City Manager Tracy Hegler Deputy City Manager
Jim Crosland
Assistant City Manager
Michael Conley



# City of Cayce Regular Council Meeting Wednesday, February 21, 2024 5:00 p.m. – Cayce City Hall – 1800 12th Street

www.caycesc.gov

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

#### I. Call to Order

- A. Invocation and Pledge of Allegiance
- II. Public Comment Regarding Items on the Agenda

#### III. Presentations

- A. Recognition of City Employee, Betsy Catchings, being awarded the Water Environment Association of South Carolina Capital District Engineer of the Year
- B. Presentation by Ms. Miriam Atria and Ms. Vickie Davis with Capital City Lake Murray Country regarding Updates on Regional Tourism Marketing

#### IV. Item for Discussion and Possible Approval

A. Discussion and Approval of Letter of Support for the Disposition of Public Housing for the Cayce Housing Authority

#### V. Ordinance

 A. Discussion and Approval of Ordinance 2024-02 Granting Lumos Fiber of South Carolina, LLC a Nonexclusive Franchise for the Use of Public Streets and Public Rights-of-Way for Facilities for Telecommunications Services – Second Reading

#### VI. Committee Matters

A. Appointments and Reappointments
 Accommodations Tax Committee – One (1) Position
 Cayce Housing Authority – One (1) Position
 Events Committee – Two (2) Positions
 Municipal Election Commission – One (1) Position
 Museum Commission – One (1) Position

- VII. City Manager's Report
- VIII. Council Comments
- IX. 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
    - 1. Update on Lexington County's Cancellation of Road Maintenance Agreement
    - 2. Claim for Improvements to Taylor Street at New State Road
    - 3. Claim for Improvements to Spencer Place
- X. Reconvene
- XI. Possible actions by Council in follow up to Executive Session
- XII. 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:** Tracy Hegler, City Manager

Date: February 21, 2024

**Subject:** Cayce Housing Authority Support Letter

#### Issue

Council approval is needed for a letter of support for the disposition of public housing for the Cayce Housing Authority.

#### **Background**

The Cayce Housing Authority is proposing to convert forty-one (41) public housing units to project-based vouchers. The Cayce Housing Authority Board will continue to provide oversight to all units. This conversion has been listed in the five-year strategic plan (2020-2025) created by the Columbia Housing Authority and passed by the Cayce Housing Authority Board. This conversion is a recommendation by US Department of Housing and Urban Development (HUD) for all small public housing authorities (PHA). Additionally, converting the forty-one units from public housing to project-based vouchers will allow the housing authority more security in HUD funding and more flexibility in addressing the needs of a continued aging housing stock.

Columbia Housing Authority: "HUD has encouraged all PHA's to consider conversion and has particularly encouraged small PHA's to exit the public housing program. In December 2018, HUD issued a specific process under which PHA's with less than 50 units can dispose of the public housing simply because there are less than 50 units. Specifically, for Cayce, we propose to convert the units to project based voucher which will increase annual revenue for the properties and enable us to secure financing for future renovations of the properties."

#### Recommendation

It is the discretion of the Council whether they support the proposed action of the Cayce Housing Authority. Since HUD is requiring a support letter from the City prior to the Cayce Housing Board Resolution, staff requests, if Council chooses to support the conversion, that you authorize the City Manager to execute the support letter.



1917 Harden Street Columbia, South Carolina 29204 (803) 254-3886

October 17, 2023

Special Applications Center U.S. Department of Housing and Urban Development

RE: Section 18 Disposition of Public Housing, Less than 50 Units

Dear SAC,

This letter is to express the support of the City of Cayce to dispose of the existing 41 public housing units through conversion to Project Based Vouchers.

The City supports the Housing Authority's decision to exit the Public Housing program to minimize the administrative burden for the small housing authority and to enable the ability to secure private financing in the future to support additional renovations of the existing units.

We understand that a twenty-year Housing Assistance Payments Contract will be provided for the 41 units which will assure continued affordability for the citizens of Cayce.

Cayce Housing Authority has a Management Agreement with the Housing Authority of the City of Columbia executed in 1981. Under this Management Agreement, Columbia Housing will administer the Project Based Vouchers for the units located in the City of Cayce.

If you have any questions or need any additional information, you may contact

Sincerely,

## Memorandum

To: Mayor and Council

**From:** Tracy Hegler, City Manager

Date: February 21, 2024

**Subject:** Lumos Franchise Ordinance and Agreement – Second Reading

#### Issue

Council approval is needed to accept the franchise agreement with Lumos Fiber of South Carolina, LLC.

#### **Background**

The City seeks to enter into a franchise agreement with Lumos Fiber of South Carolina, LLC. Pursuant to Title 5, Chapter 7, Section 30 of the South Carolina Code and Title 58, Chapter 9, Section 2230 of the South Carolina Code, the City has been granted by the General Assembly the ability to enter into Franchise Agreements with telecommunication companies wishing to operate in their jurisdiction and using its public rights-of-way. This power is further expressed through Section 17 of the Cayce City Code of Ordinances.

The proposed franchise agreement allows greater transparency on behalf of both parties. The agreement is compliant with Telecommunications Act of 1999 which greatly restricts the City's ability to impose any statutorily fixed franchise fee outside of the established range, which is defined by the City's population.

In this agreement the City is requesting the maximum franchise fee allowable under the Telecommunications Act of 1999 of \$750 and is additionally requesting Lumos Fiber of South Carolina, LLC. provide free, high-speed Wi-Fi to all parks within the City that are accessible to their fiber optic lines.

#### Recommendation

Staff recommends City Council give Second Reading approval to Ordinance 2024-02 proposing a franchise agreement with Lumos Fiber of South Carolina, LLC and authorize the City Manager to execute the agreement on its behalf.

STATE OF SOUTH CAROLINA	)	ORDINANCE 2024-	02
CITY OF CAYCE	) ) ) )	GRANTING A NONEXCLUSI FOR THE USE OF PUBLIC S PUBLIC RIGHTS-OF-WAY FO FOR TELECOMMUNICATION	STREETS AND OR FACILITIES
<b>WHEREAS</b> , the City, purson other provisions of law, is authoriuse and occupancy of public stre	ized to g		
WHEREAS, Lumos Fiber company, desires to use and occinstall and maintain network facili of this State Including within and	cupy pub ties for t	elecommunications services w	way to construct,
WHEREAS, the controlling City enter into a consent or fran- install, maintain, operate, or conti or public place under control of the purposes including communication by ordinance,	chise aginue to delete, a	operate, in, on, above, or under any line, pipe, cable, pole, struc	iring to construct, any public street cture or facility for
NOW, THEREFORE, BE Cayce, in Council duly assemble		<b>AINED</b> by the Mayor and Coulows:	ncil of the City of
Lumos Fiber of South Carolin and public rights-of-way for n described in the attached Fra	na, LLC, etwork nnchise ned or in	proves the grant of a nonexcluter for the use and occupancy of facilities for telecommunication Agreement. The attached France substantially that form as may statives of the parties.	the public streets as services, all as achise Agreement
SECTION 2. The City Manage needed, and to execute and approved above.		reby authorized to further negon on behalf of the City a Franchi	
This Ordinance shall take	effect u	pon the second and final readir	ng.
DONE IN MEETING DULY ASSE	EMBLE	<b>D,</b> this day of	2024.

	Elise Partin, Mayor
Attest:	
Mendy Corder, CMC, Municipal Clerk	
First Reading:	
Second Reading and Adoption:	
Approved as to form:	
Danny C. Crowe, C	ity Attorney

## CITY OF CAYCE, SOUTH CAROLINA NONEXCLUSIVE FRANCHISE AGREEMENT WITH LUMOS FIBER OF SOUTH CAROLINA, LLC

This Nonexclusive Franchise Agreement (hereinafter "Agreement") is made and entered into as of this \_\_day of \_\_\_\_\_2024 ("Effective Date"), by and between the CITY OF CAYCE, a South Carolina municipal corporation (hereinafter "City" or "Grantor") and LUMOS FIBER OF SOUTH CAROLINA, LLC, a South Carolina limited liability company, (hereinafter "LUMOS" or "GRANTEE"), having its principal office at 4100 Mendenhall Oaks Pkwy, Suite 300, High Point, NC 27265.

WHEREAS, GRANTEE is a limited liability company duly organized and existing under the laws of the Commonwealth of Virginia; and

WHEREAS, GRANTEE desires to use and occupy the streets and public rights-ofway (as hereinafter defined) located within the City for the purposes of constructing, installing, and maintaining network facilities for telecommunications services within and through the City; and

WHEREAS, pursuant to Title 5, Chapter 7, Section 30 of the South Carolina Code, and Title 58, Chapter 9, Section 2230 of the South Carolina Code, the City has the authority to grant franchises and other authorizations for the use and occupancy of the streets and public rights-of-way; and

WHEREAS, the City is agreeable to allowing GRANTEE to use the streets and public rights-of-way, subject to the terms and conditions hereinafter set forth and subject to any lawful telecommunications regulatory ordinance that may be adopted by the City in the future; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the City and GRANTEE agree as follows:

**Section 1. Grant of Authority.** (a) Subject to the terms of this Agreement, the City hereby grants to GRANTEE the non-exclusive right to construct, install, maintain, locate, move, operate, place, protect, reconstruct, reinstall, relocate, remove, and replace fiber optic or other cable and related facilities for the provision of telecommunications service in the public streets and public rights-of-way in the City of Cayce. GRANTEE shall be solely responsible for obtaining any required consents from State agencies or from Lexington County and/or Richland County or from private parties to the extent that its operations affect State, County or private property, or affects their roads, streets or highways or their rights-of-way or easements. It is expressly agreed that this Agreement does not give GRANTEE the right to occupy any public rights-of-way with permanent aboveground cabinets, pads, and other similar structures, except pursuant to the express approval of the City, and that nothing in this Agreement shall be construed as consent by the City for GRANTEE to provide cable service television service within the Town.

- (b) GRANTEE acknowledges that this grant of authority is for the benefit of GRANTEE only, and that GRANTEE is not authorized to lease, sublease, assign or otherwise allow other providers to use or occupy the public rights-of-way except in accordance with provisions of this Agreement.
- (c) GRANTEE acknowledges that, to the extent allowed by State and Federal law, the City has the authority, to adopt ordinances regulating the use of the public rights-of-way, so long as such ordinances apply equally to all certificated providers of telecommunications services and are related to using the public streets and public rights-of-way in the City. GRANTEE agrees to be bound by all such future lawful ordinances so long as it operates telecommunication services or has property or equipment within the public streets or rights-of-way located in the City.
- (d) This Agreement is not a grant by the City of any fee simple or other property interest except as expressly contemplated by this Agreement and is made subject and subordinate to the prior and continuing right of the City to use the public streets and public rights-of-way occupied by GRANTEE for the purpose of laying, installing, maintaining, repairing, protecting, replacing, and removing sanitary sewers, water mains, storm drains, gas mains, poles and other equipment for municipal uses and with the right of ingress and egress, along, above, over, across and in said public streets and public rights-of-way, or for any public purpose.
- (e) This Agreement shall be in full force and effect from and after the date of its approval by the City Council governing body; provided, however, that notwithstanding such approval, this Agreement shall not become effective until all required bonds, certificates of insurance and other instruments required by this Agreement have been filed with, and accepted and approved by the City, which acceptance and approval shall not be unreasonably delayed, conditioned, or withheld.
- **Section 2. Definitions.** For the purpose of this Agreement, and the interpretation and enforcement thereof, the following words and phrases shall have the following meanings, unless the context of the sentence in which they are used shall indicate otherwise:

"Affiliate" means a person or entity that directly, or indirectly, through one or more intermediaries, owns, controls, is owned or controlled by, or is under common ownership or control with another person or entity.

"Cable service" shall have the same meaning as in the 47 U.S. Code § 522 and shall be synonymous with the term "cable television service."

"City" means the City of Cayce, South Carolina, and where appropriate to the context, its officers, agents, employees, and volunteers.

"City Attorney" means the City Attorney of the City of Cayce or his/her designee.

"City Council" means the City Council of the City of Cayce.

"City Engineer" means the City Engineer or his/her designee.

"City Manager" means the City Manager of the City of Cayce or his/her designee.

"City Property" means and includes all real property owned by the City, including all property held in a proprietary capacity by the City.

"Conduit" means any materials, such as metal or plastic pipe, that protects wire, cable, lines, fiber optic cable, or other technology for the provision of telecommunications service.

"Duct" means a pipe, tube, channel, or similar item for carrying wires, lines, cables, fiber optic cable, or other technology for the provision of telecommunications service.

"Fiber optic or other cable and related facilities" means fiber optic cables or other cables, facilities, conduits, converters, splice boxes, handholds, manholes, vaults, equipment, drains, surface location markers, appurtenances and related facilities located or to be located by GRANTEE in the public streets or rights-of-way in the City used or useful for the transmission of telecommunications services.

"GRANTEE" or "Lumos" means Lumos Fiber of South Carolina, LLC.

"Grantor" means the City of Cayce.

"Public streets and public rights-of-way" or "public ways" include the surface of, and the space above and below, any public street, road, highway, avenue, sidewalk, way, bridge, viaduct, alley or other public right-of-way, including unimproved surfaces, now or hereafter held by or within the City for the purpose of public travel, communications, alarm, street lighting, power distribution, water or sewer service or other public use, whether present or future, to the extent of the City's right, title, interest or authority to grant a franchise to occupy and use such streets and easements for the purpose of providing telecommunications services.

"Public works project or public improvements" include, without limitation, the construction, realignment, paving or repaving, or other work on any public street or public right-of-way, change of grade or alignment of any public street or public right-of-way, the construction or reconstruction of any water, sanitary sewer, storm sewer, force main, drainage or communications facility of the City.

"Telecommunications facilities" means the plant, equipment, and property, including, but not limited to, the poles, pipes, mains, conduits, ducts, fiber optic and other cables, circuits, and wires, and any other equipment and property used by GRANTEE to provide telecommunications service.

"Telecommunications service" means the providing or offering for rent, sale, or lease, or in exchange for other value received, the transmittal of signals, including but not limited to, voice, data, image, graphic or video or other programming information, except cable television service, between or among points by wire, lines, cable, fiber optics, circuits, laser or infrared, microwave, radio, satellite, or other telecommunications facilities, but not including cable television service.

Section 3. Term of Agreement. The term of this Agreement shall be for an initial term of twenty years, commencing on the Effective Date ("Initial Term"). Unless either party gives ninety (90) days written notice of its intention to terminate the Agreement prior to the end of the Initial Term, the Agreement shall thereafter automatically renew for up to three (3) additional ten (10) year terms, for a maximum of fifty (50) years (each a "Renewal Term"); however, such renewal shall not automatically occur if a material, uncured breach has not been remedied and the non-breaching party provides ninety (90) days written notice prior to the end of a Renewal Term. Upon termination of this Agreement as herein provided, and unless the parties are in active good faith negotiation of a replacement agreement or otherwise agree in writing to an extension, GRANTEE shall be prohibited from further access to the public rights-of-way in the City.

**Section 4. Compliance with Applicable Law.** GRANTEE shall at all times during the term of this Agreement, including any renewal period, comply with all applicable federal, state, and local laws, ordinances, and regulations. Expressly reserved to the City is the right to adopt, in addition to the provisions of this Agreement and existing laws, such additional ordinances and regulations as are necessary for the lawful exercise of its police power for the benefit and safety of the public.

- Section 5. Construction; Location or Relocation of Facilities. All GRANTEE facilities shall be constructed, installed, and located according to the terms and conditions contained herein, unless otherwise specified by the City.
- 5.1. Whenever all existing electric utilities, cable facilities or telecommunications facilities are located underground within a particular segment of a street or public right- of-way of the City, GRANTEE shall also install its telecommunications facilities underground.
- 5.2. Whenever existing overhead electric utilities, cable facilities or telecommunications facilities are relocated underground within a particular segment of a street or public right-of-way of the City, GRANTEE shall relocate its facilities underground within a reasonable amount of time after notification by the City that such facilities must be relocated. Absent extraordinary circumstances or undue hardship as reasonably determined by the City, such relocation shall be made concurrently to minimize the disruption of the public streets or public rights-of-way.
  - 5.3. GRANTEE shall obtain all required permits for the construction or

installation of its facilities as required in this Agreement, provided, however, that nothing in this Agreement shall prohibit the City and GRANTEE from agreeing to an alternative plan to review permit and construction procedures, provided such alternative procedures provide substantially equivalent safeguards for responsible construction practices.

- 5.4. In the performance and exercise of its rights and obligations under this Agreement, GRANTEE shall not interfere in any manner with the existence and operation of any public street and public or private right-of-way, sanitary sewer, water line, storm drain gas main, pole, overhead or underground electric and telephone wires, television cables, public works, facilities of other telecommunication providers, or City Property, without the prior approval of the City or the applicable owner or other party responsible for such infrastructure. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to GRANTEE'S interference with the facilities or infrastructure of such entity or third-party are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.
- 5.5. Except as may be expressly provided herein, nothing in this Agreement shall be construed to abrogate or limit the right of the City to perform any public works or public improvements. If any facilities of GRANTEE interfere with the construction, operation, maintenance, repair or removal of such public works or public improvements, within ninety (90) days after written notice by the City (or such other period of time set forth in Section 5.7 or as may be agreed upon in writing by the City and GRANTEE), GRANTEE shall, at its own expense, protect, alter, remove or relocate facilities, as directed by the City Manager or City Engineer. If GRANTEE fails to so protect, alter, remove, or relocate equipment within such period, the City may break through, remove, alter, or relocate the facilities of GRANTEE without any liability to City, and GRANTEE shall pay to the City the costs incurred in connection with such breaking through, removal, alteration, or relocation. GRANTEE shall also reimburse the City for or bear any additional cost actually incurred by the City as a result of GRANTEE's failure to comply with the City's request to protect, alter or remove equipment under this Agreement. The City may collect such costs, and any reasonable expenses and attorney fees incurred in collecting such costs, as debts owed to the City, by bringing action in any court of competent jurisdiction or exercising the City's rights to draw on bonds or in any other lawful manner, individually or in combination. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to the construction, operation, maintenance, repair or removal of such public works or public improvements or other infrastructure are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.
- 5.6. The City retains the right and privilege to cut or move any telecommunications facilities located within the public ways or other areas of the City as the City may determine to be necessary, appropriate, or useful in response to any life-threatening emergency. The City will endeavor to provide prior notice to GRANTEE of

such emergencies which may impact its telecommunications facilities. If the City is unable to provide prior notice of the life-threatening emergency as described above, the City shall be required to notify GRANTEE within twenty-four (24) hours of the occurrence of such emergency. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to such entity of third-party's response to any emergency situation are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.

- 5.7. The facilities of GRANTEE shall be located so as not to interfere with public safety or, to the extent possible, with the convenience of persons using the public streets or rights-of-way. GRANTEE shall construct, maintain, and locate its telecommunications system so as not to interfere with the construction, location and maintenance of sewer, water, drainage, electrical, signal, and fiber optic facilities of the City. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to GRANTEE'S location of telecommunications facilities are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.
- 5.8. The City shall have the right, but not the obligation, to specifically designate the location of the facilities of GRANTEE with reference to sewer and water mains, drainage facilities, fiber optic cable, signal poles and lines and similar services, other facilities, such as public telephone utilities, public electric utilities, cable television facilities, and railway, communication, and power lines, in such a manner as to protect the public safety and public and private property. Failure by the City to designate the location of GRANTEE's facilities shall not relieve GRANTEE of its responsibilities in matters of public safety, as provided in this Agreement. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to the specific location of GRANTEE'S telecommunications facilities are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.
- 5.9. Except in the cases of emergencies, GRANTEE shall not move, alter, change, or extend any of its telecommunications system in any public street or public right-of-way unless prior written notice of its intention to do so is given to the City Manager and permission in writing to do so is granted, or such requirement is waived, by the City Manager. The City Manager shall either approve or deny GRANTEE's request to relocate its facilities within five (5) days of receipt of GRANTEE's request. Such permission shall be not be unreasonably withheld by the City Manager and shall be conditioned upon compliance with the terms and conditions of this Agreement, with such other terms and conditions as will preserve, protect and promote the safety of the public using the public ways, and as will prevent undue interference with or obstruction of the use of the public ways by the public, the City or by any other public utility, public service corporation or cable operator for their respective purposes and functions. Such work by GRANTEE shall

also be coordinated with any City paving program through the Office of the City Engineer. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to the changed location of GRANTEE'S telecommunications facilities are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.

- 5.10. GRANTEE shall not open, disturb or obstruct, at any time, any more of the public streets or public rights-of-way than is reasonably necessary to enable it to proceed in laying or repairing its telecommunications system. GRANTEE shall not permit any public street or public right-of-way so opened, disturbed, or obstructed by it to remain open, disturbed, or obstructed for a longer period of time than shall be reasonably necessary. In all cases where any public street or public right-of-way is excavated, disturbed, or obstructed by GRANTEE, GRANTEE shall take all precautions necessary or proper for the protection of the public and shall maintain adequate warning signs, barricades, signals, and other devices necessary or proper to adequately give notice, protection, and warning to, the public of the existence of all actual conditions present. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to the disturbance or obstruction of the public streets or rights-of-way under the ownership or control of such entity are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.
- 5.11. After the installation, removal, relocation, construction, or maintenance of the fiber optic or other cable and related facilities is completed, GRANTEE shall, at its own cost, repair and return the public streets or public rights-of-way to a minimum of the same or similar condition existing before such installation, removal, relocation, construction, or maintenance, in a manner as may be reasonably specified by the City and to the reasonable satisfaction of the City. GRANTEE shall be responsible for damage to street pavements, existing utilities, curbs, gutters, and sidewalks due to GRANTEE's installation, construction, maintenance, repair, or removal of its telecommunications facilities in the public streets, public rights-of-way, and shall repair, replace, and restore in kind, the said damaged property at its sole expense. Upon failure of GRANTEE to repair, replace and restore said damaged property, in a manner as may be reasonably specified by the City and to the reasonable satisfaction of the City, after sixty (60) days' notice in writing shall have been given by the City, the City may cause such necessary repairs to be made and may collect the costs incurred from GRANTEE, including but not limited to, exercising the City's rights to draw on bonds. The City may collect such costs, and any expenses and attorney fees incurred in collecting such costs, as debts owed to the City, by bringing an action in any court of competent jurisdiction or in any manner allowed by law. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to the repair, replacement, or restoration of such entity's public streets or public rights-of-way are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.

- 5.12. Neither GRANTEE, nor any person acting on GRANTEE's behalf, shall take any action or permit any action to be done which may impair or damage any City Property more than is reasonably necessary to enable it to install or repair its telecommunications system, including, but not limited to, any public street, public right-of-way or other property located in, on or adjacent thereto.
- 5.13. In the event of an unexpected repair or emergency, GRANTEE may commence such repair and emergency response work as required under the circumstances, provided GRANTEE shall notify the City as promptly as possible, before such repair or emergency work is started or as soon thereafter as possible if advance notice is not practicable. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to such unexpected or emergency repair work are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.
- 5.14. GRANTEE shall maintain its facilities in good and safe condition and in a manner that complies with all applicable federal, state and local requirements, laws, ordinances, and regulations.
- (a) GRANTEE shall at all times keep and maintain its facilities free of all graffiti located thereon. If the City notifies the GRANTEE that graffiti is located on the facilities, GRANTEE shall remove the graffiti within (30) days of written notice. If GRANTEE defaults in its obligations hereunder, the City may perform the necessary work and charge the reasonable cost thereof to and collect the same from the GRANTEE.
- (b) GRANTEE shall keep facilities free of debris and anything dangerous and/or noxious which would create a hazard or undue vibration, heat, noise or interference.
- 5.15. GRANTEE shall at all times employ a high standard of care and shall install and maintain and use approved methods and devices for preventing failure or accidents which are likely to cause damages, injuries, or nuisances to the public.
- 5.16. GRANTEE shall obtain all required permits from the City and any other governmental entity having jurisdiction prior to commencing work of any nature and shall comply with all terms and conditions of any such permit. GRANTEE shall furnish detailed plans of the work and other required information. GRANTEE shall comply with all applicable ordinances and permitting requirements.
- 5.17. A single permit may be issued by the City, where City permits are applicable and required, for multiple excavations to be made in public streets and rights-of-way. Exceptions to the requirement for a written permit may be allowed in cases of emergencies involving public safety or restoration of service. In the case of emergency excavations made in a public street or public right-of-way without a permit, GRANTEE

shall make a report of each such excavation to the City within 24 hours. Any permit application and inspection related to repair of excavations shall be promptly acted upon by the City so as not to unreasonably delay GRANTEE in efficiently discharging its public service obligation and in any event shall be granted or denied within thirty (30) days from submission and, if denied, accompanied by a written explanation of the reasons the permit was denied and the actions required to cure the denial. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to the permitting requirements of such entity are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.

- installation, 5.18. (a) Promptly after repair extension telecommunications system or any portion thereof or any pavement cut by GRANTEE in any public way of the City, the incidental trenches or excavations shall be refilled by GRANTEE in a manner acceptable to the City Manager. Pavement, sidewalks, curbs, gutters or any other portions of public ways damaged, disturbed or destroyed by such work shall be promptly restored and replaced with like materials to their former condition by GRANTEE at its own expense; however, where it is necessary, and if authorized by the City, in order to achieve the former conditions, GRANTEE shall use materials whose type, specification and quantities exceed or are different from those used in the installation, then GRANTEE at its own expense shall provide such different materials. Where a cut or disturbance is made in a section of sidewalk or paving, rather than replacing only the area actually cut, GRANTEE shall replace the full width of the existing sidewalk or appropriate sections of paving as determined by the City Engineer and the full length of the section or sections cut, a section being defined as that area marked by expansion joints or scoring or as determined by the City Engineer. GRANTEE shall maintain, repair, and keep in good condition for a period of one (1) year following such disturbance all portions of public ways disturbed by GRANTEE, provided such maintenance and repair shall be necessary because of defective workmanship or materials supplied by GRANTEE. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to the repair, replacement, or restoration of such entity's public streets or public rights-of-way are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.
- (b) All trees, landscaping and grounds removed, damaged, or disturbed as a result of the construction, installation maintenance, repair or replacement of telecommunications facilities shall be replaced or restored, as nearly as may be practicable, to the condition existing prior to performance of work. All restoration work within the public ways or other areas shall be done in accordance with landscape plans approved by the City, as well as any other applicable authority.
- 5.19. (a) GRANTEE shall promptly remove or correct any obstruction, damage, or defect in any public street or public right-of-way caused by GRANTEE in the installation, operation, maintenance, or extension of GRANTEE's telecommunications

system. Any such obstruction, damage, or defect which is not promptly removed, repaired, or corrected by GRANTEE after thirty (30) days' notice to do so, given by the City to GRANTEE, may be removed or corrected by the City, and the cost thereof shall be charged against GRANTEE and payable on demand. Any expense, cost, or damages incurred for repair, relocation, or replacement to City water, sanitary sewer, storm sewer, storm drainage, telecommunication facilities or other property resulting from construction or maintenance of GRANTEE telecommunications system shall be borne by GRANTEE and any and all expense and cost incurred in connection therewith by the City shall be fully reimbursed by GRANTEE to the City. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to obstruction of such entity's public streets or public rights-of-way are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.

- (b) If weather or other conditions do not permit the complete restoration required by this Section, GRANTEE shall temporarily restore the affected property. Such temporary restoration shall be at GRANTEE's sole expense and GRANTEE shall only be required to make reasonable, temporary restorations based on the conditions. GRANTEE shall promptly undertake and complete the required permanent when the weather or other conditions no longer prevent such permanent restoration. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to the repair, replacement, or restoration of such entity's public streets or public rights-of-way or other infrastructure or facilities are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.
- (c) GRANTEE or other person acting on its behalf shall use suitable barricades, flags, flaggers, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of such work in or affecting such ways or property and shall comply with all federal, state, and local laws and regulations, including, but not limited to, the flagging requirements of the South Carolina Department of Transportation.
- 5.20. Except in the case of the City's gross negligence or intentional or willful misconduct, the City, its officers, agents, or employees, shall not be liable for any damage to or loss of any of GRANTEE's telecommunications services or telecommunications facilities within the public ways or any other areas of the City as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work or activity or lack of any activity of any kind by or on behalf of the City.
- 5.21. GRANTEE shall cooperate with the City in coordinating its construction activities as follows:
- (a) GRANTEE shall provide the City with a schedule of its proposed construction activities prior to commencing any expansion of its backbone system;

- (b) Upon request, GRANTEE shall meet with the City and other users of the public ways to coordinate construction in the public ways; and
- (c) All construction locations, activities and schedules shall be coordinated, as directed by the City Engineer, to minimize public inconvenience, disruption, or damages. GRANTEE shall submit a written construction schedule to the City Engineer at least ten (10) working days before commencing any work in or about the public streets or public rights-of-way. GRANTEE shall further notify the City Engineer not less than five (5) working days in advance of such excavation or work and shall comply with the provisions of the South Carolina Underground Facility Damage Prevention Act, South Carolina Title 58, Chapter 36.
- **Section 6. Mapping.** (a) GRANTEE shall maintain an accurate map of its telecommunications facilities in the City. GRANTEE shall provide the City with "as built" drawings and an accurate map or maps showing the location of its facilities, including pole lines and conduit lines and any other facilities requested by the City, to include a digitized map(s) in both printed and electronic form. GRANTEE shall, upon request, provide updated maps annually of telecommunications facilities in the City.
- (b) If any of the requested information of GRANTEE in this Agreement is considered proprietary, confidential or a trade secret, GRANTEE will notify the City of this opinion and the City will keep such information confidential to the extent permitted by the South Carolina Freedom of Information Act (South Carolina Code Title 30 Chapter 4) or other any successor statute or law. As for new installations, after the effective date of this franchise, GRANTEE shall submit the proposed Mapping of its plans for new construction to the City prior to any construction. As-built drawings of any new construction of facilities shall be furnished to the City within sixty (60) days of completion of such construction. All as-built maps and drawings shall be drawn to scale and reference to a physical City benchmark to the extent the physical benchmark is in reasonable proximity to GRANTEE new installation. All mapping shall be provided in a format compatible to the City's present and future mapping systems. Alternatively, GRANTEE will pay for the cost of making the mapping compatible.
- (c) Prior to its installation of any Telecommunications facilities in the public streets or public rights-of-way and after GRANTEE provides the City with its proposed plans for the Telecommunications facilities, the City may in its reasonable discretion designate certain locations to be excluded from use by GRANTEE for its Telecommunications facilities, including, but not limited to, ornamental or similar specially designed streets lights or other facilities or locations which, in the reasonable judgment of the City Engineer, do not have electrical service adequate for or appropriate for GRANTEE's facilities or cannot safely bear the weight or wind loading thereof, or any other facility or location that in the reasonable judgment of the City Engineer is incompatible with the proposed Telecommunications facilities or would be rendered unsafe or unstable by the installation. The City Engineer may further exclude certain other

facilities that have been designated or planned for other use or are not otherwise proprietary, legal, or other limitations or restrictions as may be reasonably determined by the City. In the event such exclusions conflict with reasonable requirements of GRANTEE, the City will cooperate in good faith with GRANTEE to attempt to find suitable alternatives, if available, provided that the City shall not be required to incur financial costs nor require the City to acquire new locations for GRANTEE. GRANTEE shall, prior to any excavation or installation within the public streets or public rights-of-way, provide sufficient notification and joint installation opportunity on a shared cost basis to potential users of the public streets or public rights-of- way as may be provided for by a separate City policy. Such notification and adopted policies shall be designed to maximize colocation of providers to minimize the disturbance to the public streets or public rights-of-way and maximize its useable capacity.

- **Section 7. Insurance Requirements.** At all times during the term of this Agreement and any renewal period, GRANTEE shall, at its expense, maintain the following insurance policies. Any required insurance shall be in a form and with an insurance company authorized to do business in South Carolina and have a rating of no less than A<sup>-</sup> VII by A.M. Best Co.
- (a) Commercial General Liability. Commercial General Liability insurance coverage on an occurrence basis insuring against all claims, loss, cost, damage, expense, or liability from loss of life or damage or injury to persons or property arising out of any of the work or activity under or by virtue of this Agreement. The minimum limit of liability for such coverage shall be Two Million Dollars (\$2,000,000) combined single limit for any one occurrence. However, the parties acknowledge that GRANTEE may meet the policy limit in this section by combination of GRANTEE's General Commercial Liability Policy and GRANTEE's Umbrella or Excess Liability Policy.
- (b) Contractual Liability. Broad form Contractual Liability insurance, including the indemnification obligations of GRANTEE set forth in this Agreement.
- (c) Workers' Compensation. Workers' Compensation insurance covering GRANTEE's statutory obligation under the laws of South Carolina and Employer's Liability insurance for all its employees engaged in work under this Agreement.
- (d) Automobile Liability. Automobile Liability insurance having minimum limits of liability of One Million Dollars (\$1,000,000) combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this Agreement.
- (e) Pollution Liability Insurance. GRANTEE shall maintain during the life of this Agreement Pollution Liability Insurance in the amount of One Million Dollars (\$1,000,000) for each occurrence. Coverage shall be provided for bodily injury and property damage resulting from pollutants which are discharged suddenly and accidentally. Such insurance shall also provide coverage for cleanup costs.

- (f) *Umbrella Coverage*. The insurance coverages and amounts set forth in this Section may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of Five Million Dollars (\$5,000,000).
- (g) Prior to commencing construction pursuant to this Agreement or within ten (10) days after the granting of the franchise contemplated by this Agreement, whichever is sooner, GRANTEE shall provide the City with a memorandum certificate or certificates of insurance, showing the type, amount, effective dates, and date of expiration of the policies, and thereafter prior to the expiration of any such policy or change in the amount or conditions, of coverage. Such certificate or certificates and evidence of insurance shall include the City, its officers, agents, and employees as additional insureds. GRANTEE shall obtain a written obligation on the part of each insurance company to notify GRANTEE at least thirty (30) days before cancellation or a material change of any such insurance. Upon receipt of such notice from GRANTEE's insurance company, GRANTEE will immediately notify the City of any of the required coverages that are not replaced.

#### **Section 8. Surety.**

(a) Within ten (10) days after the Effective Date of this Agreement, and prior to the commencement of any construction by GRANTEE, GRANTEE shall furnish and file with the City an irrevocable bond, in a form and by a surety authorized to do business in South Carolina, in the amount of One Hundred Thousand Dollars (\$100,000) securing its faithful performance of the terms and conditions of this Agreement. GRANTEE shall maintain such bond for the duration of this Agreement, unless otherwise agreed to in writing by the City. Failure to maintain the bond shall be deemed a material default by GRANTEE of this Agreement.

The bond shall guarantee GRANTEE's faithful performance of the terms and conditions of this Agreement, including, but not limited to: (1) the timely completion of construction; (2) compliance with applicable plans, permits, technical codes and standards; (3) proper location of the facilities as specified by the City; (4) restoration of the public ways and other property affected by the construction as required by this Agreement; (5) the submission of "as-built" drawings after completion of the work as required by this Agreement; (6) timely payment and satisfaction of all claims, demands or liens for labor, material or services provided in connection with the work; and (7) the payment by GRANTEE of all lawful liens, taxes, damages, claims, costs or expenses which the City has been compelled to pay or has incurred by reason of any act or default of GRANTEE under this Agreement and all other payments due the City from GRANTEE pursuant to this Agreement.

(b) Whenever the City determines that GRANTEE has violated one (1) or more terms, conditions, or provisions of this Agreement for which relief is available against the bond, a written notice shall be given to GRANTEE. The written notice shall describe in reasonable detail the violation so as to afford GRANTEE an opportunity to remedy the violation. GRANTEE shall have thirty (30) days subsequent to receipt of the notice in

which to correct the violation before the City may make demand upon the bond. Failure to maintain the bond shall be a material default under this Agreement.

(c) Such bond shall be in addition to any performance, defect bond, or other surety required by the City in connection with the issuance of any construction or any successor ordinance.

**Section 9. Indemnification.** GRANTEE agrees to indemnify, defend and hold harmless the City, its officers, employees and agents from and against all claims, demands, losses, damages, liabilities, fines, and penalties, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense (collectively, the losses), arising out of any breach by GRANTEE of the terms and conditions of this Agreement, except to the extent proximately caused by the negligence or willful misconduct of the City, its officers, employees and agents. In addition, GRANTEE shall protect, indemnify, and hold harmless the City, its officers, agents, and employees, from any and all demands for fees, claims, suits, actions, causes of action, or judgments based on the alleged infringement or violation of any patent, invention, article, arrangement, or other apparatus that may be used in the performance of any work or activity arising out of the use of any Telecommunication facilities or the provision of Telecommunication service.

Section 10. Hazardous Substances. In its performance of this Agreement, GRANTEE shall not transport, dispose of, or release any hazardous substance, material, or waste, except as necessary in performance of its work under this Agreement, and in any event GRANTEE shall comply with all federal, state, and local laws, rules, regulations, and ordinances controlling air, water, noise, solid wastes, and other pollution, and relating to the storage, transport, release, or disposal of hazardous material, substances, or waste. Regardless of the City's acquiescence, GRANTEE shall indemnify and hold the City, its officers, agents, employees, and volunteers harmless from all costs, claims, damages, causes of action, liabilities, fines, or penalties, including reasonable attorney's fees, resulting from GRANTEE's violation of this section and agrees to reimburse City for all costs and expenses incurred by the City in eliminating or remedying such violations. GRANTEE also agrees to reimburse the City and hold the City, its officers, agents, employees, and volunteers harmless from any and all costs, expenses, attorney's fees and all penalties or civil judgments obtained against any of them as a result of GRANTEE's use or release of any hazardous substance or waste onto the ground, or into the water or air from, near or upon the City's premises. For purposes of this Section, the following definitions shall apply:

"Hazardous Substances" means asbestos and any and all pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials and hazardous substances as referenced or defined in, or pursuant to, any federal, state, local or other applicable environmental law, statute, ordinance, rule, order, regulation or standard in effect on the date hereof including, without limitation, the Resource Conservation and Recovery Act (42 U.S.C 6901, et seq.), as amended, the Federal Insecticide, Fungicide and

Rodenticide Act (7 U.S.C. 136, et seq.), as amended, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601, et seq.), as amended, and the Toxic Substances Control Act (15 U.S.C. 2601, et seq.), as amended.

As used in this Section, "release" includes the placing, releasing, depositing, spilling, leaking, pumping, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping of any substance.

#### **Section 11. Fees**

- In consideration of the grant of authority to utilize the streets and public places of the City for the provision of Telecommunications Service, and in accordance with applicable law and ordinances, GRANTEE shall pay such franchise fees, business license taxes, and administrative fees as are presently permitted by Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, and as may be enacted and imposed by the City. GRANTEE shall also pay all such ad valorem taxes, service fees, sales taxes, or other taxes and fees as may now or hereafter be lawfully imposed on other businesses within the City. Provided, however, that in the event that Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, or other laws governing franchise fees, business license taxes and/or other fees with respect to Telecommunications Service shall be substantially modified by subsequent legislation or court decision, the provisions herein contained shall be brought into conformity with the changes in the applicable law by appropriate amendment to this agreement. If the limitations on the amount of franchise fees, administrative fees, and business license taxes on Telecommunications Service providers shall be removed or modified in the future, the City shall have the right to amend this agreement to impose such fair, reasonable, competitively neutral, and non-discriminatory fees and taxes as may then be permitted. GRANTEE will be free to challenge any tax or fee structure not in compliance with applicable law.
- (b) For the use of the Right of Way, as defined by S.C. Code Section 58-9-2230, to provide Telecommunications Service, GRANTEE shall pay to the City a franchise fee in the amount of \$750 per annum which fee is in lieu of any permit fee, encroachment fee, degradation fee, or other fee assessed on a Telecommunications Service provider for use of the Right of Way to the extent required by S.C. Code Section 58-9-2230. The initial franchise fee shall be paid to the City on or before the effective date of this Agreement, and thereafter on January 2 of each calendar year the franchise remains in effect.
- Section 12. Public Benefits. As a benefit to the public, GRANTEE agrees that it shall provide free, high-speed, state-of-the-art, fiber-fed public Wi-Fi service in such of the City's public parks as may be mutually agreed between GRANTEE and City. Such service shall be accessible to City residents and visitors, subject to GRANTEE'S terms of service and acceptable use policy. GRANTEE shall provide the City with an updated copy of GRANTEE'S terms of service and acceptable use policy whenever there are changes. Wi-Fi service will be installed and available no later than six (6) months after the

telecommunications facilities pass each mutually agreed park and will continue throughout the term of this Agreement.

#### **Section 13. General provisions.**

- (a) Authority. GRANTEE warrants and represents that it has obtained all necessary and appropriate authority and approval from all applicable federal, state and county agencies or authorities to provide all telecommunications facilities and services it intends to provide within the City, and upon request by the City will provide evidence of such authority.
- (b) Other remedies. Nothing in this Agreement shall be construed as waiving or limiting any rights or remedies that the City or GRANTEE may have, at law or in equity, for enforcement of this Agreement.
- (c) Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement, or its application to any person, is, for any reason, declared invalid, in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.
- (d) *Nonenforcement*. Neither party shall be excused from complying with any of the provisions of this Agreement by any failure of the other party, upon any one or more occasions, to insist upon strict performance of this Agreement or to seek the other party's compliance with any one or more of such terms or conditions of this Agreement.
- (e) Conflicts of law. If there is a conflict between the provisions of this Agreement and any law, whether federal, state, or City, including all future laws and ordinances, the law and conflicting Agreement provision will, to the extent reasonably possible, be construed so as to be consistent with each other and if such construction is not reasonably possible, the conflicting provision of this Agreement shall be deemed superseded by such law and have no effect, notwithstanding the contract clause of the United States Constitution.
- (f) Controlling law and venue. By virtue of entering into this Agreement, GRANTEE agrees and submits itself to a court of competent jurisdiction in the City or in State Circuit Court in Lexington County, or in the United States District Court for the District of South Carolina, and further agrees that this Agreement is controlled by the laws of South Carolina or any applicable federal laws and that all claims, disputes and other matters shall be decided only by such court according to the laws of South Carolina or any applicable federal laws or by any regulatory body with jurisdiction, including the Federal Communications Commission.
- (g) Captions. The section captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

- (h) Nondiscrimination. During the performance of this Agreement, GRANTEE agrees that it will not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, handicap, or national origin. GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. GRANTEE, in all solicitations or advertisements for employees placed by or on behalf of GRANTEE, will state that GRANTEE is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements herein.
- (i) *Notices*. (a) Notices given pursuant to this Agreement shall be in writing and addressed as follows:

To the City: City Manager

City of Cayce 1800 12th Street P.O. Box 2004

Cayce, South Carolina 29171

With a Copy to: City Attorney

City of Cayce 1800 12th Street P.O. Box 2004

Cayce, South Carolina 29171

To GRANTEE: Chief Network Officer

4100 Mendenhall Oaks Pkwy, Suite 300

High Point, NC 27265

With a Copy to: General Counsel

4100 Mendenhall Oaks Pkwy, Suite 300

High Point, NC 27265

(b) Either party may change the address at which it will receive notices by providing written notice of the change to the other party.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

# 

#### **CITY OF CAYCE**

STATE OF SOUTH CAROLINA

CITY OF CAYCE, to-wit:

She is personally known to me.

My commission expires: My registration number:

A South Carolina municipal corporation By: \_\_\_\_\_ Name: Title: The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of , 2024, by Tracy Hegler, City Manager of the City of Cayce, on its behalf. Notary Public

#### City of Cayce Committee Appointments/Reappointments February 21, 2024

#### **COUNCIL ACTION REQUIRED**

#### ACCOMMODATIONS TAX COMMITTEE - ONE (1) POSITION

The Accommodations Tax Committee currently has one (1) open position that must be filled by someone who works at a Cayce restaurant. The City has received a potential member application from Ms. Sophia Chen who owns the Tea Pot Chinese Restaurant located within the City. Her potential member application is attached for Council's review.

#### **CAYCE HOUSING AUTHORITY – ONE (1) POSITION**

The Cayce Housing Authority currently has one (1) open position. The City has received potential member applications from Ms. Leonita (Evony) Reed, Mr. Rusty Rabon, Mr. Daniel Yackel, Ms. Kelly Wuest and Ms. Diana Bray in that order. Ms. Reed was serving on the City's Events Committee but resigned her position when learning of an opening on the Cayce Housing Authority. All applications are attached for Council's review.

#### **EVENTS COMMITTEE - TWO (2) POSITIONS**

The Events Committee currently has two (2) open positions. The City has received potential member applications from Ms. Ashley Hunter, Ms. Jean Boiteau and Ms. Diana Bray in that order. Their applications are attached for Council's review.

#### **MUNICIPAL ELECTION COMMMISSION - ONE (1) POSITION**

The Municipal Election Commission currently has one (1) open position. The City has received potential member applications from Mr. Fletcher Smith and Ms. Diana Bray in that order. Their applications are attached for Council's review.

#### MUSEUM COMMISSION - ONE (1) POSITION

Ms. Charlita Earle's term on the Museum Commission expires in March and she would like to serve again. She has served on the Commission since 2021 and consistently attends meetings. Her reappointment application is attached for Council's review.

#### **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 803-769-9020.

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** 

1/16/2024

Name

Sophia Chen

**Home Address** 

Raleigh street, West columbia, South Carolina 29169

**Phone** 

**Email** 

Are you a resident of Cayce?

No.

**Number of Years** 

Λ

Do you have a business in Cayce?

Yes

Number of Years

19

Committee(s) for which you are applying

Cayce Accommodations Tax Committee

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

If yes, specify below:

**Work Address** 

829 Knox Abbott Dr, Cayce, South Carolina 29033

**Phone** 

(803) 920-2645

**Email** 

sophiachenemilyzheng@gmail.com

**Work Experience** 

Restaurant

**Edcucational Background** 

College

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

Owning the restaurant in Cayce

**Volunteer Work:** 

Hobbies Sports

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

JUN 3 0 2020

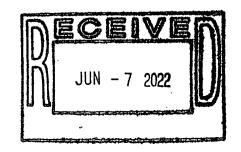
APPLICATION

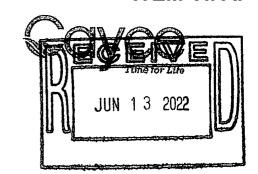
## CITY OF CAYCE POTENTIAL COMMITTEE MEMBER APPLICATION

Name: Leonite Evony Reed
Home Address: Poplar 31: City, State, Zip Cayce, SC 29033
Telephone: E-Mail Address
Resident of Cayce: Ves   No Number of Years 40
Please indicate the Committee(s) for which you are applying:
☐ Accommodations Tax Committee ☐ Beautification Board ☐ Event Committee ☐ Cayce Housing Authority ☐ Museum Commission ☐ Planning Commission ☐ Housing/Constr Board of Appeals ☐ Board of Zoning Appeals
Have you ever been convicted of a felony or misdemeanor other than a minor traffic violation? ☐ Yes ☑ No ☐ If yes, specify below.
Work Address  Company: BCBS 07 3C Position Database Analyst  Address: 4101 Percival Rd.
City, State, Zip Columbia, SC 2922 Telephone: (80) 264-4652
Fax: E-Mail leonita. reed@bclossc.com
Work Experience: Business Analyst, Daterbase Analyst, Project
Management, Coordinator, Executive Massistant, HA CSA
Educational Background: MBA in BUSINESS Administration
Membership Information (Professional, Neighborhood and/or Civic Organizations):
City of cauce special Events committee
Volunteer Work: Church, City of Cayce Special Events
Connitte
Hobbles: heading, Shopping

#### Return to:

Mendy Corder, Municipal Clerk
City of Cayce, P.O. Box 2004, Cayce, SC 29171-2004
Telephone: 803-550-9557 • Fax: 803-796-9072





# CITY OF CAYCE POTENTIAL MEMBER APPLICATION

Name: Kusty Kabon		
Home Address: Northla	and Drave City, State, Zip_(	Jayce SC 29033
Telephone:	E-Mail:	
Resident of Cayce: Yes  No	Number of Years: 50+	
Please indicate the Committee(s) for	er which you are applying:	
☐ Accommodations Tax Committee	Cayce Housing Authority	☐ Events Committee
☐ Consolidated Board of Appeals	☐ Municipal Election Comm	Museum Commission
☐ Planning Commission	☐ Board of Zoning Appeals	with
Have you ever been convicted of a	felony or misdemeanor other t	nan a minor traffic violation?
□ Yes No If yes, specify below.		
Mode Address		
Work Address	0	í
Company: Grace Chopel  Address: 663 Dixiana Road	Position: 10	estor
Address: 663 Dixiana Road	City, State, Zip <u>യ</u>	+ Columbia, SC 29172
Telephone: (803) 744-1895	E-Mail: <u>rusty rabon</u> 6	9 mail: com
Work Experience: Chashan Min	listry since 1981 - Mini	sfer of music, youth
pastor associate pastor, pas	ter Christian radio ann	ounce
Educational Background:	M.A Columbia Internal	ronal University
	- Erskine Theological &	minary
Membership Information (Profession The Fellowskip of Ailloe (www.	al, Neighborhood and/or Civic Oı س, مئالعه, مح	ganizations):
Volunteer Work: Broadacres Veiz	hborhood Association	
Past youth sport		M I C : I
Hobbies: <u>Kending</u> , thips to the	untains, Lexington County	Choral Society

Return to:

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



# CITY OF CAYCE POTENTIAL MEMBER APPLICATION

Name: <b>Daniel Yack</b>	el				Date: 9	/11/2023
Home Address:	Rossmor	re Dr.	Ci	ty, State, Zip: Cay	rce, SC 29033	
Telephone:			E-Mail:			
Resident of Cayce:	⊠ Yes □	⊃ No	Number of Y	ears: 11		
Business in Cayce:	□ Yes I	⊠ No	Number of Y	ears: N/A	SEP 1	1 2023
Please indicate the	Committ	ee(s) for	which you ar	e applying:		
Accommodations	s Tax Com	mittee (	☐ Cayce Ho	using Authority	☐ Evente-Committee	
□ Consolidated Box	ard of App	eals	☐ Municipal I	Election Comm	☐ Museum Commissi	on
☐ Planning Commi	ssion		☐ Board of Z	oning Appeals	<b>⊠</b> -Beautification Fou	<del>ndatio</del> n
☐ Cayce Public Sa	fety Found	lation				
Have you ever bee	n convict	ed of a fe	lony or misde	emeanor other tha	an a minor traffic violat	ion?
□ Yes 🗵 No If ye	s, specify	below.				
Work Address						
Company: <b>PenServ</b>	Plan Ser	vices, Inc	. Po	osition: <b>Subject M</b> a	atter Expert	
Address: 102 Trade	Zone Dr.		City, Stat	e, Zip: <b>W. Colum</b> b	oia, SC 29170	
Telephone: <b>(803) 35</b>	54-5049		E-Màil: daniel.yackel@penserv.com			
Work Experience:	See Attach	nment				
Educational Backg	pround: Se	ee Attachr	nent			
Membership Inforn	nation (Pr	ofessiona	l, Neighborho	od and/or Civic Org	janizations):	
See Attachment						
Volunteer Work: Se	ee Attachn	nent				
<b>Hobbies</b> : See Attac	hment					

#### **Work Experience:**

PenServ Plan Services, W. Columbia (9/19-Present)

#### **Subject Matter Expert**

- Over 20 years of experience in audit, compliance and risk reduction in the government and private sector.
- Implemented the assignment and conversion of all 403(b) and 457(b) government group retirement business by Foresters Financial Services, Inc. to PenServ.
- Continues to combine business process management and Lean Six Sigma methods to drive performance and quality improvements.

#### SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH, Columbia, SC (11/18-8/19)

#### Administrative Coordinator I/Data-Technology: Carolina United Hurricane Florence Disaster Recovery Program

- Implemented the creation of the program's first phase down flyer with disaster resources and networked with the South Carolina Emergency Management Division to obtain and distribute their Hurricane Preparedness Guides.
- Implemented the first Carolina United safety reflective vest worn by crisis counselors canvassing in rural counties.
- Collaborated on the content, design, and maintenance of the new Carolina United website.
- Participated in bi-weekly conference call discussions with FEMA and SAMHSA regarding data collection and reconciliation.
- Researched, developed and generated analysis reports from database using pivot tables, spreadsheets, and charts.
- Analyzed hurricane survivor data; identified patterns and trends to provide insight and areas of improvement to leadership.
- Developed initiatives that support data integrity and normalization.
- Assisted and provided technology support to team leads and crisis counselors with training on data entry and review.

#### MARRIOT COLUMBIA SUSSEX, Columbia, SC (8/18-8/19)

#### **Banquet Server**

Performed set up, breakdown, food and drink service at catered special events held at major downtown hotel.

#### SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH, Columbia, SC (11/16-12/17)

#### Human Services Coordinator I/Crisis Counselor: Carolina United Hurricane Matthew Disaster Recovery Program

- Led group discussions and door-to-door meetings providing disaster recovery support to survivors in four rural counties.
- Attended in-person and on-line FEMA and SAMHSA trainings in disaster behavioral health services.
- Submitted daily metrics and weekly reports on survivor demographics, risks categories, event reactions, and referrals.

#### LOWE'S HOME IMPROVEMENT, West Columbia, SC (3/17-9/17)

#### **Customer Service Associate II/Part-time Weekends**

- Assisted customers with purchasing major kitchen appliances and extended warranties.
- Operated order pickers and carts to move large, bulky merchandise weighing upwards of 400+lbs.

#### **UPTOWN ON MAIN GIFTS, Columbia, SC (9/12-3/17)**

#### Sales Associate/Part-time Weekends

- · Responsible for opening/closing duties, training, and assisted customers with purchasing personalized, unique gifts.
- Ran merchandise inventory report for re-stocking purposes.

#### TRAVELERS INSURANCE, Columbia, SC (7/15-10/16)

#### **Licensed Auto Blended Claim Representative Trainee**

• Investigated, evaluated, negotiated and resolved automotive, property and bodily injury claims in compliance with insurance guidelines and regulations for North and South Carolina.

#### AFLAC GROUP INSURANCE, Columbia, SC (4/11-7/15)

#### **Triage: Electronic Data Specialist - Enrollment and Sales Services**

- Collaborated on multiple Lean Six Sigma rapid improvement projects to create/streamline procedures.
- Executed team trainings on new procedures to document and route triage issues to account managers.
- Served as SME, with minimal supervision, responding in less than 8 hours to questions from multiple business units.
- Prepared weekly management reports tracking escalated items, gathering and documenting research and resolution.

#### PENSERV PLAN SERVICES, Inc., W. Columbia, SC (10/08-7/09)

#### **Project Manager**

- Streamlined and automated investment of client payroll deductions to vendors via a secure Tumbleweed Server with use of
  encryption and data masking, utilizing the best practices regarding privacy, security and regulatory compliance.
- Directed compliance projects on the implementation of the new IRS 403(b) regulations effective 1/1/2009 for ERISA & Non-ERISA based retirement annuity plans, account set-up and enrollment in web-based, self-directed accounts with MetLife, Travelers, TIAA-CREF, AXA, AIG, ING, Pacific Life and other insurance and annuity companies.
- Coordinated projects as liaison and advised department teams, including the Customer Call Center, New Business
  Relationships, Account Service Managers, Information Technology, Conversion, Implementation, Production, and Quality
  Control Group to ensure corporate objectives were met on the 200+ government tax-exempt retirement mutual fund and
  annuity insurance plans awarded to firm through the RFP process.

#### ENTERPRISE IRON, Iselin, NJ (11/06-8/08)

#### Principal Consultant at TIAA-CREF, Charlotte, NC (11/06-2/08)

- Mentor, trainer, and ERISA Subject Matter Expert to a team of 10 SunGard Omni-Plus consultants.
- Collaborated with team to reduce TIAA-CREF's premium ledger account exposure by nearly \$35 million to ensure corporate objectives and regulatory compliance in insurance annuities on government tax-exempt group retirement plans.

#### SEALED WITH A KISS GIFT SHOP, Bethpage, NY (7/88-7/01, 3/06-11/06)

#### Assistant Manager, Senior Sales Associate, Sales Associate

- Supervised and trained a team of 12 employees in sales, product placement, customer service, and loss prevention.
- Assisted owner in maintaining relationships and inventory levels with major suppliers such as American Greetings, Lenox fine porcelain, Swarovski Crystal, Enesco and other major product lines.
- Collaborated on advertisement and incentive programs and the creation of in-store promotional and seasonal exhibits.

#### STRATEGIC WORKFORCE SOLUTIONS, New York, NY (7/05-1/06)

#### **Financial Billing Analyst**

Analyzed payments, monitored aging, and reported accounts receivable collections directly to Controller of recruiting firm.

#### RESEARCH FOUNDATION OF THE CITY UNIVERSITY OF NEW YORK (2/03-7/05)

#### Assistant Project Administrator, Grants & Contracts (Budget Analyst)

- Assisted manager with directing agency and campus relationships, the administration, compliance, budgetary and fiscal
  controls, semi-annual and annual expenditure reports, and the establishment and closeout of over 250 governmentsponsored programs in excess total of \$100 million per year.
- Audited expenditures, identified policy violations, and promoted due diligence to avoid future risk and exposure to the funding of government programs administered by foundation.

#### MELLON HR & INVESTOR SOLUTIONS, Uniondale, NY (7/96-5/02)

#### Defined Contribution Administrator (99-02), Reconciliation Specialist I/II (97-99), Defined Contribution Processor (96-97)

- Directed SunGard Omni recordkeeping for assets under management of \$50 million on the middle market segment, responsible for client relations, trust administration, and plan document interpretation under IRS, ERISA, & DOL rules.
- Recognized for restoring data integrity, rebuilding client relations, improving customer satisfaction, and for huge reductions in financial exposure on a large multi-plan client.
- Reconciled 401(k), money purchase, profit sharing plan assets under management totaling over \$150 million using SunGard Omni, TSSG, and Custody Management Systems.
- Liaison for new business accounts, conversions and implementation, ADP/ACP and 415 testing, and 5500 filings.

#### DREYFUS CORPORATION (BANK OF NY MELLON), New York, NY (3/95-7/96)

#### **Mutual Fund Accountant**

- Prepared mutual fund audit reports, month-end closings, calculated daily NAV's, accruals, yields and dividend rates of mutual and bond funds.
- Awarded job relocation to human resources consulting division in July 1996.

#### **Educational Background:**

- Database Design and Management Certificate, MIDLANDS TECHNICAL COLLEGE, Columbia, SC
- B.B.A., Accounting, HOFSTRA UNIVERSITY, Hempstead, NY
- A.S., Business Administration, STATE UNIVERSITY OF NEW YORK, Farmingdale, NY

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

- Student Government Association, Appropriations Committee Alumni Member
- Accounting Society, Treasurer & Member Alumni
- Phi Theta Kappa Honor Society, Alumni Member

#### **Volunteer Work:**

#### COLUMBIA CITY BALLET, Columbia, SC (10/14-Present)

#### **Performing Extra-Volunteer**

Dance and act in productions of The Nutcracker, Sleeping Beauty, Swan Lake, Cleopatra, and Beauty & the Beast.

#### DEPARTMENT OF JUVENILE JUSTICE, Columbia, SC (6/17-2/20)

#### Mentor-Volunteer

- Meet weekly as a positive role model to a youth committed by the courts for rehabilitation.
- Assist coordinator on Saturdays with New Beginnings Life Skills program for young men seeking release/parole.

#### SEXUAL TRAUMA SERVICES OF THE MIDLANDS, Columbia, SC (6/18-8/19)

#### Hospital/Crisis Hotline Advocate-Volunteer

Aid and assist sexual assault survivors and loved ones after crises via a 24-hour hotline and during emergency hospital visits.

#### WM. JENNINGS BRYAN DORN VETERANS AFFAIRS MEDICAL CENTER, Columbia, SC (4/18-10/18)

#### **Patient Advocate-Volunteer**

- Assisted as liaison between hospital staff, veteran patients, and their loved ones from the waiting room, holding area, and
  post anesthesia care unit.
- Received award at annual appreciation luncheon for volunteering over 100 service hours.

#### TRAVELERS INSURANCE, Columbia, SC (7/15-10/16)

#### **Diversity Council Member**

- Chaired Travelers' inaugural and 2<sup>nd</sup> annual participation in Columbia's SC Pride Festival, supporting diversity and inclusion.
- Bestowed a \$1000 Travelers grant to the Columbia City Ballet for my volunteer hours during the 2015/2016 season.

#### AFLAC GROUP INSURANCE, Columbia, SC (4/11-7/15)

#### **Diversity Council Member**

- Chaired the inaugural Aflac-Goodwill donation drive, a top record weight donation by a corporation to the Goodwill.
- Chaired Aflac's inaugural speaker event featuring USC First Lady Patricia Moore-Pastides, author and health educator.
- Ran in two group 5k's sponsored by Aflac to support breast cancer awareness & the last Airport Runway Run.

#### PALMETTO AIDS LIFE SUPPORT SERVICES, Columbia, SC (7/14-10/14)

#### **Data Entry-Volunteer**

Updated spreadsheet, tracking frequency of client HIV testing with the organization.

#### SC PRIDE/HARRIET HANCOCK CENTER, Columbia, SC (10/09-12/11)

#### Fundraiser/Operations & Outreach Coordinator-Volunteer

- Assisted LGBTQA visitors/callers with locating crisis and community resources within South Carolina.
- Fundraised over \$16,000 for the 2010 SC Pride Guide, an 80-page, full color magazine with statewide distribution, including surrounding metropolitan cities, Charlotte and Atlanta.

#### Hobbies:

Weight and aerobic training, beginner yoga, outdoor gardening, former competing beginner ballroom dancer

JAN 28 2024



### **City of Cayce Potential Member Application**

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

**Date** 

1/28/2024

Name

Kelly Wuest

**Home Address** 

Abbott Rd, Cayce 29033

Phone

**Email** 

Are you a resident of Cayce?

Yes

**Number of Years** 

9

Do you have a business in Cayce?

No

**Number of Years** 

Committee(s) for which you are applying

**Cayce Housing Authority** 

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

No

If yes, specify below:

**Work Address** 

Children's Trust of South Carolina, 1330 Lady St, Ste. 310, Columbia, South Carolina 29033

**Phone** 

(803) 744-4039

**Email** 

kwuest@scchildren.org

**Work Experience** 

Homeless No More Sexual Trauma Services University of South Carolina Florida State University

**Edcucational Background** 

M.Ed. from the University of South Carolina B.A. from Columbia College

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

#### Cayce Beautification Foundation

#### **Volunteer Work:**

Current:

Carolina Wreckingballs Roller Derby Team Fundraising Chair

Former:

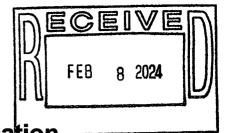
Lexington County Poll Clerk Carolina Wreckingballs Roller Derby Team trainer Columbia QuadSquad Rollder Derby Team board member

#### **Hobbies**

Weightlifting, cross stitching, traveling, being outdoors, reading, gaming, supporting good causes, spending time with friends, and sharing adventures with my husband.

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** 

2/8/2024

Name

Diana Bray

**Home Address** 

Naples Ave, Cayce, South Carolina 29033

Phone

**Email** 

Are you a resident of Cayce?

**Number of Years** 

Yes

16

Do you have a business in Cayce?

**Number of Years** 

No

Committee(s) for which you are applying

Accommodations Tax Committee
Cayce Housing Authority
Municipal Election Commission
Events Committee
Museum Commission
Cayce Beautification Foundation

Cayce Beautification Foundation Cayce Public Service Foundation

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

If yes, specify below:

**Work Address** 

731 Naples Ave, Cayce, South Carolina 29033

Phone

**Email** 

(803) 800-8921

**Work Experience** 

Auditor within the OM-Program Integrity Office of the Department of Veteran's Affairs. I work remotely from home.

**Edcucational Background** 

Bachelors Degree - Clemson University

Masters Degree in Accountancy - University of SC Certified Public Accountant & Certified Internal Auditor

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

#### **Volunteer Work:**

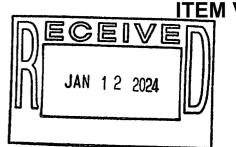
Member of Saluda River Academy School Improvement Council

#### Hobbies

Cooking, exercise, nature

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

1/12/2024

Name

Ashley Hunter

**Home Address** 

Tufton Court, Cayce, South Carolina 29033

**Phone** 

**Email** 

Are you a resident of Cayce?

**Number of Years** 

Yes

Do you have a business in Cayce?

**Number of Years** 

Yes

Committee(s) for which you are applying

**Events Committee** 

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

If yes, specify below:

**Work Address** 

2025 State Street, Cayce, South Carolina 29033

**Phone** 

**Email** 

(803) 665-3676

ahunter@MPAstrategies.com

#### **Work Experience**

Owner of MPA Strategies, a public relations firm, and State and Frink, an everts venue, in the Cayce River Arts District. Specializing in graphic designer, web design and optimization, grand-writing, public relations, crisis communications, rebranding, and marketing.

MPA manages large scale events for clients; but play a promotional/advertising/marketing/design role for all City events.

10th year of serving as Cayce's Public Information Officer. Certified PIO for FBI, National Parks Service and FEMA. Former Municipal Association Lobbyist.

ASE graphic design winner in 2019 and 2020, Women of Influence, Top Consultant for PR by the

Lexington County Chronicle, Top 20 Under 40 by The State Newspaper, Top 50 National Businesswomen to Watch.

#### **Edcucational Background**

University of South Carolina Graduate, 2000, Bachelor of Arts

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

Former Chairman of the Board, Healing Families Foundation Former Member of the Public Safety Foundation ASE, Member SCSAE, Member AAF, Member LEEDA, Advisory Committee Member

#### **Volunteer Work:**

Guardian Ad Litem, Gray Collegiate, St. Pauls, Cayce UMC

#### **Hobbies**

unpaid Uber driver for my children's sports:)

reading, traveling and exploring small towns

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



# JAN 2 3 2024

## City of Cayce Potential Member Application

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

Date

1/23/2024

Name

Jean Boiteau

**Home Address** 

Holland Avenue, Cayce, South Carolina 29033

**Phone** 

**Email** 

Are you a resident of Cayce?

Number of Years

Yes

6

Do you have a business in Cayce?

**Number of Years** 

No

Committee(s) for which you are applying

**Events Committee** 

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

If yes, specify below:

**Work Address** 

Springdale Elementary 361 Wattling Road, West Columbia, South Carolina 29170

**Phone** 

Email

(843) 603-0092

jeanlboiteau@gmail.com

**Work Experience** 

music teacher, arts coordinator, grant writer, musician, yoga instructor, mom of two

**Edcucational Background** 

Masters in Education, USC

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

Cayce Avenues Neighborhood Association, Lex2 Advisory council

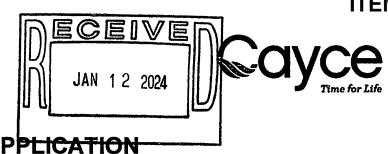
**Volunteer Work:** 

Avenues association

#### Hobbies

social media, photography, music, yoga, camping, outdoor recreation

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



# CITY OF CAYCE POTENTIAL MEMBER APPLICATION

Name: Fletcher Smith	Date12 January 2024
Home Address: Indigo Avenue	City, State, Zip Cayce, SC 29033
Telephone:	E-Mail:
Resident of Cayce: ☑ Yes ☐ No	Number of Years: Purchased Home Here Nov 2023
Please indicate the Committee(s) for	which you are applying:
Accommodations Tax Committee	☐ Cayce Housing Authority ☐ Events Committee
☐ Consolidated Board of Appeals	
	☐ Board of Zoning Appeals
□ Yes ⋈ No If yes, specify below.	
Work Address	LO 1
Company: SC Small Business Develop	· · · · · · · · · · · · · · · · · · ·
	City, State, Zip Columbia, SC 29208
Telephone: 864-363-0630	E-Mail: FLS@mailbox.sc.edu
•	Consultant for startup and active small businesses. Retired as a Director of Staples healthcare division
Educational Background:Bachelor Both degrees from the University of S	of Accounting and Masters of Business Administration outh Carolina in Columbia
Membership Information (Professional Grant Professionals Assn	al, Neighborhood and/or Civic Organizations):
Volunteer Work: Recently handle	d admin duties for Good Samaritans for All People
Hobbies: Golf, Cooking, Genealo	gy Research

Return to:

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



## CITY OF CAYCE COMMITTEE MEMBER REAPPOINTME

DECEIVE	
ENT APPLICATION 2024	

Name: Charlita Earle
Home Address: Hemlock St City, State, Zip Cayce, SC 29033
Telephone: E-Mail Address
Resident of Cayce: Ves No Number of Years 26
Please check the Committee for which you are applying for reappointment:
☐ Accommodations Tax Committee ☐ { Beautification Foundation☐ Event Committee ☐ Cayce Housing Authority ☐ { Museum Commission ☐ Planning Commission ☐ Consolidated Board of Appeals ☐ { Board of Zoning Appeals ☐ Public Safety Foundation ☐ Consolidated Board of Appeals ☐ Public Safety Foundation ☐ Consolidated Board of Appeals ☐ Public Safety Foundation ☐ Consolidated Board of Appeals ☐ Consolidated Board of Consolidated Board
Have you ever been convicted of a felony or misdemeanor other than a minor traffic violation? ☐ Yes ☐ No If yes, specify below:
Work Address  Company: University of South Carolina Position Student Services Coordinator-FYE  Address: 1620 College St
City, State, Zip Columbia, SC 29208 Telephone: 803-777-2137
Fax: E-Mail Cearle@email.sc.edu
Work Experience: Instructor-University 101 (USC), School Counselor-LHS,
High School Counselor-ETS (TRiO Programs USC)
Educational Background: Ed.S Counselor Education, B.A. Afro-American Studies
Membership Information (Professional, Neighborhood and/or Civic Organizations):
Volunteer Work: Mt. Pleasant Baptist Church (Black History Committe, Seniors Committee, MPBC STRAT)
Washington Family Club, Salvation Army Angel Tree, AHS Foundations Board, BC School Improvement Council
Hobbies: Reading and traveling

Return to:

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