,800 and the projected expenditures were \$40.3 million. She stated that the proposed budget included a list of capital projects and other wishes and desires to better the City's utility system that Council would hear from the department managers about. Ms. Hegler stated that the proposed Utility Fund budget included a request for two (2) new full time employees, an electrician and a water treatment plant operator trainee.

Ms. Hegler stated that part of the \$3.6 million the budget was out included a number of capital items and projects as well as the two (2) full time employees. She stated that the capital items were shown on the capital list that was in the agenda packet. She stated that the City's municipal insurance and risk financing fund had an increase of 16%, the City's retirement increased 1% and there was a PEBA insurance increase of 3.7%. She stated that the PEBA insurance increased 18% last year so staff was glad the current increase was so low. She stated that as always the City had to cover its debt at 15%. She stated that included in the budget were the City's bond payments for all bonds. She stated that the 2002 bond was a pass through with Springdale and would fall off in August 2023. Ms. Hegler stated that the 2016 A bond

would roll off in 2024 and then the next bond to roll off would be in 2028. She stated that there was also approximately \$110,000 in convenience fees for credit card payments included in the budget.

Ms. Hegler stated that the budget did not include a cost of living adjustment for employees but staff included in the White Paper an estimate of what a COLA would look like it at 1, 2 and 3%. She stated that as of June 2022, the Utility Fund budget had a fund balance of \$12,523,427. She stated that there was a revenue sheet in the agenda packet that she would discuss at the end of the workshop so the department managers could discuss their expenditures first. She stated that Ms. Catchings would start and then her team would go through each of their departments individual budgets.

Ms. Catchings thanked Council for their time. She stated that she had a different perspective of things at times and was going to present some things a little bit differently, to make things a little more transparent and clear. She referred to her PowerPoint presentation and pointed to the Utility Department's organizational chart. She stated that the chart illustrated how many different areas the Utility Department covered. She stated that it was the largest branch of the City with approximately 80 employees when fully staffed and included seven (7) departments. She stated that the department included the City's 9.6 MGD Water Treatment Plant, the 25 MGD Wastewater Treatment Plant and a 100,000 gallon per day septic and grease receiving station. Ms. Catchings stated that the City had approximately 225 miles of water lines, approximately 285 miles of sewer lines, 76 sewer pump stations, five (5) water tanks in the distribution system, six (6) water booster pump stations, approximately 8,150 water customers and approximately 13,140 sewer customers.

Ms. Catchings pointed to a map of the City's water system in her presentation. She stated that the system stretched pretty far outside of the City's limits and 54% of the City's water lines were outside City limits. She stated that there was not a defined water service area and technically, it was kind of whoever got there first unless it was a public service district that had been defined by the legislature. She stated that the City's water service area was mutually agreed upon years ago as a regional approach when the Joint Municipal Water and Sewer Commission was first formed. She stated that did not mean that someone else could not serve a customer within that area if they so desired. Ms. Catchings stated that was a big distinction between the water and sewer side. She stated that the City had a tank on the outer edges of Gaston and in the White Knoll area so it was pretty widespread.

Ms. Catchings reviewed the City's sewer system next. She stated that the City had a lot of pump stations and many of them were outside city limits. She stated that 65% of the city's sewer lines were outside City limits. She stated that the City had pump stations and lines on Kittiwake Drive and out to the White Knoll area and went as far southwest as Indian River and South Congaree and as far southeast to the Calhoun County line. She stated that the City actually received flow from Calhoun County on the

sewer side. She stated that the City's sewer system was defined by the 208 Water Quality Management Plan that was adopted by the COG and DHEC. She stated that to change it the COG would have to approve it and it would have to go through EPAC in order for the changes to be made. She stated there had been some challenges with other utilities regarding the area the City serviced that were ongoing. Ms. Catchings stated that the areas that the City was designated as the provider did not mean the City had to pay for anything to get sewer there but it is the City's management area to basically decide how to go about providing sewer to those areas. She stated that there were a lot of areas where the City did not have sewer service yet.

Ms. Catchings stated that there had been a good bit of growth inside the City limits over the last year and those projects were close to being finished. She stated that the City had a lot of fill-in growth where there had been vacant lots. She stated that most of that growth was residential. She stated that if anyone had vacant property that was thought to not be buildable, the land owner had found ways to build on it because people wanted to be a part of Cayce. She stated that the City also had larger commercial developments to include the Lexington Rehab Hospital and Lexington Urgent Care both currently under construction as well as the Southern Commons proposed commercial development on Saxe Gotha and a tech equipment rental business and Dunbar Villas at the old Busby school site. Ms. Catchings stated that the Utility Department got involved with new developments because the City typically provided the water and sewer. She stated that staff was involved from a review standpoint and to determine how to provide those utilities to the new businesses. She stated that staff did plan reviews and the inspections once the construction was finished and it added to the City's new customer accounts and to meters that staff reads.

Ms. Catchings reviewed growth outside the City limits next. She stated that the Department of Education was building a new building at the State Farmers Market which was within the City's water and sewer service area. She stated that there was a spec building that CIUS was going to take over at Colite Drive and Platt Springs Road to expand their operations. She stated that Indian River phases six and seven had about 50 new homes being built and The Cottages at Roofs Pond had 190 homes that were being planned there. Ms. Catchings stated that Dominion Energy had their new fleet center on 12th Street Extension and Nephron Nitrile and the new Lexington Two District Office and Performing Arts Center all had City sewer. She stated that Nephron also had Inject EZ and Palmetto State Armory had two new businesses at the CAE Industrial Park, one a gun manufacturing site and one an ammunition site. She stated that the Tomfoolery speculative building at Saxe Gotha was underway and the Emanuel Creek subdivision phase two was underway with 38 lots and some pump stations. She stated that the City had received plans for Glen Hills which had almost 200 homes on the City's water system. Ms. Catchings stated that the City provided sewer service for the Murphy's in Springdale and the Take Five in West Columbia. She stated that Mattress Warehouse was coming to the new 803 Industrial Park near the airport and Southern

Glacier Wine and Spirits distribution center was just announced to be locating in Saxe Gotha.

Ms. Catchings stated that a lot of the development in certain areas of West Columbia affected the City because there were areas where the City provided sewer. She stated that there were also areas where the City provided water to some of West Columbia's residents. She stated that there were also areas that the Joint Municipal Water and Sewer Commission served the water but the City had the sewer. She stated that the Town of Lexington was the same and both had a big impact to the City because there was a lot a lot of growth in those areas. She stated all the sewer there came to the City and even if they were not the City's customers, the City received the waste and it was an increase at the Wastewater Treatment Plant that the City had to treat. Ms. Catchings stated that pretty much anything in Lexington County, but especially the Lexington County Industrial Parks that they owned, were being actively advertised and pursued for new businesses by the County and was something that as they were doing that and trying to bring in people, it affected the City greatly from a capacity standpoint and from every aspect of engineering approvals, and having new parts of the City's system that had to be taken care of. Ms. Catchings stated that the City currently had an agreement and arrangement with Calhoun County for 300,000 gallons per day and that would be growing. She stated that Calhoun County had an industrial park that they were really pushing. She stated that the areas the City covered and the impacts from growth in Lexington County had either massively directly or indirectly affected the Utility Department.

Ms. Catchings stated that next she would review the challenges that the Utility Department would have to overcome in the current year. She stated that staffing and workforce development had been a tremendous challenge for the department for the past year. She stated that the department had an overall vacancy of about 20% and some of the departments within the Utility Department were far worse than that. She stated that they had started to make some progress in those areas but still had at least one department that was extremely understaffed. She stated that they had known for a long time that there was a shortage of plant operators and it was industry wide, not just a Cayce issue. She stated that staff had been thinking outside the box and trying to figure out ways to try to find operators. Ms. Catchings stated that there were not a lot of licensed operators and those that were out there had their pick of jobs. She stated that it was very hard to get licensed people, especially at a higher level license, who wanted to transfer because typically they had been where they were for some time. Ms. Catchings stated that in the past year they had develop a utilities PR and recruitment team. She stated that they had been exhibiting at conferences and trying to think about different ways to recruit people. She stated that they had scheduled school visits and tours to make contact with the kids who were getting ready to graduate high school and did not want to go to college and wanted to enter the workforce immediately. She stated that utilities was rarely taught in schools and that was something that people in the utility field were trying to work on statewide so people knew it was an option.

Ms. Catchings stated that staff was definitely trying to work on getting young kids interested in utilities. She stated that recruitment was new to staff and they had not had to get that involved with trying to recruit applicants in the past. She stated that staff was grateful that a good many new people had been hired over the last month but most of those people were coming in with little to no experience. She stated that it was going to be a learning curve for staff and it would take time to get them trained, and to help them get their licenses. Ms. Catchings stated that was something staff was prepared to do and hoped to start making progress. She stated that she knew operations was a big problem with lack of staffing but she did not know there was an industry wide shortage of engineers until the City started looking for a new engineer. She stated that she spoke to her counterparts at other municipalities and some had been looking for an engineer for two (2) years. She stated that it was a culture that had to change with not just the City but across the board.

Ms. Catchings stated that the next challenge that she was going to discuss was renewal and replacement. She stated that she had been working with staff across the board to think proactively and not reactively. She stated that unfortunately, for many years, and for several past administrations within utilities, that was not really encouraged. She stated that the concept of renewal and replacement was responding to an emergency. She stated that they had their fair share of emergencies in the last six (6) months to a year and realized there were obvious problems with that approach. She stated that there was also a serious supply chain issue so when emergencies occur, staff could not get materials or parts. Ms. Catchings stated that it was likely that materials were not going to be received in a timely manner, which meant it was more likely the City would have overflows, or critical situations and emergency situations where the City would have to connect to the interconnects on the water side because the materials were just not out there for the City to even be able to do things in house if they had that ability. Ms. Catchings stated that moving forward staff was going to work better to plan out their department's needs. She stated that part of that process was asset management. She stated that responsible planning was needed to know the condition of the system and the life expectancy for all the pieces and parts of the system. She stated for example, it was important to know the condition of the pumps, the equipment and even the meters, so staff would be able to get a grasp on when things needed to be replaced so they could budget for those items.

Ms. Catchings stated that meters seem like a very simple piece of equipment but without working meters, staff could not bill and collect revenue for the City. She stated that everything had to work together to make sure that staff had what they needed to keep functioning. She stated that this was all part of what an asset management program was all about. She stated that as the City moved towards the rate study, part of that was trying to project some of the replacement life and needs and then trying to plan for growth. She stated that Lexington County was booming and there were a lot of areas in the City's service areas that had the potential for development. Ms. Catchings stated that the City's Utility Department did not have a master plan of how the City

wanted areas to be developed. She stated that was something that staff needed to be looking at to figure out what it would take to serve those areas. She stated that by doing that when developers approached the City regarding new development staff could at least say that was an area the City wanted to serve and if it was, the developer would have to do XYZ. She stated that currently staff did not really have anything to say to developers and recommend to them. Ms. Catchings stated that staff also needed to look at potential partnerships with developers so if there were areas that had potential for high growth, and there was more than one developer wanting to come in and do something. She stated that staff could put those people together so that they could talk and come up with the funding to help with the development. She stated that master planning was something that staff was going to be striving to do and the City was fortunate enough to have Ms. Hegler and Mr. Conley who were really good resources in master planning and could help staff chart the path forward with that.

Ms. Catchings stated that staff was also planning for a wastewater treatment plant expansion and were already in touch with the City's partners to obtain information from them on future needs. She stated that those discussions would continue so staff could look at timelines for expansions and how much expansion was needed. She stated that she thought within the next five (5) years the City would have to start the process of talking to the COG, going through EPAC to get increases on discharge approval, starting with a design for an expansion, and shortly thereafter, it would be time to move towards the expansion because it would take time to get everything in place and it was not a quick process.

Ms. Catchings stated that one of the Utility Department's top three (3) challenges currently was the rising costs for operations. She stated that in July 2019, there was the last of a series of small increases that took place in order to satisfy debt service coverage for the bonds on the waterline replacement project. She stated that there was not an increase included for normal operating expense increases in the future and when one looked at just the general CPI for that time period from 2019 to now, across the board, it was about a 17% increase inflation-wise. She stated that starting next year, some specifics within utilities such as sludge disposal, would have had a 41% increase in sludge disposal, chemicals, supplies and materials. She stated that there was a 120% increase in the cost of water treatment plant chemicals and a greater than 55% increase in wastewater treatment plant chemicals and a greater than 100% increase on hydrants and some of the pipe that was used on a regular basis and greater than 25% increase on meters and hertz, which were used to help staff communicate and get the data needed from the meters. Ms. Catchings stated that the Utility Department's operating expenses had changed, and the City's rates had stayed the same, therefore there was less money for capital needs. She stated that all needs then got consolidated and condensed and relegated to what had to be done in order to survive. She stated that some capital items had been deferred, and were now at a critical point or getting very close to being at a critical point. She stated that a lot of what Council would hear from staff that day were at that critical point. She stated that almost everything in the

manager's budgets were not so much wishes, but were getting to be critical items, because they had been deferred for so long.

Ms. Catchings stated that previous utilities administration did not stress the urgency of some things and that was why she was being completely transparent. She stated that at the time Ms. Hegler and Mr. Crosland did not know that a lot of the things were as urgent as they were. She stated therefore staff was trying to make sure to keep Council in the loop. She stated that with the rate study, staff would be taking a closer look at all of the Utility Department's services and try to find ways to create more funding and to cover cost. She stated that part of that would also be coming up with a plan to try to find renewals, replacements and capital needs. She stated that staff was very much looking forward to trying to get some of that assessed with the rate study.

Ms. Catchings stated that another thing that impacted both the water and the wastewater side was the changing river conditions. She stated that one of the challenges was the City was getting more influence from the Broad River than it had ever historically had. She stated that the Saluda River and Broad River waters were very different and had different characteristics. She stated that the algae situation that the City experienced last year from the Broad River was going to be around for a while. She stated that the algae issue was one staff was working on to try to understand it and make sure staff was being proactive and knowing what to look at and what to measure since it did impact the City's water treatment. Ms. Catchings stated that it impacted things significantly from a cost perspective because more chemicals had to be used to try to counteract that algae. She stated that the river conditions also impacted the City's discharge limits for the wastewater treatment plant. She stated that the City was currently in the process of having its MPDF discharge permit renewed and that had been in DHEC's hands for close to four (4) or five (5) months and staff had not seen any protected limits. She stated that flows had decreased especially from the Saluda and that impacted what the City was allowed to discharge. She stated that it also impacted the level that the City had to treat so staff was anxiously awaiting those limits to see if there were any significant changes there.

Ms. Catchings stated that there were new regulations for Utility Departments. She stated that one was the new lead and copper rule revisions on the drinking water side. She stated that there were also new P FOSS regulations that just came out on the drinking water side and there was going to have to be treatment added to meet the limits that the EPA had proposed on it. She stated that new regulations for wastewater was in talks as well. She stated that there had already been significant talk on biosolids and sludge disposal. She stated that staff was going to be spending a lot of time on these regulations going forward trying to chart a path forward.

Ms. Catchings reviewed the Utility Department's accomplishments with Council. She stated that Mr. Chris Orpilla was recognized as the State Water Treatment Plant Operator of the Year and Mr. Denis Bergeron also received the Capital District Lab

Analyst of the Year award. She stated that there were licensing advancements from Mr. Glendon Butler, who got his DEA water distribution, Mr. Jaime Summers received his DEA license for wastewater collections and Mr. Ben Taylor received his B level water distribution license. She stated that a new program that Mr. Crosland had been intimately involved with was trying to get a CDL training program implemented for the City. She stated that Mr. Alan Clayborn and Mr. Erick Kennedy got certified as CDL third party examiner's and as soon as the program was up and running, they would actually be teaching the courses in order to help people to obtain their licenses for driving certifications. She stated that Mr. Mike Howell and Mr. Dustin Nelson received their backflow certification. Ms. Catchings stated that Mr. Vince Osborne obtained a grant for the fluoride feed system that had been replaced and was in operation. She stated that Mr. Osborne also indicated that they had zero missed days for injuries and accidents and no workers compensation claims.

Ms. Catchings stated that the Utility Department had quite a few accomplishments in the GIS Department. She stated that the department now had a system map where staff could click on an area and the record drawings in that area appeared on the screen therefore staff no longer had to sort through hundreds of drawings to find what they needed. She stated that the Cayce Arts District story map, even though it was something that was not quite utilities, it did fall under the ArcGIS manager. She stated that map was completed as well. She stated that much of the City's water meters had been GSP'd and that information has been reconciled with Edmonds in the GIS system. Ms. Catchings stated that some of the Utility Department's software did not communicate with each other very well so staff had to do a lot of manual inputs. She stated that since Mr. Todd Shafer had started with the City he had helped with line size identifications on the department's maps. She stated that Mr. Shafer had gone into the field and added all the line sizes for all the City's pipes. She stated that with that information when the Field Crew staff was in the field, they could look at the map, and see what materials they were going to need without having to dig up everything in the ground. She stated that the department also had a new Water Service Inventory app and two (2) staff members were going to be dedicated to obtaining data for the pipe material on the City's water services. She stated that staff had developed the app for staff to be able to easily input that information in as they go, so that whenever all that information was inputted and staff needed to put that information in a spreadsheet to give to DHEC later, the foundation was there for staff to be able to do that.

Ms. Catchings stated that the Utility Department, to include the water billing, water distribution and wastewater collection departments, had completed 6,230 work orders in the last year. She stated that the Water Billing Department had handled 16,816 calls with only four (4) complaints elevated. She stated that to receive that many calls and only have four (4) complaints from people was absolutely amazing. She stated that the reception area at the grease receiving station had been improved and now had two (2) bays that trucks could drive through. She stated that the department

had its first dedicated fog inspector and that Council approved that position last year. She stated that they were actually able to hire someone who had experience and she had been blazing a trail with her work at the City.

Ms. Catchings stated that one of the things that she was most proud of as being a part of the Utility Department was their teamwork. She stated that during the past year, they had their challenges with staffing and they pulled together to cover operations to try to maintain their workload, even when they had critical staffing shortages. She stated that every department had to learn to cross train and make sure that they were available to help with whatever came up. She stated that she could not have survived the last six (6) months without Mr. Ben Wright and his staff. She stated that it had been a challenge to be the Utilities Director and cover the engineering. She stated that Mr. Wright's staff assisted her with inspections and looking at drawings. Ms. Catchings stated that it was teamwork and everyone pulling together to make sure the department functioned one way or the other through everything. She stated that she wanted to share something with Council that Mr. Legrand June said to her. She stated that he had recently hired a lot of new people but had been in a very critical state with his staffing before that. She stated that a lot of the people he hired did not have experience but they were getting there. She said that Mr. June stated they had grown into a team to be proud of and sent her a picture from one of their monthly meals where everyone chipped in. She stated that she was very proud to be able to work with everyone.

Mayor Partin thanked staff for everything that Ms. Catchings shared about what they had been doing and how they had pulled together and the teamwork and the customer service. She stated that they were the best. She stated that that she thought there were some things that Administration and Council might need to dig into with the Wastewater Treatment Plant contract with the City's partners and look into if there were not some things that maybe would alleviate some of what staff had talked about with the challenges they faced. She stated that the City's partners could be helping and the City should not be the ones who have to navigate all this. She stated that the City's partners contributed, but they should be feeling every one of these pain points as well for that segment of what we do. Mayor Partin stated that she also wanted to look to see if there was anything that could be done regarding the upstream input on the river. She stated that some people had to be held accountable and there should be some pain pressures on them to keep those things from coming the City's way and to keep it from being an impact on the river in general. She stated that the City needed to push for entities upstream and other partners to be required to treat some things like lead and P FOSS. She stated that sludge disposal was not paying for itself like it was when DHEC first asked the City to do it. Ms. Hegler stated that the rate increases did help but less so now.

Ms. Catchings stated that there were a few general items that covered expenditures across the board in each department with the Utility Department. She stated that there was a small increase in salaries in pretty much every department with

just a few exceptions. She stated that there were minimal increases mostly due to anticipated advancement of licensing. She stated that insurance costs and retirement increases affected the overall budget as well as the inflationary aspect of supplies and chemicals and equipment.

Ms. Kay Hutchinson, the Customer Accounts Manager, stated that it was always great to be able to meet with Council and she was happy to have some of her staff there because they were interested in the budget process. She introduced Mr. Ben McCartha, the senior meter technician. She stated that Mr. McCartha had worked previously in the Field Crew and in Parks. She then introduced Mr. Mike Howell who she stated had been instrumental in helping to design the future plan for reading meters and the cycles that would be reorganized in the future. Next she introduced Ms. Melissa Denny, the Utility Billing Specialist and Mr. Robert Haynes, a former Employee of the Year. She stated that she had a great team who took wonderful care of the City's customers.

Ms. Hutchinson stated that that she was going to review her proposed budget in order of importance. She stated that most of the City's customer's paid their bills online, which she encouraged, because it was a timely manner of getting paid since the post office and Bill Pay were horrible. She stated that training was an aspect that she wanted to focus on as part of her succession plan so there was an increase in that line item. Mayor Partin asked if the City had an option for people to get electronic bills. Ms. Hutchinson stated that the City sent out both e-bills and a paper bill.

Ms. Hutchinson stated that the rate study would be beneficial to find out what the City's true costs were for everything they did and to have a qualified professional, assess and evaluate the existing utility rate structure, as well as all costs of services and operations and all fees and to provide recommendations. She stated that the rates should fully fund the City's operations costs, debt coverage ratios, depreciation, and provide a structure for funding the current and five-year capital improvement plan, while minimizing the impact to citizens and customers. She stated that the approximate cost for the study would be \$65,000.

Ms. Hutchinson reviewed her equipment needs next. She stated that currently meter readers were using a handheld device to read meters that was no longer supported by ITron. She stated that the handhelds would be replaced with a system through ITron called Symetra. She stated that the new system would receive and transmit the reads to a cell phone and then staff would be able to upload the data into the system. She stated that the new system would cost approximately \$55,100 and that included the training for the software and the mobile reading unit. She stated that the department currently had two (2) mobile reading units and she was requesting to replace one of them.

Ms. Hutchinson stated that the City still had a lot of old meters in the system and that whole part of the system needed to be replaced completely. She stated that currently the meter technicians when reading meters drove through a neighborhood and approximately half of the homes do not get picked up electronically so the meter technicians had to go back out to the neighborhood with a report of all the homes that were skipped and read them manually. She stated that the benefits of the project would be more efficient reading and it would eventually allow for monthly billing. She stated that it would be a vast improvement in safety for the meter techs, because currently they had to walk down very busy roads. She stated that it would also be customer friendly for budgeting, usage graphs and detecting leaks.

Ms. Hutchinson stated that currently the City's read cycles were spread out over large areas and did not make sense logistically. She stated that currently it took the meter technicians 45 days to read each cycle and the City billed every two (2) months. She stated that staff worked at most 40 days in two (2) months and usually less than that because of holidays and staff being out sick. She stated that she had a lot of dedicated people that worked on Saturdays to read meters which in turn caused overtime. She stated that she and Ms. Denny learned to read sewer meters to assist the meter technicians. She stated that other surrounding municipalities were moving to different technologies which would impact the City. Ms. Hutchinson stated that the City would have to change the meters in the system. She stated that the Joint Municipal Water & Sewer Commission was preparing to change their software system which was concerning because the City read their sewer meters with their current equipment. She stated that would be 1,000 more meters that the technicians would have to walk to read. Mayor Partin asked if the City had any input in what changes they made. Ms. Hutchinson stated that the City did not pay for it so they did not have any influence on their decision making.

Ms. Hutchinson stated that the Bill Presentment software cost \$30,000 but encompassed a lot of things. She stated that it would add the option for phone payments which was a benefit because some of the City's elderly customers preferred to pay by phone because they did not trust online services. She stated that it would add e-billing and the option to opt-out for paper bills. She stated that eventually it would save the City money on postage. She stated that the bills would look much better and would have graphs to illustrate usage. She stated that the software had customer portals where customers could request assistance. Ms. Hutchinson stated that the meter technicians read 75,220 meters last year, and 17,400 of those had to be read by walking.

Ms. Catchings stated that she would review the Water Administration budget. She stated that the department consisted of five (5) staff members. She introduced Ms. Sandra Phillips, the department's Administrative Coordinator. She stated that the largest increase was for consulting fees because they had budgeted for a position assessment to be conducted. She stated that it would assist with the rate study to

figure out the needs with that. She stated that the intent would be to obtain the services of a local government consultant that could assist staff in evaluating the department's positions, position classifications and advise staff on those future needs. Ms. Catchings stated that she knew the department had needs but staff did not know what those positions were that were needed. She stated that they also needed to make sure that the current positions were classified appropriately. Mayor Partin stated that she thought Mr. Hawks did rate studies. Ms. Catchings stated that he did rate assessments and she did not think a rate study had ever been done. Ms. Hegler stated that the last time the City did a new bond, the City's Bond Attorney strongly recommended the City doing one.

Mr. Vince Osborne, the City's Water Treatment Plant Superintendents, reviewed his department's budget next. He stated that his main goal was to recruit more staff. He stated that he had lost three (3) operators within the last 18 months. He stated that he had two (2) full time positions open but was having a terrible time trying to fill them. He stated that he was requesting another trainee position to help with the department's succession plan and continuation of the water plant operations. He stated that he would be eligible to retire in two (2) years and had one (1) employee who was eligible to retire currently and one retiring next August. He stated that it was a real challenge to get certified employees in water plant operations. Mayor Partin asked what certification entailed. Mr. Osborne stated that there was on the job training and a certification test. He stated that if a person did not have any type of science background or college, it would take two (2) years on the job to attain a C license to run the Water Treatment Plant assuming they passed all their certifications. He stated if one was a college graduate with a science degree, and trained to pass the test within a year, they could hold a C license with a college degree but unfortunately, there were not many people like that.

Mayor Partin suggested reaching out to Ms. Ann Reamer, one of the finalists for the South Carolina State Teacher of the Year, who was the Digital Multimedia/Animation Instructor at the Innovation Center. She stated that Ms. Reamer would probably love to have her class create some type of recruitment video. Ms. Catchings stated that a group from the Innovation Center was scheduled to tour the plant the following week. Ms. Hegler stated that staff had reached out to all the schools and tech programs.

Mr. Osborne stated that another main need was to replace the gas cooling system at the Water Plant with a safer bleach hyper chlorine system. He stated that the purchase of a new high service pump would cost \$300,000. He stated that the Plant currently had three (3) high service pumps available for use but he would like to get a fourth one in case the flow capacity had to be increased. Council Member Sox asked if they large room he saw when he toured the facility was the gas chlorine conversion room. Ms. Osborne stated that was correct, it was the room with the large cylinders. Council Member Sox stated that the pump was out last year when he toured the plant.

Mayor Pro Tem Jenkins asked what condition the three pumps were in that the plant currently had. Mr. Osborne stated that they were originally installed in 2001 and were rebuilt in 2000, 2010, 2011 and 2013. Mr. Osborne stated that they were 10 years into their current run. Mayor Pro Tem Jenkins asked if the new pumps had the same design as the older one. Mr. Osborne stated that they were similarly designed but staff had to work against logistics and problems with getting parts. He stated that if he ordered a new pump it would eight (8) to nine (9) months before he would actually have it onsite for installation.

Mr. Ben Wright presented the Water Distribution budget. He stated that his training budget had increased because he was trying to create new ways to train his staff and to keep them with the City, once they were trained, and obviously pay them more because of the training they received. He stated that Mr. Tim Wimple was now the Assistant Superintendent over special projects since he had an extreme amount of knowledge and experience from previous jobs which enabled them to do a lot more special projects in-house. He stated that he asked for new vehicles in his budget. One for a crew leader to fill Mr. Wimple's former position and two (2) other trucks that needed to be replaced per the City's garage staff. He stated one truck had 101,000 miles and close to 10,000 hours of idle time and the other had 120,000 miles and close to 9,000 hours of idle time. Mr. Wright stated that the idle hours came from the trucks running in the street with their lights on so they could run equipment. He stated that he had requested a generator for the booster station. He stated that if they lost power at the booster station the generator would continue to run the City's pumps to get water out to the White Knoll area. He stated that if they lost power for a significant amount of time, they would have to tie on to the interconnects to fill White Knoll and keep pressure in the Three Fountain's area.

Ms. Catchings stated that she mentioned earlier in the meeting that one of the things she and her staff were doing to have a proactive approach was to look at their critical areas or critical pump stations, whether it was booster pump stations, sewer pump stations, especially on the sewer side, areas that were near water bodies and things of that nature where if those things were out, the pumps were out, or the power was out, it would create an environmental nightmare. She stated therefore they were trying to make sure to have emergency generators or diesel fuel backup bypass pumps in those areas.

Mr. LeGrand June presented the Wastewater Treatment Plant's budget. Mr. June introduced Mr. Mike Maxwell, their lead operator and only licensed A operator. He stated that he was requesting a position for an Electrical Controls Technician. He stated that the plant had a lot of complicated critical systems and in utilities as a whole that was time consuming to troubleshoot. He stated that in the past they relied on the fact that the plant was big enough so there was some redundancy built in but as the flows increased and the age of the plant increased, that really was not the case anymore. He stated that they really needed someone that could be dedicated to

troubleshooting the controls, and keep up with them. He stated that his training budget had increased because they had so many new people that were not licensed yet. He stated that they had several people that were licensed but they really needed to increase their licensing.

Mr. June stated that Mr. Maxwell was their sole A operator five (5) days a week and they were required to have an A operator on site to be the responsible party to sign off. He stated that during the weekends and holidays, they had to have at least a B licensed operator and it took years of training to come up to those levels. He stated that there were significant price increases in all products and chemicals. He stated that they had a 50% increase on the price of chemicals due to inflation. He stated that he had requested a return activated sludge pump. He stated that they currently had six (6) pumps in combination that ran about 10 million gallons a day through the plant. He stated that if they had a failure on one, they had to pull it and send it off to be repaired. He stated that if they had one in spare, they could swap it out immediately and keep the process going. Mr. June stated that he had requested a track skid steer because as staff did plant maintenance, they had to take certain parts of the plant, clean it and actually unload into an area onto drying beds. He stated that the drying beds were really time consuming to clean up and the skidsteer would cut time down in cleaning up from days to hours. He stated that he had requested Kubota membrane upgrades. He stated that the membranes were a component of the plant that actually in the end saved money on hauling. He stated that the more efficient staff could keep them, the more sludge reduction occurred so we there was not as much to send to the landfill.

Mr. June stated that the centrifuge was one of the most critical pieces of equipment in the entire plant and the poly blend system was one of the main components for it and was used to help the solids cake. He stated that those systems had been running for about 10 years and were actually one of the oldest parts of the plant. He stated that they were having some issues and needed to be replaced. He stated that the existing system could be used as spare parts for the new system. He stated that he had requested a work platform that could be used along with the forklift. He stated that there were a lot of areas in the plant where this would be a safer option, especially compared to having ladders. Mr. June stated that one could harness off on the platform and get up to two (2) people on it and do a better job. He stated that he had requested a new security camera system because they one they currently had was aging. Mayor Partin stated that there was federal money for more security for infrastructure. She stated that there might be some grant work there for the security for one side and the others.

Mr. June reviewed the septage and grease receiving station budget next. He stated that the improvements were in place for the receiving station and both lanes were online and open and the new belt press was online and working. He stated that staff was doing everything to make sure to keep the revenue up and keep the traffic flowing

through. He stated that they had requested a replacement truck based on a recommendation from the City's garage staff.

Mr. Ben Wright reviewed the Wastewater Collection budget. He stated that they had requested to upgrade the old Barnwell pump station with a new control panel. He stated that the current control was getting dilapidated. He stated that the next request was a new dry prime pump. He stated that if power was lost the pump would actually keep the station running without having to have a generator. He stated that he also requested a confined space debit hoist system. He stated that the wet wells confined space hoists that they currently had were designed for manholes and the new system would allow staff to spread out wider and get down in the big wet wells that have a bigger diameter. He stated that his last request was to replace the panel for the Laurel Hill pump station. Mayor Partin asked if the City did their own asphalt paving. Mr. Wright stated that staff did some of it but if it was a large project they had to contract it out. Mayor Partin asked if the City had equipment to bore underneath the road. Mr. Wright stated that they had several machines that bored under the road.

Ms. Catchings stated that she would do a brief recap. She stated that currently the Utility Department's expenditures exceeded their revenues that were projected. She stated that over the next couple of weeks, staff was going to have to work really hard to balance the budget. She stated that they were going to have to face some difficult decisions on what staff could do with what they had. She stated that she and her staff appreciated Council's support with everything and appreciated their time.

Council Member Sox stated that it was awesome to see all that staff did and he was so grateful for everything they do. He stated that it was so much more than he ever thought. He stated that he hoped that they could get back to doing tours of all the facilities soon.

Ms. Hegler thanked Ms. McMullen and Ms. Catchings for doing such a good job of estimating the revenues more closely and making them more in line with prior year's actuals. She stated that they were conservative, but precise. She stated that the revenues were very similar to what had been done over the last two (2) or three (3) years. She stated that they were in line with what the City made the prior year, so the City had to find ways to increase those revenues. She stated that sewer sales were a little lower than they were last year but all of the projects coming online, made staff feel good about the future. She stated that the grease disposal fees were down and there were a number of reasons for that. Ms. Hegler stated that the new FOG inspector and the second lane being open and the aggressive, proactive approach that staff was taking they were working on getting that up. She stated that staff did a really good job with revenue estimation so that it was realistic. She stated that it was comprehensive, but thoughtful and not over inflated.

Mayor Pro Tem Jenkins stated that he thought staff was doing a fantastic job for the amount of equipment that was just limping through the winter. He stated that by working in maintenance and on pumps, that was why he asked about the lining of the other pumps. He stated that if they had to invest in another pump, they had to try to get the best. He asked if the panels were failing inside the pump station and the electrical box was rusting out, then how were the contacts in. Mr. Wright stated that staff did everything they could to prevent the gases from coming in the boxes but it was right next to the sewer. Mayor Pro Tem Jenkins asked how large the box was and if it was possible to get a spare panel. Mr. Wright stated that sometimes it was easier, or more cost efficient to buy a new panel box instead of piecing it out.

Mayor Partin thanked Ms. Catchings for the PowerPoint presentation and stated it was very helpful. She stated that she liked Ms. Catchings fresh approach to looking at everything. She stated that her goal was to sit down and look at the next level to ensure that every entity that was involved was paying their fair share and responsible for making sure that what staff was doing was as easy and efficient as possible, because there were people who were contributing in ways that were making staff's jobs harder. She stated that she also wanted to look at the inflation adjustments and new regulations that the City was being proactive at looking at since they were contributors to issues staff was having to navigate. Mayor Partin stated that staff and Council would probably have to advocate for NPVS reallocation. She stated that it was not fair that the City was at a lower place than some of the other entities in the region. She thanked staff for the level of excellence they brought to everything they did. She stated that she and Mayor Pro Tem Jenkins were at a neighborhood association meeting recently and the citizens really appreciate staff and all that they do.

Adjourn

Council Member Sox made a motion to adjourn. Mayor Pro Tem Jenkins seconded the motion which was unanimously approved by roll call vote. There being no further business, the meeting adjourned at 10:54 a.m.

Elise Partin, Mayor

ATTEST:

Mendy Corder, CMC, Municipal Clerk



Mayor
Elise Partin

Mayor Pro-Tem
James E. Jenkins

Council Members
Phil Carter
Tim James
Hunter Sox

City Manager
Tracy Hegler

Deputy City Manager
Jim Crosland
Assistant City Manager
Michael Conley

**City of Cayce
Regular Council Meeting
Tuesday, April 4, 2023**

The April 4, 2023 Regular Council Meeting was held this evening at 6:00 p.m. in Council Chambers. Those present included Mayor Pro Tem James Jenkins and Council Members Phil Carter, Tim James and Hunter Sox. City Manager Tracy Hegler, Deputy City Manager Jim Crosland, Assistant City Manager Michael Conley, Municipal Clerk Mendy Corder, Police Chief Chris Cowan, Fire Chief Steven Bullard, Finance Director Kelly McMullen, Human Resources Director Lynn Dooley, Utility Director Betsy Catchings and City Attorney Danny Crowe were also in attendance.

Mayor Pro Tem Jenkins asked if members of the press and the public were duly notified of the meeting in accordance with the FOIA. Ms. Corder confirmed they were notified.

Call to Order

Mayor Pro Tem Jenkins called the meeting to order and Council Member Sox gave the invocation. Mayor Pro Tem Jenkins led the assembly in the Pledge of Allegiance.

Approval of Minutes

Council Member James made a motion to approve March 7, 2023 and March 22, 2023 Regular Council Meeting minutes as written. Council Member Sox seconded the motion which was unanimously approved by roll call vote.

Public Comment Regarding Items on the Agenda

Mr. Shelby Judd – Item III. A. Mr. Judd stated that he was the co-owner and festival director of Hidden City Music Festival. He stated that Hidden City was born out of a desire to bring world class entertainment to the area and promote local businesses and highlight the City of Cayce. He stated that as a locally owned business, run by a Veteran he and the other co-owner understood the importance of hearing regulations and maintaining a positive relationship with the community. He stated that with Council's approval, Hidden City planned to conduct a firework display from approximately 8pm to 10 or 10:30pm depending on the noise Ordinance waiver. Mr. Judd stated that the majority of fireworks would be close proximity Pyro-technic stage near the festival area and would generate minimal noise. He stated that there would be a total of seven (7) launches of those types of fireworks which would last no longer than five (5) seconds each. He stated that towards the end of the display, they planned to incorporate Class Bravo fireworks, which were a step down in intensity from standard

Fourth of July fireworks. He stated that those combinations would last no longer than 10 seconds with a finale going for 30 to 60 seconds.

Mr. Judd stated that he wanted to address an article by WLTX from the March 22, 2023 Council Meeting, which claimed at last year's music festival the organizers did not have approval for fireworks but proceeded with a display despite being asked to stop by the police. He stated that information was inaccurate and misleading and he found it disappointing that WLTX did not contact him for clarification. He stated that due to an error in the approval process, they were granted permission to launch close proximity fireworks and at no time were they asked to stop, nor do they receive a citation for the fireworks. He stated that they did receive a citation for noise despite having a 45-minute noise Ordinance waiver which they believed was issued in error.

Mr. Judd stated that Hidden City had worked diligently both this year and last year to meet the requirements of the City Ordinance despite what they viewed as constantly moving goalposts and sometimes suggestive rules. He stated that they fully intended to comply with the rules. He stated that they acknowledged that the process had been a learning experience for both his team and the City. He stated that they were committed to being good stewards of the community while bringing a world class festival to Cayce. Mr. Judd stated that to address noise concerns they had proposed a plan that would limit their sound based on objective sound levels rather than the current subjective Ordinance. He stated that additionally, they were going to distribute hanger PSAs to the area affected by noise last year. He stated that this initiative aimed to achieve several goals; one (1) to inform the public about the festival schedule, two (2) notify residents about the fireworks display, which they believed could be enjoyed by the local community and three (3) provide a hotline number for the local community to call if they have any complaints or concerns during the festival. Mr. Judd stated that he wanted to emphasize a commitment to the local community and its businesses. He stated that last year they conservatively estimated that the music festival brought over \$500,000 in revenue to the local community and over two thousand of the attendees traveled over an hour and a half to come to Cayce. He stated that as Hidden City continued to grow, their goal was to forge long lasting partnerships with the City and local businesses while providing entertainment that everyone could enjoy.

Mr. Joseph McDougall – Item III. A. Mr. McDougall stated that he was a junior associate at McDougall, Self, Currence, McLeod Law Firm as well as part of Hidden City. He stated that he had deep ties to Cayce and Columbia. He stated that he grew up in Columbia and his cousin was Ms. Mendy Corder, the City's Municipal Clerk. He stated that their goal was to bring something unique and exciting to the Midlands and they believed the Hidden City Music Festival was the perfect opportunity to do that. He stated that they understood there had been some concerns raised regarding the noise level of the fireworks display proposed for the music festival as well as some miscommunications about the nature of the event and its impact on the community. Mr. McDougall stated that as event organizers, they were aware of the concerns, and they

ensured they would find a balance that accommodated both the community and the festival attendees.

Mr. McDougall stated that while they recognized that the noise generated by the fireworks could be disruptive, it was important to remember that it was a onetime annual occurrence. He stated that the firework display would be held on a single evening that would conclude by 10:30pm at the latest. He stated that by limiting the timeframe and providing proper notice to the community they aimed to minimize any potential disruption in the surrounding area. He stated that with clear communication and timely reminders of the event they believed that fireworks should not be an undue disruption for anyone in the vicinity. Mr. McDougall stated that it was important to recognize the type of event they were organizing was new and was the new norm for younger generations. He stated that Electronic music was the fastest growing music genre in the world and it resonated with today's youth in much the similar way as rock 'n 'roll did for previous generations. He stated that parents and authorities once viewed rock bands like Led Zeppelin, Guns and Roses, Kiss and even Elvis as loud and vulgar but these were the bands that shaped the soundtrack of everybody's youth. He stated that Electronic music faced the same similar unjustified stigma.

Mr. McDougall stated that their music festival aimed to bring people together to celebrate the community, showcase local businesses and provide memorable experiences for all attendees, especially those in the younger community. He stated that he believed that embracing the event and working with them to grow it could have a significant positive impact on the local community and the local economy. He stated that music festivals like EDC Vegas had generated over \$1.3 billion in revenue for their host city since 2011. He stated that EDC Orlando brought over \$50 million to Orlando in 2019. Mr. McDougall stated that they aspired to have similar results in Cayce. He stated that instead of resisting inevitable changes in musical and cultural trends they implored the City to adopt an innovative forward-thinking approach to embrace these developments. He stated that supporting the music festival and working with them to cultivate a world class event would not only put Cayce on a national map that would create a vibrant, inclusive environment that attracted younger generations to the City.

Mr. McDougall stated that they understood that there might be some opposition, but they wanted to assure everyone that they were committed to working with the community and maintaining a positive relationship. He stated that they genuinely cared about Cayce and the residents, and did not want to leave the community due to any misunderstandings or procedures. He stated that before making a decision based on perceived notions about the event, or its potential impact on the community, they encouraged Council to attend the festival and witness firsthand the positive atmosphere and vibrant celebration that it brought by experiencing the event. He stated that Council could make a more informed and accurate assessment of its true value and impact on the community. He stated that they believed that the music festival had the potential to be long lasting and foster a sense of unity among the residents. Mr. McDougall stated

that they were dedicated to building a strong partnership with the community ensuring that their event reflected the values and spirit of the people who call Cayce home.

Mr. Gerald Cromer – Item III. A. Mr. Cromer stated that he had lived in Cayce for 63 years. He stated that he used to attend car races at the Historic Columbia Speedway in Cayce and there were some nights that he could hear the cars running all the way down almost to 12th Street close to where he lived. He stated that no one had said anything about the sound level that would come from the music festival. He stated that he was surprised there was not anyone from his neighborhood in attendance since there were so many complaints last year. He stated that his neighborhood bordered on the edge of the speedway and he had a little bit of expertise in sound. He stated that he worked in broadcasting for almost 30 years and although audio was not his forte, his was in radio frequency transmissions, but he had to deal with audio. He stated that audio was measured in DB and it was not linear, but logarithmic. Mr. Cromer stated that a sound level of 10 DB, if it went to 20, that would be 10 times what it was at 10 DB. He stated that every time sound increased 10 DB, it was doubling 10 times the sound.

Mr. Cromer stated that fireworks were 145 DB. He stated that 115 DB was recommended for a maximum of 30 seconds before one would start having damage to their ears. He stated that sound was measured with sound level meters. He stated that he doubted if the City had one; but would need one if the City was going to have some control over sound level and fireworks. He stated that if the City was going to dictate to the festival organizers about sound level, then there would have to have some parameters to hold on to. He stated that if one could not measure the sound, how could they say it was too loud. He stated that the City should have a sound level meter and should have someone that was trained in using it because many factors went into how to use a sound level meter. Mr. Cromer stated that he doubted what he said was going to change anyone's vote but Council needed to know what they were voting on and how to measure some of the items they were voting on and talking about.

Items for Discussion and Possible Approval

A. Consideration of Fireworks Exemption Request for Hidden City Music Festival

Ms. Hegler stated that Council had this item before them at the March 22, 2023 Council Meeting and asked staff to get a timeline for the firework display and discharge timeline. She stated that as of that morning, and what was in Council's agenda packet on Friday, the State Fire Marshal permit was for 7pm to 9pm. She stated that staff received word from the Fire Marshal that the State Fire Marshal did extend that timeline to 7pm to 10:30pm. She stated that Council also asked about potentially putting together a firework permit and she talked to City Attorney, Mr. Crowe, about that potential so Council could set some potential parameters around their approval if that was their will. Ms. Hegler stated that there was a draft of the potential permit in Council's agenda packet. She stated that what was before Council, and it was deferred

form the last Council Meeting, was to grant an exception for fireworks. She stated that Council had information on timing from the Fire Marshal permit that she relayed to them as well as the information the event organizer mentioned earlier in the meeting of the timeline he was requesting and then a possible permit for their consideration.

Council Member Sox made a motion to approve exemption under Ordinance Section 29-47 for the Hidden City Music Festival, in accordance with the state permit that they had been granted allowing fireworks between the hours of 7pm and 10:30pm and asked that the City put a public notice out that Council had approved this ordinance exemption, so the City could better inform the citizens of the exemption that Council approved. Council Member Carter seconded the motion.

Council Member James asked City Attorney Crowe to help him better understand how, with Council giving a permit, what restrictions they had and how it lined up with the other Ordinance such as the noise Ordinance. Mr. Crowe stated that the permit was what was contemplated by section 20-47 Special Events permit to be approved by City Council. He stated that the example that he drafted and was included in Council's agenda packet had five (5) principal provisions. He stated that one (1) was that the terms or conditions of the permit were that the event applicant and the pyrotechnic company would comply with any federal, state, municipal regulations and requirements including any permits, so that would require compliance with the State Fire Marshal permit. He stated that in order to maintain order, if needed, the event applicant and pyrotechnic company would agree to cease the use of fireworks immediately upon the direction and sole discretion of the Cayce Fire Chief or his designee or the Cayce Police Chief or his designee as a public safety provision. Mr. Crowe stated that the third provision was that the event applicant and the pyrotechnic company agree that the permit could be revoked immediately, for violation of any term of the permit in the sole discretion of the Fire Chief or his designee or the Police Chief or his designee again, that would be a public safety issue. He stated that the fourth provision was the hours of use with range of discretion on Council's part. Mr. Crowe stated that he would say that Council could not, in keeping with the hierarchy of state and local law, grant hours beyond those granted by the State Fire Marshal but could grant lesser powers. He stated that Council could not be more permissive than the state but could be less permissive than the state. He stated that the final provision was that 24 hours prior to the event, the applicant host a \$2,500 bond against any violation of the permit or failure to comply, which would be refundable. He stated whether or not there was a violation would be the determination of the Fire Chief or Police Chief. He stated that was what he would call a good faith compliance bond. Mr. Crowe stated that since the fireworks division in the City code had very little teeth, by way of criminal penalty, that Ordinance provided for an infraction with a \$1,000 fine. He stated that the idea was that while that might be an appropriate remedy when dealing with a teenager setting off fireworks in the driveway, but when there was a special event, some other type of monetary enforcement might be well advised.

Council Member James stated that the reason he pointed that out was it seemed like a great deal has gone into the drafted permit that he requested from the last meeting and there were restrictions that might not have been there in the past. Mr. Crowe stated that Council Member James had asked earlier how it related to the noise Ordinance. He stated that the noise Ordinance was separate. He stated that the noise Ordinance set a timeframe for lower tolerance of loud noise from 10pm to 7am. He stated that the noise Ordinance discouraged loud noise after 10pm but allowed for a waiver of that time period, an extension to 11pm, by action of the City Manager or her designee. Mr. Crowe stated that the noise that resulted from the shooting of fireworks was not covered by that section since they were separate things. He stated that there could be a fireworks violation, but not a noise violation. Council Member James asked Mr. Crowe if the fireworks violation was up to City Council to give a permit and the noise Ordinance was up to the City Manager. Mr. Crowe stated that was correct.

Mayor Pro Tem Jenkins asked Mr. Crowe if the State Fire Marshal superseded the City's Ordinance. Mr. Crowe stated that the State Fire Marshal could set a time period within it was okay to shoot fireworks according to the state and the City could not extend that time but could restrict the hours within the State Fire Marshals determination. Council Member James asked Council Member Sox if his motion was to move until 10pm or 10:30pm. Council Member Sox stated that he realized that he misstated the section as 29-47 and not 20-47 so the motion would have to be restated. He stated that in that motion, he would like to include that the time period that Council allowed the fireworks fit within the state's approved permit and the permit that the City grants them. He stated that if the state's cutoff time was 10:30pm, and the event was approved to 10pm, than the hard stop for the fireworks was then, so the event could not go on with loud music and then stop at 10pm and fireworks start from 10pm to 10:30pm without music. Council Member James asked Mr. Crowe if he tracked that Council Member Sox was stating that he wanted to make sure that was consistent with the state. Mr. Crowe asked if he wanted to be consistent with the 10pm as well so, if it was 7pm to 10:30pm, or 7pm to 10pm.

Council Member Sox stated if it was 7pm to 10:30pm in the event permit that the City grants was a hard stop for music at 10pm then they would be able to shoot fireworks from 10pm to 10:30pm only. He stated that if the City granted a permit to 10:30pm it would still allow the fireworks to fit within the state permit and the City permit at 10:30pm. Mr. Crowe asked 7pm to 10:30pm even if the noise restriction was to 10pm so the event organizers could do fireworks after 10pm to 10:30pm. Council Member Sox stated that he would like them to coincide but also allow so it was not a hard stop at 10pm. He stated that it was his understanding that the permit had not been granted yet by the City for the event so if the event ran to 10:30pm, he wanted the fireworks to be allowed to 10:30pm and if the event ran to 10pm, he wanted them to be allowed to 10pm. Council Member Sox stated he wanted it to be in accordance with the state permit. Council Member James stated that Council did not have the event permit yet and he asked Council Member Sox if he was saying Council did not know if it was

stopping at 10pm or 10:30pm. Council Member Sox stated that yes, so considering that was the case, then he would revert back to his original motion that Council's decision just coincide with whatever the state permit was. He stated that he did not want that to hinder on staffs' decision as well, based on what time Council approved fireworks to end.

Mayor Pro Tem Jenkins stated that he needed clarification, because if Council issued the permit that Mr. Crowe worked hard on drafting and it stated 9pm. Mr. Crowe stated that the permit had 9pm on it because at the time he drafted it, 10:30pm was not an option, because 9pm was the cutoff time in the Fire Marshal's original determination. Mayor Pro Tem Jenkins stated that he was thinking about the citizens of Cayce. Mr. Crowe stated that under section 20-47 and the fireworks section, neither had a set end time. He stated that it did not set an end time for the special permit for fireworks. Mr. Crowe stated that in theory, the event could go to 11pm except that the Fire Marshal said the event could not go past 10:30pm.

Council Member Sox stated that fireworks were held at University of South Carolina football games and they were having a firework show after the spring game in a couple of weeks. He stated that the Columbia Fireflies also had firework shows regularly. He stated that he appreciated Mr. Cromer's remarks on the decibel ratings. He stated that the City allowed citizens to shoot unregulated fireworks that it was unknown what the decibel ratings were on the Fourth of July and on New Year's Eve without seeing what they were and approving the decimal rating. He stated that he thought Council should approve the special permit for the music festival. Council Member Sox stated that it seemed that the organizers wanted to put on an event that was lasting in Cayce. He stated that they wanted to work with staff from what he had heard from them. He stated that even before the last Council Meeting, he was told that they had been very cooperative and open with staff so he did not see why Council should withhold allowing fireworks to the event. He stated that he was under the understanding that there was about 4,500 people at last year's event with the majority of them coming in from out of state and out of town. Council Member Sox stated that he thought it was great for people to see Cayce and he thought he was great that the event organizers wanted to return to the City.

Mayor Pro Tem Jenkins stated that if Council approved the exemption then it would go through the City Manager and Mr. Crowe. He stated by approving the exemption, the City Manager would have no word in it. Mr. Crowe stated that the City Manager would be able to determine the noise hours which do not include fireworks. He stated that Council would set the fireworks time period and the City Manager would set the noise waiver. Ms. Hegler stated that Mayor Pro Tem Jenkins was pointing to the permit in the agenda packet which was fireworks specific. She stated that Council would set those parameters and it would become staff's responsibility to enforce those parameters. She stated that was separate, as Mr. Crowe just stated, from the overall administrative review of the rest of the event which was still ongoing.

Council Member Sox stated that Council had not touched on if they wanted to approve the motion that he originally made, or allow him to backtrack and rephrase it. He stated they had not discussed if they wanted to apply it to the Ordinance that Mr. Crowe put together for Council or if they wanted to apply it without that. Council Member James stated that he thought Council Member Sox's motion that was on the floor was to mirror that of what the State Fire Marshal had already permitted. Council Member Sox stated that was correct and not with the special event fireworks permit that was in the agenda packet. He stated that his motion had to be restated because it did not address the right section of the Ordinance. Council Member Sox withdrew his original motion and Council Member Carter withdrew his second.

Council Member Sox made a motion to approve exception under Ordinance Section 20-47 for the Hidden City Music Festival in accordance with the state permit that they had been granted, allowing fireworks between the hours of 7pm and 10:30pm and included that the City put a public notice out that Council had approved the firework Ordinance exemption. Council Member Carter seconded the motion. Council Member James voted yes. Mayor Pro Tem Jenkins voted no.

B. Acceptance of Donation of the Thomas A. Newman Boat Landing from Dominion Energy

Ms. Hegler stated that the City first entered into an agreement with then SC&G in 1983 to maintain the public boat access located on the Congaree River. She stated that was once historically known as Granby Landing. She stated that throughout the years, the City had made significant upgrades to the boat landing and maintained the parking area there. She stated that the City had continued to extend the lease at no cost with SCE&G and Dominion Energy had offered the City the generous donation of outright ownership of the Thomas A. Newman Boat Landing. Ms. Hegler stated that the reason that this item had come before Council as a request and a consideration was that the City was often in a situation where it could be granted monies to make improvements to the boat landing, but because the City did not own it, staff could not access those funds. She stated that the City had such an opportunity before it currently. She stated that Dominion had graciously offered the donation of land and staff's recommendation was to accept it. Ms. Hegler stated that Council was also asked to approve the agreement of the gift of property document that was in the agenda packet that was prepared by Dominion, and to authorize the City Manager to execute the agreement and any related closing documents and take such further actions as recommended by the City's attorney. She stated that Council would first be saying yes to accepting the donation and then all the subsequent paperwork that would go with that.

Council Member James stated that his motion was to postpone this item to the May 2 Council Meeting giving Council a little more time to be able to research. He stated that the land donation was a great gift but liability did come with a gift. He stated

that he had not had enough time to build good research into what this would mean to the City bringing on this piece of property. He stated that he did speak with the City Manager that afternoon and understood that there could be some other grants that could be connected to this in time and hopefully they would not go away in a 30-day period. Council Member Sox seconded the motion. Mayor Pro Tem Jenkins stated that from the time he started serving on Council the City had done work on the boat landing and that started with SCE&G. He stated that when Dominion bought the property from SCE&G all that went with it. Mayor Pro Tem Jenkins stated that now Dominion wanted to gift it to the City. He stated that the City had been spending City funds maintaining it and did not own it. He stated that now the City had a chance to own it, and not waste City funds. He stated that it was possible that Dominion might withdraw their gift to the City of Cayce if Council did not accept it that night. Mayor Pro Tem Jenkins stated that the City would still maintain the boat landing on the property and it would still cost the City money. He stated that he did not understand the logic behind not accepting the donation.

Council Member Sox stated that he was not opposed to it but would like some more time to research it given the state's unfair civil liability laws. He stated that he would love to know how many incidents happened there where the City might be in a predicament to be sued, based on the amount of incidents for the past few years. He stated he would like to know that before the City accepted the donation. He stated that was the reason he seconded the motion. Mayor Pro Tem Jenkins stated that he understood Council Member Sox's concern, but the City had insurance. Council Member James stated that anything the City did not own, it did not have to insure. Ms. Hegler stated that the City had to maintain it. Council Member James stated maintaining it versus owning were two (2) different things. Mayor Pro Tem Jenkins stated that was why the City had insurance.

Council Member Sox stated that there were all kinds of incidences where if something happened on the property the City could be sued depending on the insurance protections that the City had compared to the people that were in the incidents. He stated he just wanted to look at it a little further and get a little bit more information before he would be comfortable accepting it. Council Member Sox stated that given that the City had taken care of it for the past years, he expected that if Council did accept the donation, the property would be in great condition. Mayor Pro Tem Jenkins stated that Council had to put faith in their City Manager and City attorney to make sure that the I's were dotted and the T's crossed. He stated that was what they were there for. Mayor Pro Tem called the question. Council Members Carter, James and Sox voted yes. Mayor Pro Tem Jenkins voted no.

Committee Matters

- A. Approval to Enter the following Committee approved Minutes into the City's Record

Museum Commission – February 1, 2023
Events Committee – February 9, 2023

Council Member Sox made a motion to enter the Committee approved minutes into the record. Council Member Carter seconded the motion which was unanimously approved by roll call vote.

City Manager's Report

Ms. Hegler stated that she did not have anything to report.

Council Comments

Council Member Carter stated that the Soiree on State was the best day. He stated that it was wonderful and all the credit went to Ms. Corder, Ms. Hegler and the staff that put it together. Ms. Corder stated that the crowd size estimate was 3,500 people. Council Member Sox stated that was the highest attendance count estimate so far. Council Member James stated that Tartan Day was another great event.

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 appointment to fill the vacant City Prosecutor's position and approval of contract

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

Reconvene

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

Possible actions in follow up to Executive Session

- A. Appointment of a City Prosecutor

Council Member James made a motion to approve the contract and the appointment of the new City Prosecutor, Mr. Shawn Graham. Council Member Sox seconded the motion which was unanimously approved by roll call vote.

Adjourn

Council Member Carter made a motion to adjourn the meeting. Council Member James seconded the motion which was unanimously approved by roll call vote. There being no further business, the meeting adjourned at 6:54 p.m.

James Jenkins, Mayor Pro Tem

ATTEST:

Mendy Corder, CMC, Municipal Clerk



Mayor
Elise Partin

Mayor Pro-Tem
James E. Jenkins

Council Members
Phil Carter
Tim James
Hunter Sox

City Manager
Tracy Hegler

Deputy City Manager
Jim Crosland
Assistant City Manager
Michael Conley

**City of Cayce
Special Council Meeting
Budget Work Session
Wednesday, April 19, 2023**

A Special Council Meeting was held this afternoon at 2:00 p.m. in Council Chambers. Those present included Mayor Elise Partin, Mayor Pro Tem James Jenkins and Council Members Phil Carter and Tim James. City Manager Tracy Hegler, Deputy City Manager Jim Crosland, Assistant City Manager Michael Conley, Municipal Clerk Mendy Corder, Finance Director Kelly McMullen and IT Director Jamie Beckham were also in attendance.

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

Call to Order

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

Discussion Items

A. Discussion of Proposed FY2023/2024 General Fund Budget

Ms. Hegler stated that she was going to give a brief introduction regarding where the budget was at the moment and do a brief summary of the revenues and then the individual department managers and directors would review their proposed budgets with Council. She stated that the FY 23-24 General Fund budget was currently out of balance as it often was, at this point, by \$2,642,202. She stated that the projected revenues were \$19,074,337 and the projected expenditures were \$21,716,539. She stated that she would review some of the increases that staff knew of and some of the City's costs. She stated that the only increase proposed at that point was a \$2 per month increase in sanitation fees. Ms. Hegler stated that over time the City had been working to get the Sanitation Department to be self-sufficient. She stated that the department had some lease purchases payments that the increase would help cover.

Ms. Hegler stated that a cost of living adjustment for staff was not currently in the proposed budget but was included in the white paper as a 1%, 2% or 3% for Council to consider. She stated that there were a couple of large scale purchases that needed to be discussed that were not included in the budget because of the time it took to build items like a fire engine so staff and Council would have to look at ways to fund those type of items with long three-year lead times for development and how to obligate future budgets. She stated that funds for the Facade Grant Program were not currently in the budget but staff had received renewed interest in the program. She stated that as of

June 30, 2022, the General Fund had a fund balance of \$15,726,468 and that was with the addition of a \$1.5 million addition to the fund balance that was accrued last year.

Ms. Hegler reviewed a pie chart that illustrated where the City received its revenues. She stated that 27.6% of revenues were from property taxes, 27.4% were from licenses and permits and 27.2% were from grants. She stated that staff did a lot outside of traditional funding sources to get things done on behalf of the City. She stated that accommodations and hospitality taxes made up 7.6%, fines and forfeitures 1.1% and charges for services made up 9%.

Ms. Taylor Gray, Grants Manager, stated that she would like to start by thanking the General Fund Directors. She stated that they were a phenomenal resource for her in trying to find ways to allocate funding, and find ways to supplement funding through grants. She stated that they always were there to give her information. She stated that staff was always looking at alternative funding sources to leverage every dollar they could. She stated that staff was facing a lot of challenges with inflation. Ms. Gray reviewed a list of existing grants and one's staff planned to apply for in the current fiscal year. She stated that the opioid recovery grant funds, if awarded, would be used to fully fund the firefighters EMT equipment. She thanked Senator Lindsey Graham for supporting the \$858,000 grant funds the City was using to overhaul the complete technology system at the Police Department and being used to fully fund the rest of the City's obligation. Ms. Gray stated that staff was excited about finishing the Julius Felder sidewalk improvements and ADA additions. She stated that the City had also applied for funds through FEMA to fund portable and handheld radios for the Fire Department since they were in need of technology upgrades as well.

Mayor Partin stated that Ms. Gray's presentation was amazing and she loved seeing the teamwork and partnership among everyone. She stated that after reviewing past budgets it appeared that there was a bigger proportion of grants being a part of the City's revenue source. She stated that Ms. Gray was knocking it out of the park and Council was beyond thankful.

Mr. Jim Crosland, Deputy City Manager, reviewed some of the challenges the City faced in the upcoming budget. He stated that retirement increases for the employee portion was 1%, and health insurance was 3.7%, after increasing 16% and 18% in prior years. He stated that costs continued to rise and there were supply chain issues. He stated that changing customer expectations was a challenge because everyone was still used to the COVID generation where people were at home and not going into the office therefore people were paying their bills a little slower. He stated that City Hall had serious space limitations and was at capacity. Mr. Crosland stated that some employees were actually in closets that had been converted to offices.

Mr. Crosland reviewed the Administration budget. He stated that a replacement City vehicle for lease was requested to replace the 2012 Chevy Tahoe that was initially

a police vehicle. He stated that it would be replaced with a Ford Explorer that could be used to drive to conferences and other meetings. He stated that the prox card project had been completed at City Hall and staff now accessed the buildings with scan cards which also could be tracked. He stated that the City Garage, Parks and Sanitation building, and the Museum would be done next and then all City buildings would be on one system.

Ms. Mendy Corder, Municipal Clerk, reviewed the Public Buildings budget. She stated that she had requested a new awning for the drive thru in the Water Department because the current awning was original to the building and leaked any time it rained. She stated that the leaking water caused the electrical at the drive thru to short circuit and lose power. She stated that she also had requested new chairs for Council Chambers since they were showing their age and were very uncomfortable to sit in. She stated that she requested monies to contract for electrical services for City events since the City only had one (1) electrician to meet all the City's needs.

Mr. Thomas White, Sanitation Manager, thanked Council and Administration for the new trucks for his department. He stated that they were really needed and were already saving the City money since there were no longer high repair costs for the old trucks. He stated that he requested a new driver position for the City's new sweeper who would also drive a garbage truck. He stated that he requested a truckload of new roll carts to replace some of the roll carts purchased in 2008. He stated that they were falling apart and staff had to replace approximately 10 of them a week. Mr. White stated that he requested to replace one of his department's pickups that was a 2008 F-250 that had 160,000 miles. He stated that he wanted to replace it with a new pick up and his truck would be given to the Sanitation Supervisor to use for on-call calls.

Mayor Partin asked if staff was planning on applying for more grants to purchase recycle roll carts for the neighborhoods that did not have them yet. Mr. White stated that Ms. Gray was working on some grants and Public Works Administration was working with her. He stated that the more quantity purchased the cheaper the roll carts were but staff had only been able to purchase 300-400 at a time and that was not enough to supply an entire neighborhood. Council Member James asked how much of the City did not have recycle roll carts. Mr. White stated that only a 1/3 of the City currently had them. Mayor Partin asked if the recycle roll carts actually saved staff time and energy. She stated that recycling was tough because globally there was not as much of a market for recyclable materials. Mr. White stated that he thought it was worth it even though the City had to pay for it. He stated that it kept those items out of the landfill and off of the streets as litter. He stated that the community loved recycling and felt that it was necessary. Mayor Partin asked if the roll carts were more efficient in regards to man power. Mr. White stated that it was. Mayor Pro Tem Jenkins asked if staff ever tried to address the garbage that residents put out by their roll cart or trash can. He stated that he was asking because he had noticed that Sanitation staff had to spend extra time picking up the trash that was not placed in the roll cart. Mr. White stated that

when staff saw that issue they asked Code Enforcement to go by and talk to the resident. He stated that he and his staff did not mind picking those items up as long as they were placed by the curb the day of their pickup. He stated that if it was put out before their pickup day animals would get into it and it would get strewn all over the streets.

Mr. James Denny, Parks Manager, reviewed his budget. He thanked Council for all they had given his department in the past and thanked them for their support. He stated that he had requested a new position so he could create a Crew Leader position in his department. He stated that currently the Groundskeeper II was the position for the department's leaders and his staff did not have another position to grow into. He stated that he had requested an additional \$16,000 for tree services. He stated that there were huge cottonwood trees in the Riverwalk that needed to be cut down before they started dropping limbs. He stated that there were also a few trees in Guignard Park over a 100 feet tall that needed to be professionally removed.

Mr. Denny stated that Sanitation and Parks had been in their new building since 2016 and staff had asked to make some improvements to it by adding a range in the kitchen. He stated that would require a fire suppression system which cost approximately \$6,000. He stated that both departments got together occasionally to cook and eat lunch together and it was a way to show them how much they were appreciated for the hard work they do. Mr. Denny stated that he and his staff used Kabuto's more than their trucks to go from park to park and other areas within the City and they were getting old and needed to be replaced. He stated that the Kubota's on Timmerman Trail were the oldest and were starting to have a lot of mechanical problems. He stated that he also requested a grappler for the department's Bobcat so they could get more use out of it. He stated that they currently had a bucket attachment and a broom attachment and wanted to add a grappler attachment that would help in removing limbs and branches that fall off trees along the Riverwalk. He stated that it had reached a point where there was too much debris on the sides of the trail and it needed to be cut back.

Mr. Denny stated that he had requested a larger dock trailer to be used for the flower beds along Knox Abbott. He stated that they had an increasing need for mulch and it was almost impossible to get a truck there. He stated that it could also be used for City events. He stated that he requested a set of forks for the Bobcat that staff could use to move items around and keep the area clean where the department's building was located.

Mr. Carter asked if Dominion removed the stumps in the medians on 12th Street Extension. Mr. Denny stated that Parks staff removed the stumps. He stated that they had six (6) more to remove and then would plant the same type of plants that were being planted along Airport Blvd. Ms. Hegler stated that Dominion did provide funding for replanting since they removed the trees.

Mr. Mike Clayborn, Fleet Manager, reviewed his department's budget. He thanked Council for everything they had done for the Garage and his staff. He stated that his buildings were getting old and the garage roof needed to be replaced because it was leaking. He stated that he requested a carport to be put off the front of the tire building to provide shelter for staff when they were replacing tires. He stated that he requested updated computers that could communicate with the cars and it would cost \$6,000. He stated that the backup generator was at least 20 years old and needed to be replaced. He stated it was used to power the fuel pumps. Mr. Clayborn stated that he was retiring in August. He introduced Mr. Bill Clark who was training to fill his position when he retired. He stated that Mr. Clark had worked in mechanics all his life and would do a good job for the City.

Mayor Pro Tem Jenkins asked if the generator Mr. Clayborn requested was for backing up all of the garage. Mr. Clayborn stated no, it was just for the fuel pumps. He stated a larger generator would cost \$30,000 and he had requested it in past budgets but it was cut out of the budget. He stated that Ms. Gray was constantly looking for grants to fund the generator and hopefully they would be awarded the funds in the future. Mayor Partin stated that Council appreciated the focus on making sure that the City could provide municipal services in the event of an emergency.

Ms. Rochelle Smith, the Business Services Coordinator for Planning & Development, reviewed that department's budget along with Mr. Stuart Jones, the City's Building Official. Ms. Smith stated that they had requested a new full time Administrative Assistant position. She stated that the City was growing but the Planning and Development department had not grown and staff had more and more on their plate. She stated that she currently handled all business licenses, building permits and any type of construction permitting. She stated that she also processed hospitality tax and accommodations tax payments. She stated that her co-workers helped her when they could but they could not do their own jobs when they assisted her.

Ms. Smith stated that they were currently using Edmonds software which was actually a financial software that had been tweaked to do the bare minimum of what they needed. She stated that they still did everything by paper and if they needed to find something they had to search through files which was very inefficient. She stated that Code Enforcement did not have a way to do what they needed to do out in the field. She stated that there was not a customer database. Ms. Smith stated that customers could not do online payments and staff was not able to take any online payments. She stated that staff had recently started using a new, smaller software that made it possible for customers to pay online. She stated that they had received so many emails and thank yous from people because they could save time doing everything online. She stated that she had demoed 10 different types of software just to take a look and see what was out there. She stated that even the most basic software was miles and leagues ahead of what they currently had.

Mr. Jones stated they really needed software that was more user friendly, where reports could be pulled, the different divisions of permitting could be broken down and more accurately reported to. He stated that every five (5) years staff had to report to the community rating system for the floodplain management and then every five (5) years, they had to do a report to ISO for building code grading effectiveness. He stated that it was a very difficult report to pull with the software they currently had. Ms. Smith stated that they wanted to form a Stormwater Task Force to help educate the public more, send bulk mailers out, train staff, and hold different types of events to keep people aware.

Mr. Jones stated that they requested a new truck to replace his current 2012 truck that had 225,000 miles on it and the garage recommended rotating it out because of the wear and tear and the age of the vehicle. Ms. Smith stated that they requested docking stations to be more efficient in their department. She stated that currently they did not have the capability to be mobile and more efficient. She stated that they could be used at their desks and in meetings away from their desk or office. Ms. Smith presented data to illustrate how the City had been growing. She stated that in 2022, there were 188 new businesses in the City and 290 in 2023. She stated that in-city businesses grew from 47 to 92 in a year. She reviewed commercial values, showing building permits, new construction, additions, alterations, the totals and how they had increased from \$9.6 million in 2022 to \$21 million in 2023. She stated that a lot of that was from the new Lexington Rehab Hospital. She stated that residential had grown from \$7.4 to \$10.3 million in total construction values.

Ms. Smith stated that she conducted audits when time permitted and she had found \$154 million in revenue that was not taxed and the total came to 205. She stated that she would love to be able to take more time to do audits but just did not have the time. She stated that there had been some growth in hospitality tax and accommodations tax but the City would see an increase in the accommodations tax because the South Carolina Department of Revenue was working with City staff now. She stated that they let staff know of any short term rentals in the City and how much revenue they brought in. She stated that would really help with keeping track of it. Council Member Carter asked how many short term rentals the City currently had. Ms. Smith stated that the first report she received had 10 and someone had just come to City Hall that day to pay back two (2) years' worth of Air B&B that they had been doing in their house.

Mayor Partin asked if the Department of Revenue was giving staff the addresses of the short term rentals. Ms. Smith stated that they did not give the addresses. Mayor Partin asked why they had access to the addresses but the City did not. Mr. Conley stated that the City only received information on the ones that were identifying revenue to the State and staff still had to try to find those that were not reporting their revenue. Council Member James asked how many City ordinances they were violating by not registering their home. Mayor Partin stated they were violating the property registration

Ordinance and Ms. Smith stated that they were not paying the accommodations tax they were required to pay. Mr. Conley stated that code enforcement and Ms. Smith monitor the short term rental sites and had built a database. Ms. Hegler stated that Lexington County was in discussions about regulating short term rentals. She stated that the City could charge a fee but there were not many other places other than the City of Columbia who just adopted an additional fee for short term rentals. Mayor Partin asked if staff went online to look for short term rentals in the City. Ms. Smith stated that she spent a good amount of time online pulling short term rentals but the sites did not give the address. She stated that it only noted the area the home was located in so staff had to print pictures from the site and went out and try to locate the house from the picture which was very time consuming. Mike Conley stated that some of the software that staff was looking at already had a module that would allow them to track short term rentals.

Ms. Hegler stated that the software was geocoding which was parcel based. Council Member Carter stated asked if the potential software after year one (1) could get data about historical records the City currently had. Ms. Smith stated that she had discussed that with almost everyone they had met with and there was a way to do that for an additional fee. She stated that it was possible to upload everything that the City currently had for a cost. Mayor Partin asked where the Administrative Assistant's office would be. Mr. Conley stated that person would probably go into Ms. Smith's current office. He stated that Ms. Smith needed an office where she could focus on the amount of work she was doing and to do audits. Mayor Pro Tem Jenkins suggested getting a modular building to house more offices. Mayor Partin stated that she gave up her office at City Hall over a decade ago and a lot of a lot of cities not only had a Mayor's office but an office for Council. She stated that the City had done an amazing job of moving forward and continuing to place people in but at some point they were going to have to address a new City Hall. She stated that she appreciated the willingness of staff to do what they could with what they had.

Mayor Partin asked about the online payments Ms. Smith mentioned. Ms. Smith stated that a couple months ago, staff started using Cognito, which was a form and payment kind of software. She stated that since then, she had loaded business licensing, home occupations, property registration, and worked out a way to send invoices for permits. She stated that she was about to add hospitality tax and accommodations tax too because she knew it was really an inconvenience for people to have to come to City Hall to make a payment or mail it in. She stated that it was similar to the State portal but with the software staff was using they could do new businesses as well as renewals whereas the State was restricted to just renewals. Ms. Hegler stated that Ms. Smith was considered an expert on the State portal. She stated that she had been asked to speak at conferences and talk about her experience with it. She stated that Ms. Smith was a real resource for MASC.

Ms. Rachel Stuckey, Clerk of Court, presented her department's budget. She stated that she had requested an updated jury box that would cost \$4,000. She stated that the Police Officers sit in the jury box as well and their gear did not fit in the chairs. She stated that she would like to find a long bench style seating so more people could fit on it and it would not be an obstruction for the officers to sit there. She stated that she had requested CJT software maintenance that would cost \$1,000 a month. She stated that it might be a lower fee because the company did a sliding scale based on how many tickets were paid online. She stated that an online payment system was built into the new software and they were going to that because the Police Department was going to Smart Cop.

Ms. Stuckey stated that the Court currently had 150 outstanding traffic tickets that were past due date. She stated that when she first took over as the Clerk of Court there were 700 outstanding traffic tickets. She stated that when she first started there were 350 jury trials scheduled and now they were down to 48. She stated that they were entirely caught up from anything COVID related. She stated that the City's new Prosecutor, Mr. Shawn Graham, started the past week. She stated that she appreciated Council appointing him and he had been great. She stated that he hit the ground running and handled everything wonderfully for Court.

Ms. Stuckey stated that she might request to change one item in her budget. She stated that the Judges were paid \$500 a day when they worked outside of their contract. She stated that they were contracted to work Tuesday mornings and Thursday afternoons. She stated that she would like to double the budget from \$5,000 to \$10,000 to cover all the jury trials the Judges had to work. Mayor Partin asked if that cost was in line with industry standards. Ms. Stuckey stated that cost was normal but some built in two (2) days into their contract. She stated both Judges had one (1) more year on their contract but that might be something to look into when redoing their contracts.

Mr. Andy Thomas, Cayce Historical Museum Curator, presented his budget. He stated that wanted to share with Council some of the successes of the Museum for the year. He stated that the Columbia Speedway exhibit opened and there was a lot of interest in it. He stated that they had done several successful lecture programs and had a sweetgrass basket maker who held a class with 25 people and they just raved about it. He stated that they also told the story of Dave Drake, the African American potter from Edgefield County and they held a lecture on Lexington County quilts, which was very successful. He stated that they were holding a lecture on the quarry the following night.

Mr. Thomas stated that the Museum had a successful Christmas open house and a successful Colonial Village at Tartan Day South in which the Cayce Museum took the lead in organizing and bringing all the colonial village together. He stated that for the first time since 1987, the Museum Commission had new bylaws and they were

really excited about that. He stated that there was ongoing repair work being done to the historical cabin's roof. He stated that the creation of the African American exhibit was going forward and was about 50% completed. Mr. Thomas stated that he had all the objects for the exhibit and hopefully, by the end of April or early May, they would be able to open the African American exhibit. He stated that the Museum Commission was in the process of creating a new 501(C) 3 organization which would help with fundraising for the Museum. He stated that they would also be doing strategic planning for the first time in many, many decades and were looking forward to that.

Mr. Thomas stated that he was continuing to look at options to repair the ceiling in the Fire and Police exhibit and also needed to repair the upstairs windows in the Museum. He stated that the Museum currently had wooden windows on the top floor and rain had poured down on those windows for many years causing them to rot. He stated that he had requested to replace the windows and add a gutter system to divert the water coming down on the roof of the Museum. He stated that he also requested more money for Phase Two for the Public Safety exhibit to get the ceiling repaired, along with the walls and floors. He stated that he wanted to get the exhibit cases ready and do some printing for that exhibit. He stated that he was really excited to tell the history of the City's Police and Fire Departments with the exhibit.

Mr. Thomas stated that the Museum's African American Committee would like to add some artwork to the African American exhibit so he was requesting additional monies to purchase a local artists artwork. He stated that Mr. Larry Levy was a painter who had paintings in the White House and the Vatican and they wanted to acquire some of his prints for the exhibit. He stated that last year, they acquired all of the dollars that were connected with series seven of the Confederate that was printed in South Carolina and would like to do a small exhibit on money during the 19th century. He stated that it would also include stamps. Mr. Thomas stated that he wanted to tell the stories of when Sherman walked in and found his soldiers playing poker with Confederate money.

Mr. Thomas stated that the Museum had an opportunity to do a fundraising tour in the fall of a historic home on Deliesseline. He stated that it was a house that was owned by one of the Guignard family members that was built in the late 30s or early 40s. He stated that there was a Guignard family member who also lived in a house that was connected with the Guignard family. He stated that there was also the historic kilns so they would like to do a historic tour to include all three. Mr. Thomas stated that he would like to hire an architectural interpreter for the tour. He stated that he would like to use that to raise money for the Museum and put it in as a starter for the 501(C) 3.

Mr. Thomas stated that the 250th anniversary of the Declaration of Independence was in 2026. He stated that a lot of people would visit South Carolina to look at Revolutionary War sites and he stated that hopefully the Museum, could become a nexus for that, and bring people in to take a look at the exhibit. He stated that he had

been assigned to set up tours for the 12,000 Year History Park which had been successful. He stated that the Park currently did not have a line item in the budget. He stated that he would like to spend funds for advertising and promoting the park so he had requested some monies for that. He stated that lastly he would like purchase some scanners to be able to handle the documents the Museum had, some of which were very fragile documents and some were very large documents. He stated that they were looking at a couple of different standards to be able to digitally scan those documents and before they were lost due to some of them falling apart. Mr. Thomas thanked Council for their time.

Mr. Jamie Beckham, IT Director, stated that he had a lot of equipment that he ordered at the end of the 21-22 budget cycle that he was still slowly getting in and he was still waiting on a lot of equipment he ordered at the beginning of this year that were still coming in. He stated that he was starting to move a lot of things along that he requested last year such as the network rebuild. He stated that the City would be moving to a more redundant set of firewalls and more secure remote access for staff. He stated that Council approved a part time position for IT last year for a helpdesk person but he had experienced a real problem filling that position because it was a part time position. He stated that plenty of qualified people were interested but were looking for full time work so he was requesting to reclass it to a full time position. He stated that he had a new employee starting the next day that he found through a recruiting and staffing agency.

Mr. Beckham stated that he was doing a bit of succession planning since he had been with the City 25 years. He stated that he did not plan to retire anytime soon but was trying to forecast down the road and start passing on institutional knowledge and get a couple of people that he could train up. He stated that he did his best to document everything but there was a lot of information that someone else needed to be trained on. He stated that there was equipment that needed to be replaced earlier than planned that he was having problems with. He stated that he was starting to see some of the City's equipment that was in the four and five year range really struggling. He stated that one of the things he was doing to combat that upfront was upgrading the City's minimum PC specs, which also raised the cost a little. He stated that he was also trying to make staff more mobile and more efficient when they were moving around. He stated that when appropriate, when replacing desktops, he was trying to put people down to more of a laptop and a docking station situation. He stated that when they were replaced it would cost a little more up front. He stated that he requested a vehicle for his staff to drive to the City's various buildings and outposts.

Mayor Partin stated that the work Mr. Beckham did was very important to keep the City safe. She stated that years ago she was at a MASC board meeting, and everyone was raving about Cayce because of the work that Mr. Beckham was doing in being proactive about safety and security. Mr. Beckham stated that one of the biggest challenges was that security had really become inconvenient and he had to try to find

that right balance between keeping staff from working at all versus trying to keep things secure. He stated that it was a constant balancing act and that was why he was doing the network improvements to try to get a better eye on things and try to get a little more control.

Ms. Kelly McMullen, Finance Director, stated that she would like to update Council on where finance had come. She stated that she was constantly looking at ways to integrate timekeeping ways to get position control because they wanted to be able to be as transparent as possible. She stated that her ultimate goal was to not only show the citizens the transparency, but to make it easier Council to log in to the software and see exactly how the City was doing financially. She stated that her goal for the future was to have a live dashboard online. She stated that Finance had gone through several changes since she started in 2020. She stated that the City now had a new auditor and had switched banks, and both were doing great. She stated that with those changes came added responsibilities but they were responsibilities that should have been theirs prior to her starting with the City but they were more the auditors. She stated that all those were now flowing back into Finance where they belonged.

Ms. McMullen stated that she had been working with the auditor who was great. She stated that she was getting all of their schedules in place and compiling their own Annual Comprehensive Finance Report (ACFR) themselves. She stated that they were doing all their own accruals. She stated that she was constantly renegotiating the City's contract with its bank. She stated that with the prior bank, she was budgeting roughly \$20,000 annually to pay bank fees and as of several months ago, the City just renegotiated the contract and was expected to earn about 10 to \$12,000 in interest a month. She stated that instead of spending \$16,000, the City was now making \$12,000 a month which was an added revenue source. She stated that she and her staff were compiling all of the City's bank accounts and creating agreements with Synovus to give the City the best interest rate available on those funds.

Ms. McMullen stated that Ms. Hegler mentioned assessments earlier. She stated that with inflation, the change in the housing market was insane and hard to keep track of. She stated that she had noticed that the City was having so far a 4% increase to all of its assessments and its assessments had gone from about \$58 million to about \$61 million. She stated that was all inclusive to include real estate, boats, mobile homes and cars. She stated that one had to remember that taxes were always one (1) year behind so, all those assessment values were based more on the October 2022 timeframe. She stated that basically, when one purchased a home, they are buying it at that level that they purchased it at so a \$100,000 home 20 years ago, could sell for \$250,000. She stated that the State sent the CPI for calculation for millage increases, if Council were so inclined, however the current budget did not have a millage increase in it. She stated that the CPI was currently budgeted for 2024 at 8% per the State.

Council Member Carter stated that he appreciated the changes and the advances that had been made since Ms. McMullen had started with the City. He stated that it was done in a way that he could understand it easily. Ms. Hegler stated that Ms. McMullen mentioned the internal process work and part of that was the extra work that Finance should have always been taken on and it made the City's audits that much better. She stated that it was extra work for Finance but it created much more transparency in the City's system. She stated that Ms. McMullen was very thoughtful about the City's budget lines and creating project budgets for all the grants that the City was awarded. She stated that it was very clear how much came in from a grant, how much went out and staff then knew where to charge that. Ms. Hegler stated that was not always the case in the past. She stated that Ms. McMullen had a really good tracking mechanism for where the fund balance funds were going and coming from. She stated that Ms. McMullen was doing a great job.

Mr. Steven Bullard, Fire Chief, presented his department's budget. He stated that in January 2022 the Public Safety Department split into separate departments of Fire and Police. He thanked Council for allowing that to happen. He stated that he thought it had been a great benefit for the City and he had been able to increase staffing. He stated that the Fire Department had added three (3) Battalion Chiefs which increased each shift to seven (7) firefighters. He stated that the Fire Department had implemented a 24-hour pay system so the firefighters were actually getting paid for every hour that they were there working. He stated that they were currently in a trial phase of a 48-96 hour shift, which reduced stress and had more healthy benefits for the firefighters. Chief Bullard stated that they were working two (2) days on and then had four (4) days off. He stated that they were in week 11 of the 12-week trial and everyone loved it and it had helped with recruitment of people who lived out of state or lived further away within the state. He stated that instead of having to drive to work 10 days a month they only had to drive to work five (5) days a month. He stated that it cut down on their gas bill and people were more excited to come back to work.

Chief Bullard stated that they had been able to update some older equipment to meet their current needs and established true policies and procedures for the Fire Department. He stated that they had improved the City's ISO rating from a three (3) to a two (2) and were so close to getting the one (1) rating. Council Member James asked how close they were to the one (1) rating. Chief Bullard stated it was based on a 100 point system and they were five (5) points away from the number one (1). Council Member James asked when they reached that five (5) points would Chief Bullard call or have to wait for them to come back. Chief Bullard stated that he would call them and he planned on calling them later in the year to get it done.

Chief Bullard stated that the Fire Department's staffing had been consistently full. He stated that they had increased their standards and were hiring and retaining better qualified personnel. He stated that they had built a culture and a morale that people were fighting to come to. He stated that their last interview panel had 27 applicants

from all over the country. He stated that their call volume had increased quite a bit in the past year. He stated that in 2022 they ran 1,947 calls, which was a 31% increase from the prior year, during the same timeframe. He stated that most of those were medical calls and this year about 64% had been medical calls and only 3% had been fire calls. He stated that their turnout time which was how fast they got out of the station from the time the call was received was about 82% in meeting the NFPA standard, which was a minute and 30 seconds. Council Member James asked what dictated that time. Chief Bullard stated that there were several factors - time of day, radio traffic, etc. He stated that one year prior, the department was at 63% so they had about a 20% increase in their effectiveness. He stated that the NFPA standard for total response time, how long it took them to get on scene, was eight (8) minutes and they were meeting that about 83% of the time, which was a 2% increase from the year prior. Chief Bullard stated that their response time had a lot to do with the area the City covered. He stated that Hunters Mill and Bluff Road took longer times to get there so that skewed their numbers a little bit.

Council Member James stated that less than 80% was great. Chief Bullard stated that they should be close to 100% since they were pretty centrally located. He stated that future additional fire stations would help accommodate some of that and give them better response times. Council Member James asked how many times the City's Fire Department arrived on scene for medical calls before the County. Chief Bullard stated that the City arrived there first the majority of the time. Council Member James stated that there were pros of why the City should offer that and continue to offer it because they were saving lives. Mayor Partin stated that she absolutely agreed with that but it was more of a burden on City staff and the County should be rolling more ambulances if there was more of a need. She stated that if medical calls had increased so much shouldn't the County step up for some of that. Chief Bullard stated that fire services were going in the direction of taking a more medical side so they provided more medical training. He stated that they spent the majority of their time doing medical training since those were the most calls they ran. Mayor Partin stated that she was beyond thankful for that but wanted to make sure it was not a burden on staff if it was someone else's responsibility to be stepping up and shouldering some of that.

Assistant Fire Chief Ryan Gates stated that there was a great deal of benefit to running medical calls. He stated that it put staff in the community a lot more and making contact with their citizens. He stated that also when they were in homes for a medical call they were looking to make sure they had smoke detectors so after the initial medical incident was over, they went back to that location to look for things of that nature. He stated that when they went to medical calls, they were doing pre plans and getting to know the area better. He stated that the only real solid way to do that was actually truly running the calls to get their drivers the training they needed in those high stress situations. He stated that there were a lot more benefits than just the service call itself.

Chief Bullard stated that he was requesting a fire marshal and two (2) firefighter positions based on the request that Council approved for the FEMA grant AFG grant. He stated that hopefully they would hear soon on that, but it had been a year before people received word on being awarded the grants. He stated that he requested headsets for their apparatus which would improve communication and the safety for the firefighters out there. He stated that he requested computers for the trucks which would allow for reduced radio traffic. He stated that it would enable them to see live CAD data, all the streets and all their hydrants. Chief Bullard stated that he requested an exhaust removal system that would go into their apparatus bay and hook to the tailpipes of their apparatus and remove all the diesel particulate out of the building. He stated that way the fumes were not staying stagnant in the bay, while they were out there breathing it in.

Chief Bullard stated that he had requested a kitchen and bathroom up fit. He stated that he did not think the buildings had ever been renovated and with increased staffing, everything had to be rearranged to allow for more comfortable living space. He stated that their current refrigerator was packed full every day. He stated that they purchased a large three (3) door refrigerator with funds from the 1% fund and now had to make room for that. He stated that he requested an alerting system that alerts them to a call. He stated that currently they relied on a cell phone app to alert them to calls which did not always worked on the cinderblock building that had dead spots in it sometimes. He stated that the system was built into the station and hooked up with their dispatch system. Assistant Chief Gates stated that the station alerting technology had increased greatly over the last decade or two and the systems they were looking at were fairly basic systems. He stated that the software could control the lights and volume in different areas, it could be programmed to shut off the stove, it could automatically shut the bay doors behind them after they pull out after a certain time in case they forget to do that because they were currently using a garage door remote. He stated that the capabilities were endless with it. Chief Bullard stated that the department currently had an SUV that was purchased in 2017 that was being used as the battalion vehicle. He stated that they wanted to get the fire gear out of the passenger compartment so they were not breathing in all those chemicals while they are in the vehicle so they were asking to replace it with a pickup truck.

Mr. Chris Cowan, Police Chief, presented his department's budget. He stated that he and his staff had taken a really proactive approach to criminal enforcement and community policing. He stated that he was really proud of the team. He stated that they seized 85 weapons the prior year, made 786 custodial arrests, and had an average increase of traffic enforcement of 176%. He stated that simply meant that the people in the department had been out and they had been visible, and they were policing and they had been doing a great job of it while at the same time they had been increasing their community involvement exponentially.

Chief Cowan stated that they had created some new programs at no cost to the City where they now had a new social worker program and had two (2) social workers embedded in the department and working with officers to reduce calls for service. He stated that 80 to 85% of calls for service for law enforcement across the state had a mental health component and their goal was to try to prevent continual calls for service by having the social workers embedded in the department. He stated that they could review the cases that the officers were working and try to make contact with the individuals that the officers were working with and try to provide them additional resources outside of jail or the hospital. He stated that they were doing a very good job of that and hopefully by the end of the year they would have some really good statistics about how they had reduced calls for service. Chief Cowan stated that some of the other agencies that were using social workers had seen a 25 to 30% reduction in calls for service, during a time that calls for service were going up.

Chief Cowan stated that the department's School to Squad Program, Myles Pinkney from Benedict College, graduated May 5 and was going to the police academy on June 12 and would be going from a school component to a squad component. He stated that they were really proud of that program and excited about it. He stated that they had also created a new partnership with the Secret Service since about two thirds of law enforcement calls for service involved a digital component. He stated that the Secret Service had a program where the department would partner with them and they provided them extensive amounts of equipment and training. Chief Cowan stated that instead of having to utilize other law enforcement agencies to do the digital components of an investigation, they could do them in house. He stated that their long term goal was to start doing that for other agencies and charge them for that service so that they could recoup some for their expenditures.

Chief Cowan stated that they had a new Internet Crimes Against Children component that they were working on. He stated that it was growing rapidly as well as the canine unit. He stated that there was a new direction with the City's narcotics intervention team with a program that had been in place for many years with Lexington County. He stated that the department's sergeant was really being proactive and working criminal enforcement in the City. He stated that they had done a lot of things to streamline and really try to create better opportunity for their staff and citizens. He stated that they were trying to streamline their records management program with Smart Cop coming online thanks to Council. He stated that AXON was going to innovate what they did digitally, and how the officers operated, as well as administrative staff, who had worked really hard to get to this point. He stated that they had been spending a lot of time focusing on their leadership investment, and trying to create an opportunity to grow their leadership team.

Chief Cowan stated that violent crime in the United States was up 54% and it was up 80% in South Carolina. He stated that they had to continue to come up with ways to proactively police, and build community programs to reduce the impact to the

City's citizens and to the City. He stated that South Carolina was the third fastest growing state in the country and the City would have an impact of that both by people traveling through as well as people moving there. He stated that there were 5,100 law enforcement jobs currently open in the state and they were feeling the impact of that. He stated that it was an extremely competitive market and the City was competing with state revenues and state salaries that were 20 to 30% higher than what some of the local agencies were paying. Chief Cowan stated that they were also competing with local agencies that were paying 15 to 20% higher salaries than the City was. He stated that it was competitive in the fact that the City had openings, but it was also competitive in the fact that other agencies were stealing the City's people because they were paying them more. He stated that they wanted to continue to evolve and thanks to Council they were able to do some very strong increases in salaries last year, which made the City more competitive and they wanted to continue on that route.

Chief Cowan stated that in 2021 they had 10,748 calls and this year there had been 11,700 calls for service. He stated that traffic stops were up and cases assigned were down. He stated that the reason cases and criminal investigations were down was because they had a new lieutenant and a new process of how they process cases and investigations and how they assign them. He stated that they were more proactive and more productive in the outreach that they were doing with victims. He stated that he was concerned about the number of traffic collisions they were working and was looking at how and why they worked them and what other agencies could do and should be doing. He stated that their Animal Services calls went up and the Park Safety team had been very proactive, comparatively to other agencies in the state.

Chief Cowan stated that he and his staff were trying to look at how they dealt with the increase for calls for service and the increase in crime and one of the ways they did that was to look at new ways to do interdiction. He stated that Ms. Gray had worked with them on an opioid grant to try to come up with some ways that they could deal with interdiction on that side. He stated that he was requesting increases in their overtime budget, so they could deal with major crimes with training, because they had to stay ahead of the curve. He stated that they had increased costs on uniforms and equipment, recruitment, retention, health and wellness. He stated that they were looking at ways to automate their records management area and how to charge people online for the services that they provided when it came to records management. Chief Cowan stated that they were looking at credit card payment systems and also looking at restitution for cases that involved drugs where they had to pay for the actual processing of the drug cases. He stated that they were looking at ways that they could force restitution on the suspects to pay the City back for those charges. He stated that he was asking for additional staffing and he thanked Council for approving them going after the gang investigator and the violent crime investigator grant.

Chief Cowan stated that they needed another records clerk and most agencies their size or smaller had two and three records clerks. He stated that the City's records

clerk was doing so much for the City as a whole so they were trying to streamline what she was working with to take some burdens off of her. He stated that in the process of doing that, they had identified that her workload was that of three people so they were doing some things to offset that by assigning people to help her. He stated that they did need another records clerk tremendously. He stated that they needed an administrative staff and the way to build that was by accommodating the influx of requests that they get every day. He stated that they needed to continue to grow the City's patrol division as the City continued to grow. He stated that as their calls for service increased, they needed to make sure that they were not burning out their team. Chief Cowan stated that they needed to make sure that they were comparable to other agencies that were their size or smaller. He stated that in order to do that, they needed to grow by a minimum of two positions next year and they had a five-year plan to try to continue to do that as the city grows.

Chief Cowan stated that they really wanted their AXON program to grow since they knew the feds had to contribute money to cover that program. He stated that they wanted to turn that system into what was called license plate readers. He stated that if there was a shooting in an apartment complex or a neighborhood, if the City's officers had LPR's in their cars they could scan every car that went in and went out of that location, before, during and after. He stated that it was a great investigative tool and agencies that were using it were finding their criminal apprehension increase.

Chief Cowan stated that in FY26, they were going to be forced to replace every single radio within the department. He stated that currently they could not communicate with Richland County or Lexington County, because their radios were encrypted, and the City's were not. He stated that they could spend \$120 to \$130,000 next year to replace some of the radios and get the encryption keys but the next year after that, they would have to replace every single radio anyway. He stated that their request was to come up with a plan, he stated that he knew there were other needs for the ARPA funds, but they were looking at about \$500,000 to come through and completely replace every single one of their radios. Chief Cowan stated that it was an Officer safety issue and they had to be able to communicate. He stated that they had brought down the cost by moving away from Motorola radios and moved to Kenwood radios which were half the cost.

Chief Cowan stated that floods, hurricanes and crisis happen so he wanted to put the City on a rotation for being able to provide food rations for all staff. He stated that in order to do that, they needed \$9,000 every year to be able to replace the food rations they had that would last the entire City staff was actually due to expire this year. He stated that they needed to start that rotation and start replacing it. He stated that he was really asking that Council consider a COLA increase for all City employees, because that would continue to help make the City competitive and continue to put them in a situation where they could continue to compete with other agencies. He stated that he was working with Ms. McMullen on a plan to replace vehicles. He stated that a good

portion of their fleet had 136,000 to 145,000 miles on them and the police industry standard was 120,000 to 125,000 to replace vehicles. He stated that they wanted to replace five (5) more vehicles this year as part of their request.

Mayor Pro Tem Jenkins asked Chief Cowan what his department did with the weapons that they confiscated. Chief Cowan stated that he was really proud of the fact that they had done a complete evidence overhaul that needed to be done and taken all the evidence that were weapons related and sold them to a group in Tennessee that then purchase patrol rifles with the proceeds. Mayor Pro Tem Jenkins asked if it would be better to just burn the weapons. Chief Cowan stated that there were different schools of thought but why not take the product that would protect the City's officers and not go back to the taxpayer to provide that to the officers. He stated that his stance was his officers needed patrol rifles and that was the best way to do it in the most efficient way they could do it.

Adjourn

Mayor Pro Tem Jenkins made a motion to adjourn. Council Member James seconded the motion which was unanimously approved by roll call vote. There being no further business, the meeting adjourned at 4:48 p.m.

Elise Partin, Mayor

ATTEST:

Mendy Corder, CMC, Municipal Clerk



Mayor
Elise Partin

Mayor Pro-Tem
James E. Jenkins

Council Members
Phil Carter
Tim James
Hunter Sox

City Manager
Tracy Hegler

Deputy City Manager
Jim Crosland
Assistant City Manager
Michael Conley

**City of Cayce
Regular Council Meeting
Wednesday, April 19, 2023**

The April 19, 2023 Regular Council Meeting was held this evening at 5:00 p.m. in Council Chambers. Those present included Mayor Elise Partin, Mayor Pro Tem James Jenkins and Council Members Phil Carter, Tim James and Hunter Sox. City Manager Tracy Hegler, Deputy City Manager Jim Crosland, Assistant City Manager Michael Conley, Municipal Clerk Mendy Corder, Police Chief Chris Cowan, Fire Chief Steven Bullard, Finance Director Kelly McMullen, Human Resources Director Lynn Dooley, Utility Director Betsy Catchings and City Attorney Danny Crowe were also in attendance.

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

Call to Order

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

Public Comment Regarding Items on the Agenda

No one signed up for Public Comment.

Presentations

- A. Presentation of the City of Cayce FY 2021-2022 Annual Comprehensive Financial Report by Mauldin & Jenkins, CPA

Mr. Grant Davis presented the FY 2021-2022 Annual Comprehensive Financial Report to Council. He stated that the total assets of the City at the end of fiscal year 2022 were approximately \$202 million and the largest portion of that was capital assets. He stated that the City's accumulated depreciation was approximately \$160 million. He stated that the City's unrestricted cash was \$20 million and restricted cash for a variety of items was \$17.3 million. He stated that the City's liabilities were \$89 million. Mr. Davis stated that the net pension liability, which fluctuated from year to year, was \$19.8 million which was a decline from the past year. He stated that he was sure it would go right back up. He stated that the City's revenue bonds payable, specific to the Utility Fund was \$50 million. He stated that the City's net position was approximately \$113 million which was up about \$2.4 million from fiscal year 21.

Mr. Davis stated that the City had \$11 million in total assets of the General Fund and the largest portion of that was cash. He stated that it was a very liquid balance

sheet with \$8.5 million in cash of the General Fund versus liabilities of \$1.2 million which gave the City a fund balance of \$9.6 million. He stated that it was important when looking at the fund balance to look at the portion that was unassigned. He stated that unassigned represented about \$8.4 million of the \$9.6 total therefore a significant portion of that was unassigned. He stated that it was a very liquid fund balance and that unassigned figure was basically available to be spent in light of its composition. He stated that the City's General Fund spent \$15.3 million in fiscal year 22 which was \$1.3 million a month in spending of the General Fund. He stated that the total fund balance was about seven (7) months of spending basically on hand. Mr. Davis stated that theoretically, if the City did not take in another dollar it would be able to operate it fiscal year 22 spending levels in the General Fund for seven (7) months. He stated that the unassigned portion would give six (6) months of fund balance on hand, and the general fund unassigned so theoretically, if the City did not take in another dollar, it would have money to operate for another six months.

Mr. Davis stated that the General Fund had an income statement of \$14 million in revenues versus \$15.3 million in expenditures. He stated that the "Other Financing Sources and Uses" section included a variety of items, including transfers between funds, the issuance of debt, sale of any assets and it netted to an increase of \$1.8 million so overall, the fund balance in the General Fund increased \$695,000 from fiscal year 21 to fiscal year 22.

Mr. Davis stated that the Utility Funds statements showed a pretty large asset balance just due to the infrastructure that had ultimately been invested in that system. He stated that at the end of fiscal year 22 it had \$160 million in assets versus liabilities of about \$62 million. He stated that the largest portion of that was the revenue bonds and state revolving loan funds outstanding an equity of \$97 million in the Utility Fund. He stated that the income statement showed revenues of \$19 million and expenditures of \$19.2 million. He stated that the net position or the equity of the Utility Fund was approximately \$100,000 so there was an increase in equity of \$100,000. Mr. Davis stated that the Utility Fund cash flow statement showed cash generated from operating activities. He stated that there was \$5.8 million and that was cash coming in from customers and users and then minus any amounts payable to vendors and suppliers. He stated that was \$5.8 million coming in. He stated that \$2.5 million was spent on reinvestment and infrastructure and capital assets, which was obviously very positive, and was a portion that was spent to repay the long-term debt outstanding. He stated that \$1.6 million was in interest, \$3.1 million in principle, and then some additional proceeds coming in from SRF loans, and capacity charges, rounding all that out so the Utility Fund experienced an increase in its cash position of \$1.4 million up from \$16.2 to \$17.7 million. Mr. Davis stated that the City had a clean audit report and very positive financial results specifically for the General Fund and Utilities Fund.

Items for Discussion and Possible Approval

A. Discussion and Approval of Bid Award for Brownfield Environmental Consulting Services

Ms. Hegler stated that the City sought professional services from a qualified and experienced environmental consulting firm to conduct consulting services for the EPA Brownfields Assessment Grant that the City was awarded which was \$500,000. She stated that since that time, staff had been working with the EPA to get a work program approved. She stated that was part of the agreement the City had with the EPA for what the City would do with that grant, which then led to this next step. She stated that the consultant would assist the City with the management execution for the entire four-year duration of the grant at no cost to the City. She stated that not only did it comply with the City's procurement policy, but it complied with Federal procurement policies as well, because it was from the EPA. She stated that staff issued an RFP on February 8, 2023 for what they titled the Brownfield Environmental Consulting Services and received proposals from four (4) firms. She stated that they received proposals from Mid Atlantic, S&ME, Terracon and Stantec. She stated that an RFP committee of staff scored those firms based on the following criteria which was also approved by the EPA; cost, reasonableness of pricing for services, experience and ability to complete the work, demonstrated experience in supporting entities and grant administration, approach and understanding of the scope of work, a proven track record of community engagement experience in conducting environmental site assessments, quality of performance on similar projects and their references. Ms. Hegler stated that after a conclusion of internal discussions and scoring staff was recommending that the City award its Brownfield Environmental Consulting Services to S&ME. She stated that they were the highest, most responsive and responsible proposer. She stated that staff also recommended that Council authorize the City Manager to negotiate and execute a contract between the City of Cayce and S&ME. She stated that this recommendation offered the best combination of competitive costs and exceptional services.

Council Member Carter made a motion to award the RFP to S&ME and authorize the City Manager to negotiate and execute a contract with S&ME. Mayor Pro Tem Jenkins seconded the motion which was unanimously approved by roll call vote.

B. Discussion and Approval to Continue a Contract for Bypass Pumps at Pump Station 1

Ms. Hegler stated that this item was a continuation of a contract that Council approved or ratified in February. She stated that Utilities was requesting approval of the funding necessary to extend the bypass pump rental for Pump Station 1. She stated that the goal when staff first brought this item to Council was to discontinue the use of the bypass pumps in March. She stated that was contingent upon getting the City's third permanent pump back up and in place but they had hit some snags there. She stated that the expected time for completion of that work was now May. Ms. Hegler

stated that Council had previously approved the funding for the first rental of \$33,000 that included some additional fees such as setup that would not be appropriate to continue. She stated that staff was now requesting approval of three (3) additional months of bypass pump rental at approximately \$27,800 per month for a total cost of \$83,400. She stated that staff was asking for three (3) months to allow some wiggle room but if staff set the last permanent pump in place, they would discontinue that contract and could do so.

Council Member James made a motion to approve the three (3) additional months of the bypass pump rental with Sunbelt Rentals at \$27,800 per month for a total not to exceed cost of \$83,400. Council Member Sox seconded the motion which was unanimously approved by roll call vote.

C. Discussion and Approval of an Addendum to the Memorandum of Understanding (MOU) between Central Midlands Council of Governments and City of Cayce to Enter into an Agreement for Contractual Services in Regards to the Airport Gateway Project

Ms. Hegler stated that this item was a follow up to a prior MOU that Council approved. She stated that for several years the City had been working with the Midlands Business Leadership Group, the MBLG, to establish regional gateways. She stated that this was identified by the MBLG as an area of the Midlands that was affecting its overall business competitiveness. She stated that the City had worked with other local municipalities as well as Richland and Lexington County to determine where these gateways should be and further identified that the two (2) priority projects that they would begin with would be Airport Boulevard and Fort Jackson. She stated that MBLG had worked on that for years, and had been divided into some working committees. Ms. Hegler stated that the prior MOU with the Central Midlands Council of Governments established that they would help oversee this project. She stated that the working committee that had been working to get the project to the next level agreed that in order to save time and money to get to the stage of development and construction of these improvements, construction drawings were needed. She stated that they currently had conceptual plans and designs and needed to get the maintenance schedule prepared. She stated that to expedite things, the group had asked that the City leverage an existing contract with the Land Plan Group, who the City had an on-call landscaping agreement with. She stated that what was before Council was an addendum that would assure that the COG along with MBLG would pay for the work that the City would be contracting with its on-call vendor to do. She stated that this was at no cost to the City.

Council Member Sox made a motion to approve the addendum to the existing regional gateways project memorandum of understanding and authorize the City

Manager to execute. Council Member James seconded the motion which was unanimously approved by roll call vote.

D. Discussion and Approval of Parental Leave Policy

Ms. Hegler stated that staff proposed approval of the addition of a new paid parental policy, allowing for six (6) weeks of paid maternal leave, and two (2) weeks of paid paternal leave for employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. She stated that staff thought this would align the City with being competitive with the State who passed a similar law in 2022.

Council Member James made a motion to approve the parental leave policy. Council Member Sox seconded the motion. Mayor Partin asked if the policy should state birth parent or primary parent and two weeks for the significant other rather than maternal and paternal. Mayor Partin asked the City Attorney if there was any concern about that language. Mr. Crowe asked if she was asking to change it to maternal, paternal and adoption. Mayor Partin stated no, not even maternal/paternal. She stated that if it was a same sex marriage, it would be the birth parent and the significant other. Mr. Crowe stated that it could be changed to the designated primary. Mayor Partin agreed with that change. Mr. Crowe asked if Mayor Partin wanted the wording in the policy to cover the many ways where the child was brought into the family without birthing and make sure it included same sex relationships. She stated that was correct. Mayor Partin called the question which was unanimously approved by roll call vote.

E. Discussion and Possible Action of Public Notification Concerning Hidden City Music Festival

Mayor Partin stated that she was not at the last Council Meeting and at that meeting Council made a motion to make sure that staff got the word out but it looked as though the Hidden City Music Festival had done that. She stated that they had reached out a lot so she was not sure that Council needed to put something on staff. She stated that the motion did need to be amended to state that though. Mr. Crowe recommended that Council could move to modify the previous approved motion to provide X. Mayor Partin asked if there would be a motion to modify the previous motion to not request staff to be responsible for putting the word out since Hidden City has done that. Council Member James asked if the City was going to piggyback off anything that Hidden City was doing. Mayor Partin stated that he could certainly make a motion that way. She stated that she thought it was a concern because Council was not often not unanimous, but they were not on this extension. She stated that Hidden City had distributed fliers and made a Robo call so if individual Council Members wanted to individually put something on their social media that certainly would be a great way to extend that

message. She stated that if they wanted to do that individually, but maybe not to ask staff to be responsible for it.

Council Member James stated that Ms. Hegler told him that day via telephone that she thought that Hidden City was doing a good job of publicizing everything to everyone. Ms. Hegler asked who was everything and everyone. She stated that she did not have what the Robo call stated when she spoke to Council Member Carter the prior day. She stated that Hidden City Music Festival did a Robo text the prior day to a large group, she had heard a pretty high number, at some point of 2,500. She stated that the City had received a call from someone who had gotten that Robo text and they provided to staff what that statement was which was very clearly indicating that there was an event and they intended to be good neighbors. She stated that they did know that there would be some noise from that and they did acknowledge the firework show. She stated that they also shared with staff a door hanger, which was a printout version of what she thought was considerable, full detail about the event, the timing of the fireworks, the music, that Hidden City intended to put out on doors in a variety of places. She stated that she found it fairly thorough and helpful from somebody that was trying to be a community partner. Ms. Hegler stated that Hidden City stated that they had set up a hotline, which meant that they were at least agreeing to take calls. She stated that she called the hotline and it was active so they were trying to be a resource to the community. She stated to put that notice out there in her opinion, was quite thorough.

Mayor Partin stated that certainly Council members could individually put that word out on their social media, if they wanted to further that themselves. Council Member Sox stated that was fine and he would make the motion since he initially made it. He stated that it seemed that Hidden City was doing a great job of getting out there but it also seemed that there were a lot of events that the City amplified on its social media and various social media channels of events going on in Cayce. He stated that he would hate to for it to come off as Council picking who they wanted to win and lose event-wise. He stated that considering the amount that Hidden City had tried to reach out to folks and the initial vote was not a unanimous vote he was fine with amending the motion to remove that the City must put something out about it. Council Member James seconded the motion. He stated that they felt good as a City that their citizens had been informed. He stated that his concern from the very beginning was that he did not want the City's Police dispatch phone ringing off the hook because people did not know that there were going to be fireworks. Ms. Hegler stated that she could not answer if they had communicated as well as they could and could not answer whether or not the message was getting out there and how people were receiving it. She stated that they had done more than she had ever seen a lot of people do in terms of an announcement. She stated that they very clearly stated that they understood in the past, they had some disruptions that they were working hard to avoid this time. She stated that they were very specific in the door hanger about timing of the fireworks but she could not guarantee it was getting to every person that it needed to get to and in fact, she could

probably guarantee that somebody would not get it. She stated whether it prevented calls to dispatch or not she did not know.

Ms. Hegler stated that she thought someone that was going to be concerned about the noise would still call whether they knew about it or not. She stated that what she needed from Council was direction necessarily on what it was they wanted her to say if she were to put something out. She stated that Council Member Sox made a good point that the City did amplify a lot of posts that they saw but it was more to advertise something for somebody that had already posted something of that nature. She stated that she thought what Council discussed at the last Council Meeting was asking staff to put out some sort of notice of their action which was kind of unusual and staff did not necessarily do that. Ms. Hegler stated that she was not saying they had done the best work but they had done good work from what she had seen others do. She stated that it was really Council's discretion and she just needed to know what it was they wanted staff to put out.

Mayor Pro Tem Jenkins stated that what he did not want it to look like was that the event promoters were not from Cayce, but having an event in Cayce, and the City was pushing their citizens to rely on what this outside company was going to do. He stated that these people live in Cayce, pay Cayce taxes and the City was pushing the responsibility to someone else. Mayor Partin stated that she agreed and Council took their word very seriously. She stated that she wanted to be careful that anything Council put out did not look like an endorsement. Mayor Partin called the question which was unanimously approved by roll call vote.

City Manager's Report

Ms. Hegler reminded Council that the Victims' Rights Week Memorial was going to be at Police Headquarters that Friday at 11am and Corporal Barr and Corporal Illingworth would be honored. She stated that it was also the State's kickoff to Victims Right Week. She stated that Steel Paws was being held that Saturday from 1pm to 5pm and was a canine fundraiser for the City's Police Department.

Council Comments

Council Member Carter asked if the Beautification Foundation's mural dedication was that week. Ms. Hegler stated that he was correct and it was being held the next day at the base of the Blossom Street Bridge at 5pm.

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

There were not any items to discuss in Executive Session.

Adjourn

Council Member Carter made a motion to adjourn the meeting. Council Member James seconded the motion which was unanimously approved by roll call vote. There being no further business, the meeting adjourned at 5:38 p.m.

Elise Partin, Mayor

ATTEST:

Mendy Corder, CMC, Municipal Clerk



Mayor
Elise Partin

Mayor Pro-Tem
James E. Jenkins

Council Members
Phil Carter
Tim James
Hunter Sox

City Manager
Tracy Hegler

Deputy City Manager
Jim Crosland
Assistant City Manager
Michael Conley

Proclamation
54th Annual Professional Municipal Clerk's Week
April 30 – May 6, 2023

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and

Whereas, The Profesional Municipal Clerk serves as the information center on functions of local government and community, and

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations, and

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, Elise Partin, Mayor of the City of Cayce and on behalf of Council, do recognize the week of April 30 through May 6, 2023, as Professional Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, Mendy Corder and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 2nd day of May 2023.

ATTEST:

Elise Partin, Mayor

Mendy Corder, CMC, Municipal Clerk

Memorandum

To: Mayor and Council

From: Tracy Hegler, City Manager
Monique Ocean, Planning & Zoning Administrator

Date: May 2, 2023

Subject: First Reading of an Ordinance to re-zone property located at 1827 Grace Street (Tax Map Number 005750-04-005) from RS-3 (Single Family, Small Lots) to RG-2 (General Residential).

Issue

Council approval is needed for the First Reading of an Ordinance to re-zone property located at 1827 Grace Street (Tax Map Number 005750-04-005) from RS-3 (Single Family, Small Lots) to RG-2 (General Residential).

Discussion

The subject property is vacant land and it is located among other RS-3 zoned properties on Grace Street. The owner/applicant wishes to rezone the property from RS-3 (Single Family Residential) to RG-2 (General Residential).

The applicant was given consideration for a change in the zoning classification to RG-2 because of the proximity to other RG-2 properties. The roads and the railroads were omitted to create contiguity between 1827 Grace Street and RG-2 zoned properties on Poplar Street.

The requested rezoning of RG-2 is not in compliance with the Comprehensive Plan. The subject property is located in the Residential Conservation and In-Fill Areas (RC) of the Future Land Use Map. Compatible zoning districts are listed as RS-1, RS-2, RS-3, and RS-4.

Staff does not recommend approval of this application. Staff feels that, even though contiguity may be established by omitting the road and the railroad, the requested change to RG-2 is not suited to the immediate neighborhood of RS-3 properties and the requested zoning is not in compliance with the Comprehensive Plan.

The Planning Commission met on April 17, 2023, to receive public comment and vote on the rezoning request. Three members of the public spoke against the request. The ones who spoke against the request stated allowable uses for the RG-2 zoning designation (a duplex dwelling, for example) would not be compatible with the surrounding neighborhood. No one spoke in favor of the request.

Recommendation

Robert Power made a motion to recommend that Council deny the request. Nancy Stone-Collum seconded the motion. The Planning Commission decided by a unanimous vote to recommend that Council deny approval of the request to rezone the property to RG-2. The Planning Commission stated they felt like the requested zoning along with possible uses in the RG-2 zoning district would not be compatible with the neighborhood and it does not comply with the Comprehensive Plan.

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

ORDINANCE 2023-04
Amending the Zoning Map and Rezoning
Property Located at 1827 Grace Street
(Tax Map Number 005750-04-005) from
RS-3 to RG-2

WHEREAS, the Owner/Applicant requested that the City of Cayce amend the Zoning Map to re-designate the property comprising and shown at 1827 Grace Street (Tax Map Number 005750-04-005) from RS-3 (Single Family, Small Lots) to RG-2 (General Residential), and

WHEREAS, the Planning Commission held a public hearing on this request to receive comments from the public and adjacent property owners, and

WHEREAS, the Planning Commission met on April 17, 2023, to receive public comments and vote on whether to recommend the rezoning request, and has decided, by a unanimous vote, that it does not recommend this change to the existing zoning,

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Cayce, in Council, duly assembled, that the property hereinafter listed, and as shown on the attached sketch, is hereby rezoned and reclassified on the Zoning Map of the City of Cayce as RG-2 (General Residential):

Tax Map Number 005750-04-005
1827 Grace Street

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

DONE IN MEETING DULY ASSEMBLED, this _____ day of _____ 2023.

Elise Partin, Mayor

Attest:

Mendy Corder, CMC, Municipal Clerk

First Reading: _____

Second Reading and Adoption: _____

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

Rezoning Request MA003-23

ITEM V. A.

1827 Grace Street

EXISTING ZONING

Legend

 Rezoning Request

 200' Buffer



200 100 0 200 Feet



Rezoning Request MA003-23

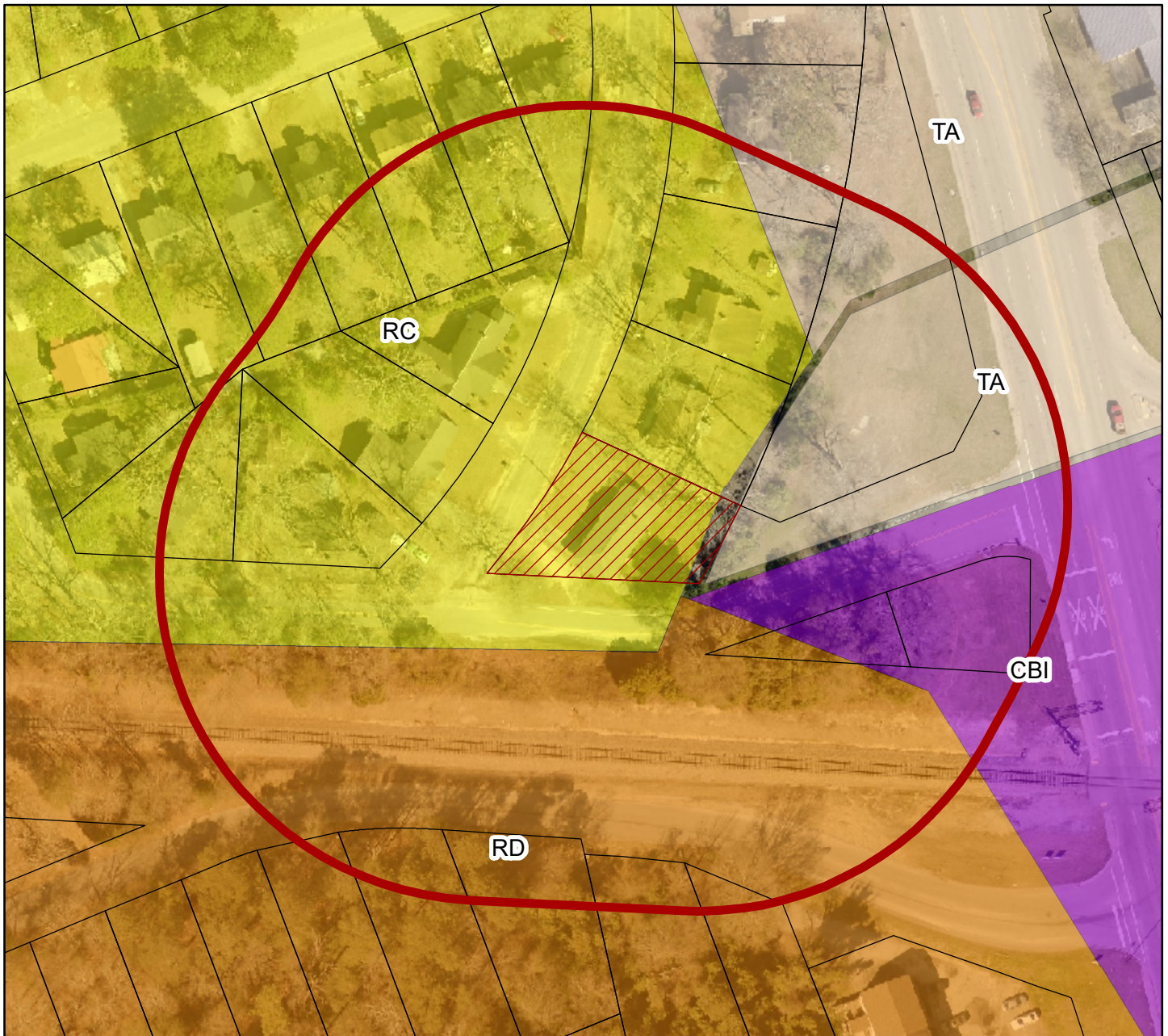
ITEM V. A.

1827 Grace Street

Legend

-  200' Buffer
-  Rezoning Request

LAND USE MAP



200 100 0 200 Feet



Memorandum

To: Mayor and Council

From: Tracy Hegler, City Manager

Date: May 2, 2023

Subject: First Reading of Ordinance 2023-05 Authorizing and Directing the City of Cayce to Enter into an Intergovernmental Agreement Relating to South Carolina Local Revenue Services; to Participate in One or More Local Revenue Service Programs; to Execute and Deliver One or More Participant Program Supplements; and Other Matters Relating Thereto

ISSUE

Council approval is needed to give First Reading approval to an Ordinance required by the Municipal Association of South Carolina for the rebranding of their tax collection program and for the execution of a related intergovernmental agreement and documents to participate in the newly termed Local Revenue Services Program

DISCUSSION/BACKGROUND

The City of Cayce has long participated in the Municipal Association of South Carolina's (MASC) tax collection program for certain business licenses. MASC has recently rebranded that program as the Local Revenue Services Program. That rebranding, along with the adoption of new local business license ordinances under Act 176, enacted by the General Assembly in 2020, requires the City to update its agreement with MASC and adopt an ordinance requiring that.

More detail about this requirement can be found in the attached memo from MASC. All related documents for review are also attached.

The City's attorney has reviewed the intergovernmental agreement and related documents.

RECOMMENDATION

Staff recommends Council give First Reading approval to Ordinance 2023-05, which directs the City to enter into an updated Intergovernmental Agreement with MASC relating to South Carolina Local Revenue Services; to participate in one or more of those local revenue services programs; and to execute and deliver one or more participant program supplements.

Date: February 28, 2023

To: Mayors, Managers, Administrators, Clerks and
Local Revenue Service Contacts

From: Caitlin Cothran, Manager for Local Revenue Services

Re: Ordinance, Agreement, and Supplement for Local Revenue Service Programs
PROMPT ACTION REQUIRED

For many years, the Municipal Association has offered collection programs for certain business license taxes. These programs include the Insurance Tax Collection Program, the Brokers Tax Collection Program, and the Telecommunication Tax Program. The Municipal Association has collectively rebranded these programs as Local Revenue Services and has renamed the three business license programs as the Insurance Tax Program (ITP), the Brokers Tax Program (BTP), and the Telecommunication Tax Program (TTP).

In addition, by Act 176 of 2020,¹ the General Assembly standardized business licensing in the State of South Carolina. Following the adoption of this Act, the Municipal Association provided a revised model business license ordinance. Every municipality in the State has adopted a revised business license ordinance based on Act 176 and the new model ordinance.

As a result of the Local Revenue Services rebranding and the adoption of new local business license ordinances under Act 176, the Association is required to update the ordinances and agreement by which municipalities may participate in Local Revenue Services. Please note as follows:

- There are THREE attachments to this memo: (1) an ordinance to participate in Local Revenue Services, (2) an intergovernmental agreement for the programs, and (3) a program participant supplement by which a municipality elects which programs to join.
- In order to continue to participate in Local Revenue Services, **your municipality must (1) enact the attached ordinance and, (2) once the ordinance is enacted, sign the attached agreement and supplement.**
- The ordinance must be **completed where highlighted and then enacted exactly as written.**
- The agreement must be **signed exactly as written.**
- The supplement must be **completed where highlighted and then signed exactly as written.**
- The Setoff Debt Program is not affected by the attached documents, which relate only to ITP, BTP, and TTP.
- The Association must have a certified copy of your amended ordinance, together with the original signed agreement and supplement, by **May 26, 2023.** We will send you a copy of the final agreement with the Municipal Association's signature for your file. If you require an original signed agreement for your files, provide two signed agreements to the Municipal Association.

¹ The Business License Standardization Act, found at S.C. Code Sec. 6-1-400 to -420.

The new program documents will not substantially change the operation of the Local Revenue Services programs from your perspective. The Municipal Association will continue to administer and collect business license taxes within ITP, BTP, and TTP. The rates for the Municipal Association's services will remain exactly the same as they are now. Finally, distributions of collected amounts will be made in the same manner and at approximately the same times as they are now.

The substantial changes to the Local Revenue Services programs are as follows:

- The new agreement is an intergovernmental agreement among all of the participating governments, rather than a series of standalone agreements.
- Local Revenue Services will act in its own name as a division of the Municipal Association and will be governed by a committee of the Municipal Association's Board of Directors.
- The terms on which the Municipal Association is delegated the authority to resolve litigation on behalf of its members have been clarified.
- An appeals process, as required by and consistent with Act 176, has been formally adopted.

If you have questions about the attached documents, please contact Caitlin Cothran at (803) 354-4786 or ccothran@amsc.sc.

If your municipal attorney has questions about the attached documents, please direct him or her to contact Eric Shytle, General Counsel of the Municipal Association, at (803) 933-1214 or eshytle@masc.sc.

ORDINANCE 2023-05

AN ORDINANCE

AUTHORIZING AND DIRECTING THE CITY OF CAYCE TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT RELATING TO SOUTH CAROLINA LOCAL REVENUE SERVICES; TO PARTICIPATE IN ONE OR MORE LOCAL REVENUE SERVICE PROGRAMS; TO EXECUTE AND DELIVER ONE OR MORE PARTICIPANT PROGRAM SUPPLEMENTS; AND OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Cayce (the "Municipality") is authorized by S.C. Code Section 5-7-30 and Title 6, Chapter 1, Article 3 to impose a business license tax on gross income;

WHEREAS, under State law, certain business license taxes are applicable in a manner or at a rate that applies throughout the State ("Statewide Business License Taxes");

WHEREAS, such Statewide Business License Taxes include without limitation the business license taxes applicable to insurers under Title 38, Chapter 7 of the S.C. Code; to brokers under Title 38, Chapter 45 of the S.C. Code; and to telecommunications companies under Title 58, Chapter 9, Article 20 of the S.C. Code;

WHEREAS, the Municipal Association of South Carolina (the "Association") has previously established local revenue service programs in which the Association administers Statewide Business License Taxes on behalf of and for the benefit of participating municipalities;

WHEREAS, such local revenue service programs include a program known as the Insurance Tax Program ("ITP") that administers business license taxes applicable to insurers under Title 38, Chapter 7 of the S.C. Code; a program known as the Brokers Tax Program ("BTP") that administers business license taxes applicable to brokers under Title 38, Chapter 45 of the S.C. Code; and a program known as the Telecommunications Tax Program ("TTP") that administers business license taxes applicable to telecommunications companies under Title 58, Chapter 9, Article 20 of the S.C. Code;

WHEREAS, the Municipality currently participates in ITP, BTP, and TTP;

WHEREAS, by Act No. 176 of 2020, known as the South Carolina Business License Tax Standardization Act and codified at S.C. Code Sections 6-1-400 to -420 (the "Standardization Act"), the South Carolina General Assembly imposed additional requirements and conditions on the administration of business license taxes;

WHEREAS, following the enactment of the Standardization Act, the Municipality enacted Ordinance No. 2021-23 on November 9, 2021, in order to comply with the requirements of the Standardization Act (the "Current Business License Ordinance");

WHEREAS, in connection with the enactment of the Standardization Act and the adoption of locally compliant business license ordinances, the municipalities of the State have determined that it would be advisable and prudent to update the existing local revenue service programs;

WHEREAS, in particular, the municipalities of the State have determined to establish and join

South Carolina Local Revenue Services (“LRS”) by intergovernmental agreement, which among other things will administer Statewide Business License Taxes on behalf of its participants, including but not limited to by continuing to offer the services provided by the ITP, BTP, and TTP;

WHEREAS, Article VIII, Section 13(A) of the South Carolina Constitution provides that “(a)ny county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof;”

WHEREAS, the City Council of the Municipality (the “Council”) now wishes to authorize and direct the Municipality to join LRS and to participate in one or more local revenue service programs;

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

SECTION 1. Direction to Apply to and Join LRS. The form of the Local Revenue Services Agreement (the “Agreement”) pursuant to which a municipality may request to participate in LRS and, if approved, become a participant is attached hereto as Exhibit A. The City Manager (the “Executive Officer”) is hereby authorized and directed to apply to participate in LRS. If the Municipality’s application is approved by LRS, then the Executive Officer shall execute and deliver a counterpart to the Agreement in substantially the form attached hereto. The Council hereby approves the terms and conditions of and agrees to comply with the Agreement upon the execution and delivery thereof by the Executive Officer.

SECTION 2. Participation in Local Revenue Service Programs. The Council determines that, if admitted to LRS, the Municipality will participate in the ITP, the BTP, and the TTP. The Executive Officer is hereby authorized and directed to execute and deliver any required Participant Program Supplements (as such term is defined in the Agreement) as may be necessary to participate in such local revenue service programs.

SECTION 3. Business License Taxes Applicable to Insurance Companies. Notwithstanding anything in the Current Business License Ordinance to the contrary, the following provisions shall apply to insurance companies subject to Title 38, Chapter 7 of the S.C. Code.

- a) Except as set forth below, “gross premiums” for insurance companies means gross premiums written for policies for property or a risk located within the municipality. In addition, “gross premiums” shall include premiums written for policies that are sold, solicited, negotiated, taken, transmitted, received, delivered, applied for, produced or serviced by (1) the insurance company’s office located in the municipality, (2) the insurance company’s employee conducting business within the municipality, or (3) the office of the insurance company’s licensed or appointed producer (agent) conducting business within the municipality, regardless of where the property or risk is located, provided no tax has been paid to another municipality in which the property or risk is located based on the same premium.
- b) As to fire insurance, “gross premiums” means gross premiums (1) collected in the municipality, and/or (2) realized from risks located within the limits of the municipality.

- c) As to bail bonds, “gross premiums” shall exclude any amounts retained by a licensed bail bondsman as defined in Title 38, Chapter 53 of the S.C. Code for authorized commissions, fees, and expenses.
- d) Gross premiums shall include all business conducted in the prior calendar year. Gross premiums shall include new and renewal business without deductions for any dividend, credit, return premiums, or deposit.
- e) Solicitation for insurance, receiving or transmitting an application or policy, examination of a risk, collection or transmitting of a premium, adjusting a claim, delivering a benefit, or doing any act in connection with a policy or claim shall constitute conducting business within the municipality, regardless of whether or not an office is maintained in the municipality.
- f) The business license tax for insurance companies under Title 38, Chapter 7 of the S.C. Code shall be established at the rates set forth below. Declining rates shall not apply.

NAICS Code

524113 **Life, Health, and Accident.** 0.75% of Gross Premiums.

524126 **Fire and Casualty.** 2% of Gross Premiums.

524127 **Title Insurance.** 2% of Gross Premiums.

- g) License taxes for insurance companies shall be payable on or before May 31 in each year without penalty. The penalty for delinquent payments shall be 5% of the tax due per month, or portion thereof, after the due date until paid.

SECTION 4. Business License Tax Applicable to Brokers. Title 38, Chapter 45 of the S.C. Code (the “Brokers Act”) establishes a blended premium tax rate applicable to brokers of 6 percent, comprising a 4 percent State premium tax and a 2 percent municipal premium tax, each to be collected by the South Carolina Department of Insurance. Pursuant to §§ 38-45-10 and 38-45-60 of the Brokers Act, the Municipal Association of South Carolina is designated the municipal agent for purposes of administration of the municipal broker’s premium tax.

SECTION 5. Business License Taxes Applicable to Telecommunication Companies.

- a) Notwithstanding any other provisions of the Current Business License Ordinance, the business license tax for “retail telecommunications services,” as defined in S. C. Code Section 58-9-2200, shall be at the maximum rate authorized by S. C. Code Section 58-9-2220, as it now provides or as provided by its amendment. Declining rates shall not apply.
- b) The business license tax year for retail telecommunications services shall begin on January 1 of each year. The business license tax for retail telecommunications services shall be due on January 1 of each year and payable by January 31 of that year, without penalty.

The delinquent penalty shall be five percent (5%) of the tax due for each month, or portion thereof, after the due date until paid.

- c) In conformity with S.C. Code Section 58-9-2220, the business license tax for “retail telecommunications services” shall apply to the gross income derived from the sale of retail telecommunications services for the preceding calendar or fiscal year which either originate or terminate in the municipality and which are charged to a service address within the municipality regardless of where these amounts are billed or paid and on which a business license tax has not been paid to another municipality. The measurement of the amounts derived from the retail sale of mobile telecommunications services shall include only revenues from the fixed monthly recurring charge of customers whose service address is within the boundaries of the municipality. For a business in operation for less than one year, the amount of business license tax shall be computed on a twelve-month projected income.
- d) Nothing in this Ordinance shall be interpreted to interfere with continuing obligations of any franchise agreement or contractual agreement. All fees collected under such a franchise or contractual agreement shall be in lieu of fees or taxes which might otherwise be authorized by this Ordinance.

SECTION 6. No Exemption for Interstate Commerce. Properly apportioned gross income from interstate commerce shall be included in the gross income for every business subject to a business license tax.

SECTION 7. LRS to Appoint Business License Official and to Designate Appeals Board. Pursuant to the Agreement, LRS is hereby authorized to appoint one or more individuals (each, an “LRS Business License Official”) to act as the Municipality’s business license official for purposes of administering Statewide Business License Taxes. In addition, LRS is hereby authorized pursuant to the Agreement to designate an appeals board (the “Appeals Board”) for purposes of appeals arising with respect to such taxes. The LRS Business License Official so appointed and the Appeals Board so designated shall have all of the powers granted to the Municipality’s business license official and appeals board under the Current Business License Ordinance, except as may be modified by this ordinance.

SECTION 8. Appeals Process. With respect to the calculation, assessment, and collection of Statewide Business License Taxes, in lieu of the appeals process described in the Current Business License Ordinance, the following appeals process required by S.C. Code Section 6-1-410 shall apply:

- a) If a taxpayer fails or refuses to pay a Statewide Business License Tax by the date on which it is due, the LRS Business License Official may serve notice of assessment of the Statewide Business License Tax due on the taxpayer by mail or personal service. Within thirty days after the date of postmark or personal service, a taxpayer may request, in writing with reasons stated, an adjustment of the assessment. An informal conference between the

LRS Business License Official and the taxpayer must be held within fifteen days of the receipt of the request, at which time the taxpayer may present any information or documents in support of the requested adjustment. Within five days after the conference, the LRS Business License Official shall issue a notice of final assessment and serve the taxpayer by mail or personal service with the notice and provide a form for any further appeal of the assessment by the taxpayer.

- b) Within thirty days after the date of postmark or personal service, the taxpayer may appeal the notice of final assessment by filing a completed appeal form with the LRS Business License Official, by mail or personal service, and by paying to LRS in protest at least eighty percent of the business license tax based on the final assessment. The appeal must be heard and determined by the Appeals Board. The Appeals Board shall provide the taxpayer with written notice of the hearing and with any rules of evidence or procedure prescribed by the Appeals Board. The hearing must be held within thirty days after receipt of the appeal form unless continued to another date by agreement of the parties. A hearing by the Appeals Board must be held at a regular or specially called meeting of the Appeals Board. At the appeals hearing, the taxpayer and LRS have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The hearing must be recorded and must be transcribed at the expense of the party so requesting. The Appeals Board shall decide the assessment by majority vote. The Appeals Board shall issue a written decision explaining the basis for the decision with findings of fact and conclusions and shall inform the taxpayer of the right to request a contested case hearing before the Administrative Law Court. The written decision must be filed with the LRS Business License Official and served on the taxpayer by mail or personal service. The decision is the final decision of LRS on the assessment.
- c) Within thirty days after the date of postmark or personal service of LRS's written decision on the assessment, a taxpayer may appeal the decision to the Administrative Law Court in accordance with the rules of the Administrative Law Court.

SECTION 9. Repealer, Effective Date. All ordinances in conflict with this ordinance are hereby repealed. This ordinance shall be effective on the date of final reading.

ENACTED IN REGULAR MEETING, this ____ day of _____, 20 ____.

Mayor

ATTEST:

Clerk

First reading: _____

Final reading: _____

LOCAL REVENUE SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ A.D., 20____, by and among the Municipal Association of South Carolina (the "Association") and all the parties who are now or may hereafter become participants ("Participants") in South Carolina Local Revenue Services, a division of the Association ("LRS"),

WITNESSETH:

WHEREAS, certain governmental functions may be more efficiently and effectively provided in cooperation with other governments, particularly when the sharing of such functions may deliver economies of scale, avoid redundancies in staffing, facilitate intergovernmental communication and coordination, benefit the citizens and taxpayers of the State by offering single points of contact, and allow retention of highly trained and specialized staff or private contractors in situations in which it would not be cost effective for a single government to retain such professionals;

WHEREAS, Article VIII, sec. 13 of the South Carolina Constitution provides that any incorporated municipality "may agree with . . . any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof," and that "[n]othing in this Constitution may be construed to prohibit the State or any of its counties, incorporated municipalities, or other political subdivisions from agreeing to share the lawful cost, responsibility, and administration of functions with any one or more governments, whether within or without this State;"

WHEREAS, S.C. Code § 4-9-41(A) provides that any "incorporated municipality ... may provide for the joint administration of any function and exercise of powers as authorized by Section 13 of Article VIII of the South Carolina Constitution;"

WHEREAS, certain municipalities in the State have determined that it would be effective and efficient to jointly perform certain functions, including without limitation the business license functions more fully described below;

WHEREAS, LRS is a division of the Association and a committee of the board of directors of the Association and will establish or continue one or more Revenue Service Programs (as hereinafter defined); and

WHEREAS, the Participants, through action of their respective governing bodies, have elected to comply with the conditions of this Agreement and to authorize LRS to perform the functions and exercise the powers herein described;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations herein contained, which are given to and accepted by each signatory hereof to the other, the parties hereto agree as follows:

Section 1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

- (a) "Appeals Board" means the board created pursuant to Section 8 hereof for purposes of hearing and determining appeals under this Agreement.
- (b) "Association" means the Municipal Association of South Carolina.
- (c) "Gross Proceeds" means, with respect to any Revenue Service Program and for any period of calculation, the total amount of Impositions collected by LRS during such period.
- (d) "Imposition" means any tax, fee, rate, charge, fine, penalty, or interest charge that has been lawfully imposed by a Participant and for which a Revenue Service Program has been established. Such Impositions include, without limitation, Statewide Business License Taxes.
- (e) "LRS" means South Carolina Local Revenue Services, established by this Agreement.
- (f) "LRS Board of Directors" means the board of directors of LRS.
- (g) "LRS Business License Official" shall mean the person designated from time to time by the LRS Board of Directors to act as the business license official (as such term is used in S.C. Code §§ 6-1-400 to -420) with respect to one or more Revenue Service Programs. The LRS Board of Directors may, but need not, designate different persons as the LRS Business License Official for different Revenue Service Programs.
- (h) "Participant" means a local government that has become a participant in LRS by applying to LRS for admission and, if approved, accepting the terms of participation in LRS by ordinance and signing this Agreement in counterpart.
- (i) "Net Proceeds" means, with respect to any Revenue Service Program and for any period of calculation, the amount of Gross Proceeds that remain for distribution to Participants after the payment of operation and maintenance expenses (including, without limitation, LRS's compensation) for such period.
- (j) "Revenue Service Programs" means any one or more programs established or continued by LRS to administer, assess, collect, and enforce Impositions. Such Revenue Service Programs may include, without limitation, programs for the administration, assessment, collection, and enforcement of Statewide Business License Taxes.
- (k) "S.C. Code" means the South Carolina Code of Laws of 1976, as amended.
- (l) "State" means the State of South Carolina.
- (m) "Statewide Business License Taxes" means business license taxes that, pursuant to the S.C. Code, are applicable in a manner or at a rate that applies throughout the State. Such business license taxes include without limitation the business license taxes applicable to insurers under Title 38, Chapter 7 of the S.C. Code; to brokers under Title 38, Chapter 45

of the S.C. Code; to telecommunications companies under Title 58, Chapter 9, Article 20 of the S.C. Code; and such other business license taxes as may now or hereafter be made applicable throughout the State in a manner or at a rate that has been established by State law.

Section 2. Authorization of LRS. The municipalities that are initial signatories hereto do hereby establish LRS and authorize it to perform the functions and exercise the powers described in this Agreement. The functions to be performed hereunder are more specifically described in Section 5 below and the powers to be exercised are more specifically described in Section 6 below. The Participants, regardless of their respective dates of admission to LRS, further agree as follows:

- (a) The functions and powers described in this Agreement would be more efficiently and effectively performed and exercised in cooperation with other governments through LRS;
- (b) The Participants shall comply with the conditions of this Agreement and, by joining LRS, shall jointly perform the functions and exercise the powers herein described by contract with LRS.

Section 3. Participation. The right to participate in LRS shall be limited to local governments within the State. A qualifying entity may become a Participant by applying to LRS for admission and, if approved, accepting the terms of participation in LRS by ordinance and signing this Agreement in counterpart. LRS shall be sole judge of whether an applicant shall be admitted as a Participant. A Participant may be suspended or expelled by the LRS Board of Directors from LRS, provided that such suspension or expulsion shall not be effective until 30 days after written notice of suspension or expulsion has been mailed to it.

Section 4. LRS Board of Directors. LRS shall be governed by a Board of Directors containing five Directors. The members of the Association's Executive Committee (comprising the President, First Vice President, Second Vice President, Third Vice President, and Immediate Past President of the Association) shall serve *ex officio* as Directors of LRS, with terms of office coterminous with their terms as officers of the Association. The President of the Association, or in his or her absence the First Vice President of the Association, shall serve as chair at meetings of the LRS Board of Directors. With respect to LRS's officers, the members of the LRS Board of Directors shall occupy the same offices as they do with respect to the Association.

Section 5. Functions of LRS. LRS may, and at the direction of and subject to the control of the LRS Board of Directors shall, establish or continue one or more Revenue Service Programs including, without limitation, for the administration, assessment, collection, and enforcement of Statewide Business License Taxes and other Impositions related to Statewide Business License Taxes. LRS's functions with respect to the Revenue Service Programs shall include, without limitation, training employees; developing resources to assist business license functions; making necessary investigations into entities or individuals subject to Impositions; developing databases for the application, calculation, allocation, and distribution of Impositions; establishing procedures for

determining and calculating the amounts due as Impositions; communicating with entities or individuals subject to Impositions; collecting current and delinquent Impositions; initiating, defending, managing, resolving, and settling disputes or litigation matters that affect more than one Participant; and acquiring, licensing, developing, improving, maintaining, and protecting software and other information technology infrastructure.

Section 6. Powers of LRS. LRS shall have the following powers:

- (a) adopt bylaws for the regulation of its affairs and the conduct of its business and prescribe rules and policies and promulgate regulations in connection with the performance of its functions and duties;
- (b) adopt an official seal and alter it at its pleasure;
- (c) maintain an office at a place it determines;
- (d) sue and be sued in its own name and plead and be impleaded;
- (e) require documentation of amounts due from taxpayers, including without limitation by requiring reconciliation reports in which the taxpayer provides sufficient information to verify whether revenues of the taxpayer are appropriate for exclusion as non-municipal revenues and to determine the proper allocation of Impositions among Participants;
- (f) receive, administer, and comply with the conditions and requirements of a gift, grant, or donation of property or money;
- (g) acquire by purchase, lease, gift, or otherwise, or obtain options for the acquisition of, any property, real or personal, improved or unimproved, including an interest in land less than the fee thereof in conformity with state law;
- (h) sell, lease, exchange, transfer, mortgage, or otherwise dispose of, or grant options for any such purposes with respect to, any real or personal property or interest therein in conformity with state law;
- (i) make and execute contracts, agreements, or other undertakings with such agents, service contractors, persons, firms, corporations, and attorneys as it deems appropriate to perform its functions and exercise its powers;
- (j) acquire, license, develop, improve, maintain, and protect software and other information technology infrastructure;
- (k) employ professionals, support staff, attorneys, appraisers, financial advisors, and other consultants and employees as required in the judgment of LRS and fix and pay their compensation from funds available to LRS for that purpose;
- (l) transact any lawful business that will aid the purposes and functions of LRS;

- (m) make payments or donations, or do any other act, not inconsistent with law, that furthers the business and affairs of LRS; and
- (n) do all things necessary or convenient, not inconsistent with law, to further the activities and affairs of LRS

Section 7. Attorney-in-Fact Designation; Dispute Resolution and Conduct of Litigation. Each Participant hereby appoints LRS and its designees as its agent and attorney-in-fact to act on its behalf with respect to Impositions. As agent and attorney-in-fact, LRS shall be fully empowered to initiate, defend, manage, resolve, and settle any disputes or litigation (whether in its own name or in the name of the Participants) relating to Impositions owing or payable to one or more Participants; to pay all expenses, costs, and judgments that might be incurred against LRS when acting on behalf of its Participants for communication, investigation, negotiation, enforcement, defense, or settlement with respect to Impositions; and to take all other actions as may be necessary to administer, collect, investigate, enforce, and implement the Revenue Service Programs. Each Participant, pursuant to Rule 17 of the S. C. Rules of Civil Procedure and Rule 17 of the Federal Rules of Civil Procedure, specifically acknowledges the standing of LRS to prosecute a civil action for collection in its behalf and hereby ratifies any such action that LRS may commence.

The LRS Board of Directors may, by majority vote, authorize a third party (including without limitation the Association) to act as attorney-in-fact to the same extent as set forth in this section on behalf of the Participants.

LRS's authority to initiate, defend, manage, resolve, and settle disputes and litigation shall be subject to the following terms and conditions:

- (a) If, with respect to any particular dispute, a proposed compromise or settlement would reduce the amount asserted by LRS to be payable to an individual Participant by more than ten percent (10%) of the total amount remitted by LRS to such Participant in the immediately preceding year for the relevant Revenue Service Program, then, notwithstanding subsections 7(b) and 7(c) below, LRS shall be required to secure the written consent of such Participant before compromising or settling such dispute with respect to such Participant. Otherwise, LRS shall be entitled to compromise or settle such dispute on behalf of each Participant without further authorization by such Participants beyond that contained herein.
- (b) Any proposed compromise or settlement that would result in a reduction of \$100,000 or less from the amount originally claimed to be due and owing by LRS may be approved or denied by LRS without separate approval by the LRS Board of Directors. The LRS Board of Directors shall, by appropriate action from time to time, designate one or more staff members or contractual counterparties who are authorized to compromise or settle such disputes.

- (c) Any proposed compromise or settlement that would result in a reduction of more than \$100,000 from the amount originally claimed to be due and owing by LRS must be approved or denied by the LRS Board of Directors.
- (d) Any proposed compromise or settlement that would result in a waiver of penalties, interest, late charges, or other amounts owing due to late payment of an Imposition must be approved or denied by the LRS Board of Directors.

Section 8. Appeals Process. The Participants acknowledge that, pursuant to local ordinances, regulations, and rules, each Participant has its own procedures by which matters relating to the calculation, assessment, and collection of business license taxes may be appealed. With respect to Impositions subject to this Agreement, however, each Participant has enacted a local ordinance by which appeals relating to such Impositions are excluded from the otherwise applicable local ordinance. Each Participant agrees that the appeals process described in this Section shall apply to all appeals relating to Impositions subject to this Agreement. Each Participant hereby consents to the adoption of the appeals process described in this Section; specifically declares its intention that such appeals process shall be deemed an exception to its otherwise applicable local ordinances, regulations, and rules; and agrees that it has or will approve such appeals process by appropriate local action.

- (a) There is hereby created a board for purposes of hearing appeals pursuant to this Section (the "Appeals Board"). The Appeals Board shall contain three members. The President of the Association, the Executive Director of the Association, and the President of the South Carolina Business Licensing Officials Association ("BLOA") shall each serve *ex officio* as members of the Appeals Board, with terms of office coterminous with their terms as officers of the Association or BLOA, as appropriate. The President of the Association, or in his or her absence the Executive Director of the Association, shall serve as chair at meetings of the Appeals Board.
- (b) With respect to the calculation, assessment, and collection of Impositions, the following appeals process, as required by Section 6-1-410, shall apply.
 - (1) If a taxpayer fails or refuses to pay an Imposition by the date on which such Imposition is due, the LRS Business License Official may serve notice of assessment of the Imposition due on the taxpayer by mail or personal service. Within thirty days after the date of postmark or personal service, a taxpayer may request, in writing with reasons stated, an adjustment of the assessment. An informal conference between the LRS Business License Official and the taxpayer must be held within fifteen days of the receipt of the request, at which time the taxpayer may present any information or documents in support of the requested adjustment. Within five days after the conference, the LRS Business License Official shall issue a notice of final assessment and serve the taxpayer by mail or

personal service with the notice and provide a form for any further appeal of the assessment by the taxpayer.

- (2) Within thirty days after the date of postmark or personal service, the taxpayer may appeal the notice of final assessment by filing a completed appeal form with the LRS Business License Official, by mail or personal service, and by paying to LRS in protest at least eighty percent of the business license tax based on the final assessment. The appeal must be heard and determined by the Appeals Board. The Appeals Board shall provide the taxpayer with written notice of the hearing and with any rules of evidence or procedure prescribed by the Appeals Board. The hearing must be held within thirty days after receipt of the appeal form unless continued to another date by agreement of the parties. A hearing by the Appeals Board must be held at a regular or specially called meeting of the Appeals Board. At the appeals hearing, the taxpayer and LRS have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The hearing must be recorded and must be transcribed at the expense of the party so requesting. The Appeals Board shall decide the assessment by majority vote. The Appeals Board shall issue a written decision explaining the basis for the decision with findings of fact and conclusions and shall inform the taxpayer of the right to request a contested case hearing before the Administrative Law Court. The written decision must be filed with the LRS Business License Official and served on the taxpayer by mail or personal service. The decision is the final decision of LRS on the assessment.
- (3) Within thirty days after the date of postmark or personal service of LRS's written decision on the assessment, a taxpayer may appeal the decision to the Administrative Law Court in accordance with the rules of the Administrative Law Court.

Section 9. LRS May Be Separately Organized. Hereafter, the LRS Board of Directors may determine, for corporate governance, recordkeeping, and operational purposes, that LRS should be established as a separate entity, either under the South Carolina Nonprofit Corporation Act, currently codified at Title 33, Chapter 31 of the S.C. Code, or otherwise. If the LRS Board of Directors so determines, it may take all such actions as may be necessary to organize LRS as a separate entity without further approval by the Participants, provided that such organization shall not otherwise vary or modify the terms of this Agreement except to the extent necessary to reflect the new organizational structure of LRS.

Section 10. Participation in a Revenue Service Program. A Participant may elect to participate in a Revenue Service Program by signing and delivering a separate supplement to this Agreement with respect to such Revenue Service Program (each, a "Participant Program Supplement"). The

Participant Program Supplements shall be substantially identical within each Revenue Service Program. The form of the Participant Program Supplement is attached hereto as Appendix A.

Section 11. Collection of Impositions; Distributions; Payment for Services; Prohibition on Lobbying Activity.

- (a) LRS shall collect, subject to the Participant Program Supplements, all Impositions subject to this Agreement.
- (b) The Participants will compensate LRS for its services. Initially, such compensation shall be in the amount of four percent of Gross Proceeds collected for the benefit of each Participant within each Revenue Service Program, subject to any volume discount approved from time to time by the LRS Board of Directors, together with any interest earned on funds held on deposit prior to disbursement. The Participants acknowledge that this amount represents operating expenses payable to LRS for services rendered. For accounting and recordkeeping purposes, LRS will apply this rate to each Participant separately within each Revenue Service Program. Hereafter, and notwithstanding Section 13 below, the LRS Board of Directors by majority vote may amend the compensation method by giving notice to all participating Participants at least ninety days prior to the effective date of such amendment. Such amendment shall become effective after the ninety-day notice period with respect to each Participant without further action by such Participant, provided that such Participant may withdraw from participation at any time within ninety days after notice of the amendment is provided.
- (c) LRS will regularly, and not less than once in each calendar quarter, distribute the Net Proceeds to Participants.
- (d) No funds or personnel of LRS may be used or employed to influence any election; support or oppose any partisan organization; support or oppose the enactment, repeal, or modification of any federal or state legislation; or seek to influence any federal or state local government officials in the discharge of their official functions.

Section 12. Fiscal Year. LRS shall operate on a fiscal year from 12:01 a.m. January 1 of each year to 12:00 midnight December 31 of the succeeding year (the "LRS Year"). Application for participation, when approved in writing by LRS shall constitute a continuing contract for each succeeding LRS Year unless cancelled by LRS.

Section 13. Amendment. This Agreement may be amended by an agreement executed by those Participants constituting a majority of the Participants in LRS during the current LRS Year. In lieu of this amendment procedure, the Participants hereby appoint a 4/5 majority (i.e., at least four Directors) of the LRS Board of Directors agents to make any amendments to this Agreement that would not fundamentally alter the contemplated arrangement. Written notice of any amendment proposed for adoption by the LRS Board of Directors shall be mailed to each Participant not less than 30 days in advance. Written notice of amendments finally adopted by

the LRS Board of Directors shall be mailed to each Participant not more than 30 days after adoption.

Section 14. Terms Applicable on Admission. Any entity that formally applies to participate in LRS and is accepted by LRS shall thereupon become a party to this Agreement and be bound by all of the terms and conditions hereof. A Participant may withdraw from participation by delivery of written notice of withdrawal at least 90 days prior to the end of an LRS Year, to be effective as of the end of such LRS Year.

Section 15. Term; Dissolution. LRS has been established with the bona fide intention that it shall be continued in operation indefinitely and that the contributions to LRS shall continue for an indefinite period. However, the LRS Board of Directors reserves the right at any time to terminate LRS by a written instrument to that effect executed by at least four-fifths (4/5) of the members of the LRS Board of Directors. Such written termination notice shall be delivered to each Participant no less than 120 days prior to the effective date of termination. In the event of such termination, Participant contributions shall cease as of the date of termination and the assets then remaining in the fund shall continue to be used and applied, to the extent available, for the (a) payment of claims arising prior to such termination and (b) payment of reasonable and necessary expenses incurred in such termination. Any monies or other assets thereafter remaining in LRS shall be distributed pro rata to the Participants in LRS as of the day of termination. In no event shall any such assets be returned or distributed to any individual. Upon such termination, the LRS Board of Directors shall continue to serve for such period of time and to the extent necessary to effectuate termination of LRS.

[signatures appear on following page]

IN WITNESS WHEREOF, the Participants listed below acknowledge their participation in LRS and acceptance of obligations thereunder, by the due execution hereof, following appropriate governmental body approval, by its mayor or other duly authorized official. Further, LRS has caused these presents to be signed by its President and attested by its Vice President.

MUNICIPAL ASSOCIATION OF SOUTH CAROLINA

B. Todd Glover, Executive Director

**LOCAL REVENUE SERVICES, A DIVISION OF THE
MUNICIPAL ASSOCIATION OF SOUTH CAROLINA**

Mayor Rick Osbon, President of LRS

ATTEST:

Mayor Barbara Blain-Bellamy, Vice President of LRS

PARTICIPANT SIGNATURE PAGE

CITY OF CAYCE, SOUTH CAROLINA

Name:

Title:

ATTEST:

Name:

Title: Municipal Clerk of Cayce

APPENDIX A: FORM OF PARTICIPANT PROGRAM SUPPLEMENT

WHEREAS, the City of Cayce (the "Municipality") has applied for and been approved to participate in South Carolina Local Revenue Services ("LRS");

WHEREAS, the Municipality has executed a counterpart of the Local Revenue Services Agreement (the "Agreement") by and among itself and all other participants in LRS;

WHEREAS, capitalized terms used and not otherwise defined herein have the meaning given to such terms in the Agreement;

WHEREAS, pursuant to the Agreement, LRS has established Revenue Service Programs for Statewide Business Licenses and other Impositions; and

WHEREAS, the Municipality now desires to agree to participate in one or more Revenue Service Programs;

NOW, THEREFORE, the Municipality hereby agrees with LRS as follows:

Section 1. Participation in Revenue Service Programs. The Municipality hereby elects and agrees to participate in the following Revenue Service Programs: ITP, BTP, TTP.

Section 2. Term. This Participant Program Supplement is effective until December 31, 2023, and shall continue from year-to-year thereafter until terminated by either party upon notice delivered in writing given at least 90 days prior to the next upcoming December 31.

Section 3. Payment for Services. The Municipality agrees that it will compensate LRS for its services as set forth in the Agreement. Initially, such compensation shall be in the amount of four percent of Gross Proceeds collected for the benefit of the Municipality within each Revenue Service Program, subject to any volume discount approved from time to time by the LRS Board of Directors, together with any interest earned on funds held on deposit prior to disbursement. The Municipality acknowledges that this amount represents operating expenses payable to LRS for services rendered. For accounting and recordkeeping purposes, LRS will apply this rate to the Municipality separately within each Revenue Service Program.

Section 4. Expenses; Fund Accounting. (a) The rate for services established herein shall be inclusive of all administrative expenses of LRS, except legal expenses incurred in connection with the services rendered. Legal expenses incurred by LRS are not included in the base rate and shall be prorated to all Participants in direct relationship to the disbursements of the Revenue Service Program to which the legal expenses relate.

(b) LRS will deposit all funds received in an appropriate account for which accurate records will be maintained. Business license taxes collected for the Municipality, less the service charge herein agreed to, will be disbursed to the Municipality on or before March 1 of each calendar year and thereafter as remaining collections permit.

Section 5. Special Provisions for BTP. (a) Pursuant to Title 38, Chapter 45 of the South Carolina Code of Laws (the "Brokers Insurance Statute"), the Municipality designates the Municipal Association of South Carolina as the municipal agent to act on behalf of the municipality for the purposes of the Brokers Insurance Statute.

(b) The Brokers Insurance Statute governs the receipt from the South Carolina Department of Insurance ("DOI") and distribution to the Municipality of all municipal premium taxes from brokers for non-admitted surplus lines insurance. Upon receipt of the taxes from the DOI, LRS will deposit all funds received in an appropriate account for which accurate records will be maintained. Taxes will be disbursed to the Municipality, less the service charge herein agreed to, as collections permit.

PARTICIPANT PROGRAM SUPPLEMENT

WHEREAS, the City of Cayce (the "Municipality") has applied for and been approved to participate in South Carolina Local Revenue Services ("LRS");

WHEREAS, the Municipality has executed a counterpart of the Local Revenue Services Agreement (the "Agreement") by and among itself and all other participants in LRS;

WHEREAS, capitalized terms used and not otherwise defined herein have the meaning given to such terms in the Agreement;

WHEREAS, pursuant to the Agreement, LRS has established Revenue Service Programs for Statewide Business Licenses and other Impositions; and

WHEREAS, the Municipality now desires to agree to participate in one or more Revenue Service Programs;

NOW, THEREFORE, the Municipality hereby agrees with LRS as follows:

Section 1. Participation in Revenue Service Programs. The Municipality hereby elects and agrees to participate in the following Revenue Service Programs: ITP / BTP / TTP.

Section 2. Term. This Participant Program Supplement is effective until December 31, 2023, and shall continue from year-to-year thereafter until terminated by either party upon notice delivered in writing given at least 90 days prior to the next upcoming December 31.

Section 3. Payment for Services. The Municipality agrees that it will compensate LRS for its services as set forth in the Agreement. Initially, such compensation shall be in the amount of four percent of Gross Proceeds collected for the benefit of the Municipality within each Revenue Service Program, subject to any volume discount approved from time to time by the LRS Board of Directors, together with any interest earned on funds held on deposit prior to disbursement. The Municipality acknowledges that this amount represents operating expenses payable to LRS for services rendered. For accounting and recordkeeping purposes, LRS will apply this rate to the Municipality separately within each Revenue Service Program.

Section 4. Expenses; Fund Accounting. (a) The rate for services established herein shall be inclusive of all administrative expenses of LRS, except legal expenses incurred in connection with the services rendered. Legal expenses incurred by LRS are not included in the base rate and shall be prorated to all Participants in direct relationship to the disbursements of the Revenue Service Program to which the legal expenses relate.

(b) LRS will deposit all funds received in an appropriate account for which accurate records will be maintained. Business license taxes collected for the Municipality, less the service charge herein agreed to, will be disbursed to the Municipality on or before March 1 of each calendar year and thereafter as remaining collections permit.

Section 5. Special Provisions for BTP. (a) Pursuant to Title 38, Chapter 45 of the South Carolina Code of Laws (the "Brokers Insurance Statute"), the Municipality designates the Municipal

Association of South Carolina as the municipal agent to act on behalf of the municipality for the purposes of the Brokers Insurance Statute.

(b) The Brokers Insurance Statute governs the receipt from the South Carolina Department of Insurance (“DOI”) and distribution to the Municipality of all municipal premium taxes from brokers for non-admitted surplus lines insurance. Upon receipt of the taxes from the DOI, LRS will deposit all funds received in an appropriate account for which accurate records will be maintained. Taxes will be disbursed to the Municipality, less the service charge herein agreed to, as collections permit.

CITY OF CAYCE, SOUTH CAROLINA

Name:

Title:

ATTEST:

Name:

Title: City Clerk of Cayce

Memorandum

To: Mayor and Council

From: Tracy Hegler, City Manager

Date: May 2, 2023

Subject: Acceptance of donation of the Thomas A. Newman Boat Landing from Dominion Energy

ISSUE

Council approval is needed to accept a donation of property, which includes the Thomas A. Newman public boat landing off of Old State Road, from Dominion Energy.

DISCUSSION/BACKGROUND

The City of Cayce first entered into an agreement with SCE&G in 1983 to maintain the public boat access located on the Congaree River, and once historically known as Granby Landing. Throughout the years, the City of Cayce has made significant upgrades to the landing which includes paving, lights, cameras, new gangways, and attaching our famous Riverwalk to both sides.

Dominion Energy has offered the City of Cayce a very generous donation of the outright ownership of the now Thomas A. Newman Boat Landing (Portion of Lexington County Tax Map# 5800-03-004). By the City owning the landing, it can now qualify for grants to maintain and upgrade the facility.

Update: This item was deferred by City Council at the April 4, 2023 meeting for additional information, which has been provided.

RECOMMENDATION

Staff recommends Council accept the donation of land (known as the Thomas A. Newman Boat landing located on Granby Landing Road off of Old State Road). Further, Council is asked to approve the Agreement of Gift of Property document prepared by Dominion and to authorize the City Manager to execute the Agreement and any related closing documents and take such further actions as recommended by the City's attorneys.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON) AGREEMENT OF GIFT OF PROPERTY

THIS AGREEMENT is made this _____ day of _____, 2023, between Dominion Energy South Carolina, Inc., a South Carolina corporation (“DESC”), and the City of Cayce, a body politic (“the City”). DESC and the City may be individually referred to herein as “Party” or jointly as the “Parties.”

RECITALS

WHEREAS, DESC is the owner of certain real property hereinafter described, which the City desires to acquire, and DESC desires to make a charitable contribution to the City upon the terms and conditions set forth below; and

WHEREAS, the City is qualified to receive charitable contributions and intends to use the property to further its tax-exempt purposes;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of One Dollar (\$1.00) in hand to each Party paid by the other and in further consideration of the mutual covenants and agreements hereinafter set forth, the Parties do agree as follows:

1. OFFER. For and in consideration of mutual promises and obligations specified herein, the City agrees to acquire, and DESC agrees to donate, that certain parcel of land with improvements (hereinafter called the “Property”), which is more fully described in *Section 2- Description* below, subject to the terms and conditions hereinafter set forth.

2. DESCRIPTION: Said Property is situated in the City of Cayce, County of Lexington, State of South Carolina (the “Property”) and is described as follows:

All that certain piece, parcel or lot of land containing 3.89 acres, more or less, commonly known as Congaree Boat Landing, shown on a plat prepared for DOMINION ENERGY, by SURVEY ONE, LLC, R.L.S. No. 19404, dated MARCH 6, 2023 (the "Plat"). The City shall have the Plat approved and recorded either prior to or at Closing. (the "Property").

Derivation: This being a portion of the same property conveyed to SCE&G by deed of Energy Subsidiary, Inc., dated December 31, 1978, recorded February 9, 1979 in the RMC Office for Lexington County in Record Book 318 at Page 30 (1/2 interest); and by deed of Otarre Development Company, dated December 31, 1978, recorded February 9, 1979 in the RMC Office for Lexington County in Book 318, at Page 26 (1/2 interest).

NOTE: SCE&G is now known as Dominion Energy South Carolina, Inc.

Tax Map Number: Portions of 5800-03-004

TOGETHER WITH, a non-exclusive, perpetual easement for ingress, egress, and regress, on foot or motor vehicle, over and across those public and/or private roadways, improved and unimproved, known as Old State Road and Granby Landing Road as more particularly shown on the Survey.

3. CLOSING. The Parties hereto agree that the Closing of the above-described Property shall occur on or before April 14, 2023. If Closing is not able to occur by this date, then the Closing may be extended upon the written agreement of the Parties.
4. TITLE/DEED RESTRICTIONS. This conveyance is made subject to any and all existing reservations, easements, encroachments, restrictions, covenants, zoning, governmental regulations, land use regulations, and rights-of-way or servitudes of record in Lexington County which may affect the Property or as may be revealed by an inspection of the Property. DESC agrees to convey insurable fee title and to deliver a limited warranty deed in proper form for recording, free and clear of liens and encumbrances except as here in stated. This conveyance is further subject to any and all easements or servitudes which now exist for the benefit of DESC and its affiliated companies, inchoate or perfected, and shall further reserve to DESC and its affiliated companies, their successors and assigns, right of ingress, egress and access in, to, over,

across, and out of the above described Property for corporate purposes associated with the existing easements or servitudes, if any.

5. RESERVATION. The Parties agree that DESC shall reserve unto itself an electric and gas right-of-way easement for itself, its successors and assigns. The City agrees to execute the distribution easement agreement, substantially similar to DESC's template attached hereto as Exhibit "B", at the Closing. This conveyance is also made subject to all covenants, restrictions, easements, rights-of-way and other matters of record or shown on the plat referred herein and other plats of record, or which may be revealed by a visual inspection of the property, as affecting the within-described property.

6. CONSIDERATION. DESC and The City hereby acknowledge and agree that this transfer is a gift conveyance of the Property. In connection with this transfer, The City agrees to cooperate with DESC by executing, providing, and/or filing all documentation and information required to qualify this transaction for a charitable contribution deduction, pursuant to applicable current provisions of the Internal Revenue Code and the *South Carolina Code of Laws*; provided, however, that the City's cooperation and actions taken pursuant to this *Section* shall not expand or enlarge its obligations or liabilities, nor unreasonably increase its costs and expenses under this Agreement and shall not make The City a guarantor of or otherwise be deemed to be a representation by the City to the amount of the allowable charitable contribution deduction available to DESC.

7. RIGHT OF ENTRY AND ENVIRONMENTAL. The City has access by virtue of the existing lease agreement between the Parties. The City and/or its agents shall be permitted to have access to the Property for the purpose of making inspections, surveys or other tests, making measurements, conducting environmental tests, and otherwise making such additional physical inspections, and analysis thereof as the City shall deem necessary. If at any time prior to Closing, the City shall determine for any or for no reason at all that the Property is not suitable for its purposes, then this Agreement shall be terminated and rendered null and void and of no further force or effect against either Party. If, during the performance of environmental testing by the City, the City determines that there are significant environmental, archeological, or other conditions that by law or regulation must be reported to appropriate authorities or otherwise

preserved, the City shall immediately notify DESC. In addition, such findings may not be disclosed to any third party without the written consent of DESC, unless such disclosure is required by law. In the event that the City should deem it necessary to make a report to the South Carolina Department of Health and Environmental Control (“SCDHEC”), or other State or Federal authority, regarding findings on the Property, the City agrees to concurrently supply DESC with a duplicate copy as submitted to SCDHEC, or to such other authority. Notwithstanding anything to the contrary contained herein, prior to any invasive environmental testing of the Property, the City must obtain DESC’s advance written consent to such activities, which may be withheld in its sole and absolute discretion. In the event DESC elects to withhold consent to invasive environmental testing, the City shall have the right to terminate this Agreement upon written notice to DESC given prior to Closing.

8. NO WARRANTY. The City and DESC agree that the PROPERTY IS BEING CONVEYED IN “AS IS” CONDITION WITH NO WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED. DESC makes no representation as to the use or usefulness of the Property for any purpose.

9. TAXES. Property taxes shall be paid by DESC for the current tax year.

10. TITLE DEFECTS.

a. On or before Closing, DESC will do, make, execute and deliver all such additional and further acts, deeds, instruments and documents as may be reasonably required by the City to completely vest insurable title to the Property into the City. In the event of a defect of title that DESC is not aware of as of the date of this Agreement that DESC elects not to cure and the City does not otherwise agree to waive, the City may terminate this Agreement upon written notice to DESC given prior to Closing.

b. DESC will cause the Property to be released from all mortgages, deeds of trust, deeds to secure debt, security agreements, financing statements and all other security interests relating to existing indebtedness that is secured in whole or in part by the Property. The City acknowledges that DESC will not provide releases from mortgages and indenture agreements at Closing, if any, but will provide such releases within a reasonable time after Closing or prior to the issuance of the City’s final title insurance policy, whichever

shall first occur. DESC will provide the City at or before Closing with copies of the proposed release documents.

11. POSSESSION. The City shall have the right of occupancy immediately at Closing.
12. FACSIMILE. Both The City and DESC agree that receipt of a signed Agreement by facsimile shall be the same as receipt of an original signed Agreement.
13. NOTICES. All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be effective upon: personal delivery to the Party to whom they are addressed; or, upon receipt/confirmation, if sent via e-mail or facsimile to the addresses indicated below; or, if mailed, five (5) days following deposit in the United States mail first class postage prepaid, registered or certified; or, if sent by nationally recognized overnight courier, the date when signed for at addressee's residence or place of business and addressed to each Party at the following address:

DESC:

Ray M. Nix, CCIM
Real Estate Department
220 Operation Way, Mail Code D112
Cayce, South Carolina 29033-3701
Email: ray.nix@dominionenergy.com
Telephone: (803) 217-9289
Facsimile: (803) 933-7417

The City of Cayce

The Honorable Elise Partin
Mayor
1800 12th Street
Cayce, SC 29033
Email:
Telephone: (803) 796.9020
Facsimile: (803) 266-4644

With copy to:

Stuart M. Lee, Esquire
Rogers Townsend, LLC
1221 Main Street, 14th Floor
Columbia, South Carolina 29201
Email: Stuart.Lee@rogerstownsend.com
Telephone: (803) 744-1822

Danny Crowe, Esquire
Crowe & LaFave
PO Box 1149
Columbia, South Carolina 29202

14. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of South Carolina, exclusive of its choice of law rules.

15. COOPERATION OF PARTIES. Both Parties agree that they will cooperate in the negotiation, preparation and execution of all documents required to effectuate the transaction contemplated herein.
16. SURVIVAL OF PROVISIONS. The provisions of this Agreement which are not fully executed by the closing of this transaction, including without limitation the following: *Section 4 – Title/Deed Restrictions; Section 5 – Reservation; Section 9 – Taxes; and Section 12 – Facsimile through Section 18 – Counterparts*, shall survive the Closing and remain in full force and effect, enforceable by the Parties according to such terms.
17. SEVERABILITY. Any term of this Agreement held to be illegal or invalid will be held as if it had never existed, and the remainder of the Agreement will remain legal and valid.
18. COUNTERPARTS. So that each Party may have an original of this Agreement, this document shall be executed in two or more identically worded counterparts.
19. ENTIRE CONTRACT; BINDING CONTRACT. This Agreement expresses the entire agreement between the Parties, and there is no other agreement, oral or otherwise, modifying the terms hereunder and the Agreement shall be binding on the Parties, their principals, successors, and assigns, and the persons signing this Agreement on behalf of the Parties have the authority to do so. This Agreement shall only be amended by a written agreement signed by both Parties.

(Signature page follows)

WITNESS the Parties have entered into this Agreement on the day and year first above written.

**DOMINION ENERGY
SOUTH CAROLINA, INC**

By: _____

Print Name: _____

Its: _____

THE CITY OF CAYCE

By: _____

Print Name: _____

Its: _____

EXHIBIT "A"

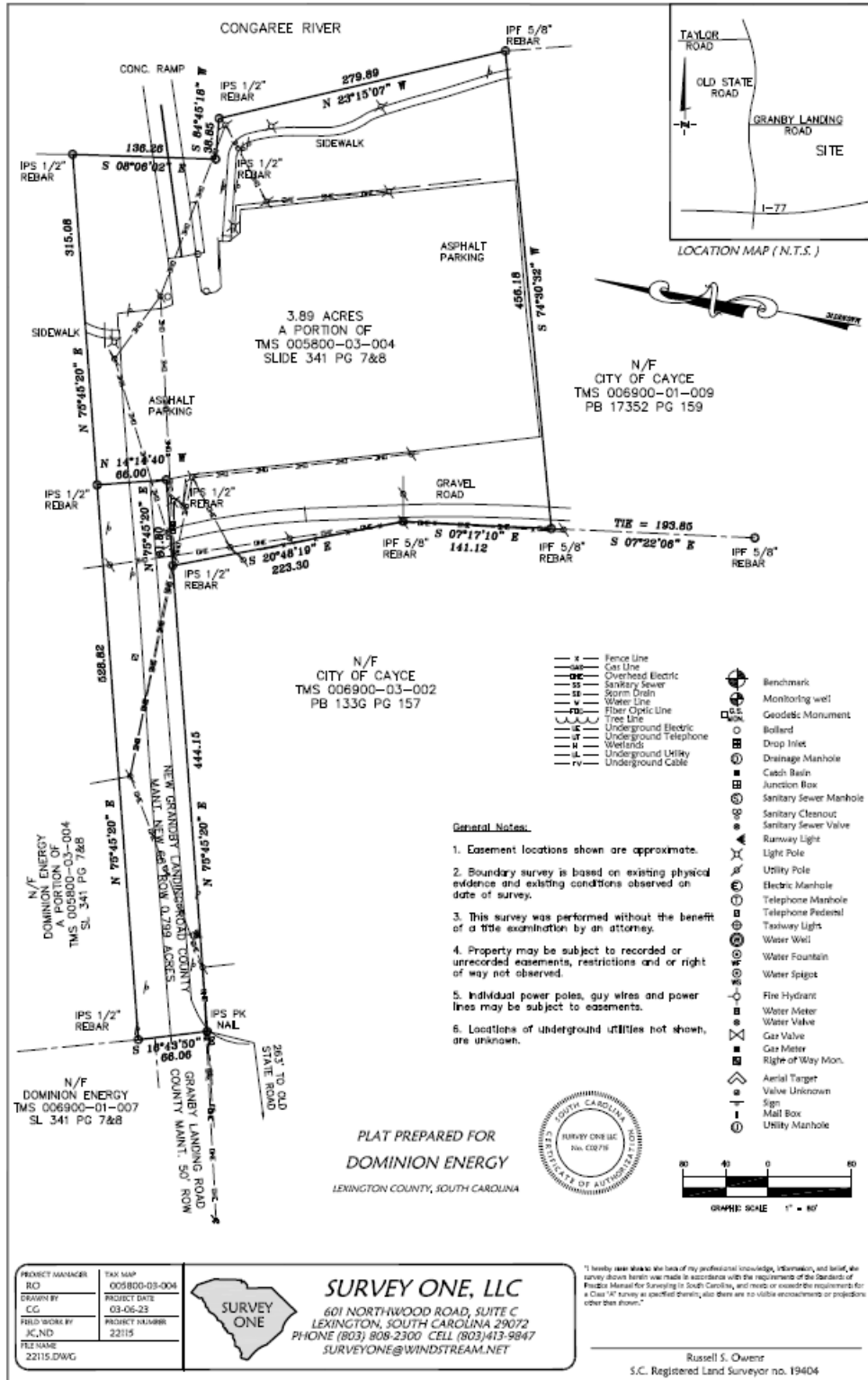


EXHIBIT "B"

INDENTURE, made this _____ day of _____, 20__ by and between _____ of the County of _____ and State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the DOMINION ENERGY SOUTH CAROLINA, INC., a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor, being the owner of land situate in the County of _____, State of South Carolina, hereby grants and conveys to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, perpetually maintain and operate an overhead or underground electric line or lines consisting of any or all of the following: poles, conductors, lightning protective wires, municipal, public or private communication lines, cables, conduits, pad mounted transformers, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, upon, over, across, through and under land described as follows: a tract or lot of land containing _____ acres, more or less, and being the same lands conveyed to Grantor by deed of _____, dated or recorded _____, and filed in the Register of Deeds office for _____ County in Book _____ at Page _____ (the "Property").

Easement Description:

TMS:

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary or desirable and the right to remove said line or any part thereof.

Together also with the right to lay, construct, maintain, operate, repair, alter, replace and remove pipe lines, together with valves, tieovers and appurtenant facilities for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Fifteen (15) feet on each side of any pole lines and Five (5) feet on each side of any underground wires or pipe lines and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successors and assigns as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein. Grantor further agrees to maintain minimum ground coverage of thirty-six (36) inches and maximum ground coverage of fifty-four (54) inches over all underground primary electric lines. Grantor further agrees to maintain minimum ground coverage of twenty-four (24) inches and maximum ground coverage of forty-two (42) inches over all underground pipe (gas) lines. Together also with the right of entry upon said lands of Grantor for all of the purposes aforesaid.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

Memorandum

To: Mayor and Council

From: Tracy Hegler, City Manager

Date: May 2, 2023

Subject: Discussion and Approval of a License Agreement with Norfolk Southern for Railroad Encroachment to Repair the Railroad Avenue and State Street Sewer Line

Issue

Council approval is needed in order to enter into an agreement with Norfolk Southern Railroad for a long term lease for a sewer line encroachment that runs under the railroad at Railroad Avenue and State Street.

Discussion

The sewer line that crosses the railroad tracks at Railroad Avenue and State Street collapsed in November of 2021. The line is old and one of the few in the area that the City has not relined. The line was unable to be fixed or removed. We have been working with Norfolk Southern to obtain approval for a new bore that will be drilled in the same area as the old line and a new pipe will be laid. While obtaining permits and approvals, we have been using one of our pumps to bypass around the collapsed line. We have now obtained the agreement from Norfolk Southern for the encroachment into the railroad right-of-way and are requesting Council's approval on the agreement due to it being a years-long rental of an easement. The total cost for the Norfolk Southern encroachment fees are \$12,560 (including the risk fee and licensing fee). ARPA funding was previously approved by Council for this project in the amount of \$300,000. The license agreement was reviewed by the City's attorney.

Recommendation

Staff recommends Council approve the license agreement with Norfolk Southern Railway Company and authorize the City Manager to execute.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement"), dated as of November 15, 2022 (the "Effective Date") is made and entered into by and between

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, whose mailing address is 650 West Peachtree St. Box 22, Atlanta, Georgia 30308 (hereinafter called "Railway"), and **CITY OF CAYCE**, a(n) South Carolina Government Entity, whose mailing address is P.O. Box 2004, Cayce, South Carolina 29171 (hereinafter called "Licensee").

WITNESSETH

WHEREAS, Licensee has submitted to Railway an Application (as defined herein) related to the proposed installation and construction of **proposed installation of one (1) underground transverse 10" PVC wastewater pipeline with a 24" steel casing**. (hereinafter called the "Facilities") located in, over or under, and across the right-of-way or property and any tracks of Railway at or near:

- Milepost R-110.29, Coastal Division
- Latitude 33.9745972085313, Longitude -81.0524355538647
- Cayce, Lexington County, South Carolina

the same to be located in accordance with and limited to the installation shown on the diagram set forth in **EXHIBIT A** attached hereto and made a part hereof (such right-of-way or property of Railway, collectively, the "Premises"); and

WHEREAS, Railway has approved the Application for the initial installation and construction of the Facilities; and

WHEREAS, Licensee desires a license to use such right-of-way or property of Railway for the installation and construction, as well as the subsequent maintenance, operation and removal, of the Facilities.

NOW, THEREFORE, Railway and Licensee agree as follows:

1. Grant; Consideration; Term. Subject to Section 2(b) below, Railway hereby grants to Licensee, insofar as Railway has the right to do so, without warranty and subject to all encumbrances, covenants and easements to which the Railway's title may be subject, the right to use and occupy so much of the Premises as may be necessary for the installation, construction, maintenance, operation and removal of the Facilities (collectively, "Operate" or "Operations"). Upon execution of this Agreement, Licensee shall pay to Railway (i) a non-refundable, non-assignable, one-time license fee in the amount of ~~TWENTY ONE THOUSAND THREE HUNDRED AND FIFTEEN AND 00/100 DOLLARS (\$21,315.00)~~ **TEN THOUSAND SIX HUNDRED SIXTY AND 00/100 DOLLARS (\$10,660.00)**, and (ii) if applicable as determined by Railway pursuant to Section 12 below, the Risk Financing Fee (as defined in Section 12). The

Commented [SS1]: This is the amount negotiated with NS. If a longer term is desired then the license fee will increase accordingly. Note it might be possible to negotiate a new fee at the end of the initial term and extend the license.

term of this Agreement shall commence on the Effective Date and shall continue for a period of twenty (20) years, subject to prior termination as hereinafter described (the "Term").

2. Use and Condition of the Premises.

(a) The Premises shall be used by Licensee only for Operations and for no other purpose. Licensee accepts the Premises in their current "as is" condition, as suited for Operations, and without the benefit of any improvements to be constructed by Railway.

(b) With respect to each Operations project that requires access to the Premises after the initial installation and construction of the Facilities, Licensee shall submit to Railway an application conforming to Railway's then-current standards and procedures (an "Application") for review and approval.

3. Installation of the Facilities; Railway Support. Licensee shall, at its expense, Operate the Facilities (i) on a lien-free basis and in such a manner as will not interfere with the operations of Railway, or endanger persons or property of Railway and (ii) in accordance with (a) the plans and specifications (if any) shown on the prints attached hereto and any other specifications prescribed by Railway, (b) applicable laws, regulations, ordinances and other requirements of federal, state and local governmental authorities, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance-of-Way Association, when not in conflict with the applicable plans, specifications, laws, regulations, ordinances or requirements mentioned in clauses (a) and (b) above. All underground pipes must have secondary pipe containment if the material flowing through the pipeline poses a safety or environmental hazard. Any change to the character, capacity or use of the Facilities shall require execution of a new agreement. In the event it becomes necessary for Licensee to deviate from the approved plans and specifications, Licensee shall seek prior approval from Railway's Division Engineer or his or her authorized representative and, when applicable, an authorized representative of the Division Engineer in the field during Construction Monitoring. Licensee shall provide Railway with complete as-built drawings of the Facilities in an electronic format within thirty (30) days of (i) completion of the initial installation and construction of the Facilities and (ii) completion of any material change to the Facilities.

4. Railway Support. With respect to each Operations project that requires access to the Premises, Railway shall, at Railway's option, furnish, at the sole expense of Licensee, Support Services. The term "Support Services" means such materials and services as necessary, in Railway's sole judgment, to support Railway's tracks and to protect Railway's traffic, including without limitation flagging services and Construction Monitoring during Operations that require access to the Premises. Support Services shall be provided unless Railway's Division Engineer or his or her authorized representative provides to Licensee a written waiver of Support Services, whether in whole or in any part, in a given instance. The term "Construction Monitoring" means services comprised of one or more Railway representatives being assigned and present to monitor construction activities of Licensee, which may include a preconstruction site assessment and a post-construction site assessment.

5. Electronic Interference. If the Facilities cause degradation of Railway's signal, communications and other electronic systems (hereinafter collectively called the "Electronic Systems") or endanger Railway's personnel or other individuals entitled to be on or about the Premises, through inductive or electrostatic interference or otherwise, Licensee, at its expense, will modify the Facilities to the satisfaction of Railway so as to eliminate such degradation or danger. Such modifications may include, without limiting the generality of the foregoing, transposing circuits or providing additional shielding, reactance or other corrective measures deemed necessary by Railway. The provisions of this Section 5 shall apply to the Electronic Systems existing as of the date of this Agreement and to any Electronic Systems that Railway may install in the future.

6. Corrective Measures. If Licensee fails to take any corrective measures requested by Railway in a timely manner, or if an emergency situation is presented which, in Railway's judgment, requires immediate repairs to the Facilities, Railway, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

7. Railway Changes. If Railway shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of Railway, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, Licensee shall, upon not less than thirty (30) days prior written notice from Railway and at Licensee's sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of Railway, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of Railway.

8. Assumption of Risk. Unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway, Licensee hereby assumes all risk of damage to the Facilities and Licensee's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and, [to the extent permitted by law](#), Licensee hereby indemnifies Railway, its officers, directors, agents and employees from and against any liability for such damage.

9. Entry Upon Premises. Licensee shall enter the Premises in any given instance only pursuant to an approved Application. Prior to commencement of any work to be performed on or about the Premises, Licensee shall notify the appropriate Division Engineer or their authorized representative for the scheduling of Support Services as determined pursuant to Section 4 above. Within seventy-two (72) hours after the Division Engineer's actual receipt of such notification, the Division Engineer shall review the necessity and availability of flagmen for the proposed work and advise Licensee of such matters and the estimated cost of Support Services. No work shall be permitted on or about the Premises without the presence of Railway's flagman or the Division Engineer's waiver of the requirement for flag protection. Entry on or about the Premises or any other Railway right-of-way without the Division Engineer's prior approval shall be deemed trespassing. Licensee agrees to pay Railway, within thirty (30) days after delivery of an invoice therefor, for the cost of Support Services provided by or on behalf of Railway.

10. Liens; Taxes. Licensee will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the

consent or request of Railway, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving Licensee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, Licensee shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by Licensee within the Premises. In the event that any such lien shall attach to the Premises or Licensee shall fail to pay such taxes, then, in addition to any other right or remedy available to Railway, Railway may, but shall not be obligated to, discharge the same. Any amount paid by Railway for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by Licensee to Railway within ten (10) days after Railway's demand therefor.

~~++~~ Indemnification. To the extent permitted by law. Licensee hereby agrees to indemnify and save harmless Railway, its officers, directors, agents and employees, from and against any and all liabilities, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and property damage to whomsoever or whatsoever occurring (hereinafter collectively, "Losses") that arise in any manner from (a) the presence of the Facilities on or about the Premises, (b) any Operations or any failure to conduct Operations properly, or (c) any act, omission or neglect of Licensee, its agents, servants, employees or contractors in connection therewith, unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway.

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12.11. Insurance.

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(a) Insurance Requirements. Without limiting in any manner the liability and obligations assumed by Licensee under any other provision of this Agreement, and as additional protection to Railway, Licensee shall comply with the following provisions:

(i) Subject to subsection (ii) below, upon execution of this Agreement, Licensee shall pay Railway a risk financing fee of \$1,900 (the "Risk Financing Fee") to provide Railroad Protective Liability Insurance or such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate with respect to the initial construction and installation of the Facilities.

(ii) Prior to commencement of each Operations project that requires access to the Premises, unless Railway elects to make available and Licensee pays the then-current Risk Financing Fee for a given Operations project, Licensee shall furnish Railway with an original Railroad Protective Liability ("RPL") Insurance Policy naming Railway as the named insured and having a limit of (1) not less than a combined single limit of \$2,000,000 each occurrence and \$6,000,000 aggregate, or (2) if the value of a given operations project exceeds \$350,000, not less than a combined single limit of \$5,000,000 per occurrence and \$10,000,000 in the aggregate. Each RPL policy shall conform to CG 00 35 04 13 or equivalent and include coverage for Terrorism and the Physical Damage to Property Endorsement and shall name Norfolk Southern Corporation and its affiliates and subsidiaries as the insured. Licensee shall ensure that the project location, Licensee identification and work description appear on the declaration pages of

a given RPL policy. Licensee shall provide an electronic copy of each RPL policy (and not merely the binder) to Railway at ns.permitting@railpros.com for review and approval prior to commencing any work on the associated Operations project. Licensee may submit inquiries about RPL issues at ns.permitting@railpros.com.

(iii) Licensee shall maintain a Commercial General Liability (“CGL”) policy containing products and completed operations and contractual liability coverage, with a combined single limit of not less than \$2,000,000 for each occurrence. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The policy shall not deny any obligation of any insured under the Federal Employer’s Liability Act, as amended. The CGL policy shall provide additional insured coverage equivalent to ISO CG 20 10 11/85.

(iv) Licensee shall maintain Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an “any auto” (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providing annual limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading.

(v) Licensee shall maintain Workers’ Compensation Insurance to meet fully the requirement of any compensation act, plan or legislative enactment applicable in connection with the death, disability or injury of Licensee’s officers, agents, servants or employees arising directly or indirectly out of the performance of this Agreement;

(vi) Licensee shall maintain Employers’ Liability Insurance with limits of not less than \$1,000,000 each accident \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease;

(b) General Insurance Requirements. Each insurance policy referred to in subsection (a) above shall also comply with the following requirements:

(i) Additional Insureds. Each insurance policy (excluding any RPL policy and Workers’ Compensation policy) shall name Railway and its parent, subsidiary and affiliated companies as additional insureds with an appropriate endorsement to each policy.

(ii) Licensee’s Coverage Primary and Without Right to Contribution. All policies secured by Licensee, whether primary, excess, umbrella or otherwise, and providing coverage to the Railway as an additional insured (1) are intended to take priority in responding and to pay before any insurance policies Railway may have secured for itself must respond or pay and (2) may not seek contribution from any policies the Railway may have secured for itself.

(iii) Severability of Interests (Cross Liability). No cross-liability

exclusions are permitted that would apply to the additional insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.

(iv) Waiver of Subrogation. To the fullest extent permitted by law, all insurance furnished by Licensee pursuant to this Agreement shall include a waiver of subrogation in favor of Railway with an appropriate endorsement to each policy.

(v) Notice of Cancellation, Modification or Termination. Each insurance policy shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days' prior written notice to the additional insureds.

(vi) No Limitation. Each insurance policy shall not limit any of Licensee's indemnity obligations or other liabilities under this Agreement. The insurance available to Railway and its parent, subsidiary and affiliated companies as additional insureds shall not be limited by these requirements should Licensee maintain higher coverage limits.

(vii) Any deductibles or self-insured retentions of Licensee over \$50,000 must be declared and approved by Railway. Approval of such requests shall not be unreasonably withheld.

(viii) Licensee shall require all subcontractors who are not covered by the insurance carried by Licensee to maintain the insurance coverages set forth in subsection (a) above, except for the RPL insurance, including but not limited to additional insured status for Railway and its parent, subsidiary and affiliated companies.

(ix) Licensee shall furnish their memorandum of insurance and the RPL Insurance Policy to Railway's Managing Agent prior to execution of this Agreement at ns.permitting@railpros.com. The insurance coverage required herein shall in no way limit Licensee's liability under this Agreement.

13. 11. Environmental Matters. Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances or other requirements of federal, state and local governmental authorities relating to (a) any Operations, including notification and reporting of any releases, and (b) any contamination of any property, water, air or groundwater arising or resulting, in whole or in part, from Licensee's operation or use of the Premises pursuant to this Agreement. In addition, Licensee shall obtain any necessary permits to conduct Operations. To the extent permitted by law, Licensee agrees to indemnify and hold harmless Railway from and against any and all fines, penalties, demands or other Losses (including attorneys' fees) incurred by Railway or claimed by any person, company or governmental entity relating to (a) any contamination of any property, water, air or groundwater due to the use or presence of the Facilities on the Premises, (b) Licensee's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises or (c) any violation of Licensee's obligations imposed under this Section. Without limitation, this indemnity provision shall extend to any cleanup and investigative costs relating to any contamination of the Premises arising or

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resulting from, in whole or in part, Licensee's use of the Facilities or any other activities by or on behalf of Licensee occurring on or about the Premises. Licensee further agrees not to dispose of any trash, debris or wastes, including hazardous waste, on the Premises and will not conduct any activities on the Premises which would require a hazardous waste treatment, storage or disposal permit.

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~~14.~~ 12. Assignments and Other Transfers.

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(a) Licensee shall not assign, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right or privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Any such assignment or other transfer made without Railway's prior written consent shall be null and void and, at Railway's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, upon prior written notice to Railway, Licensee may assign this Agreement to a parent, a wholly-owned subsidiary of Licensee or a wholly-owned subsidiary of Licensee's parent without Railway's consent; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.

(b) Railway shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Railway shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Railway for the performance of the obligations of "Railway" hereunder.

~~15.~~ 13. Meaning of "Railway". The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of Railway and their respective officers, directors, agents and employees.

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~~16.~~ 14. Default; Remedies.

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(a) The following events shall be deemed to be events of default by Licensee under this Agreement:

(i) Licensee shall fail to pay the Fee or any other sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) Licensee shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to Licensee;

(iii) Licensee shall become insolvent or unable to pay its debts as they become due, or Licensee notifies Railway that it anticipates either condition;

(iv) Licensee takes any action to, or notifies Railway that Licensee intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Licensee under any such statute; or

(v) A receiver or trustee shall be appointed for Licensee's license interest hereunder or for all or a substantial part of the assets of Licensee, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by Licensee, whether enumerated in this Section or not, Railway shall have the option to pursue any remedies available to it at law or in equity without any additional notices to Licensee. Railway's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event Licensee shall immediately surrender the Premises to Railway; (ii) entry into or upon the Premises to do whatever Licensee is obligated to do under the terms of this License, in which event Licensee shall reimburse Railway on demand for any expenses which Railway may incur in effecting compliance with Licensee's obligations under this License, but without rendering Railway liable for any damages resulting to Licensee or the Facilities from such action; and (iii) pursuit of all other remedies available to Railway at law or in equity, including, without limitation, injunctive relief of all varieties.

~~17.~~ 15. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, Railway shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If Licensee shall fail to install the Facilities within one (1) year from the date of the Agreement, or if Licensee shall discontinue the use or operations of the Facilities for one (1) year; or

(b) If Railway shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If Railway, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If Railway, in the good faith judgment of its Superintendent, determines that one or more aspects of Operations unduly interfere with the operation and maintenance of the facilities of Railway, or with the present or future use of such property by Railway, its lessees, affiliates, successors or assigns, for their respective purposes.

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~~18.~~ 16. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to Licensee hereunder shall, at the sole option of Railway, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of Railway, and Licensee shall have no claim thereto, the same being hereby expressly waived by Licensee.

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~~19.~~ 17. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of Licensee. Upon the expiration or termination of this Agreement, Licensee shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by Railway, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event Licensee shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become the property of Railway for Railway to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefor; provided, however, in the event Railway elects to remove the Facilities, Railway, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.

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~~20.~~ 18. Entire Agreement. This Agreement contains the entire agreement of Railway and Licensee and supersedes any prior understanding or agreement between Railway and Licensee respecting the subject matter hereof, and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.

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~~21.~~ 19. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the Term, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

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~~22.~~ 20. Modifications; Waiver; Successors and Assigns. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of this Agreement shall be deemed to have been waived by Railway unless such waiver shall be in a writing signed by Railway and addressed to Licensee, nor shall any custom or practice that may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of Railway to insist upon the performance by Licensee in strict accordance with

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the terms hereof. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. If there shall be more than one Licensee, the obligations hereunder imposed upon Licensee shall be joint and several.

~~23.~~ 21. Notice. Any and all other notices, demands or requests by or from Railway to Licensee, or Licensee to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

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If to Railway:
c/o Norfolk Southern Corporation
650 West Peachtree Street, Box 22
Atlanta, Georgia 30308
Attention: Director Real Estate

If to Licensee:
CITY OF CAYCE
P.O. Box 2004
Cayce, South Carolina 29171
Attention: Blake Bridwell

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

~~24.~~ 22. Miscellaneous. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of Railway and Licensee under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant. The provisions of this Agreement that, by their nature, are intended to survive the expiration or earlier termination of this Agreement, including Sections ~~8, 9, 10, 11, 13 and 17,~~ shall so survive.

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~~25.~~ 23. Limitations of Grant. Licensee acknowledges that the license granted hereunder is a quitclaim grant, made without covenants, representations or warranties with respect to Railway's (a) right to make the grant, (b) title in the Premises, or (c) right to use or make available to others the Premises for the purposes contemplated herein. Railway is the owner and/or holder of the Premises subject to the terms and limitations under which it is owned or held, including without limitation conditions, covenants, restrictions, easements (including any pre-existing fiber optic easements or licenses), encroachments, leases, licenses, permits, mortgages, indentures, reversionary interests, fee interests, zoning restrictions and other burdens and limitations, of record and not of record, and to rights of tenants and licensees in possession, and Licensee agrees that the rights licensed hereunder are subject and subordinate to each and all of the foregoing. Licensee

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accepts this grant knowing that others may claim that Railway has no right to make it, and Licensee agrees to release, hold harmless and, to the extent permissible by law, indemnify (and, at Railway's election, defend, at Licensee's sole expense, with counsel approved by Railway) Railway, its affiliated companies, and its and their respective officers, directors, agents and employees, from and against any detriments to, or liabilities of, any type or nature arising from such claims, including punitive damages and any forfeitures declared or occurring as a result of this grant.

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~~26.~~ 24. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, Railway shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by Licensee, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or lost profits. It is understood and agreed by Licensee that Railway cannot and will not make any warranties, representations or guarantees that Licensee's communication system (if any), as located on Railway's property, will not be interrupted.

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the date first above written.

Witness: _____
As to Licensee

As to Railway

**NORFOLK SOUTHERN RAILWAY
COMPANY**

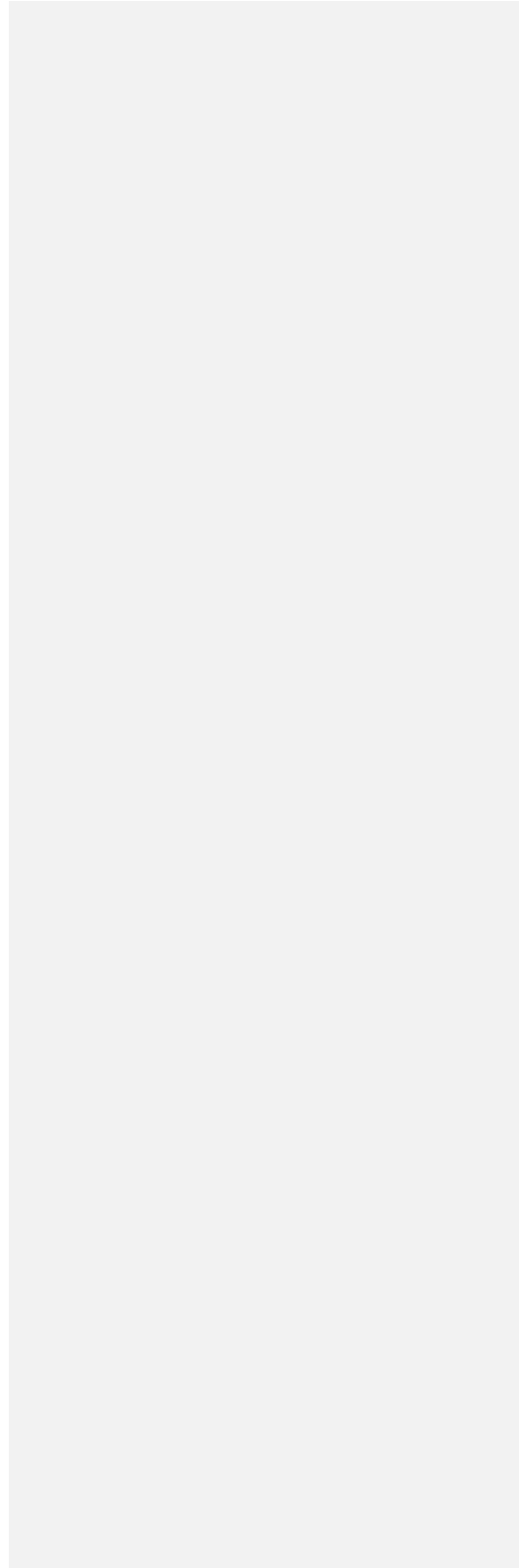
Witness:
By: _____
Real Estate Manager

CITY OF CAYCE

Title: _____

By: _____

Activity Number: 1304972
SJS: 3-9-23





**APPROVED MINUTES
PLANNING COMMISSION
CAYCE CITY HALL
1800 12th Street Extension
Monday, February 27, 2023
6:00 PM**

I. CALL TO ORDER

The meeting was called to order at 6:00 p.m., by Chair Ed Fuson. Members present were Patty Foy, Richard Boiteau, Robert Power, Michael Wuest, Michael Mahoney and Nancy Stone-Collum. Staff present were Assistant City Manager Michael Conley and Zoning Administrator Monique Ocean.

II. WELCOME TO NEW PLANNING COMMISSION MEMBER, NANCY STONE-COLLUM

Nancy Stone-Collum was welcomed as a new member to the Planning Commission.

III. APPROVAL OF MINUTES

Robert Power made a motion to approve the minutes of January 23, 2023, meeting. Patty Foy seconded the motion. All were in favor.

IV. STATEMENT OF NOTIFICATION

Zoning Administrator Monique Ocean confirmed that the public and media were notified of the meeting and public hearing.

V. MAP AMENDMENT 001-23

A request, by the owner, Cynthia Heathington, to rezone a property from C-4 (Highway Commercial) to RS-3 (Single Family Residential). The property is located at 1235 Frink Street (Tax Map Number 005727-02-027).

a. Opening Statement

Monique Ocean stated to the Planning Commission that the applicant requested to change the zoning of the property from C-4 (Highway Commercial) to RS-3 (Single Family Residential). Ms. Ocean stated that the property is the site of a dilapidated structure which has not been occupied for 10 years or more. Ms. Ocean stated that the requested RS-3 zoning designation is not in compliance with the Comprehensive Plan. Ms. Ocean stated that staff does not recommend approval of the rezoning request because it is not in compliance with the Comprehensive Plan and a residential zoning would be intrusive to the commercial zoning on Frink Street. Robert Baker, the son of the applicant, came before the Planning commission to discuss the rezoning request. Mr. Baker stated that the property was sold to them as a residential use. Mr. Baker stated they did not discover the property was zoned for commercial use until later. He stated the house on the property has a lot of damage and he wishes to repair it so that his mom may live in it. Mr. Baker stated that the house on the property has no commercial value.

b. Public Comment

Daniel Tubbs, Susan Ron, Isola Calhoun, and Frances Hopkins spoke in favor of the rezoning request. They all believe it would be beneficial for the property to be used for a home.

c. Adjourn Public Hearing

With no further comment, the public hearing was closed.

d. Motion

Richard Boiteau made a motion to recommend that Council deny the request. Mr. Boiteau stated the request is not compatible with the Comprehensive Plan and the area is commercially zoned. Michael Mahoney seconded the motion. A roll call vote was then taken. Patty Foy, Nancy Stone-Collum, Ed Fuson, Robert Power, and Michael Wuest voted against the motion. The reasons given for voting against the motion were that the area is in need of beautification, the subject property is adjacent to residences, the residential zoning does not cause undue burden to the area, and it would be a good idea to turn the structure in to a home. So, by a majority vote of 5 to 2, Mr. Boiteau's motion failed.

A motion to recommend approval of the rezoning was made by Michael West and seconded by Patty Foy. The Planning Commission decided by a majority vote of 5 to 2 to recommend Council approve the request to rezone 1235 Frink Street from C-4 (Highway Commercial) to RS-3 (Single Family Residential).

VI. NEW BUSINESS

a. Discussion on light trespass for residential properties

Mr. Boiteau presented a model ordinance regarding light nuisances for review by the Planning Commission and Staff. Mr. Boiteau stated he believed the model ordinance would be a good starting point to write a similar ordinance for Cayce. Staff assured the Planning Commission that the proposal for the light nuisance ordinance would be presented to the City Manager for further review.

b. Discussion with Assistant City Manager Mike Conley

Mike Conley spoke to the Planning Commission about the vote at the January Planning Commission meeting. Mr. Conley stated that Council had instructed him to get information about why the Planning Commission voted to deny a withdrawal request from the applicant regarding the rezoning application. Mr. Conley stated that Council thought denial of the withdrawal in the applicant's absence may not present good customer service for the City. Michael Wuest stated the Planning Commission had ample discussion on the matter and then decided to vote on it instead of approving a withdrawal. Richard Boiteau asked if Staff could get more data on pertinent information that may help the Planning Commission make their vote, in the future. Mr. Conley stated if the Planning Commission wanted more data on something, please make the request to Staff. Mr. Conley stated all discussions before a public hearing must remain politically correct.

VII. ADJOURNMENT

Nancy Stone-Collum made a motion to adjourn the meeting. Michael Wuest seconded the motion. All were in favor.

**Cayce Historical Museum Commission
March 1, 2023 Meeting Minutes**

The March 1, 2023 meeting of the Cayce Historical Museum Commission (CHMC) was held in the Cayce Visitors Center. The meeting was convened at 4:00 by Acting Chairman, James Stewart. The following individuals attended the meeting:

Name	Status
Archie Moore	Commissioner
Mary Sharpe	Commissioner
James Stewart	Commissioner (Acting Chair)
A.G. Dantzler	Commissioner (Excused Absence)
Charlita Earle	Commissioner
Pamela Sulton	Commissioner
Garrett Creasman	Commissioner
David Brinkman	Commissioner
Marcy Hayden	Commissioner (Conference Call)
Andy Thomas	Cayce Museum Curator
Mike Conley	Assistant City Manager

Upcoming Events:

3/16 Charles Sumter Battle of 1881-Charles Baxtely
3/25 Cayce Soiree on State Street
4/1 Colonial Village at Tartan Day South

Invocation: Commissioner Sulton

Action Items:

Donations
Oral History Committee

February Meeting Minutes:

The Commission reviewed the previous meeting minutes. Commissioner Moore asked that the minutes be amended to state that no official meeting of the Strategic Planning Committee had been held, only a phone call to discuss scheduling the meeting. Commissioner Sulton motioned that the meeting minutes be accepted with the amendment. Commissioner Creasman seconded the motion, and the minutes were approved by unanimous vote.

Museum Staff Report

Updates: The AR/VR project moving forward with filming additional content and working to schedule more dates.. The cabin roof has been delayed due to the weather, but work is scheduled to start soon. The African American exhibit is moving forward and the Black History Month events and social media posts were well received. The sweet grass basket class was filled and may look into doing a second one this year. Catawba Pottery appraisal is moving forward. Potential donations and requests were put forward for the Commission's consideration at the last meetings. A donation of shoes and clothing was offered to the Museum. Ms. Earle made a motion to decline this donation because it was not a good fit for the Museum (Seconded by Commissioner Brinkman, with unanimous vote). Mr. Thomas discussed upcoming Tartan Day South Colonial Village and other upcoming events.

Committee Reports:

- The Fees Committee continued to review Visitor Center rental policy and local pricing was reported by Commissioner Creasman and Commissioner Sharpe. They will continue to work with Mr. Thomas to establish fair pricing and fees for use of the meeting space.
- The subcommittee for establishing a new Museum foundation 501(c)3 plans to have the nonprofit incorporated in the first quarter of the year. Draft By-laws were sent out prior to the meeting for Commissioners to review. No action was taken on the by-laws at this meeting, but Commissioners have the opportunity to review and make suggestions prior to the April meeting.
- The preservation project for the unpaved and closed section of Old State Road is a concern for the Commission. Commissioner Moore discussed his work on this project and updated the Commission as to the status. Chairman Stewart provided additional insight on the National Historic Register process and paperwork. The Commission will review submitted documents and create a subcommittee to begin preservation work.

Ongoing Business:

- The subcommittee for strategic planning has had a phone call but no official meeting.

- They will meet prior to the new Commission meeting (April). They will meet to create a framework/schedule for full Commission's deliberations.
- The Annual Review of the By-laws needs to take place at the next meeting in April. By-laws were sent out to the Commissioners prior to this meeting and suggested updates and changes have been recorded in the minutes. Commissioners are asked to review for discussion at the April meeting.

New Business

- New Committee- Cayce Oral Histories Committee will be established to document Cayce's history from residents. This committee will be working with Museum staff to capture stories and histories from residents for use at the Museum. Volunteers for this committee included Commissioners Sharpe, Commissioner Sulton, Commissioner Hayden, Commissioner Moore and Mr. Jeff Wilkinson (volunteer).
- Chair Stweart also asked Commissioners to re-establish volunteers for an events committee which will be led by Commissioner Stulton as the Vice Chair with focus for this year on continuing the annual Chirstimas festivities.

Having no further business, Commissioner Sulton motioned for the meeting to adjourn. The motion was seconded by Commissioner Creasman and the meeting was adjourned at **5:24PM**.