Mayor Elise Partin Mayor Pro-Tem
Tim James

Council Members
Phil Carter
Hunter Sox
Byron Thomas

City Manager Jim Crosland Deputy City Manager Mike Conley Assistant City Manager Wesley Crosby



City of Cayce Regular Council Meeting Wednesday, March 19, 2025 5:00 p.m. – Cayce City Hall – 1800 12th Street

www.caycesc.gov

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

REGULAR COUNCIL MEETING

- I. Call to Order
 - A. Invocation and Pledge of Allegiance
- II. Public Comment Regarding Items on the Agenda
- III. Ordinances
 - A. Discussion and Approval of Ordinance 2025-03 Establishing New Municipal District/Ward Lines for the Election of Council Members Reflecting Population Changes in the Year 2020 Census and Repealing All Previous Ordinances Establishing District/Ward Lines Second Reading
- IV. Items for Discussion and Possible Approval
 - A. Discussion and Approval to Ratify an Agreement Approved by the City Manager, Under the Emergency Powers of Sec. 2-146, with G.H. Smith Construction, Inc., Carolina Paving & Grading, LLC and Hinterland Group, Inc. for the Emergency Repair of a Sewer Main Failure
 - B. Discussion and Approval of an Agreement for Completion of a Subdivision and for Providing of a Surety Bond or Letter of Credit
 - C. Discussion and Approval to Enter into a Contract with Raftelis Financial Consultants Inc. for Financial Consulting

V. Committee Matters

A. Appointments
Board of Zoning Appeal – One (1) Position
Museum Commission – One (1) Position

- VI. City Manager's Report
- VII. Council Comments

VIII. Executive Session

- A. Discussion of Lexington County economic development projects relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses within the City
- B. Receipt of legal advice and discussion of proposed contractual arrangements relating to
 - i. Avenues Drainage Project
 - ii. SCDOT Intergovernmental Agreement regarding the Avenues Drainage Project
- C. Receipt of legal advice relating to claims and potential claims by and against the City and other matters covered by the attorney-client privilege
 - i. Fire-truck warranty litigation
- D. Receipt of legal advice and other matters covered by attorney-client privilege relating to City Attorney communications

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

- IX. Reconvene
- X. Possible actions by Council in Follow up to Executive Session
 - A. Bid Award for one or more phases of Avenues Drainage Project
 - B. Approval of SCDOT Intergovernmental Agreement regarding the Avenues Drainage Project
- XI. Adjourn

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

Memorandum

To: Mayor and Council

From: James Crosland, Deputy City Manager

Date: March 19, 2025

Subject: Ordinance Establishing New District Lines for Municipal Elections - Second Reading

ISSUE

Council's approval is needed to give Second Reading to an Ordinance establishing new district lines for Municipal elections.

BACKGROUND

In response to the issuance of the new decennial census data, the City is obligated to undertake a redrawing of its Districts, if determined necessary, and worked with the South Carolina Revenue and Fiscal Affairs Office (SCRFA) to complete this process. In response to the issuance of the new decennial census data, it has been determined, that the city is in need of redrawing of its municipal voting districts. The city is working with the South Carolina Revenue and Fiscal Affairs Office (SCRFA) to complete the process.

After reviewing the City's Census data, SCRFA identified a target population for each District of 3,445 individuals. To achieve a recommended population deviation of 5%, District 2 needs to increase their population and District 4 needs to decrease their current population.

In March 2023, City Council adopted a Resolution (attached) outlining the standards by which it will use to achieve its redrawn district boundaries. In June 2023, Council considered the proposed changes to District lines for First Reading but decided to defer the redistricting until after the November 2023 Municipal Election to ensure that all affected residents were informed of the proposed changes to the Districts.

Furthermore, on February 4, 2025, Council deferred the proposed new district lines until the February 19, 2025, Council Meeting, to ask SCRFA to review several additional district line suggestions. The Map, Exhibit A, reflects those suggested changes.

The attached Map, Exhibit A, shows the proposed new boundaries to meet the adopted standards and required laws. Corresponding demographics can be seen in Exhibit B.

RECOMMENDATION

Staff recommends Council give Second Reading approval of an Ordinance "Establishing new Municipal District/Ward Lines for the Election of Council Members Reflecting Population Changes in the Year 2020 Census and Repealing All Previous Ordinances Establishing District/Ward lines."

	ORDINANCE 2025-03
STATE OF SOUTH CAROLINA	Establishing New Municipal District/Ward Lines for the Election of Council Members
COUNTY OF LEXINGTON	Reflecting Population Changes in the Year 2020 Census and Repealing All
CITY OF CAYCE	Previous Ordinances Establishing District/Ward Lines

WHEREAS, the Council is authorized, pursuant to S.C. Code Section 5-15-50, to establish by ordinance municipal ward or district lines for the election of City Council members elected from wards or districts; and

WHEREAS, the results of the Federal Year 2020 Census reveal changes in the populations of the existing wards or districts from which Council members are elected; and

WHEREAS, the Council has determined that it is in the interest of the City to establish new municipal ward or district lines reflecting the changes in population as shown by the Census so as to seek to provide for fair and equal representation of the population in the wards or districts of the City and to comply with the United States Constitution and the Voting Rights Act of 1965, as amended; and

WHEREAS, the Council adopted a resolution approving the process for 2020 Census redistricting at its meeting on March 7, 2023;

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

- (1) That the ward or district lines for election of Council members from the four single-member wards or districts, as shown in the map attached as Exhibit "A" hereto, are hereby adopted and are incorporated herein by reference as if fully set forth.
- (2) That the pertinent demographic data in reference to the election wards or districts depicted in Exhibit "A" is attached to this Ordinance as Exhibit "B" and is incorporated herein by reference as if fully set forth.
- (3) That, upon adoption of this Ordinance, the map attached as Exhibit "A" shall be kept in the official records of the City.
- (4) That the provisions of any prior Ordinances of the City establishing other ward or district lines for election of Council members, including without limitation the Ordinance adopted April 13, 2004, are hereby specifically and expressly repealed. This repeal shall not affect the validity of the offices of any Council members elected pursuant to ward or district lines in effect at the time of their elections to such office.

(5) The City Manager is authorized and directed to take such administrative actions to promulgate and execute such procedures and policies as may be necessary or desirable to carry into effect and implement the redistricted single member election districts provided for in this Ordinance including the elections required thereby.

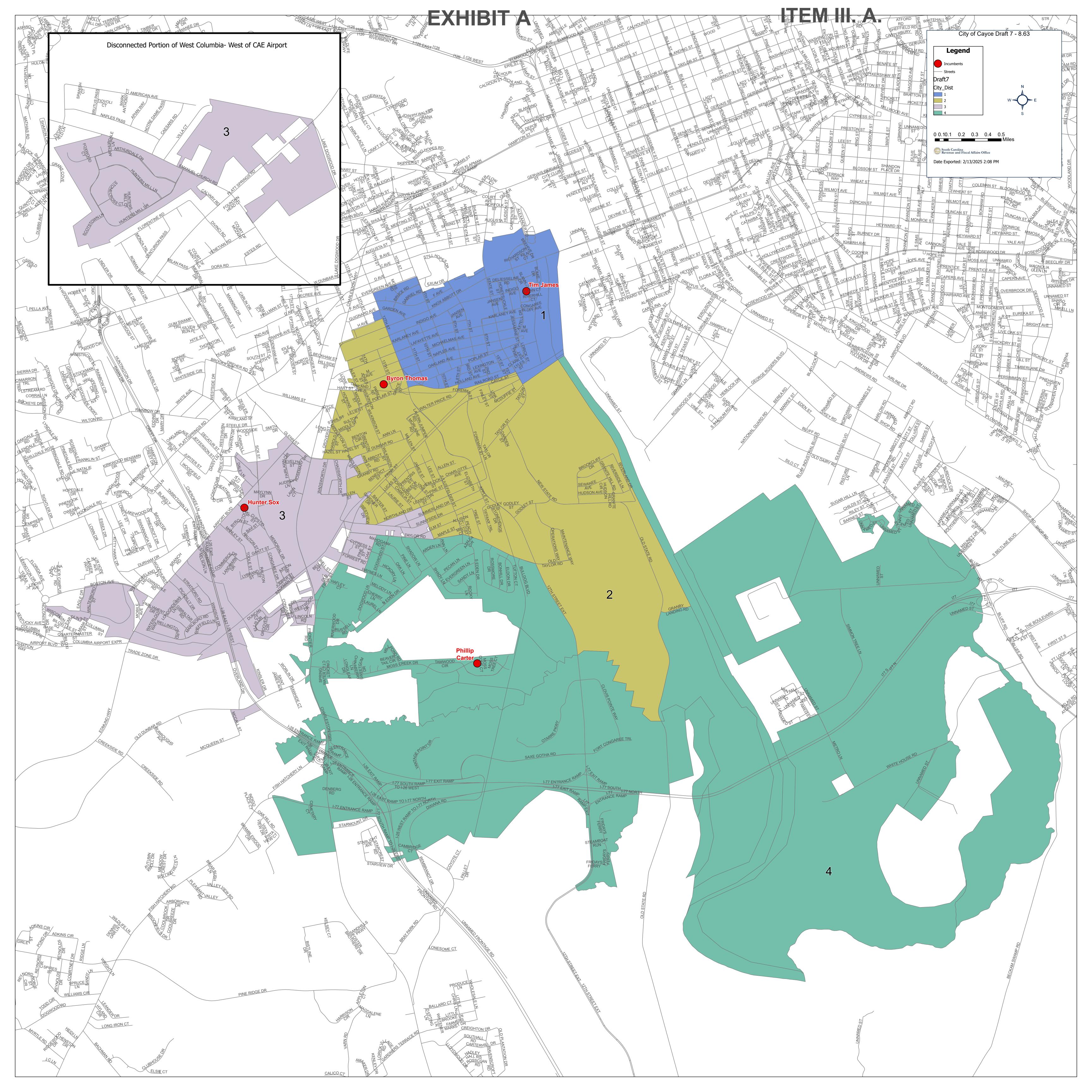
This Ordinance shall be effective from the date of second reading approval by Council.

DONE IN MEETING DULY ASSEMBLED,	this	day of	2025
	Elise P	artin, Mayor	
Attest:			
Mendy Corder, CMC, Municipal Clerk			
Public Hearing:			
First Reading:			
Second Reading and Adoption:			
Approved as to form: William C. Dillard, Jr., C	 ity Attorr	ney	

ITEM III. A.

EXHIBIT B

Cayce	Table 2: To	tal Popu	lation by	Race *Race	defined us	sing DOJ de	finitions. N	ot Hispanic c	or Latino is	abbreviated as NH.		Table 1:	2020 Census	s Counts A _l	pplied to Curre	ent Districts	
									NH								
				%	NH	% NH	NH DOJ	% NH DOJ	Other				2020				
Municipality	District	Total	Hispanic	Hispanic	White	White	Black*	Black	Race	% NH Other Race		District		Goal	Over/(Under)	% Deviation	
Cayce	1	3,555	201	5.65%	2,619	73.67%	421	11.84%	314	8.83%		1	3,555	3,445	110	3.19%	
Cayce	2	3,489	186	5.33%	1,577	45.20%	1,548	44.37%	178	5.10%		2	3,489	3,445	44	1.27%	
Cayce	3	3,257	386	11.85%	1,962	60.24%	612	18.79%	297	9.12%		3	3,257	3,445	(188)	-5.46%	
Cayce	4	3,480	118	3.39%	2,506	72.01%	648	18.62%	208	5.98%		4	3,480	3,445	35	1.01%	
	Total	13,781	891	6.47%	8,664	62.87%	3,229	23.43%	997	7.23%							
												Lowest	-5.46%				
												Highest	3.19%				
	Table 3: Vo	ting Age	Population	on by Race	*Race defi	ned using I	OOJ definitio	ons. Not His	oanic or La	tino is abbreviated as N		Range	8.65%				
			-						NH								
				%	NH	% NH	NH DOJ		Other							_	
		Total	Hispanic	Hispanic	White	White	Black*	% NH DOJ	Race	% NH Other Race					f Cayce Draft 7		
Aunicipality	District	VAP	VAP	VAP	VAP	VAP	VAP	Black VAP	VAP	VAP				Target P	opulation: 3,4	145	
Cayce	1	3,193	152	4.76%	2,396	75.04%	376	11.78%	269	8.42%	sts 4	,100					3,480
Cayce	2	2,657	108	4.06%	1,326	49.91%	1,099	41.36%	124	4.67%	stric 3	3,600	3,555		3,489	3,257	
Cayce	3	2,473	218	8.82%	1,630	65.91%	424	17.15%	201	8.13%	Dis		-				
Cayce	4	2,942	78	2.65%	2,191	74.47%	494	16.79%	179	6.08%	ent 3	3,100 ———					
	Total	11,265	556	4.94%	7,543	66.96%	2,393	21.24%	773	6.86%	. J	,600				_	
											to						
											Applied 1	2,100					
		Sum of		Sum of				Sum of	Sum of		dd 1	,600					
		Hispanic_	Sum of	NH_DOJ_BL	Sum of	Sum of	Sum of	VAP_NH_WH	VAP_NH_D		=	.,000					
low Labels 🖃	Sum of total	0	NH_WHT	K	NH_OTHER	VAP_TOTAL	VAP_HISPAN	T	OJ	Sum of VAP_NH_OTH	aţi 1	1,100				_	
	1124	62	926	75	61	851	36	712	52	51	Populatio	600				-	
	934	31	723	123	57	718	23	559	100	36) Pc	000					
	818	38			30		30	588	31	23	2020	100					
	490	15					9						1		2	3	4
Grand Total	3366	146	2795	259	166	2631	98	2212	195	126					Distric	t	



STATE OF SOUTH CAROLINA)	
		RESOLUTION APPROVING THE
		PROCESS FOR 2020
		REDISTRICTING
)	
COUNTY OF LEXINGTON)	

WHEREAS, the data for the 2020 Census pertaining to Cayce, South Carolina has been released for review, assessment, and redistricting of City districts in the City of Cayce; and

WHEREAS, to ensure maximum review and public participation in developing redistricting plans based on the 2020 Census, the City of Cayce Council deems it necessary to publicly adopt criteria for the development of a redistricting plan in accordance with the 1965 Voting Rights Act as amended; and

WHEREAS, the following criteria for developing plans for redistricting 2020 will ensure compliance with the 1965 Voting Rights Act as amended and maximum public participation in the redistricting process:

- 1. The City will adhere to the court ordered constitutional requirement of "one person, one vote."
- 2. The City will adhere to the 1965 Voting Rights Act as amended and by associated controlling court decisions.
- 3. The City will ensure that districts are drawn contiguously, so that all parts of the district are connected to each other.
- 4. The City will ensure districts are drawn to minimize the division of voting precincts.
- The City will keep proposed districts geographically compact to the extent practicable, such that nearby areas of population are not bypassed for a more distant population.
- The City will ensure the districts are drawn, when feasible, with respect to
 existing districts and communities of interests, which will require input
 from Council and citizens.
- 7. The City will comply with other applicable court decisions and federal and state laws.
- 8. The City will solicit public comment and input as part of the development, review, and adoption process.
- 9. The City will adhere to the recommendations of the South Carolina Revenue and Fiscal Affairs Office of adopting a plan with a population variance of five percent (5%) or less; and

WHEREAS, the City of Cayce commits to developing a plan which will not have the purpose nor the effect of diluting any existing minority voting strength as part of its redistricting efforts so long as such commitment does not impact the City's ability to comply with the constitutional principles outlined above; and

WHEREAS, the City of Cayce expects the next steps to include receipt of a baseline map prepared by the South Carolina Revenue and Fiscal Affairs Office; public review and input of the baseline map; City Council review of baseline map; potential revisions; and Council adoption.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Cayce, in Council, duly assembled, that the above listed criteria for the 2020 Census Redistricting criteria and associated processes are hereby adopted to ensure maximum public participation, transparency, and engagement in the redistricting process.

APPROVED this day of_	, 2023.
	Elias Daviis Massa
ATTEST:	Elise Partin, Mayor
Mendy C. Corder, Municipal Clerk	_

Memorandum

To: Mayor and Council

From: James Crosland, City Manager

Michael Conley, Deputy City Manager

Date: March 19, 2025

Subject: Ratification of City Manager Action

Issue

Council approval is needed to ratify agreements approved by the City Manager, under the Emergency Powers of Sec. 2-146, with G.H Smith Construction, Inc. on 3/4/2025, Carolina Paving & Grading, LLC on 3/6/2025, and Hinterland Group Inc. on 3/7/2025 for the emergency repair of a sewer main failure.

Discussion

The City of Cayce had to take immediate action in response to a sewer main failure on 7th Street, located between Jansen and Michaelmas Avenues. G.H. Smith Construction, Inc. provided a quote and the necessary Certificates of Insurance for the needed repair work between Lafayette and Michaelmas Avenues, and a price was agreed upon for the needed equipment, materials, and labor to complete this portion of the job. This portion of the project consisted of excavation in the asphalt roadway, installation of approximately 340 linear feet of pipe, reconnection of services, and placement of flowable fill in the trench. Carolina Paving & Grading, LLC provided a quote and the necessary Certificates of Insurance for the milling and repaving of the asphalt roadway in this same block of 7th Street. A price was agreed upon for the needed equipment, materials, and labor to complete this portion of the job.

In addition, there were significant failures of the sewer main between Jansen and Lafayette Avenues. It was determined that this portion of the sewer main could be addressed through less invasive, trenchless technologies. Hinterland Group Inc. provided a quote and the necessary Certificates of Insurance for the needed repair work between Jansen and Lafayette Avenues, and a price was agreed upon for the needed equipment, materials, and labor to complete this portion of the job. This portion of the project consisted of pipe bursting approximately 760 linear feet of pipe, service reconnections, and a small amount of asphalt repair at the connection points. The total price quoted for the emergency repair work is as follows:

G.H. Smith Construction \$81,380.00 Carolina Paving & Grading, LLC \$27,500.00 Hinterland Group Inc. \$111,000.00

The City Manager approved the quotes using the Emergency Powers established by City of Cayce ordinance.

Sec. 2-146. - Emergency powers.

In case of accidents or other circumstances creating an emergency, the city manager may, with the consent of the council, award contracts and make purchases for the purpose of repairing damages caused by such accidents or meeting such public emergency; but he shall file promptly with the council a certificate showing such emergency and necessity for such action, together with an itemized account of all expenditures.

(Code 1975, § 2-57)

Recommendation

Staff recommends Council ratify the City Manager's action executing agreements with G.H. Smith Construction, Inc. for \$81,380.00, Carolina Paving & Grading, LLC for \$27,500.00, and Hinterland Group Inc. for \$111,000.00. The total of \$219,880.00 in emergency contracts will be funded as follows: \$27,500.00 from Utilities Wastewater Collection O&M budget for asphalt paving, and \$192,380 from Utilities Capital Reserves.

ITEM IV. A.

G.H. Smith Construction, Inc.

430 Shuler Court Columbia, S.C. 29212

8037815460

ghsmithconst@aol.com

803-781-1644

NAME / ADDRESS

City of Cayce Attn: Tim Wemple

RE: M Ave/7th St emergency sewer repair

Estimate

DATE	ESTIMATE
3/10/2025	0301

DESCRIPTION	QTY	COST	TOTAL
Provide equipment, materials and labor to replace	340	150.00	51,000.00
340 LF of PVC sewer Flowable fill 6" Service connections M Ave and 7th Street Sewer Repair	148 2	185.00 1,500.00	27,380.00 3,000.00

Carolina Paving & Grading, LLC 3257 Driftwood Point Gilbert, SC 29054 (803) 687-1980

PROPOSAL 03/05/2025

City of Cayce

Property Location: 7th street between L & M ave

THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO S.C. CODE ANN. SEC. 15-48-10.

Upon acceptance of this Proposal, Owner/Purchaser confirms that the site meets specifications, all required testing, permitting and engineering has been conducted by purchased and is satisfactory and is ready for Milling and Paving. On acceptance Carolina Paving & Grading, LLC, is authorized to proceed with the scope of work as indicated below.

Carolina Paving & Grading, LLC, agrees to provide labor, materials and equipment necessary to perform the following:

Mill roadway approximately 23" X 350" x 2". Dispose of millingsl. Pave roadway 2" of surface. Install valley gutter approximately 2' \times 100' 2" by M Avenue on 7th St.

Asphalt mixes shall comply with SCDOT standards. Asphalt Placement Specifications, County or SCDOT, as applicable, shall be followed by Carolina Paving & Grading, LLC. The purchaser shall forward any additional owner requirements or specifications to Carolina Paving & Grading, LLC to placement. Purchaser is required to properly lay-out and define areas to be paved.

This proposal price is guaranteed for 30 days from the above date. After the above price guarantee, Carolina Paving & Grading, LLC reserves the right to revise the proposal pricing, due to the instability of petroleum, material and other market changes. We propose hereby to furnish material and labor-complete in accordance with the above specifications in the sum of:

Mill and repave roadway. Total of \$27,500.00.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All claims, disputes, and other issues arising out of or relating to this agreement shall be decided by arbitration and the prevailing party as determined by S.C. Code Ann. Sec. 29-5-10, and Carolina Paving & Grading, LLC shall be entitled to recover its attorneys' fees and costs. On any amounts due or found to be due by arbitration, Carolina Paving & Grading, LLC, shall be entitled to interest at the rate of 1% per month from the date payment was due. Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. On acceptance, Carolina Paving & Grading, LLC is authorized to do the work as specified, and this shall serve as notice to proceed. **Payment Terms: Net due upon completion.**

Authorized Signature:	
Purchaser Acceptance:	
	Dated:



Hinterland Group Inc. 2051 West Blue Heron Blvd Riviera Beach, FL 33404 Info@HinterlandGroup.com

2/28/2025

City of Cayce

Attn: Tim Wemple, Assistant Superintendent of Special Projects

twemple@cavcesc.gov 803-739-5369/803-521-0246

Cayce - L Ave to K Ave Sewer Rehab

Item	Description	Qty	Unit	Unit Price	Extended Price
1	Mobilization	1	LS	\$ 4,800.00	\$4,800.00
2	Pipeburst, 8" IPS SDR17	380	LF	\$ 110.00	\$41,800.00
4	Patch Asphalt	1	LS	\$ 4,700.00	\$4,700.00
5	Service Reconnections, as needed	2	EA	\$ 3,300.00	\$6,600.00

Grand Total: \$57,900.00

Exclusions from Scope:

- 1. Permitting and Bonding
- 2. Any major MOT required (road closures, lane closures, detours, etc.)
- 3. This quote does not provide any bypass or manhole lining
- 4. Any other work not specifically listed in inclusions above
- 5. This proposal includes standard insurance requirements to meet the City of Cayce's requirements. A Certificate of Insurance (COI) will be provide prior to work commencing and it will list the City as Additional Insured 6. This proposal includes a one-year warranty from the completion date of the installation and City approval
- 7. The above scope of work for a lump sum price of \$57,900.00 is agreed to by all parties signed below:

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warranty. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate.

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Pre Pre	pared	By	:

Jake Crowe

jcrowe@hinterlandgroup.com

Office: (561) 640-3503 Mobile: (803)309-7487

CGC1520354 • CUC1224634 • CBC1255077 • EC13003615

Approved by: ___

jcrosland@caycesc.gov
1255077 • FC13003615

James Crosland, City Manager

Accepted By:

Accepted by: __



Hinterland Group Inc. 2051 West Blue Heron Blvd Riviera Beach, FL 33404 Info@HinterlandGroup.com

3/10/2025

City of Cayce

Attn: Tim Wemple, Assistant Superintendent of Special Projects

twemple@caycesc.gov 803-739-5369/803-521-0246

Cayce - 7th St K Ave to Jansen Ave

Item	Description	Qty	Unit	Unit Price	Extended Price
1	Pipeburst, 8" IPS SDR17	380	LF	\$ 110.00	\$41,800.00
2	Patch Asphalt	1	LS	\$ 4,700.00	\$4,700.00
	1 atti /15Dilait	1	LO	₽ T, /00.00	#T,/UU.UU

Grand Total: \$53,100.00

Exclusions from Scope:

- 1. Permitting and Bonding
- 2. Any major MOT required (road closures, lane closures, detours, etc.)
- 3. This quote does not provide any bypass or manhole lining
- 4. Any other work not specifically listed in inclusions above
- 5. This proposal includes standard insurance requirements to meet the City of Cayce's requirements. A Certificate of Insurance (COI) will be provide prior to work commencing and it will list the City as Additional Insured 6. This proposal includes a one-year warranty from the completion date of the installation and City approval
- 7. The above scope of work for a lump sum price of \$57,900.00 is agreed to by all parties signed below:

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ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Pre	pared	By:	

Approved by: _

Jake Crowe

jake Crowe

jcrowe@hinterlandgroup.com

Office: (561) 640-3503 Mobile: (803)309-7487

CGC1520354 • CUC1224634 • CBC1255077 • EC13003615

_____ Accepted by: _____

Accepted By:

James Crosland, City Manager jcrosland@caycesc.gov

Memorandum

To: Mayor and Council

From: James Crosland, City Manager

Michael Conley, Deputy City Manager

Monique Ocean Planning & Zoning Administrator

Date: March 19, 2025

Subject: Approval of performance bond and contractual agreement in lieu of completion

of the improvements required for the subdivision at 800 Lexington Avenue

Issue

Council approval is needed to accept a performance bond for the subdivision at 800 Lexington Avenue.

Discussion

Before selling lots or obtaining building permits, the developer (Broad Brook-CT, LLC.) must either complete all required improvements or provide financial assurance through a bond or letter of credit.

Council may accept a performance bond guaranteeing the completion of roads, storm drainage, sidewalks, and water/sewer systems within a set amount of time (2 years).

The bond must be 1.5 times the estimated cost of these improvements, as determined by a licensed South Carolina engineer.

If the bond is approved, a Bonded Plat can be recorded with the Lexington County Register of Deeds, allowing lot sales and the issuance of building permits.

The developer remains responsible for completing all infrastructure and maintenance until the Final Plat is approved and recorded, at which time the bond can be released.

Recommendation

Staff recommends Council approve the performance bond for 800 Lexington Avenue in lieu of completed improvements.

PERFORMANCE BOND (Subdivision Improvements)

Bond No. 3519335

WHEREAS, <u>Broad Brook-CT, LLC</u> (herein designated as "Principal"), and <u>City of Cayce</u> (herein designated as "Obligee") have entered into an agreement whereby Principal agrees to install and complete certain designated Subdivision Improvements, which said agreement, dated <u>March 12</u>, 20<u>25</u> and identified as project <u>800 Lexington Avenue Subdivision</u>, is hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and ______, <u>SureTec Insurance Company</u>, as surety, are held and firmly bound unto the Obligee in the penal sum of <u>Three Hundred Five Thousand</u>, <u>Eight Hundred Sixty</u> Dollars (\$305,860.50) lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee , its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. This bond will remain in effect until the Principal has performed all obligations required by Obligee in connection with said improvements.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications, however, the Surety shall not be liable for a greater sum than the amount specified in the bond.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on <u>March 12</u>, 20<u>25</u>.

Principal: Broad Brook-CT, LLC

By: Signature

Signature

Name:

Title: Arthrized

SureTec Insurance Company

By: Darren C. Foy

Signature

Name: Darren C. Foy Attorney-in-Fact

The Rider(s) Attached Hereto Is/Are Incorporated in the Bond and Contains Important Coverage Information and Limitations

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Darren C. Foy, Michelle S. Goodwin, Lois B. Griggs, Dara Williams, Cameron Wetherley

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on

behalf of the Company subject to the following provisions:

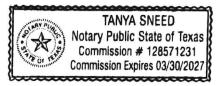
Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April,

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal , A.D. 2024 . to be hereto affixed this 12th day of August

State of Texas County of Harris SS:

, A.D. 2024 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose On this 12th day of and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Tanya Sneed, Notary Public

My commission expires March 30, 2027

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this ____

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4010008 For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



March 12, 2025

Ms. Monique Ocean

Planning & Zoning Administrator City of Cayce 1800 12th Street Cayce, SC 29033

RE: Bond Estimate

800 Lexington Avenue Subdivision

Dear Ms. Ocean,

The following is an opinion of the cost estimate, adequate to satisfactorily complete the above reference project. This opinion is based solely upon a visual inspection and no field work was conducted in this process.

BOND ESTIMATE				
DESCRIPTION OF WORK/MATERIALS	QUANTITY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
BMP MAINTENANCE				
Silt Fence	926	LF	\$1.50	\$1,389.00
			SUB-TOTAL	\$1,389.00
SEDIMENT AND EROSION CONTROL				
Silt Fence	926	LF	\$4.25	\$3,935.50
Grassing	2	Acre	\$3,000.00	\$6,000.00
			SUB-TOTAL	\$9,935.50
WATER DISTRIBUTION SYSTEM				
Water Main and appurtenances	1	LS	\$68,863.00	\$68,863.00
			SUB-TOTAL	\$68,863.00
SEWER COLLECTION SYSTEM				
Sewer System and appurtenances	1	LS	\$71,486.00	\$71,486.00
			SUB-TOTAL	\$71,486.00

Ms. Monique Ocean - 2 March 12, 2025

SIDEWALKS				
Concrete Sidewalks	323	SY	\$64.00	\$20,672.00
			SUB-TOTAL	\$20,672.00
ROADWAY				
Asphalt Pavement (SCDOT)	121	SY	\$75.00	\$9,075.00
Striping (SCDOT)	1	LS	\$1,900.00	\$1,900.00
4" Stone Base	742	SY	\$8.25	\$6,121.50
Road Repair (5% of Total)	45	SY	\$25.00	\$1,125.00
			SUB-TOTAL	\$18,221.50
	HARD COST SUB-TOTAL \$190		\$190,567.00	
ENGINEERING AND SURVEYING				
Final Plat, As-builts, Staking, etc. (7% of Total)	1	LS		\$13,340.00
			TOTAL	\$203,907.00

If you have any questions, please contact me at our office.

Sincerely,

Dustin B. Johnson, RE
President

President

President

Memorandum

To: Mayor and Council

From: James Crosland, City Manager

Michael Conley, Deputy City Manager

Date: March 19, 2025

Subject: Agreement for Water and Sewer Rate and Financial Consulting

Issue

Council approval is needed to authorize the City Manager to execute a Master Agreement with Raftelis Financial Consultants, Inc.

Discussion

Raftelis Financial Consultants, Inc. was engaged by Pope Flynn, LLC during FY24 to perform a utility rate study for the City's water and sewer utility funds. An annual review of the City's utility rates is required by the utility bond covenants. A financial review of the rate model developed during the rate study is acceptable to meet this requirement. The process for an update and review of the rate model is much quicker and costs significantly less than a full financial rate study. In essence, the update is a calibration of the rate model that has already been developed to ensure staff has the tools necessary to cover O&M expenses and debt service, as well as to determine funding of Capital Improvement Projects (CIP) for financial planning purposes.

In order to assist staff in these financial consulting matters, it is in the City's best interest to utilize the services of Raftelis. The City is allowed to waive the formal bid process for professional services as established by Ordinance.

Sec. 2-144(9). – Procurements and contracts.

City council may waive the informal and formal bid procedures when it is to the advantage of the city to acquire goods and/or services on a most convenient source basis or sole-source basis in situations of prolonged supply chain delays or on the basis of a previously awarded bid or contract, and for professional services when the person employed is customarily employed on a fee basis rather than by competitive bidding (such as, by way of example, for an appraiser, attorney or physician).

(Code 1975, § 2-57)

It is also anticipated that Raftelis will be needed for other services in the future, such as for consultation on bond transactions. Raftelis is the only MSRB Registered Municipal Advisor in the country, as defined in Section 15B(e) of the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder (Municipal Advisor Rule).

The Master Agreement defines the general statement of work and allows for Task Orders to be developed. The Task Orders will define the scope of any future work in more detail and include a negotiated cost associated with the scope. There are no costs associated with the Master Agreement. The use of Master Agreements with Task Orders is consistent with other professional services provided to the City.

Recommendation

Staff recommends City Council waive the formal bid process and allow the City Manager to execute a Master Agreement with Raftelis Financial Consultants, Inc.

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF CAYCE, SOUTH CAROLINA AND RAFTELIS FINANCIAL CONSULTANTS, INC.

This Consulting Agreement ("Agreement") is entered into this	_ day of	, 2025 (hereinafter
referred to as the effective date of the agreement) by and between	ı, City of Cayce,	South Carolina (the
"Client") and Raftelis Financial Consultants, Inc., 227 W. Trade St.	reet, Suite 1400,	Charlotte, NC 28202
("Raftelis").		

Witnesseth

WHEREAS, Raftelis is engaged and experienced in public finance, management, and pricing, and service delivery, and WHEREAS, The Client desires to hire Raftelis and Raftelis agrees to provide services to the Client, NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

Article 1 – Statement of Work

Raftelis shall provide professional consulting services to prepare various financial and/or organizational assessment services as requested and outlined in subsequent task orders for Client. Raftelis will perform the services as set forth in its proposals sent to Client and included in the Scope of Services.

Article 2 – Time for Completion

This Agreement will commence upon approval by the Client and remain in effect for a period of one year. Further renewals of this Agreement are at the option of and shall be mutually agreed to by the Parties.

Article 3 – Compensation

Client shall pay to Raftelis the sum not to exceed the amount listed in each task order, which includes professional fees and direct expenses incurred in performing the Scope of Services, as well as an hourly technology expense reimbursement. The parties understand that this sum is based upon the Scope of work at Raftelis' current standard hourly rate schedule. Any expansion of the Scope of work by the Client shall involve discussion of and agreement about additional fees and time by both parties.

Raftelis shall submit invoices to the Client on a monthly basis for services rendered to the date thereof. Such invoices shall be supported by appropriate documentation; at a minimum, the task performed, the individuals working on such task, the level of each such individual, and expenses incurred. Each invoice will contain all hours and expenses from Raftelis for the month. Upon receipt of monthly invoice, the Client will remit payment of same amount to Raftelis within 30 days.

<u>Article 4 – Additional Services</u>

At the Client's request, Raftelis may submit proposals for additional professional services. Each proposal submitted shall detail: (1) Scope of work for the additional services; (2) period of services to be performed; and (3) method and amount of compensation. The Client shall provide written acceptance and authorization to Raftelis prior to the commencement of work on any proposed additional services. Each proposal for additional services accepted and approved by the Client shall become part of this Agreement and shall be governed by the terms and conditions contained herein.

Article 5 – Place of Performance

Raftelis shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or support by the Client.

Article 6 - Indemnification

Raftelis hereby agrees to indemnify and defend the Client, its officers, directors, managers, and employees ("Indemnified Party" or "Indemnified Parties") and to hold the Indemnified Parties harmless against third party claims, costs, and expenses, including reasonable attorney's fees, action, or demands against the Indemnified Parties and against damages for injury to or death of any person and for loss of or damage to all property caused by the negligent acts, errors, or omissions of Raftelis in performing this Agreement, except to the extent the claims, demands, liabilities, cost, and expenses are caused by the negligent acts, errors, or omission of an Indemnified Party.

<u>Article 7 – Insurance</u>

Raftelis shall maintain the types and levels of insurance during the life of this Agreement as specified below. The Client will be named as additional insured on Raftelis' Certificates of Insurance and Raftelis will provide the Client with these Certificates of Insurance.

Commercial General Liability Insurance – \$1,000,000 for each occurrence and \$2,000,000 in the aggregate

<u>Comprehensive Automobile Liability Insurance</u> – \$1,000,000 combined single limit each occurrence – hired and non-owned only

<u>Workers Compensation Insurance</u> – Statutory limits

Professional Liability Insurance – \$5,000,000 occurrence and \$5,000,000 in excess

Excess or Umbrella Liability – \$5,000,000 occurrence and \$5,000,000 in the aggregate

<u>Cyber Security</u> – \$5,000,000

Article 8 – Confidential Information

Raftelis acknowledges and agrees that in the course of the performance of the services pursuant to this Agreement, Raftelis may be given access to, or come into possession of, confidential information from the Client, of which information may contain privileged material or other confidential information. Raftelis acknowledges and agrees, except as required by judicial or administrative order, trial, or other governmental proceeding, that it will not use, duplicate, or divulge to others any such information marked as "confidential" disclosed to Raftelis by the Client ("Confidential Information") without first obtaining written permission from the Client. All tangible embodiments of such information shall be delivered to the Client or the destination of such information by Raftelis requested by the Client. The Client acknowledges Raftelis has the right to maintain its own set of work papers, which may contain Confidential Information.

Article 9 – Independent Contractor Status

It is understood and agreed that Raftelis will provide the services under this Agreement on a professional basis as an independent contractor and that during the performance of the services under this Agreement, Raftelis' employees will not be considered employees of the Client within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. Raftelis' employees shall not be entitled to benefits that may be afforded from time to time to Client employees, including without limitation, vacation, holidays, sick leave, worker's compensation, and unemployment insurance. Further, the Client shall not be responsible for withholding or paying any taxes or social security on behalf of Raftelis' employees. Raftelis shall be fully responsible for any such withholding or paying of taxes or social security.

Article 10 - Reliance on Data

In performance of the services, it is understood that the Client and/or others may supply Raftelis with certain information and/or data, and that Raftelis will rely on such information. It is agreed that the accuracy of such information is not within Raftelis' control and Raftelis shall not be liable for its accuracy, nor for its verification, except to the extent that such verification is expressly a part of Raftelis' Scope of services.

Article 11 – Standard of Performance

Raftelis will perform the services under this Agreement in accordance with the standard of professionals in its industry prevailing at the time and place the services are performed. Raftelis' opinions, estimates,

projections, and forecasts of current and future costs, revenues, other levels of any sort, and events and estimates of cost-justified system development fees shall be made on the basis of available information and Raftelis' expertise and qualifications as a professional. Raftelis will perform the Scope of services in conformance with the professional standards in its field of expertise prevailing at the time and place the Scope of services are performed. Raftelis does not warrant or guarantee that its opinions, estimates, projections or forecasts of current and future levels and events will not vary from the Client's estimates or forecasts or from actual outcomes. Raftelis identifies costs, allocates costs to customer classes and provides rate models. It does not establish rates, which is the legislative responsibility of the Client.

<u>Article 12 – No Consequential Damages</u>

To the fullest extent permitted by law, neither party shall be liable to the other for any special, indirect, consequential, punitive or exemplary damages resulting from the performance or non-performance of this Agreement notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of the party so released or whose liability is so limited and shall extend to the officers, directors, employees, licensors, agents, subcontractors, vendors and related entities of such party.

Article 13 – Termination of Work

This Agreement may be terminated as follows:

- 1. **By Client.** (a) for its convenience on 30 days' notice to Raftelis; or (b) for cause, if Raftelis materially breaches this Agreement through no fault of Client and Raftelis neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to Raftelis.
- 2. **By Raftelis.** (a) for cause, if Client materially breaches this Agreement through no fault of Raftelis and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Raftelis has given written notice of the alleged breach to Client; or (b) upon five days' notice if Work under this Agreement has been suspended by either Client or Raftelis in the aggregate for more than 30 days.
- 3. <u>Payment upon Termination</u>. In the event of termination, Raftelis shall be compensated for all work properly performed prior to the effective date of termination.

(Remainder of page intentionally left blank)

Article 14 – Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed deliverable when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for the Client:	If for Raftelis:
Name	Raftelis Financial Consultants, Inc.
	227 W. Trade Street
	Suite 1400
Title	Charlotte, NC 28202
Address	

Article 15 – Ownership of Work Product

All documents, data, compilations reports and studies prepared by Raftelis in performing the Scope of services shall be the property of the Client; provided that any use other than as contemplated in this Agreement or any alteration or modification of the Work Product shall be at the sole risk of Client, and Client shall indemnify, defend and hold Raftelis harmless from any claim, demand, liability, cost or expenses incurred by Raftelis from such use or modification. Nothing contained herein shall be deemed an assignment, transfer, or divestiture of its use by Raftelis of any of its trade secrets, know-how, or intellectual property.

Article 16 – Compliance with Applicable Laws

Raftelis is an equal opportunity employer and complies with all federal, state, and local fair employment practices laws. Raftelis strictly prohibits and does not tolerate discrimination against employees, applicants, or any other covered persons because of race, color, religion, national origin or ancestry, gender identity, sexual orientation, marital status, sex, pregnancy, age, disability, past, current, or prospective service in the uniformed services, or any other characteristic protected under applicable federal, state, or local law. All Raftelis employees, other workers, and representatives are prohibited from engaging in unlawful discrimination. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, training, promotion, corrective action, compensation, benefits, and termination of employment.

Any act of discrimination committed by Raftelis in the course of its performance under this Agreement, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement.

Article 17 – General Provisions

A. Entire
Agreement:

This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof.

B. Waiver:

The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

C. Relationship:

Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Raftelis and the Client; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

D. Assignment and

Delegation:

Neither Party shall assign this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.

E. Severability:

If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

F. <u>Governing</u> <u>Law</u>:

This Agreement shall be governed by, and construed in accordance with, the laws of the State of South Carolina.

G. <u>Paragraph</u> <u>Headings</u>:

The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the Scope or intent of this Agreement and are to be given no legal effect.

H. Third Party
Rights:

Nothing in this Agreement shall be construed to create or confer any rights or interest to any third party or third-party beneficiary. It is the intent of the parties that no other outside, non-party claimant shall have any legal right to enforce the terms of this Agreement.

<u>Article 18 – Disclosures</u>

As a registered Municipal Advisor under the Dodd-Frank Act, Raftelis is required to inform our clients of any existing or potential conflicts of interest that may be relevant to any proposed scope of services that may include providing "advice" as that term is defined in the Dodd-Frank Act. As of the date of this engagement letter, no conflicts of interest are known to exist.

Under the Dodd-Frank Act the definition of "advice" includes providing any opinion, information or assumptions related to the size, timing and terms of possible future debt issues or borrowing. This type of information may be integrated into the capital and financial planning components of a rate study update. This definition is applicable regardless of whether this information is developed and used solely for planning and decision-making purposes. For the services addressed in the scope of work identified for this engagement, any information that is developed by Raftelis that falls under this definition of municipal advice is not intended to represent a recommendation that the City of Cayce should issue debt based on the terms and assumptions used to develop the financial plan or forecast, or that the City of Cayce will, in fact, be able to issue debt under the exact terms and conditions assumed and used to develop the financial plan or forecast. The information developed as part of this rate study update, including any related municipal advice, is intended only to provide information useful in evaluating the potential impact on the utility and future rate adjustments of one potential course of action for the City of Cayce. If the City of Cayce decides at some future date to issue debt, then at that time the City of Cayce will need to engage an independent, registered Financial Advisor to assist in evaluating the availability of different types of debt, and the specific terms and conditions for issuing debt, which will be affected by market conditions and the 's credit rating at the time of issuance. At that time, as a registered Municipal Advisor, Raftelis can also provide additional assistance related to a specific bond or debt issue, such as preparing a bond feasibility report or financial forecast for inclusion in bond documents.

Any services provided under this agreement that fall under the definition of municipal advice are only covered through the term of this agreement. Raftelis may withdraw from providing municipal advisory services upon written notification to the <u>City of Cayce</u>.

The Municipal Securities Rulemaking Board ("MSRB") provides significant protections for municipal entities and obligated persons that are clients of a municipal advisor. To understand the protections provided and how to file a complaint with an appropriate regulatory authority, visit the MSRB's web site at www.msrb.org.

Raftelis does not have any legal events or disciplinary history on Raftelis' Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgements, liens, civil judicial actions, customer complaints, arbitrations, and civil litigation. Raftelis' most recent form MA and each most recent Form MA-I filed with the SEC may be assessed electronically at the following website: www.sec.gov/edgar/searchedgar/companysearch.html

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory actions is brought against Raftelis, Raftelis will provide complete disclosure to the <u>City of Cayce</u> in detail.

By signing this <u>disclosure letter</u> indicating its approval and acceptance of the of the proposed scope of work and fees, the <u>City of Cayce</u> is also explicitly acknowledging that Raftelis has provided the necessary disclosures addressing conflicts of interest and any limitations on the scope of Municipal Advisory services to be provided by Raftelis' part of this engagement.

By:		
J	Signature	-
	Title	-
	Date	-
Rafte	elis Financial Consultants, Inc.	
By:		_
	Signature	
	Title	-
	Date	-
This	is to certify that an appropriation in the amount has been authorized to ex-	of this contract is available therefore and that ecute the contract and approve all requisitions and
chan	ge orders.	voice the contract and approve an requisitions and
By:		
	Signature	-
	Title	-

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized

representatives.

City of Cayce Committee Appointments/Reappointments March 19, 2025

COUNCIL ACTION REQUIRED

BOARD OF ZONING APPEAL - ONE (1) POSITION

Mr. Tyler Helms recently resigned from the Board of Zoning Appeal. The City has received potential member applications from Mr. Chip Salak, Jr., and Mr. Campbell Mims in that order. Their potential member applications are attached for Council's review.

MUSEUM COMMISSION - ONE (1) POSITION

Mr. AG Dantzler recently resigned from the Museum Commission. The City has received a potential member application from Mr. Christopher Tenny. His potential member application is attached for Council's review.

NO COUNCIL ACTION REQUIRED

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

EVENTS COMMITTEE - FOUR (4) POSITIONS

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

APPOINTMENT PROCESS

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

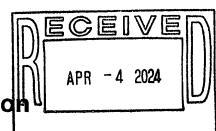
Applications are accepted at any time for all City of Cayce boards, commissions, foundations and committees. Cayce citizens wishing to apply for appointment may submit a potential member application to the Municipal Clerk, P. O. Box 2004, Cayce, SC 29171. More information and a copy of the application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

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



City of Cayce Potential Member Application

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



Date

4/4/2024

Name

Thomas "Chip" Salak, Jr.

Home Address

Tamwood Circle, Cayce, South Carolina 29033

Phone Email

Are you a resident of Cayce?

Yes

Number of Years

since 1994

Do you have a business in Cayce?

No

Number of Years

Committee(s) for which you are applying

Planning Commission Board of Zoning Appeals

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

No

If yes, specify below:

Work Address

Young Office, 1104 Shop Road, Columbia, South Carolina 29201

Phone

Email

(803) 603-8554

csalak@youngoffice.com

Work Experience

Commercial Sales (Flooring) since 1997 Telecommunication Sales (10 Years prior)

Edcucational Background

2 Year Associates Degree in Business 1974 Chowan College

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

Current Member/Past Chairman C-100 Board/Central SC Alliance (Economic Development) State Chapter of NDA/QDMA Legislative Advocacy Coordinator



City of Cayce Potential Member Application

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

Date

11/1/2024

Name

Campbell Mims

Home Address

Fairlawn Circle, Cayce, South Carolina 29033

Phone

Email

Are you a resident of Cayce?

Number of Years

Yes

1

Do you have a business in Cayce?

Number of Years

No

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

Accommodations Tax Committee
Planning Commission
Cayce Housing Authority
Board of Zoning Appeals
Museum Commission

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

If yes, specify below:

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

Work Address

1204 Main Street, Suite 200, Columbia, South Carolina 29201

Phone (803) 468-8979

Email

cm@ttbgovaffairs.com

Work Experience

Associate and Lobbyist

Tompkins Thompson & Brown Government Affairs

October 2024 - Present

As a lobbyist for Tompkins Thompson & Brown, Campbell Mims works to build and maintain relationships with government officials and stakeholders to advocate for clients' interests. He helps shape policy strategies, communicates legislative priorities, drafts proposals and outreach materials, and navigates the legislative process to achieve results for clients across various sectors. Campbell supports the firm's advocacy efforts, assisting in budget planning, legislative requests, and client engagement to ensure effective government affairs solutions.

Government Relations and Communications Advisor Sweatman Strategies, LLC June 2022 - October 2024

Spearhead the passage of the Craft Beer Economic Development Act through direct lobbying efforts, grassroots advocacy, and project management of contractual government relations team Secured \$750,000 in state funding for a public charter school client in collaboration with a statewide agency and its staff

Deliver written and verbal testimony at the subcommittee level on behalf of clients

Coordinate state government relations and advocacy efforts for clients in the alcohol beverage, education, behavioral healthcare and retirement pension sectors in concert with legislative staff and statewide agencies

Monitor and track pertinent bills and consult with clients to ensure steps are taken to advance or block the legislation

Manage the strategic operations of three statewide trade associations as executive director Supervise a staff of three employees; including an association management coordinator, events coordinator and communications coordinator

Facilitate fundraising efforts on behalf of both associations with corporate and statewide partners Serve as the spokesperson for both associations and oversee all strategic communications efforts

Public Affairs Manager

South Carolina Public Charter School District

December 2020 - June 2022

Facilitated the district's advocacy efforts that advance and protect the interests of the charter school community; plan and execute opportunities for elected officials and community leaders to visit district-sponsored schools; manage communication between school leaders and regulatory and legislative leaders to advance key legislative issues

Staffed and coordinated the Board of Trustees-level planning in oversight of regular meetings and leveraging the time and talent of this group in advocacy efforts; creating and implementing board training and development policies for members; communicating with regulatory agencies to ensure successful onboarding of new members

Performed outreach and build strategic partnerships with key stakeholders, members of the General Assembly, and other influencers

Assisted leadership in the day-to-day management of contract government affairs professionals to monitor pertinent legislative issues, achieve policy goals, and provide subject matter expertise in the drafting of proposed legislation

Provided communications support for the planning and execution of school, fundraising, and community events, including creating invitations, programming (e.g. speeches, videos, etc.), and other collateral Supported the Superintendent and other district leaders in their roles as spokespeople; write and/or edit messaging for public speaking; partner with the Superintendent and his/her Cabinet to manage crises as they arise and communicate with all necessary internal and external stakeholders; serve as the Freedom of Information Act (FOIA) representative for the district

Managed the day-to-day public relations efforts of the district as the chief spokesperson and communications officer

Edcucational Background

COLLEGE OF INFORMATION & COMMUNICATIONS, University of South Carolina; Columbia, SC May 2022

Accelerated Master of Mass Communication, specializing in strategic communication management May 2021

Bachelor of Arts in Journalism and Mass Communications - Public Relations

Overall GPA: 3.83/4.00 Graduated magna cum laude

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

ADDITIONAL EXPERIENCE

Member, Board of Directors, Pathways In Education (PIE) - Cayce

February

2023-Present

Member, ChangeMakers of the Midlands

August 2022-Present

Member, South Carolina Association of School Administrators Communications Roundtable. October 2021-June 2022

Member, University of South Carolina Libraries' Advisory Board

October

2020-Present

Design Team, Oliver Gospel Mission Advisory Board

September 2020-Present

Member, 2020 Sumter, SC All-America City Awards Team

May

2020-August 2020

Member, Michael J. Mungo Distinguished Professor of the Year Committee

August

2019-May 2020

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

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

As a proud resident of Cayce, I am deeply committed to the success and well-being of our community. Serving on a City of Cayce board, commission, or foundation would allow me to give back to the place I call home and work alongside others who share a vision for a thriving Cayce. I'm eager to support local development, tackle our community's challenges, and help shape the policies and projects that will enhance the quality of life here. I look forward to contributing my experience to make a lasting, positive impact for our residents.

What specific contributions do you hope to make?

As someone with extensive experience in lobbying and advocacy, I am well-versed in navigating the complexities of government to get things done. I'm particularly interested in serving on the Planning Commission or the Board of Zoning Appeals, where I can leverage my background to support smart, strategic growth for Cayce. I understand the importance of thoughtful planning and zoning decisions that align with the needs of residents and businesses alike, ensuring that Cayce grows in a way that's both sustainable and beneficial to all. My goal is to bring my knowledge of policy and community advocacy to the table, working with others to create a more vibrant and well-planned future for our city. Additionally, Campbell is passionate about promoting economic development by supporting local businesses and attracting new opportunities, so Cayce continues to thrive. Through these efforts, he hopes to foster a strong sense of community and inclusivity, making Cayce an even better place for future generations.

What community topics concern you that relate to this Board, Commission or Foundation? I'm especially focused on issues central to the work of the Planning Commission and the Board of Zoning Appeals, where decisions can profoundly shape the future of our community. One priority is to ensure that zoning variances and appeals align with Cayce's character and growth plans, preserving the balance

between development and neighborhood integrity.

Equally important is responsible land use; we need a thoughtful approach to commercial and residential development that considers long-term impacts on traffic, infrastructure, and green space. The Planning Commission's work on reviewing development plans and zoning changes is crucial for setting the foundation of a well-organized and attractive city. My goal is to apply my experience to these boards, helping create zoning and planning policies that not only encourage growth but also safeguard the qualities that make Cayce a great place to live.

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

With my background serving on a charter school board, I understand the importance of governance and decision-making that reflects the needs of a diverse community. This experience has taught me the value of clear planning, structured policies, and open dialogue—skills that are vital when working on the Planning Commission and Board of Zoning Appeals.

My lobbying experience is equally crucial, as I'm well-versed in advocating for policies that support sustainable growth and community interests. I know how to bring stakeholders together, navigate complex issues, and ensure that our zoning and planning choices are made with both immediate and long-term benefits in mind. I'm committed to using these skills to help Cayce grow responsibly, ensuring development aligns with our community values and priorities.

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



City of Cayce Potential Member Application

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

Date

10/28/2024

Name

Phone

Christopher Tenny

Home Address

12th Street, Cayce, South Carolina 29033

Are you a resident of Cayce?

Yes

Number of Years

Number of Years

Email

5

Do you have a business in Cayce?

No

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

Museum Commission

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

If yes, specify below:

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

Work Address

8301 Parklane Road, Columbia, South Carolina

Phone

(803) 896-5638

Email

cgtenny@gmail.com

Work Experience

5 years of post-graduate experience in the historic preservation field (1.5 with Historic Columbia and 3.5 with the State Historic Preservation Office)

Edcucational Background

BA in Anthropology with minors in French and History (2015 - UNC Charlotte) and Master of Science in

Historic Preservation (2019 - Clemson University)

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

Southeast Society of Architectural Historians (SESAH) and Association for Preservation Technology (APT)

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

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

As a resident of and homeowner in Cayce, I want to give back to my community and volunteer to better the place where I live. I understand the importance of equitable history being shared with the public and I want to help gather, document, preserve, interpret, and the diverse history of this area. I was born in Lexington County and have lived all over the Carolinas and this community is special to me. Serving on the Cayce Museum Commission would be a service I would be proud of and enrich.

What specific contributions do you hope to make?

Knowledge in historic preservation theory and technical assistance. I want to help lead, instruct, and develop community awareness and action.

What community topics concern you that relate to this Board, Commission or Foundation? Preservation, Public History, Archaeology, Inclusion, Zoning, Life safety,

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

Education, work, and personal projects (genealogy and personal newspaper, map, image, documentary research on properties, events, and people in Cayce and West Columbia). My potential service to the Cayce Museum Commission would be completely separate from my professional employment with any organization, including my current employer (SHPO) but I can offer my knowledge, experience, and service.

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