

Mayor  
Elise Partin

Mayor Pro-Tem  
James E. Jenkins

Council Members  
Phil Carter  
Tim James  
Hunter Sox

City Manager  
Tracy Hegler

Assistant City Manager  
James E. Crosland



**City of Cayce  
Regular Council Meeting  
Tuesday, May 10, 2022  
6:00 p.m. – Cayce City Hall – 1800 12<sup>th</sup> Street  
[www.caycesc.gov](http://www.caycesc.gov)**

**I. Call to Order**

- A. Invocation and Pledge of Allegiance
- B. April 5, 2022, Regular Council Meeting  
April 20, 2022, Regular Council Meeting

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

**III. Proclamations and Ordinances**

- A. Approval of Proclamation – Declaring May 1 – May 7 Municipal Clerk’s Week
- B. Discussion and Approval of Ordinance 2022-03 to Establish a Consent Fee or Franchise Fee for Certain Uses of Public Streets or Public Places in the Absence of a Consent Agreement or Franchise Agreement with the City – Second Reading
- C. Discussion and Approval of Ordinance 2022-07 Amending the Zoning Map and Rezoning Property Located at 2222 Taylor Road (Tax Map Number 005759-07-005) from C-2 to RS-3 – First Reading

**IV. Items for Discussion and Possible Approval**

- A. Discussion and Approval of Intergovernmental Agreement for Regional Gateways Project
- B. Consideration and Approval of an Agreement for Mutual Aid and Support with Various Surrounding Law Enforcement Agencies
- C. Discussion and Approval of the Purchase of Two (2) Replacement Police Vehicles
- D. Discussion and Approval of a Successive Agreement with the River Alliance for Project Management of the Design of the 12,000 Year History Park Visitors Center

**V. City Manager’s Report**

**VI. Council Comments**

**VII. Executive Session**

- A. Receipt of legal advice relating to claims and potential claims by and against the City and other matters covered by the attorney-client privilege
- B. Discussion of Dominion's proposed Franchise Agreement

**VIII. Reconvene**

**IX. Possible actions by Council in follow up to Executive Session**

**X. Adjourn**

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



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**City of Cayce  
Regular Council Meeting  
Tuesday, April 5, 2022**

The April Regular Council Meeting was held this evening at 6:30 p.m. in Council Chambers. The meeting started at 6:30 p.m. due to a tornado warning in the immediate vicinity. Those present included Mayor Elise Partin, Mayor Pro Tem James Jenkins and Council Members Phil Carter, Tim James, and Hunter Sox. City Manager Tracy Hegler, Assistant City Manager Jim Crosland, Municipal Clerk Mendy Corder, IT Director Jamie Beckham, Human Resources Director Lynn Dooley and City Attorney Danny Crowe were also in attendance.

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

**Call to Order**

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

**Approval of Minutes**

Council Member Sox made a motion to approve the March 1, 2022, Regular Council Meeting minutes, the March 16, 2022, Public Hearing and Regular Council Meeting minutes and the March 24, 2022, Special Council Meeting minutes as written. Council Member Carter seconded the motion which was unanimously approved by roll call vote.

**Public Comment Regarding Items on the Agenda**

Mr. Alex Snipe, Item IV. A. Mr. Snipe stated that he and his wife own the property located at 1810 Airport Boulevard. He stated that they were not familiar with the process to request a zoning change therefore they attended the meeting to thank Council for considering their rezoning request.

**Presentations**

A. Presentation by Mr. Lee Tant with Cooperative Health re the services they offer

Mr. Tant rescheduled his presentation due to the severe weather.

**Ordinances**

A. Discussion and Approval of Ordinance 2022-06 Amending the Zoning Map and Rezoning Properties Located at 1810 Airport Boulevard, Lots B & C (Tax Map Numbers 005717-07-020 and 005717-07-013) from M-1/RS-3 to C-4 – First Reading

Ms. Hegler stated that the applicant wished to rezone the two (2) parcels to C4, which was highway commercial zoning. She stated that the properties were surrounded by a mix of uses, retail, gas stations and restaurants. She stated that the C4 zoning districts intended to accommodate commercial development that caters to the needs of the traveling, public highway, dependent commercial, and business uses. She stated that the applicant requested the rezoning to make it easier to develop and therefore more marketable to sell. Ms. Hegler stated that the subject property was surrounded by C4 zoning, as well as RS3 properties that were a residential district. She stated that the requested rezoning was in compliance with the City's Comprehensive Plan that was recently adopted. She stated that the Planning Commission did hear this request in February and no one spoke for or against it. The Planning Commission did recommend unanimously that Council approve First Reading of the rezoning.

Council Member Sox made a motion to approve the rezoning on First Reading. Council Member James seconded the motion which was unanimously approved by roll call vote.

**Items for Discussion and Possible Approval**

A. Discussion and Approval to Amend the Municipal Judges' Agreements

Ms. Hegler stated that the City had agreements with two (2) judges who had been doing a great job for the City for several years. She stated that both judges entered into their current agreement with the City in 2021. She stated that both judges currently worked approximately two (2) days a month. She stated that the current agreement did not afford any additional days for the judges to work and there were times when they were needed for jury trials and other matters that took longer than could be done in the scheduled one (1) day a week.

Ms. Hegler stated that staff had spoken to both judges regarding an amendment to their agreement which would compensate them \$500 a day for any additional days that they were needed. She stated that the need was not frequent and would have to be preapproved by her but would allow the Court to keep cases moving. She stated that both judges had full time jobs in other places so it was fair compensation to offer them. Ms. Hegler stated that the agreements included a minimum two (2) year term that was required by State law. She stated that if Council approved the amendment, it would start a new two (2) year agreement with the judges.

Council Member James made a motion to approve the amendment to the judge's agreements. Council Member Carter seconded the motion which was unanimously approved by roll call vote.

**B. Discussion and Approval of Hospitality Tax Application for the 2022 Soiree on State**

Ms. Hegler stated that the City had a grant application process for Hospitality Tax funds and historically staff submitted an application for the Soiree on State. She stated that during the most recent H Tax application process staff was not sure if the Soiree would be held in 2022 due to COVID therefore an application was not submitted. She stated that staff wanted to look for a different way to fund the Soiree via the budget process but since staff did not know it was going to be held it was not included in the budget process. Ms. Hegler stated that staff was working steadily on the planning for the Soiree therefore a request for \$25,000 was before Council. She stated that the Soiree did qualify for hospitality grant funding. She stated that staff did take and keep record of zip codes of people who attend the Soiree.

Council Member Carter made a motion to approve the application for Hospitality Tax grant money. Council Member James seconded the motion which was unanimously approved by roll call vote.

**Committee Matters**

- A. Approval to Enter the following Committee approved Minutes into the City's Record  
Cayce Housing Authority – December 21, 2021, Annual Board Meeting  
Museum Commission – February 2, 2022  
Events Committee – February 10, 2022

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

**City Manager's Report**

Ms. Hegler stated that on May 4 at 10am the Police Department was holding a Mending Tree Ceremony. She stated that it might be the first one being held in the state. She stated that the ceremony was an opportunity for victims of crime and their families to tie a ribbon on the tree in an effort to mend that pain and move forward. She stated that staff would like to make it an annual event. She stated that a beautiful metal tree had been created by people at DJJ. She stated that the stormwater upgrade work on Blake Drive was almost complete. She stated that phase two and phase three would start soon and staff had been communicating with residents about that. Ms. Hegler

stated that the Fire Department was working hard that week to recertify City staff on First Aid and CPR. She stated that the newly hired payroll and benefits coordinator, Ms. Beth White, would be starting that week. She is a resident of the City and was coming to the City from Lexington District 2. She stated that Ms. JoAn Roland retired the past week and Ms. White had been coming to City Hall and training every day since she was offered the job. Ms. Hegler stated that the Lexington County Mobile Library would be at Burnette Park that Thursday, on April 21 at 3pm, offering books for students and kids in the area. She stated that the Beautification Foundation had purchased large planters that were going to be installed at the brick plazas at State Street and Knox Abbott Drive. Mr. Eric Shealy, a Beautification Foundation member, is a manager at Riverbanks Zoo's Botanical Gardens. She stated that Mr. Shealy was really instrumental in helping design the project and helped order the planters, flowers and plants through the Zoo. She stated that members of the Foundation would be at the plazas on April 16 installing the planters and getting them planted. Ms. Hegler stated that Ms. Corder, Ms. Rowan and staff were busy coordinating the Soiree on State. She stated that she had one (1) staff kudos that she wanted to share with Council and the assembly. She stated that Chief Cowan received a compliment for Officer Carnavale from a person passing through the City. He said he had an exchange with Officer Carnavale one morning when he did not fully stop at a stop sign. He wrote "...I'm writing you because Officer Carnavale demonstrated extraordinary professionalism, respect, and I suspect empathy during his interaction with me. The sort of qualities needed in a police officer and potential future community leader. I'm 72 years old with Parkinson's disease and had just driven two and a half hours from Beaufort. He was patient as I fumbled for my driver's license and registration and he made the decision to take pity on me and only give me a warning ticket. He did make me promise to obey the law forever in the future. I'm grateful not only for the warning, but also that he stopped me and that he was really really kind. It would be nice for officers who are trained like that to interact with citizens. It is nice that they interact with citizens in such a professional and respectful manner." Ms. Hegler stated that the gentleman wanted his compliment passed up the chain and wanted Officer Carnavale to know that he made a positive lasting impression on him.

### **Council Comments**

Council Member James stated that the recently held Tartan Days was awesome. He stated that it was a great flagship event for the City and everyone did a great job. He stated that he was very proud of the City to be able to host the 10th annual Tartan Day.

Mayor Partin stated that Mr. John Banks had done an amazing job creating Tartan Day and he got teared up at the opening ceremony because it's really been his and Donovan's work of art and they did an amazing job of creating a lasting program. She stated that Mayor Pro Tem Jenkins was not in attendance that evening. She stated that he was at an event with his grandchildren.

### **Executive Session**

- A. Receipt of legal advice relating to claims and potential claims by and against the City and other matters covered by the attorney-client privilege
- B. Discussion of negotiations incident to proposed contractual arrangements concerning 800 Lexington Avenue
- C. Discussion of possible contractual arrangements concerning sewer rates

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

### **Reconvene**

- A. Discussion and approval authorizing City manager to proceed as discussed in Executive Session regarding 800 Lexington Avenue, with further negotiation and further documentation for future Council consideration

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

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

Council Member James made a motion to authorize the City Manager as discussed in Executive Session, to move forward regarding Lexington Avenue to allow her further negotiations and to come back to Council with any further considerations in reference to 800 Lexington Avenue. Council Member Carter seconded the motion which was unanimously approved by roll call vote.

### **Adjourn**

Council Member Carter made a motion to adjourn the meeting. Council Member Sox seconded the motion which was unanimously approved by roll call vote. There being no further business, the meeting adjourned at 7:56 p.m.

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Elise Partin, Mayor

ATTEST:

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Mendy Corder, CMC, Municipal Clerk





Mayor Elise Partin	Mayor Pro-Tem James E. Jenkins	Council Members Phil Carter Tim James Hunter Sox	City Manager Tracy Hegler	Assistant City Manager James E. Crosland
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**City of Cayce  
Regular Council Meeting  
Wednesday, April 20, 2022**

The April Regular Council Meeting was held this evening at 6:00 p.m. in Council Chambers. Those present included Mayor Elise Partin, Mayor Pro Tem James Jenkins, Council Members Phil Carter, Tim James and Hunter Sox. City Manager Tracy Hegler, Assistant City Manager Jim Crosland, Municipal Clerk Mendy Corder, Finance Director Kelly McMullen, Human Resources Director Lynn Dooley, IT Director Jamie Beckham, Police Chief Chris Cowan and City Attorney Danny Crowe were also in attendance.

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

**Call to Order**

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

**Public Comment Regarding Items on the Agenda**

Danny Creamer, Item V. A. Mr. Creamer stated he was concerned with the proposal to address speeding on the Avenues especially regarding the proposed stop signs and their proposed locations. He stated that he had lived on the Avenues since 1968 and there had been issues with traffic all the time he had lived there. He stated that Cayce was growing and getting a lot of different aged people. He stated that there were a lot more people walking with their kids in the afternoons. He stated that the speeding issue had been ongoing for several decades and it seemed like all of a sudden over the last four or five weeks, it had come to a boiling point and people felt something had to be done immediately. Mr. Creamer stated that he found out about SCDOT's proposal when he stopped to talk to a reporter doing an interview at 1028 M Avenue. He stated that was the first time that he had heard about any kind of stop sign proposals. He stated that he was not a member of the Cayce Avenues Association and did not think one needed to be a member of any kind of Avenues Association to know what was happening in the community. Especially with the City and local government wanting to have some kind of change in your neighborhood, you as a member of that neighborhood should have had the opportunity to voice your opinion. He stated that he thought the proposals needed to be looked at very closely and make the correct decisions so it does not have to be revisited in the future. Mr. Creamer stated that he was asking that as a group everyone look at the proposal and work together to make it work because help was needed on the Avenues to address speeding.

Greg Brandon, Item IV. A. Mr. Brandon stated that he worked for CMC Steel, South Carolina and he had spoken to City Administration and each one of the Council Members, except for Mayor Partin. He stated that he had reached out to Mayor Partin a couple of times but they had not been able to connect. He stated that CMC Steel, South Carolina was the first steel mill in the state of South Carolina and had been operating in the City of Cayce since 1962. He stated that CMC employed a little over 400 employees with an average salary over \$75,000. He stated that a lot of CMC's staff was in attendance to make their presence known. Mr. Brandon stated that CMC had always tried to be a good corporate citizen and contributed to the community and different charitable organizations throughout the area. He stated that from an economic impact standpoint, CMC impacted the local community to the amount of \$1.5 billion dollars. He stated that the proposed Franchise Fee Ordinance would impose, for the first time, a 5% franchise fee on all industrial customers in the City of Cayce. Mr. Brandon stated that it was his understanding that there were five (5) industrial customers in the City and CMC was by far the largest. He stated that the proposed fee would impose 5% not only on one's electrical bill, but also on natural gas, which CMC was a very large consumer of. He stated it would be an extraordinary act by the City to increase CMC's electric rates and essentially tax them on a service that they were already being taxed on and provided by Dominion. He stated that part of the argument and to the ramifications and justification of passing the franchise fee was the use of City right of ways and streets to deliver power to CMC but Dominion's power transmission lines only operate on private property and do not cross any City street in which the City maintains and thus neither do they cross any City right of way. He asked that Council take that into consideration. Mr. Brandon stated that CMC felt they were being unfairly targeted and would be the one to bear the burden for the City. He stated that CMC's fees would be larger than all other consumers combined. He asked Council to consider these things and consider CMC's viability. He stated that they were not only a local company, but were doing business on a global level and had to be globally competitive. He stated that in light of the pandemic and recent inflation and all the other costs constraints on CMC then to have to pay another 5% in electrical fees which would end up being over a million and a half dollars was a profound statement for Council to actually pass. Mr. Brandon stated that he understood that initially the proposed franchise fee was going to be passed because negotiations with Dominion Energy had failed. He stated that he met with Dominion Energy and they were more than welcome to visit with the City and negotiate on the five (5) items that he was told were on the negotiation table, four of which had been resolved. He stated that the only one that was not resolved was the inclusion of industrial clients in the franchise fee which CMC wanted to continue to be excluded as they had been for the past 60 years. Mayor Partin asked Mr. Brandon to give staff his email address before he left so she could ensure she had his correct address. She stated that she had emailed him several times and hated to think he was not getting any of her emails.

Judy Aughtry, Item IV. B. Ms. Aughtry stated that she wanted to speak on the Ordinance rezoning Airport Boulevard and Memorial Drive. She stated that it was her

understanding from the Planning Commission meeting that part of the land the property owner was trying to sell was part commercial and part residential. She stated that she was concerned a bar might be put there. She stated they were constantly having issues with Carl's Corner which was right across the street. She asked Council to consider not allowing a bar to be put there since it was next door to a church.

Ed Fuson, Item V. A. Mr. Fuson stated that he had lived on L Avenue for over 50 years and it was considered the heart of the Avenues. He stated that he found out about SCDOT's proposal from a friend of his that lives in Colombia. He stated that there had been discussions over the years regarding how to control the traffic and speeding. He stated that he got busy researching and talking to his neighbors. He stated that none of his neighbors knew about the proposed plan to stop speeding on the Avenues. Mr. Fuson stated that he was in full support of the plan and liked the proposal but would like to see some sort of proposal to get the public together. He stated that some of the public that may not be on social media and was not in the loop might have concerns about other areas. He stated that he had a couple of little areas of concern but nothing that was a deal breaker. Mr. Fuson stated that he and his wife walk and cycle the Avenues every day and knew of other areas that should be addressed. He stated that a forum of some sort was needed before locking in anything to get these items addressed so there is a more perfect proposal for DOT to work with.

Jean Boiteau, Item V. A. Ms. Boiteau thanked Mayor Partin for getting her started on the project of calling Cayce a very beautiful place to stop. She also thanked Mayor Partin for talking with her over a year ago about reducing speeding in the Avenues. Ms. Boiteau thanked Mayor Pro Tem Jenkins and Council Member James for responding to her emails when she asked how to get started with trying to stop speeding on the Avenues. She stated that she lived on Holland Avenue and on Easter morning a speeder hit a parked car on her street. She stated that on Christmas morning, her husband was out walking the dog and a drunk driver came down Holland Avenue and struck a parked car and walked away from the accident. Ms. Boiteau stated that she had two (2) very young daughters who were eager to be out on the beautiful sidewalks on Holland Avenue and eager to cross Axtell Drive to go to the Riverwalk and Piecewise Coffee. She stated that she and her husband were frequently terrified by the traffic and speeding on their street and on Lafayette Avenue. She stated that Stop the Speeding on the Avenues had some social media and 123 voters that frequent the Stop the Speed page. She stated they were also trying to get word of through other means other than social media and she would like to add a name and a telephone number to the record for residents to contact the DOT representative who had spoken at some of their recent community events. Ms. Boiteau stated his name was Matt Kelly and his number was 803-737-6660. She stated that he was the DOT representative that had prepared the plan for Stop the Speed and was very receptive. She thanked Chief Cowan for being very diligent with reaching out to community members. She stated that she hoped that they moved forward that evening with getting additional stops signs and safety protocols in place for Cayce.

Pamme Eades, Item V. A. Ms. Eades stated that she lived on Poplar Street in the Avenues and was President of the Cayce Avenues Association. She stated that she would take Mr. Fuson and Mr. Creamer's suggestions for better communications to heart. She stated that sometimes it was difficult in this age of social media to know exactly how to reach everybody in a cost effective way. She stated that the Association had a new Board that was doing quite well and they would address more communication methods moving forward. She stated that speeding in the Avenues had been a hot topic at association meetings for several years and sometimes it took the right people at the right time to be a catalyst for change. She stated that Ms. Boiteau happened to make a presentation regarding speeding to Council that was seen by the new Police Chief who happened to know the right person at DOT to initiate a review of the Avenues traffic flow. Ms. Eades stated that she was very happy that Ms. Boiteau had joined the Board of the Avenues Association. She stated that she was going to be a great leader in Cayce. She stated that once the initial review was completed by DOT, Chief Cowan asked the Board to hold a meeting for residents. She stated they held the meeting in February, which Council Member James attended, where the plan was well received and other additions were suggested. She stated that in addition to a few other changes to the stop sign layout residents also wanted a review of upper L and the Axtell Road area as well. She stated that they put that information as well as the video of the entire meeting on Facebook and posted information on Next Door. She stated that they received positive feedback on both along with similar suggestions that they passed on to Chief Cowan and to DOT again. Ms. Eades stated that at their April meeting they invited City Manager Tracy Hegler to discuss the final traffic flow map and then it would be brought before Council. She stated that the overall consensus of the residents at the meeting was that the proposal was a positive step forward on the issue. She stated that they realized that it was just a step forward and new and repositioned stop signs were only one part of the final solution for reducing speeding within the Avenues. Ms. Eades stated that the Board felt that upper L Avenue would need to be reevaluated to determine what other items needed to be addressed to reduce the risk between Charleston Highway and 12th Street besides the stop sign that was being added midway and Axtell Street required more study. Ms. Eades stated that the Board was in agreement with Chief Cowan that they should not delay in addressing the main areas of the Avenues while waiting on those solutions. She stated that she also wanted to speak as President of the Public Safety Foundation. She stated that Chief Cowan was addressing the issue with a multi prong approach. She stated that stop signs were one way to affect traffic flow and speed within the Avenues but behavior modification and data were also needed. She stated that Chief Cowan came to the Foundation Board requesting help with replacing the City's only incredibly decrepit speed trailer with five (5) new speed trailers that could provide the City enough coverage for all of the neighborhoods and also provide valuable data. Ms. Eades stated that speeding was a problem not just for the Avenues but changing driver behavior with the use of the speed trailers, whether it's reducing their speed, or not cutting through the neighborhood's at all is an important part of the equation. She stated that the City needed to know if there was really an actual speed issue, or just the perception that people were speeding. She

stated that if residents had a perception that cars were going at an unsafe speed, then the speed limits need to be reviewed versus just more patrols at the existing speed. She stated that this concept was true for all areas of Cayce and not just the Avenues. Ms. Eades stated that the Public Safety Foundation was proud that they were able to purchase one (1) of the trailers and were currently raising funds for a second trailer. She stated that she did want to encourage Council to endorse the DOT plan for the Avenues knowing that it was just a first step.

Janie Kerzan, Item V. A. Ms. Kerzan stated that she lived on Oakland Avenue. She stated that she had been a resident there for the last three (3) years and also a member of the Board of the Avenues Neighborhood Association. She stated that she wanted to speak to her support for the new stop signs. She stated that she agreed it was certainly not the only thing that needed to be done but speeding was really seemingly one of the greatest quality of life issues that members of the Avenues had. She stated that people took a lot of pride in living there. She stated that on the way to the Council Meeting she passed six (6) different groups of walkers with eight (8) dogs and three (3) strollers. Ms. Kerzan stated that she really believed that people were a lot like water in that they would going to choose the fastest and most efficient way to drive especially if they wanted to get from point A to point B quickly. She stated that currently the Avenues was an extremely attractive cut through and new stop signs would deter some people from cutting through. She stated that she really wanted people to wake up and remember that they were in a neighborhood environment. Ms. Kerzan stated that she did not want to lose momentum so if they needed to make some adjustments they could but she did not want to lose the perfect opportunity that they had where all the right people were in the right places at the right time. She stated that there was energy behind making something happen and when she spoke to her neighbors they said they had been asking for this for decades and had lost hope. She asked that Council not allow the momentum to die which would enable them to make some great things happen with new stop signs.

Mayor Partin stated that before moving on to the next item, she wanted to remind everyone that Saturday, April 23, was the Soiree on State. She stated that it was from 2pm to 8pm and she invited everyone to attend and enjoy a family friendly event. She stated that the streets would be closed and not only was it a great time but it was also a really cool economic development engine. She stated that if anyone wanted to know that story she would be glad to tell them during the event.

## **Presentations**

### **A. Presentation of Whole Sole Award**

Mayor Partin asked Mr. Andy Thomas and the members of the African American Committee to join her at the front of the room. She stated that the Whole Sole Award was an opportunity for the City to recognize employees for one of the following criteria:

a special act not related to job duty, which relates to dedication or a special service act to the public. It can be a consistent, outstanding act that relates to the job relating to dedication or service to the public. An extra measure of safety compliance or special acts directly related to employee relations and operations within the city or special efforts in training and development. She stated that Ms. Lynn Dooley wrote “after receiving numerous emails from members of the City of Cayce Historical Museum's African American Committee, praising Andy Thomas, and stating how instrumental he has been in getting the committee started, I would like to nominate Andy Thomas for the Whole Sole Award. They genuinely wished that his efforts be recognized. And he is passionate about the City of Cayce history and worked incredibly hard towards getting the Legends of Cayce trading cards printed to hang on a tree in the museum during Christmas. He meets with the African American Committee members each month and works diligently to help make this committee be successful. And he brought to fruition the Cayce African American story by proposing to spotlight Cayce residents for Black History Month on social media platforms. He's done this for several years now. And in the first year doing so he highlighted a legend every single day of the month. I also know how hard he has worked on developing really cool programs for the museum demonstrating our great colonial history. He held the first ever colonial village at the wildly successful Tartan Days earlier this month, building on his prior event highlighting George Washington's visit to Cayce in May of 2019. The colonial visit village included demonstrations and exhibits of colonial and revolutionary war crafts, traditions and historical information. It included information about the 12,000 Year History Park, Congaree Fort 1, a children's coloring area, sweet grass basket making, spinning cloth, blacksmithing, indigo dyeing and how to write with a feather Quill and ink. It is for these and many other reasons that I would like to nominate Andy Thomas for the City of Cayce's Whole Sole Award.” Mayor Partin congratulated Mr. Thomas and thanked him for his dedication to the Museum.

Mr. Thomas thanked everyone for the recognition and quoted Sir Isaac Newton “I've seen further because I stood on the shoulders of giants”. He stated that he had done more because he had the help of City staff, the people from the community and a lot of other people had really helped him. He thanked everyone for their help and stated that he wanted to continue to make a great museum even better.

## **Ordinances**

- A. Discussion and Approval of Ordinance 2022-03 to Establish a Consent Fee or Franchise Fee for Certain Uses of Public Streets or Public Places in the Absence of a Consent Agreement or Franchise Agreement with the City – Second Reading

Ms. Hegler stated that Council and staff had been discussing this item for several years and Council deferred action a couple weeks ago. She stated that it had always been the City's preference to be able to work out an agreement instead of an Ordinance

even though the Ordinance was a default and would allow both to happen. She stated that staff met with members of Dominion's staff and their attorneys and talked about some of the remaining items. She stated that Dominion provided a revised agreement that staff had done a cursory review of but would like to have more time to review it in the hopes of achieving the goal of coming to an agreement with Dominion. Ms. Hegler stated that she would like to ask that Council defer Second Reading to at least to the next Council Meeting so staff could further review the revised agreement.

Council member James made a motion to defer this item to the next Council Meeting. Council Member Sox seconded the motion which was unanimously approved by roll call vote.

**B. Discussion and Approval of Ordinance 2022-06 Amending the Zoning Map and Rezoning Properties Located at 1810 Airport Boulevard, Lots B & C (Tax Map Numbers 005717-07-020 and 005717-07-013) from M-1/RS-3 to C-4 – Second Reading**

Ms. Hegler stated that there was no new information on this item since the First Reading. She stated that there was a State setback law that would affect certain businesses, particularly bars, being allowed there as long as there was a church located nearby.

Council Member Carter made a motion to approve Second Reading. Council Member Sox seconded the motion which was unanimously approved by roll call vote.

**Items for Discussion and Possible Approval**

**A. Consideration and Approval to Endorse the SCDOT Proposal for Addressing Speeding in Parts of the Avenues**

Ms. Hegler stated that Council heard from a few citizens earlier on this matter. She stated that speeding had been an issue in the Avenues for many years. She stated that the Police Department had received numerous complaints, particularly along the long streets in the Avenues. She stated that a resident did come forward in early October and helped spearhead a conversation into a working group to address this effort. She stated that she liked the comment made earlier in the meeting regarding sometimes it takes certain people in the right time. Ms. Hegler stated that Chief Cowan was new and it was his first Council Meeting and he said let's do something about this. She stated that he brought together the DOT, City Administration and the neighborhoods to discuss what to do. She stated that the Police Department ramped up their enforcement and purchased new speed trailers. She stated that education and some behavioral modifications were also needed.

Ms. Hegler stated that DOT immediately came out and met with staff on the street and started looking at what would be a good proposal. She stated that was not how that typically occurred. She stated that typically a city would put forward a plan and make a recommendation to the DOT and ask for their help and DOT would take that plan and say that it would not work which would have been a waste of staff time. She stated that DOT's plan was basically a matrix of additional stop signs to certainly draw some closure to cars being able to go the full length of the Avenues without having to stop. Ms. Hegler stated that some crosswalks were proposed in places where staff knew they were needed, particularly one at Julius Felder and Frink where a recent fatality of a pedestrian occurred. She stated that nothing about the proposed plan was permanent or could not be adjusted. She stated that she thought it was a great proactive and positive step to put forward this plan. She stated that that it was alluded to that there had been comments made about some other parts of the Avenues also having issues. She stated that staff and the DOT recognized that and wanted to continue to research solutions for those parts of the Avenues as well and they might be different solutions.

Ms. Hegler stated that the plan presented that night was a multijurisdictional plan. She stated that DOT had requested that Council acknowledge and endorse the plan so they would know they had their support regarding proceeding with the project. She stated that she had worked with the DOT for many years and getting them to immediately come out and address an issue was not common. She stated that they were moving quickly and trying to address an issue that had been long standing. She stated that nothing in the plan had to be permanent and it could all be adjusted if needed. Ms. Hegler stated that certainly put something out in the community that would help to address speeding.

Council Member James made a motion to endorse DOT's plan. Council Member Sox seconded the motion. Council Member James stated that everyone who stepped up to speak that night played a vital role over the last several months, even the last several years with this issue. He thanked Ms. Eades for what she continued to do for the Neighborhood Association. He thanked Ms. Boiteau as well. He stated that as Mayor Partin said Cayce was a beautiful place to stop. He stated that Chief Cowan certainly stepped up to the plate and tried to build this partnership and move it through in a very quick way. Council Member James stated that he heard everything everyone said that night and it gave him comfort. He stated that it gave other members of the community like Mr. Creamer and Mr. Fuson and others comfort in that Council and staff realize that it was not a one size fits all win-win. He stated that they also recognized as Ms. Hegler stated that it was not often that all the players come together at the same time to where one wants to sit on the sideline and not take advantage and move forward. Council Member James stated that even though everyone realized that the plan was a living document he was happy that Chief Cowan and SCDOT went further than just stop signs. He stated that the plan included a proposed traffic light at 7<sup>th</sup> Street and Knox Abbott which he was ecstatic about because 7<sup>th</sup> Street and Knox

Abbott had Still Hopes which has over 400 residents and 300 employees and BC High School, where children are dropped off every single day on Knox Abbott. He stated that he believed that the plan had a great scope. He stated that when he was at the meeting with Ms. Eades and Matt with the SCDOT, others did ask about East of State Street and West of 12th street. He stated that a plan was coming for those areas as well. He stated that he and others recognized that the plan for L Avenue might need some altering and Karlaney at 9th Street might need to be viewed a little differently. Council Member James stated that it was a living document. He stated that they recognized that there were other areas in the City that Chief Cowan and others would look at as well. He stated that he was happy to see that these things were moving forward. He stated that it was decades and decades of an issue and thanked Chief Cowan for all his work on a solution.

Mayor Partin stated that Miss Boiteau did come forward to Council and spoke at a meeting in October. She stated that this was the kind of government that Cayce was that the citizens really helped to make the city even better than it could be otherwise. She stated that at Chief Cowan's very first Council Meeting he jumped straight in and spoke to Ms. Boiteau after the meeting and said let's talk and it had been a great conversation and collaboration since. Mayor Partin stated that she was really thankful for Chief Cowan's leadership on that and then getting DOT involved. She stated that it was unique that City staff did not have to put together a plan, send it to DOT and they review it and send it back. She stated that they came out and met with Chief Cowan and with citizens and created a plan to help make things safer and to help make that part of the city still walkable and safe for families. Mayor Partin thanked the Avenues Neighborhood Association for doing a great job of helping to get the word out and host forums for people to be able to express their thoughts and opinions. She stated that they even got the media to attend one of their meetings. Mayor Partin thanked Ms. Hegler for sending an email in February to all of Council with the plan from DOT as soon as the City received it, so they could review it and see what was coming. She stated that Council had the plan before them for several months. She asked staff to convey Council's thanks to DOT for getting involved especially since they were pulled in so many different directions statewide. She stated that the plan was really helpful and they would continue to make the plan even better and take more steps forward. Mayor Partin stated that she was thankful for the City's responsive government. She stated that she wished she could say it was faster than seven months but it was a really good conversation and collaboration to come up with a plan that would be beneficial and helpful moving forward.

Council Member Carter stated that while listening and hearing some of the streets that were mentioned he could unfortunately think of some devastating accidents that happened on those streets, fatalities over the past 50 - 60 years. He stated that at the intersection at L Avenue and 12th Street there was a death there many years ago and then a traffic light was installed. He stated that it was refreshing that they were being proactive, not reactive. He stated that it was driven by the community and that

was amazing. Council Member Carter stated that he appreciated them working with the DOT because that was not always an easy thing to do. He stated that he appreciated the remarks from the Neighborhood Association that they were going to work with City staff and the Police Department to raise the awareness next time. He stated that Council would do what they could to help but it was appreciated. He stated that they had a great opportunity with the plan.

Mayor Partin stated while, they were being somewhat proactive earlier that evening they heard about two (2) accidents where thankfully the vehicles were unoccupied but they were hit over the last couple of months. She stated that they did lose a citizen on Frink Street a couple of months ago. She stated that she appreciated Council moving forward because they could not lose any more citizens and certainly could not lose a child. Mayor Partin called the question which was unanimously approved by roll call vote.

**B. Discussion and Motion to Ratify Action of Assistant City Manager for Emergency Sewer Repairs**

Ms. Hegler stated that an emergency sewer repair was needed near Henry's Restaurant on April 8. She stated that G.H. Smith Construction specialized in that type of work and was hired to repair the sewer main. She stated that staff did not have time to go through the normal procurement process and Section 2- 146 of the City Code enabled staff to use emergency powers to make sure that the City could operate in those emergency situations. Therefore the Assistant City Manager did have to approve a quote with G. H. Smith construction for \$30,720. Ms. Hegler stated that they made the repair immediately and everything was back up and running again on April 9. She stated that in the packet was the justification that Assistant City Manager Jim Crosland signed which was a formality to make sure that the City was transparent in these actions when they have to be made.

Council Member Sox made a motion to ratify the Assistant City Manager's action. Council Member James seconded the motion which was unanimously approved by roll call vote.

**City Manager's Report**

Ms. Hegler stated that staff was working really hard in preparation for the Soiree. She stated that the weather was going to be excellent that day. She stated that she was really excited to announce that the City had hired the first firefighter who completed the certification program at the Innovation Center. She stated that he was starting with the City immediately upon graduating in June and was coming with all of his certifications. She stated that meant the City did not have to send him to school to get certified. Ms. Hegler explained that the Innovation Center was a facility on 12<sup>th</sup> Street that was part of Lexington School District Two. She stated that they provide programs

that enable students to leave with certifications for certain careers. Ms. Hegler stated that it was a career development facility where students could get hands-on certified training and literally step out of that school with the ability to go and work, whether it was in cosmetology, firefighting, welding, culinary or auto body repair. She stated that it was a fantastic facility and that was why she wanted to highlight this particular hire because it showcased exactly why the facility was such an asset. She stated that the firefighter was coming to the City at 18 years old. Ms. Hegler stated that it was just exactly what that innovation center was supposed to be and how important their programs are, even to our ability to provide service. She stated that Chief Bullard was excited to get the new hire. She stated that there were a couple of interesting development updates. She stated that the lot at 12<sup>th</sup> Street and Taylor Road was being cleared for the long awaited medical rehab centers. She stated that Zaxby's was currently closed so they could build a more modern facility and expand their footprint to make it a more efficient. She stated that a new restaurant was coming to Parkland Plaza, a Poke Bowl type restaurant. Ms. Hegler stated that the Quik Trip grand opening was the next day. She stated that prom season was in full swing so the Police Department would continue the tradition of demonstrating the importance of not driving impaired with their prom promise. She stated that Airport High School's would be held at 9am on April 27 and Brookland Cayce's would be held at 10am on April 29. She stated that she had a couple staff kudos. She stated that there was an email from one of the City's investigators who was telling the police staff that while working with the juveniles that they had to put into DJJ over the weekend they had some run-ins with one particular juvenile. He stated that the family of the juvenile expressed their gratitude to them and particularly thanked them for their patience with the juvenile. She stated that she received a letter about Monique Ocean in the City's Planning Department. A lady had a home that she was renting and the renter had suddenly passed away. The renter had a family that lived far away and could not come take care of the property really quickly. The homeowner had to renew her business license and property registration application and worked with Ms. Ocean. She stated that she highly wanted to commend her because unknown to Ms. Ocean earlier this year this person had fractured vertebrae in her back and had a bad reaction to some muscle relaxer and was forgetting simple things like how to use a computer and how to do the applications. She said Ms. Ocean was calm and patient and helped her fill out the form. She asked her prudent questions that helped her do this and she was really very reassuring that she was not doing anything to violate City Ordinances. She found her remarkable to work with. Ms. Hegler stated that the last staff kudo she had was from Ms. Kay Hutchinson acting in her volunteer capacity. She said the Woman's Club of Cayce had a fantastic Hot Flash 5k on April 9 in Timmerman Trail. She stated the 5K was a huge success and could not have been accomplished without the efforts of many Cayce employees. As you know, the River crested at 16 feet 11 inches just two (2) days prior. At that point, Ms. Hutchinson was extremely concerned that the run would have to be cancelled. However, James Denny sent her an email early on reassuring her that his projections that the river would recede and according to him as soon as the level got to 14 feet, Parks staff would begin clearing and cleaning the trail. Not only did they do so but one

of the Parks staff, Tim Bozeman, returned Saturday morning at 5:30am right before the run because it had been windy on Friday night and had blown debris all over the trail. This ensured that Timmerman Trail was both beautiful and safe for the runners. They had a record number of participants that were able to have time for life and experience a beautiful city. Ms. Hutchinson stated that many of the runners were from outside of the Cayce area, including one from Kenya. According to the owner of Strictly Running this will put the Hot Flash 5K as a top profile run and it will be a top 20 Run in South Carolina next year. Ms. Hutchinson stated that the Police Department also did an excellent job. Officers Jeffcoat and Reel did an outstanding job helping out along with Park Rangers Creed and Strum who helped ensure traffic was directed appropriately. They represented Cayce well by welcoming and greeting members and runners. Lastly, but not least, Ms. Hutchinson wanted to thank Ms. Mendy Corder. Ms. Corder graciously volunteered and had a great time with the Woman's Club members and everyone she met and they were all complimentary of her and her assistance. Ms. Hutchinson wanted Administration to know that on behalf of the Woman's Club of Cayce she greatly appreciated the professionalism and they get it done attitude of City staff.

### **Council Comments**

Council Member Carter James thanked Chief Cowan for deploying one of the new speed trailers on Moss Creek Drive. He stated that Chief Cowan was at a press conference the prior week to showcase Mr. Jim Hudson and his kind donation for the electric bikes and the two speed trailers were on display as well. Council Member Carter stated that he casually mentioned putting Moss Creek Drive on the list and three (3) hours later the speed trailers were on Moss Creek Drive. He stated that his wife and several of his neighbors found out what kind of technology the speed trailer had. He stated that if one was speeding blue and red lights flash. He stated that he appreciated the Public Safety Foundation for providing that opportunity for the department. Council Member Carter stated that he spoke to a real estate agent recently who was very complimentary of City staff from the approval to the meeting inspection. He was complimentary of the whole process. He complimented staff for the process for new construction.

Council Member James stated that he wanted to applaud his peers. He stated that he was out of town the prior week for vacation and when he came back to town he saw the beautiful planters at Knox Abbott and State Street. He stated that the Beautification Foundation, to include Mayor Partin and Council, worked on a Saturday morning to plant plants in the new pots. He stated that he wanted to again applaud Mr. Crosland for being so attentive to the residents at Blake Drive where the road has been dug up. He stated that the project was now moving on to Slann Drive. He stated that the City loved to over communicate to its residents and Mr. Crosland had done that with this project as well.

Mayor Partin stated that Mayor Pro Tem who was a longtime CMC employee who just recently retired. She stated that he had a heart procedure that day and he just texted and said he was doing great and would be back at the next meeting

**Executive Session**

- A. Receipt of legal advice relating to claims and potential claims by and against the City and other matters covered by the attorney-client privilege
- B. Discussion of possible contractual arrangements concerning sewer rates
- C. Discussion of Dominion's proposed Franchise Agreement

There were not any items to discuss in Executive Session.

**Adjourn**

Council Member James made a motion to adjourn the meeting. Council Member Carter seconded the motion which was unanimously approved by roll call vote. There being no further business, the meeting adjourned at 7:05 p.m.

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Elise Partin, Mayor

ATTEST:

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Mendy Corder, CMC, Municipal Clerk





Mayor  
Elise Partin

Mayor Pro-Tem  
James E. Jenkins

Council Members  
Phil Carter  
Tim James  
Hunter Sox

City Manager  
Tracy Hegler

Assistant City Manager  
James E. Crosland

**Proclamation**  
**53<sup>rd</sup> Annual Professional Municipal Clerks Week**  
**May 1 – May 7, 2022**

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

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

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

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

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

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

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

**Now, Therefore, I**, Elise Partin, Mayor of the City of Cayce and on behalf of Council, do recognize the week of May 1 through May 7, 2022, as Professional Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, Mendy Corder and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 10<sup>th</sup> day of May, 2022.

\_\_\_\_\_  
Mayor

Attest:

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

STATE OF SOUTH CAROLINA	)	ORDINANCE 2022-03
	)	
COUNTY OF LEXINGTON	)	AN ORDINANCE TO ESTABLISH A CONSENT
	)	FEE OR FRANCHISE FEE FOR CERTAIN USES
CITY OF CAYCE	)	OF PUBLIC STEEETS OR PUBLIC PLACES IN
	)	THE ABSENCE OF A CONSENT AGREEMENT
	)	OR FRANCHISE AGREEMENT WITH THE CITY

**WHEREAS**, the City Council, pursuant to the State statutory and State Constitutional authorities granted to and in favor of municipalities, including but not limited to, Article VIII, Sections 15 and 17 of the State Constitution and S.C. Code section 5-7-30, desires to establish by Ordinance a consent fee or franchise fee for certain uses of public streets and public places within the City to apply in the absence of a valid consent agreement or franchise agreement,

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

1. Section 17 ("Consent, franchise, or license required for use of streets") of the 2022 Business License Ordinance adopted by the Council by second reading on November 9, 2021, of Ordinance 2021-23, is hereby amended to read as follows:

**Section 17. Consent or franchise agreement or fee required for use of streets for certain purposes.**

A. It shall be unlawful for any person, business or organization to construct, install, maintain, operate, or continue to operate, in, on, above, or under any public street or public place under control of the City, any line, pipe, cable, pole, structure, or facility for utilities, communications, cablevision, or other purposes without (1) a valid consent agreement or franchise agreement pursuant to S.C. Code sections 58-9-2230 or 58-12-5 et seq. or issued by the Council by ordinance that prescribes the term, fees, and conditions for such use, or without (2) timely payment of any consent fee or franchise fee that is required in the absence of a valid consent agreement or franchise agreement as described in subsection C of this section or by other ordinance.

B. The fee for use of public streets or public places authorized by a consent agreement or franchise agreement by ordinance shall be set by the ordinance approving the agreement and shall be consistent with limits set by state law. Existing consent agreements or franchise agreements shall continue in effect until the expiration dates in the agreements. Franchise or consent fees shall not be in lieu of or be credited against business license taxes unless specifically so provided by the franchise or consent agreement. The consent fee or franchise fee that is required in the absence of a valid consent agreement or franchise agreement by ordinance shall be as provided in subsection C of this section or by other ordinance.

C. (1) Any utility or other person, business or organization providing electric energy service or natural gas service by use of any public street or public place as described in subsection A of this section within the City that does not have a valid consent

agreement or franchise agreement in effect with the City shall pay a consent fee or franchise fee to the City, on a calendar quarterly basis as described below, equal to five (5) percent of its gross revenue (without deductions) from the sale or distribution within the City of electric energy or natural gas to all residential, commercial, and industrial customers, for the preceding calendar quarter. Payment of the fee shall be made within thirty (30) days after the end of each calendar quarter.

(2) Any utility or other person, business or organization providing any service through communication lines and facilities by use of any public street or public place as described in subsection A of this section within the City that does not have a valid consent agreement or franchise agreement in effect with the City shall pay a consent fee or franchise fee to the City, on a calendar quarterly basis as described below, equal to five (5) percent of its gross revenue (without deductions) from the sale or distribution of its service through communication lines and facilities to all residential, commercial, and industrial customers, for the preceding calendar quarter. Payment of the fee shall be made within thirty (30) days after the end of each calendar quarter.

(3) This subsection is reserved.

2. Section 12-52 ("Permission to use streets required") in Article II ("Licenses") of Chapter 12 ("Businesses") of the City Code is hereby amended to read:

**Sec. 12-52.- Consent or franchise agreement or fee required for use of streets for certain purposes.**

A. It shall be unlawful for any person, business or organization to construct, install, maintain, operate, or continue to operate, in, on, above, or under any public street or public place under control of the City, any line, pipe, cable, pole, structure, or facility for utilities, communications, cablevision, or other purposes without (1) a valid consent agreement or franchise agreement pursuant to S.C. Code sections 58-9-2230 or 58-12-5 et seq. or issued by the Council by ordinance that prescribes the term, fees, and conditions for such use, or without (2) timely payment of any consent fee or franchise fee that is required in the absence of a valid consent agreement or franchise agreement as described in subsection C of this section or by other ordinance.

B. The fee for use of public streets or public places authorized by a consent agreement or franchise agreement by ordinance shall be set by the ordinance approving the agreement and shall be consistent with limits set by state law. Existing consent agreements or franchise agreements shall continue in effect until the expiration dates in the agreements. Franchise or consent fees shall not be in lieu of or be credited against business license taxes unless specifically so provided by the franchise or consent agreement. The consent fee or franchise fee that is required in the absence of a valid consent agreement or franchise agreement by ordinance shall be as provided in subsection C of this section or by other ordinance.

C. (1) Any utility or other person, business or organization providing electric energy service or natural gas service by use of any public street or public place as described

in subsection A of this section within the City that does not have a valid consent agreement or franchise agreement in effect with the City shall pay a consent fee or franchise fee to the City, on a calendar quarterly basis as described below, equal to five (5) percent of its gross revenue (without deductions) from the sale or distribution within the City of electric energy or natural gas to all residential, commercial, and industrial customers, for the preceding calendar quarter. Payment of the fee shall be made within thirty (30) days after the end of each calendar quarter.

(2) Any utility or other person, business or organization providing any service through communication lines and facilities by use of any public street or public place as described in subsection A of this section within the City that does not have a valid consent agreement or franchise agreement in effect with the City shall pay a consent fee or franchise fee to the City, on a calendar quarterly basis as described below, equal to five (5) percent of its gross revenue (without deductions) from the sale or distribution of its service through communication lines and facilities to all residential, commercial, and industrial customers, for the preceding calendar quarter. Payment of the fee shall be made within thirty (30) days after the end of each calendar quarter.

(3) This subsection is reserved.

3. Section 12-53 ("Consent, franchise or business license fee required") in Article II ("Licenses") of Chapter 12 ("Businesses") of the City Code is hereby repealed.

4. If any section, subsection, or clause of this Ordinance shall be deemed or determined to be unconstitutional or otherwise invalid, the validity of the remaining section, subsections, and clauses shall not be affected thereby.

This Ordinance shall become effective upon approval on second and final reading.

**DONE IN MEETING DULY ASSEMBLED**, this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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

Attest:

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

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

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

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

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# Memorandum

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**To:** Mayor and Council

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

**Date:** May 10, 2022

**Subject:** First Reading of an Ordinance to rezone property located at 2222 Taylor Road (TMS 005759-07-005) from C-2 (Neighborhood Commercial) to RS-3 (Single Family, Small Lots)

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## Issue

Council approval is needed for the First Reading of an Ordinance to rezone the property located at 2222 Taylor Road (TMS 005759-07-005) from C-2 to RS-3.

## Discussion

The property owner wishes to rezone the property from C-2 to RS-3. The C-2 zoning district is intended to meet the commercial and service needs generated by nearby residential areas. Whereas, RS-3 is intended to foster, sustain, and protect areas in which the principal use of land is for single family dwellings.

The subject property is located adjacent to other zoned C-2 properties and RS-3 properties. The future land use map designation of the property is RC (Residential Conservation and In-fill Areas). The RC land use category is intended to protect existing residential areas for single-family use and to promote "infill" of single family housing. The request is in compliance with the Cayce Comprehensive Plan.

The subject property is currently home to an existing single family residential dwelling. Residential dwellings are not permitted uses in the C-2 zoning district, therefore, making the current single family residential use a legal nonconformity. A nonconformity is defined as any use, building, or the like in existence prior to the effective date of this Ordinance but, by reason of adoption, revision or amendment, fails to conform to the present requirements of the Ordinance.

The lawful usage of a legal nonconformity may be continued unless it remains idle or unused for a continuous period of six months. Also, enlargement of a nonconforming building or use may not exceed 10% of the existing nonconformity and the replacement of a nonconforming building or structure that has been damaged or destroyed must be initiated within 6 months of the time of the damage or destruction.

The Planning Commission voted on the requested rezoning from C-2 to Rs-3 at the Planning Commission Meeting and Public Hearing on April 18, 2022. No one spoke in favor of or against the rezoning request.

**Recommendation**

The Planning Commission unanimously recommends Council approve First Reading of an Ordinance to rezone the property located at 2222 Taylor Road (TMS 005759-07-005) from C-2 (Neighborhood Commercial) to RS-3 (Single Family Residential, Small Lots).

STATE OF SOUTH CAROLINA	)	<b>ORDINANCE 2022-07</b>
	)	<b>Amending the Zoning Map and Rezoning</b>
COUNTY OF LEXINGTON	)	<b>Property Located at 2222 Taylor Road</b>
	)	<b>(Tax Map Number 005759-07-005) from C-</b>
CITY OF CAYCE	)	<b>2 to RS-3</b>

**WHEREAS**, the Owner/Applicant requested that the City of Cayce amend the Zoning Map to re-designate the property comprising and shown at 2222 Taylor Road (Tax Map Number 005759-07-005) from C-2 (Neighborhood Commercial) to RS-3 (Single Family, Small Lots), and

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

**WHEREAS**, the Planning Commission met on April 18, 2022, to receive public comments and vote on whether to recommend the rezoning request, and has decided, by a unanimous vote, that it does recommend this change to the existing zoning,

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the City of Cayce, in Council, duly assembled, that the property hereinafter listed, and as shown on the attached sketch, is hereby rezoned and reclassified on the Zoning Map of the City of Cayce as RS-3 (Single Family, Small Lots):

Tax Map Number 005759-07-005  
2222 Taylor Road

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

**DONE IN MEETING DULY ASSEMBLED**, this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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

Attest:

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

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

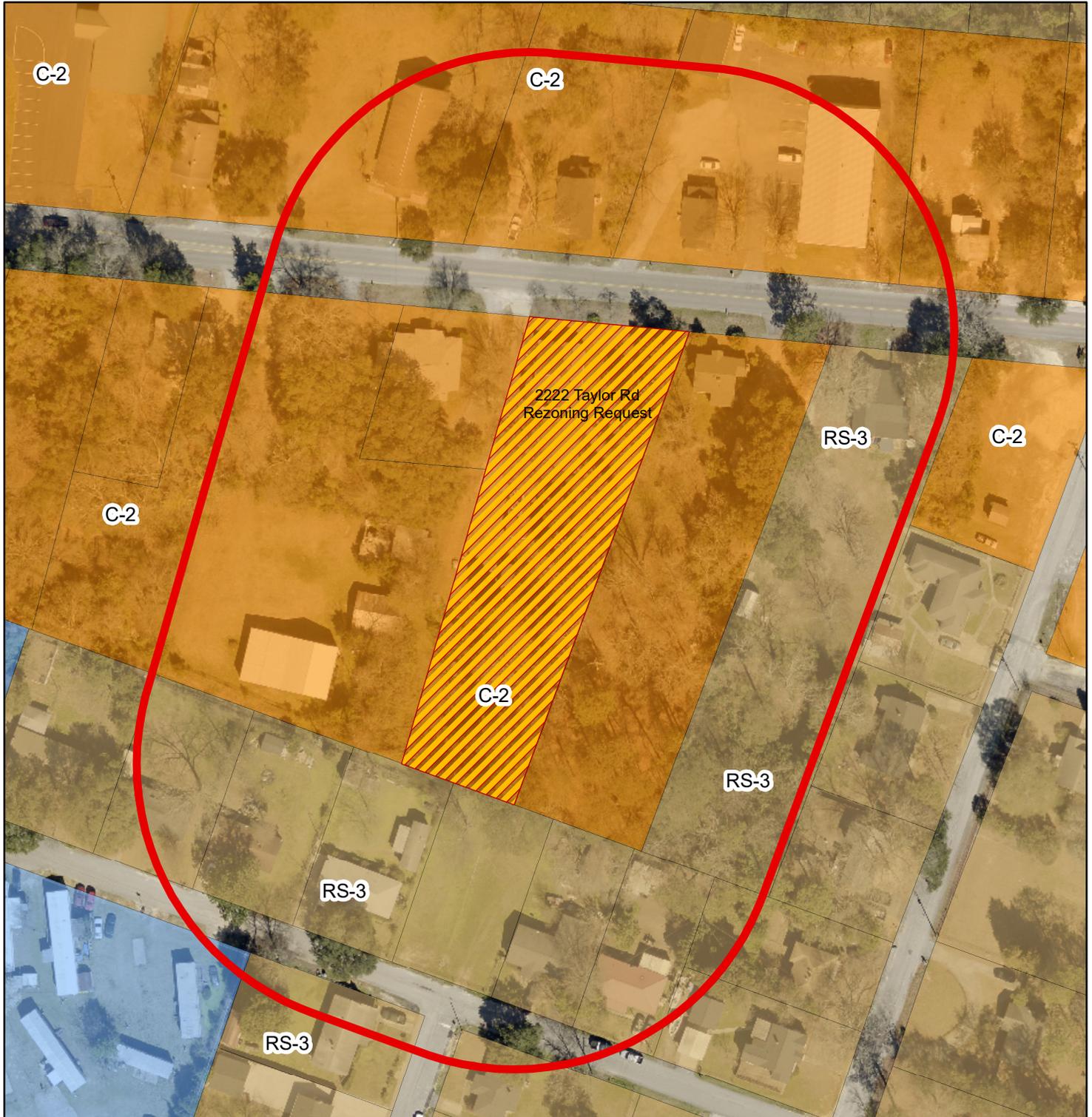
Second Reading and Adoption: \_\_\_\_\_

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

# Rezoning Request MA003-22 2222 Taylor Road Current Zoning

## Legend

-  200 ft Buffer
-  Re-Zoning Request 2222 Taylor Rd



200 100 0 200 Feet



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# Memorandum

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**To:** Mayor and Council

**From:** Tracy Hegler, City Manager

**Date:** May 10, 2022

**Subject:** Intergovernmental Agreement for Regional Gateways Project

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**ISSUE:**

Council approval is needed to enter into an intergovernmental agreement for Regional Gateways Project.

**BACKGROUND/DISCUSSION**

For several years, the City of Cayce has been working with the Midlands Business Leadership Group (MBLG) to establish regional gateways, which was identified by the MBLG as an area of the midlands that is affecting its overall business competitiveness. Other local municipalities and Richland and Lexington Counties were also involved. The team, through multiple conversations and meetings agreed upon beautifying the Midlands through the following Gateway projects (listed in no particular order):

- Airport Boulevard Gateway: One-mile stretch beginning at I-26 & S.C. 302 continuing to the Airport Expressway
- Fort Jackson Gateway: I-77 & Forest Drive
- Lexington Gateway: I-20 & U.S. 1
- Harbison Gateway: I-26 & Harbison Boulevard
- Downtown Connector Gateway: I-20 & S.C. 277
- I-20 & I-26
- I-20 & I-77
- I-77 & I-26.

The team further identified two priority projects for which to begin: Airport Boulevard and Ft. Jackson Gateways. They developed full designs, cost estimates and solicited donations for the construction of those two projects, which they have successfully secured.

The City received a presentation with this information at its meeting on June 16, 2021. Since that time, the team has been drafting the attached intergovernmental agreement which sets out the following:

- The Central Midlands Council of Government will project manage the initial improvements, with guidance from various committees, all of which will have representation from each participating governmental entity.
- On-going maintenance of all gateways after construction is the responsibility of the appropriate jurisdiction but funds for that are paid for by all parties to the IGA proportionate to population.
  - Cayce's portion cost for maintenance after all gateways are constructed is estimated to be about \$16,500 per year (around \$2,000 for Airport Boulevard alone).

**RECOMMENDATION:**

Staff recommends Council approve the Regional Gateways Project Intergovernmental Agreement and authorize the City Manager to execute the agreement.

**INTERGOVERNMENTAL AGREEMENT  
FOR  
REGIONAL GATEWAYS PROJECT**

The AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among the following units of local government: Richland County, Lexington County, City of Columbia, City of Cayce, City of West Columbia, Town of Springdale, City of Forest Acres; and Central Midlands Council of Governments.

WHEREAS, the parties to the Agreement have the authority pursuant to the South Carolina Home Rule Act, to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually;

WHEREAS, the parties to this Agreement desire to cooperate in developing and carrying out the Regional Gateways Project, hereinafter referred to as the PROJECT, the purpose of which is to beautify key regional gateways with unified landscaping and signage, within a ten-mile radius of the South Carolina State House;

WHEREAS, the local government parties to this Agreement desire to engage Central Midlands Council of Governments (CMCOG) to assist with managing the project;

WHEREAS, the parties to this Agreement desire to clearly define each parties' roles, responsibilities, and expectations necessary to successfully implement the project;

NOW, THEREFORE, in consideration of the representations set forth herein, the parties hereby mutually agree as follows:

**1. Project Definition.** The purpose of the PROJECT is to beautify key regional gateways with unified landscaping and signage in highly trafficked areas within a ten-mile radius of the South Carolina Statehouse. The PROJECT will consist of both construction and ongoing maintenance of the selected project sites.

- a. Project Sites.** The PROJECT will include the construction and ongoing maintenance of the initial eight (8) regional gateway sites, listed in no particular order: Airport Boulevard Gateway: One-mile stretch beginning at I-26 & S.C. 302 continuing to the Airport Expressway; Fort Jackson Gateway: I-77 & Forest Drive; Lexington Gateway: I-20 & U.S. 1; Harbison Gateway: I-26 & Harbison Boulevard; Downtown Connector Gateway: I-20 & S.C. 277; I-20 & I-26; I-20 & I-77; I-77 & I-26.
- b. Project Implementation.** The Airport Boulevard Gateway will be the first site to be beautified. The Fort Jackson Gateway will be the second site to be beautified. The order of implementation of the remaining sites will be determined by funding and a project advisory committee as defined in Section 2(a). The order of implementation of the remaining projects shall not otherwise be explicitly defined by this Agreement.
- c. Funding Obligation.** Each site must be fully funded for both construction and ongoing maintenance for no less than the term required by the SCDOT encroachment permit, before it will be bid for construction. The local government where a specific project is located will be responsible for executing the required SCDOT encroachment permit for that project. All parties duly understand, in the event this agreement is terminated, per SCDOT policy all ongoing maintenance responsibilities for completed projects will revert to the jurisdiction holding the associated encroachment permit.
- d. Additional Sites.** After the eight (8) sites listed above are implemented and duly funded for both beautification and ongoing maintenance, the parties to this agreement may choose to construct and maintain additional sites by amending this Agreement with the written consent of all parties.
- e. Additional Partners.** At any time, the parties to this agreement may choose to invite additional local government partners to participate in the project and enter into this

agreement, so long as they accept all the terms and conditions provided herein, including a cost share commitment.

**2. Advisory Committees - Duties and Obligations.** Each unit of local government party to this Agreement shall, in coordination and collaboration with CMCOG, assign representatives to each of the following advisory committees to assist in the performance of the identified responsibilities. Each unit of local government agrees to designate and ensure the participation of such representatives for no less than the term of this agreement. If a designated representative is no longer able or willing to participate, the unit of local government will promptly designate a new representative. Each unit of local government may also designate an alternate for each primary designee, who may serve on the relevant committee with full voting rights in their absence.

a. **Project Steering Advisory Committee.** Each unit of local government party to this agreement will designate one elected official and/or administration staff to actively serve on a Project Steering Advisory Committee (PSAC) that will be responsible for overseeing the general direction and scope of the PROJECT. The PSAC may include other stakeholders not party to this agreement, to include one representative from the Midlands Business Leadership Group (MBLG).

- The PSAC will be responsible for ensuring adequate funding for construction and maintenance, coordinating stakeholder outreach, determining implementation priorities, and other services as needed.
- The PSAC shall delegate all procurement actions to CMCOG.
- The PSAC shall select the order of implementation for the projects and designate when the implementation process will begin.
- The PSAC shall not participate in the procurement process.
- The PSAC will authorize CMCOG to negotiate a contract with the selected contractor for each project.
- The PSAC will meet no less than bi-annually to receive updates on the progress of the overall program.

b. **Procurement Advisory Committee.** Each unit of local government party to this agreement will designate one procurement staff member, or other staff member with knowledge and expertise of local government procurement practices, to actively serve on a Procurement Advisory Committee (PAC) that will be responsible for assisting CMCOG with the

implementation of the procurement process. Per this IGA, CMCOG will have the responsible of procuring the projects identified in this agreement.

- The PAC will assist CMCOG in developing standardized procurement document templates and customizing these templates to address the unique requirements of each project.
- The PAC will assist CMCOG in the solicitation for each project. Each solicitation will be posted at a minimum in the South Carolina Business Opportunities. Other solicitation sources will be used as determined by the committee and CMCOG.
- The PAC will assist CMCOG in receiving and reviewing bid proposals/packets to determine responsiveness to the bid packet/request for qualifications and/or proposals.
- The PAC will assist CMCOG in releasing the intent to award notification to successful and unsuccessful proposers.
- The PAC will assist CMCOG in managing the appeals process and procedures.
- The PAC will assist CMCOG in the development of contract materials to negotiate and execute a contract with the selected consultant.
- Other duties may be assigned to the PAC as determined and requested by CMCOG.

c. **Technical Advisory Committee.** Each unit of local government party to this agreement will designate one staff member to actively serve on a Technical Advisory Committee (TAC) that will be responsible for assisting CMCOG with the implementation of the procurement, project selection, and technical assessment process for each project. The designated staff member must have demonstrated technical expertise in one or more of the following areas: civil engineering, public works, landscape design, and/or construction management. Per this IGA, CMCOG will have the responsibility for administrative management for the projects identified in this agreement.

- The TAC will assist CMCOG in the development of technical specifications, bid forms, and selection criteria that will be included in solicitation documents.
- The TAC will assist CMCOG in the development of an independent cost estimate (cost/price analysis) for each project. If the TAC is unable to perform this service, then CMCOG will include these services as part of their procurement responsibilities.
- The TAC will receive bid documents from CMCOG that have been reviewed and approved by the PAC.

- The TAC will assist CMCOG in review of the technical specifications of the bid proposals for accuracy.
  - The TAC will assist CMCOG with the evaluation and scoring of the bid proposals as part of the procurement process.
  - The TAC will assist CMCOG with participating in pre-bid and pre-construction conferences.
  - The TAC will assist CMCOG in reviewing and approving design and construction plans, as well as developing construction bid specifications.
  - For each project, the TAC shall designate a site manager for that specific project. The site manager will serve as the primary point of contact and technical liaison to CMCOG.
  - Other duties may be assigned to the TAC as determined and requested by CMCOG.
- d. **Contract Management Advisory Committee.** Each unit of local government party to this agreement will designate one staff member to actively serve on a Contract Management Advisory Committee (CMAC) that will be responsible for assisting CMCOG with the day-to-day management of the contractor and implementation of the overall contract. Once a contract has been executed with the selected contractor, the TAC shall service in the capacity as the Contract Management Advisory Committee. Per this IGA, CMCOG will have the responsibility for managing the implementation of the projects identified in this agreement.
- The CMAC will assist CMCOG in managing the day-to-day activities associated with project implementation.
  - For each project, the CMAC shall designate a site manager for that specific project. The site manager will serve as the primary point of contact and technical liaison to CMCOG.
  - The site manager will be empowered to make day-to-day decisions, in coordination with CMCOG, to ensure continuous project implementation.
  - The site manager will receive and approve no cost or minor change order requests in coordination with CMCOG. Major change order requests shall be approved by the CMAC and/or the PSAC depending on the nature of the request. The CMAC, in consultation with the PSAC, will establish a threshold for determining what constitutes a major or minor change order.
  - The site manager will review and approve contractor invoices before payment will be authorized and released for payment by CMCOG.
  - The site manager will assist CMCOG with providing updates to the PSAC.

- The CMAC will assist CMCOG in assessing the maintenance needs (report) for each project on an annual basis.
- The CMAC will assist CMCOG to ensure that maintenance and upkeep are completed at a satisfactory level.
- The CMAC and CMCOG will coordinate with SCDOT to ensure all construction and maintenance activities are in compliance with SCDOT standards.
- Other duties may be assigned to the CMAC as determined and requested by CMCOG.

3. **Central Midlands Council of Governments Duties and Obligations.** Central Midlands Council of Governments (CMCOG) shall act as the project manager for coordinating the PROJECT on behalf of the other parties to this agreement. As project manager, CMCOG shall be responsible for the following:

a. **Procurement**

- CMCOG will manage the procurement of construction and maintenance services for the PROJECT.
- CMCOG will determine the procurement process, which is intended to be uniform for each project included in the PROJECT.
- CMCOG procurement responsibilities will include developing and soliciting RFQs/RFPs, facilitating advisory committee meetings for the purpose of developing bid specifications, and evaluating proposals, and coordinating the contract award and appeals process.
- If procurement services for independent cost are performed, vendor and/or contractors who provide independent cost estimates will be unable to participate in the procurement of construction and/or maintenance services.
- CMCOG procurement actions will be consistent with the CMCOG procurement policy and may accommodate specific provisions of applicable local government procurement policies when mutually agreed upon by the other parties to the agreement. CMCOG shall reserve the right to reject such provisions if they conflict with CMCOG's procurement policy or other directives that may impact the development of the project.
- CMCOG will develop all RFPs with consistent selection criteria.
- CMCOG will ensure a competitive procurement process to the maximum extent possible. All parties to the Agreement will adhere to CMCOG's procurement process and will support CMCOG in ensuring maximum competition.

- Projects may be procured using a “design/build” method of project delivery.
- Other duties may be assigned as determined and requested by CMCOG.

**b. Contract Administration.** CMCOG will assist and facilitate the contract administration for all construction and maintenance contracts executed for the PROJECT.

- Construction and maintenance activities will be managed in coordination and collaboration with the PSAC, PAC, TAC, and CMAC.
- CMCOG will serve as the administrative agent for each unit of local government party to this agreement for construction services.
- CMCOG will serve as the administrative agent for each unit of local government party to this agreement for maintenance services.
- Local units of governments directly impacted by the performing project shall execute the agreement with the selected contractor and designate CMCOG as their administrative agent to perform the maintenance administrative duties.

**c. Financial Management.** CMCOG will provide financial management services for the PROJECT to include receiving and holding donated funds, paying invoices, providing financial reports, and providing other general accounting services as needed.

- Funds for construction and maintenance will be accounted for separately.
- Donated construction funds will be held in a capital account that will remain in effect until such time as all construction activities are complete and all funds have been expended.
- Annual maintenance funds will be held in a separate account that will only be used to pay for ongoing maintenance costs, including repairs and replacements.
- Private donations and local government funds for this project may be accepted and held by the Central Midlands Development Corporation (CMDC).

**4. Project Funding/Cost Share.** Each unit of local government party to this agreement will provide funding to support the construction and ongoing maintenance and administration of the PROJECT based on the following cost allocations:

**a. Construction.** Funding for construction will be provided on a site by site basis through a combination of local government contributions and private donations. Local government

funding contributions for construction projects may be earmarked or dedicated for a specific project by the entity making the financial contribution. Each site must be fully funded for both construction and ongoing maintenance for no less than the term required by the SCDOT encroachment permit, before it will be bid for construction.

**b. Maintenance.** Funding for ongoing maintenance will be provided through annual contributions from each unit of the local government party to this agreement.

- The cost share for each participating unit of local government will be based upon their percentage share of the IGA area's total population.
- Each county government's share will be based on their full county population less the population of any participating municipalities, less the population of the unincorporated area of the county.
- The total annual maintenance cost for each project, from which the pro rata shares will be calculated, will include a repair and replacement contingency fee reflecting 10% of the original construction contract price.
- CMCOG will invoice local governments for their annual contribution after the start of each fiscal year.
- Maintenance costs will be reassessed on an annual basis.

**c. Administration.** Funding for project administration by CMCOG will be included in the construction and maintenance budgets for each site project and will be paid for from the construction and maintenance allocations described above. CMCOG will be paid a lump sum construction administration fee not to exceed 10% of the total cost of construction for the first project, the Airport Blvd./Hwy 302 Gateway. CMCOG will use these initial administrative fees to cover the costs of CMCOG services across multiple projects. CMCOG will provide regular updates to the PSAC on the use of these funds. Additional administrative fees shall be negotiated with the PSAC as needed after the second, fourth, and sixth projects. CMCOG will use this administrative fee to address the project administration and services outlined in the Agreement, to include procurement management and administration, contract administration, fiscal sponsorship/financial management, and project coordination and support. CMCOG reserves the right to use these funds to secure any deficiencies in addressing the needs of the overall PROJECT.

- 5. Pursuit of Federal Funds.** If the PSAC decides to pursue federal or state funding for any phase of the PROJECT, the parties agree to work with CMCOG to evaluate and ensure eligibility and compliance with all applicable laws and regulations.
- 6. Term and Termination.** This Agreement shall commence upon execution by all parties and shall remain in full force and effect until such time as the PSAC agrees to present a request for termination to each of their respective councils, and each respective council approves such termination. This agreement shall not be terminated as long as a contract, grant, or other mutual obligation is in effect, in which case the Agreement will remain in full force until all such mutual obligations are satisfied. Upon such termination, all maintenance responsibilities for completed projects will revert to the jurisdiction holding the associated encroachment permit.
- 7. Amendments.** This Agreement may be amended at any time with the written consent of all parties.
- 8. Insurance.** Each party shall maintain insurance, whether commercial or self-funded, in amounts sufficient to fulfill its obligations and potential liabilities under this Agreement, but in no event shall such amounts be less than the limits of claims arising under the South Carolina Tort Claims Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

FOR Richland County

By: «Name»

Position:  
*(Chief Elected or Administrative official)*

FOR Lexington County

«Name»

By:

Position:

*(Chief Elected or Administrative official)*

FOR City of Columbia

«Name»

By:

Position:

*(Chief Elected or Administrative official)*

FOR City of Cayce

«Name»

By:

Position:

*(Chief Elected or Administrative official)*

City of West Columbia

FOR

«Name»

By:

Position:

*(Chief Elected or Administrative official)*

FOR Town of Springdale

«Name»

By:

Position: \_\_\_\_\_  
*(Chief Elected or Administrative official)*

FOR Town of Lexington  
«Name» \_\_\_\_\_

By: \_\_\_\_\_  
Position: \_\_\_\_\_  
*(Chief Elected or Administrative official)*

FOR Town of Irmo  
«Name» \_\_\_\_\_

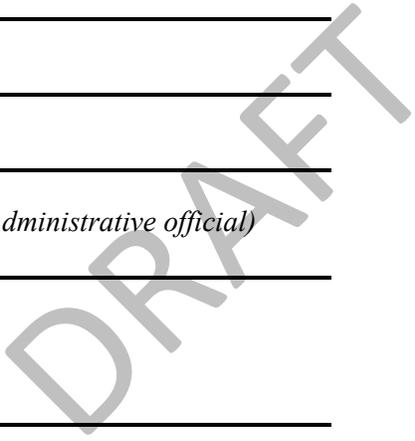
By: \_\_\_\_\_  
Position: \_\_\_\_\_  
*(Chief Elected or Administrative official)*

FOR City of Forest Acres  
«Name» \_\_\_\_\_

By: \_\_\_\_\_  
Position: \_\_\_\_\_  
*(Chief Elected or Administrative official)*

FOR Central Midlands Council of Governments  
«Name» \_\_\_\_\_

By: \_\_\_\_\_



Position:

*(Chief Elected or Administrative official)*

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DRAFT

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# Memorandum

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**To:** Mayor and Council

**From:** Tracy Hegler, City Manager

**Date:** May 10, 2022

**Subject:** Resolution approving an Agreement for Mutual Aid and Support with Surrounding Agencies

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## ISSUE

Consideration of a Resolution approving an Agreement for Mutual Aid and Support with surrounding agencies.

## BACKGROUND/DISCUSSION

S.C. Code section 23-20-50 was amended and requires that an agreement entered into pursuant to Title 23 on behalf of a law enforcement authority must be approved by the appropriate state, county or local law enforcement authority's chief executive officer, and by the governing body of each jurisdiction.

Council has already approved similar Resolutions ratifying Mutual Aid and Support Agreements with several entities. Council's approval of the Resolution ratifies and meets the new requirement for these types of agreements.

The proposed Resolution establishes a standard agreement for all agencies and updates information with the City's new Police Chief. The agencies included in this Resolution are:

- 1) West Columbia Police Department
- 2) Columbia Metropolitan Airport Department of Public Safety
- 3) Lexington County Health Services District
- 4) Lexington County Police Department
- 5) Lexington County Sheriff's Department
- 6) Multi-Jurisdictional Task Force Mutual Aid Agreement to Combat Criminal Narcotics Throughout Lexington County, South Carolina
- 7) Pine Ridge Police Department
- 8) Richland County Sheriff's Department
- 9) South Congaree Police Department
- 10) Springdale Police Department
- 11) City of Columbia Police Department
- 12) Calhoun County Sheriff's Office
- 13) Kershaw County Sheriff's Office
- 14) Irmo Police Department
- 15) Gaston Police Department
- 16) Chapin Police Department
- 17) City of Forest Acres

## RECOMMENDATION

Staff recommends Council approve a Resolution approving an Agreement for Mutual Aid and Support with surrounding agencies and authorize the City Manager to sign the agreement on behalf of the City.

STATE OF SOUTH CAROLINA	)	<b>RESOLUTION</b>
	)	<b>Approving Law Enforcement</b>
COUNTY OF LEXINGTON	)	<b>Assistance and Support</b>
	)	<b>Agreement with Surrounding</b>
CITY OF CAYCE	)	<b>Agencies</b>

**WHEREAS**, the need for law enforcement agencies to enter into contracts with other law enforcement agencies for mutual aid and support is recognized in Chapter 20 (“Law Enforcement Assistance and Support Act”) of Title 23 (“Law Enforcement and Public Safety”) of the South Carolina Code of Laws; and

**WHEREAS**, S.C. Code section 23-20-40(B), which is a part of Chapter 20 of Title 23 of the State Code, provides that an agreement entered into pursuant to that chapter on behalf of a law enforcement agency must be approved by the appropriate governing body of the concerned county, municipality or other political subdivision; and

**WHEREAS**, the Council wishes to clarify and confirm the process by which it approves such mutual aid agreements as are entered into between the law enforcement agency of the City of Cayce and the law enforcement agencies of other political subdivisions of the State,

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

The City Council hereby ratifies or approves the City of Cayce and its Police Department entering into a Law Enforcement Assistance and Support Agreement for law enforcement services, in the form attached as Attachment 1, with the seventeen listed law enforcement agencies in Attachment 2. The City Manager and the Chief of Police are authorized to sign these Agreements on behalf of the City.

**ADOPTED** this \_\_\_\_\_ day of May 2022.

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

**ATTEST:**

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

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

[Attachment 1]

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LEXINGTON )

**LAW ENFORCEMENT  
ASSISTANCE AND SUPPORT AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **CITY OF CAYCE POLICE DEPARTMENT**, 2 Lavern Jumper Road, Cayce, South Carolina 29033, and the \_\_\_\_\_.

**WHEREAS**, as amended on June 3, 2016, the Law Enforcement Assistance and Support Act (South Carolina Code Ann. §23-20-10 *et seq.*), provides for contractual agreements between and among state, county, municipal, and local law enforcement agencies for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines; and

**WHEREAS**, the parties to this Agreement, as law enforcement agencies, desire to enter into such an agreement for the purposes of securing to each the benefits of mutual aid in the event of natural disaster, disorder, special events, emergency situations, investigations, and/or any other law enforcement activities; and

**WHEREAS**, the purpose of this Agreement is to define the cope of such mutual aid and the responsibilities of the parties; and

**WHEREAS**, during these activities, it is possible that law enforcement officers will respond to, become involved with, and/or deal with emergency situations, civil disorders, arrests, natural or manmade disasters, pursuits of criminal suspects, location of missing persons, criminal investigations, and/or any other matter handled by law enforcement, and the requesting agency desires that the replying agency’s officers have lawful authority and jurisdiction to respond to, become involved with, and/or deal with these or any other situations which may arise during the presence of responding agency’s officers in the requesting agency’s jurisdiction,

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, it is the intent of the parties to share jurisdiction under this written Agreement to the fullest extent permitted under South Carolina law, and it is further agreed as following:

**1. VESTING OF AUTHORITY AND JURISDICTION**

To the fullest extent permitted by the Constitution and the statutes of this State, officers assigned under the Agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges outside the officers' resident jurisdiction for the purpose of investigation, arrest, or any other activity related to the criminal activity for which this Agreement is drawn. This Agreement is in no way intended to affect any other multi-jurisdictional agreement(s) which may exist between the agencies. The assistance to be rendered pursuant to this Agreement shall solely involve responding law enforcement officers from one party’s jurisdiction to the other. When so

responding, such law enforcement officers shall have all powers and authorities of law enforcement officers employed by the requesting jurisdiction. However, local ordinances adopted by a responding party's jurisdiction shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of that party.

## **2. REQUEST FOR ASSISTANCE**

Pursuant to this Agreement, law enforcement officers may be requested to perform public safety functions across jurisdictional lines, including, but not limited to, participation in multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Assistance provided in this Agreement includes, but is not limited to:

- A. Emergency Situations;
- B. Civil Disorders;
- C. Natural or Manmade Disasters;
- D. Mass Processing of Arrests;
- E. Transporting of Prisoners;
- F. Operating Temporary Detention Facilities & Housing Inmates;
- G. Arrests;
- H. Pursuits of Criminal Suspects;
- I. Location of Missing Persons;
- J. Traffic Control and Safety;
- K. Criminal Investigations;
- L. Special Assignments (such as fairs, sporting events, and crowd control); or
- M. Any Other Matter Handled by Law Enforcement for that Particular Jurisdiction.

## **3. PRIMARY RESPONSIBILITY**

It is agreed and understood that the primary responsibility of the parties to this Agreement is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance from the other agency.

## **4. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE**

- A. Request. A request for assistance shall only be made by the Chief of Police or his/her designee holding the rank of Sergeant or above. This request shall include a description of the situation creating the need for assistance, the specific aid needed, the approximate number of law enforcement officers requested, the location to which law enforcement personnel are to be dispatched, and the officer in charge of such location. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within fifteen (15) days of the request.

- B. Reply. A reply to any request for assistance shall only be made by the Chief of Police, Sheriff, or Director, as applicable] or his/her designee holding the rank of Sergeant or above. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to respond.
- C. Officer in Charge. The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful order and commands of that officer. The responding law enforcement officers shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The responding law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed.
- D. Release. The responding law enforcement officers shall be released by the officer in charge when their services are no longer required or when they are needed to respond to a situation within the geographic boundaries of their own jurisdictions; provided however, the responding law enforcement officers shall use their best efforts to complete the requested service prior to being released.

## **5. PERSONNEL**

Except as otherwise agreed among the parties, each party shall maintain control over its personnel.

## **6. COSTS**

Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder, and shall keep its own personnel and other usual records as to its assigned officers. In the event extraordinary costs are incurred in the course of rendering aid pursuant to this Agreement, the Responding Party may request reimbursement by remitting to the Requesting Party an itemized statement of such expenses.

## **7. RECORDS**

Any and all records of law enforcement activities conducted pursuant to this Agreement shall be the property of and maintained by the agency conducting the activity, including any incident reports, citations, photographs, or other images captured on any photographic or digital media. Nothing contained herein prohibits or precludes any participating agency from making or maintain a copy of any such records referenced above.

## **8. REQUESTS FOR INFORMATION PURSUANT TO THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT**

Upon receipt, each agency participating in this Agreement must respond to requests for information pursuant to the South Carolina Freedom of Information Act.

## **9. COMPENSATION**

This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding officer. Those officers' salaries and benefits shall continue to be paid by the department in which they are permanently employed. Except as otherwise agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

## **10. INSURANCE**

Each party shall maintain such insurance coverage for general liability, workers' compensation, and other such coverage as may be required by law or deemed advisable by individual parties.

## **11. LIABILITY**

Participating agencies shall not be liable or obligated to indemnify any other person or entity for any of its equipment damaged or destroyed, and individual officers shall not be indemnified for any material damage to his/her property, injury to his/her person, or on account of his/her death resulting from the performance under this Agreement.

The party receiving aid under this Agreement shall not be responsible for reimbursing any amounts paid or due as benefits to employees of a responding party under the terms of the South Carolina Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. All parties shall be responsible for payment of compensation and benefits only to their respective employees.

This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party, and no third party shall have any right of action under this Agreement for any cause whatsoever.

To the extent permitted by law, and without waiving sovereign immunity, each party to this Agreement shall be responsible for defending any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel, in providing mutual aid and/or law enforcement services and assistance pursuant to the terms and conditions of this Agreement.

## **12. EMPLOYMENT STATUS**

Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance. Such responding officers shall, in all events retain employee status with the Responding Party. Officers of the Requesting Party shall in all events retain employee status with the Requesting Party.

### **13. MODIFICATION OR AMENDMENT**

This Agreement shall not be modified, amended, or changed in any manner except upon express written consent of the parties to this Agreement.

### **14. RESPONSIBILITY TO RESPECTIVE COVERING BODIES**

Each party to this Agreement is responsible for obtaining approval from its respective governing body to the extent required under South Carolina law.

### **15. SEVERABILITY**

Should any part of this Agreement be found to be unenforceable by any court or other competent authority, then the rest shall remain in full force and effect.

### **16. BINDING SUCCESSORS IN OFFICE**

All parties agree that any and all successors in the interest to their offices will be similarly bound by the terms of this Agreement without necessitating execution of any amendment.

### **17. NO INDEMNIFICATION OR THIRD-PARTY RIGHTS**

To the extent provided by law, the parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its officers. No right of indemnification is created by this Agreement and the parties expressly disclaim such. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any party or entity not a party to this Agreement.

### **18. TERMINATION**

This Agreement shall be terminated at any time upon written notice to the other party to this Agreement.

### **19. TERM AND RENEWAL**

This Agreement is effective as to each party at the date and time of the signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

### **20. USE OF EQUIPMENT AND FACILITIES**

Each party shall be responsible for the maintenance of its own equipment and shall be responsible for the procurement of facilities unless otherwise agreed upon by the parties.

IN WITNESS WHEREOF, these parties have set their hand and seal on the date set forth above.

CITY OF CAYCE POLICE DEPARTMENT

\_\_\_\_\_  
Chris Cowan, Chief of Police  
City of Cayce Police Department

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Tracy Hegler, City Manager  
City of Cayce

\_\_\_\_\_  
Witness

[INSERT APPROPRIATE NAME OF AGENCY AND TITLES OF SIGNATORIES]

\_\_\_\_\_  
POLICE DEPARTMENT

\_\_\_\_\_  
\_\_\_\_\_, Chief of Police  
\_\_\_\_\_  
Police Department

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor/Administrator  
City of \_\_\_\_\_

\_\_\_\_\_  
Witness

[Attachment 2]

1. West Columbia Police Department
2. Columbia Metropolitan Airport Department of Public Safety
3. Lexington County Health Services District
4. Lexington County Police Department
5. Lexington County Sheriff's Department
6. Multi-Jurisdictional Task Force Mutual Aid Agreement to Combat Criminal Narcotics Throughout Lexington County, South Carolina
7. Pine Ridge Police Department
8. Richland County Sheriff's Department
9. South Congaree Police Department
10. Springdale Police Department
11. City of Columbia Police Department
12. Calhoun County Sheriff's Office
13. Kershaw County Sheriff's Office
14. Irmo Police Department
15. Gaston Police Department
16. Chapin Police Department
17. City of Forest Acres

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# Memorandum

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**To:** Mayor and Council  
**From:** Tracy Hegler, City Manager  
**Date:** May 10, 2022  
**Subject:** Replacement of two Police Vehicles

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## **ISSUE**

Council approval is needed for the purchase of two Chevrolet Tahoe's to replace one retired vehicle and one that was determined to be totaled after a collision.

## **BACKGROUND/DISCUSSION**

The Police Department had a 2017 Ford Interceptor SUV, with 54,876 miles (vehicle #68), involved in a collision that the insurance company determined to be totaled. The insurance company already issued a check to the City for \$20,000 and has been deposited in revenues as the sale of City property. The second vehicle, a 2016 Ford Interceptor sedan K9, with 94,921 miles (vehicle #35), has been decommissioned and will be sold at auction this month. Total revenue from this vehicle is expected to be approximately \$6,000.

The total cost to replace the two vehicles is \$73,864.00. Staff requests utilizing funds from the General Fund balance for this unexpected and unbudgeted purchase. The General Fund will be replenished with the revenue recovered from insurance and other property sales, estimated to total \$76,000.00 for this fiscal year.

## **RECOMMENDATION:**

Staff recommends Council approve the purchase of two police package Tahoe's to replace cars 35 and 68 in the amount of \$73,864.00, utilizing General Fund Balance.

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# Memorandum

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**To:** Mayor and Council

**From:** Tracy Hegler, City Manager

**Date:** May 10, 2022

**Subject:** Discussion and Approval Authorizing City Manager to Enter into an Agreement with the River Alliance for the 12,000 Year History Park Visitors Center

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## **Issue**

Council approval is needed for an agreement with the River Alliance to provide project management for the architectural design of the 12,000 Year History Park Visitors Center and to authorize the City Manager to execute the agreement.

## **Discussion**

In November, the City of Cayce was awarded a \$1,000,000 grant from the South Carolina Department of Parks, Recreation and Tourism (PRT). The award will develop the site in preparation for the Visitors Center. The use of the funds will include the permitting, design and engineering work for the site; and the final architectural and engineering drawings for the construction of the center; and the interior design and programming of the Visitors Center.

In December, the City engaged its on-call landscape architect, LandPlan Group South, for appropriate land survey and research, as well as site layout design.

The next phase of the planning process is to prepare the architectural design of the Visitors Center, which will help establish construction cost estimates and make the project shovel-ready for grant and funding considerations. As we have previously contracted with the River Alliance for design work and conceptual renderings of the Visitor's Center, their expertise managing this phase of the project is beneficial. The attached agreement is an extension of the formal relationship between the City and River Alliance to complete the 12,000 History Park Visitors Center and will replace our agreement with them from 1998.

The cost of the design work will not exceed \$94,000.

## **Recommendation**

Staff recommends Council approve the agreement with the River Alliance for the 12,000 Year History Park Visitors Center and authorize the City Manager to execute an agreement, not to exceed \$94,000.

**AGREEMENT**

This Agreement dated April 22, 2022 is a succeeding Agreement to the March 5, 1998 Agreement by and between The River Alliance, a South Carolina Public Benefit Corporation (“Alliance”) and the City of Cayce, South Carolina (“Cayce”).

**Preliminary Statement**

The purpose of this Agreement is to extend the formal relationship between Alliance and Cayce to provide for advice and assistance to Cayce to complete the 12,000 Year History Park Visitors Center, a component of the River Alliance 1996 Plan for the Rivers. The parties intend to complete the 12,000 Year Visitors Center in accordance with the desires of Cayce and Alliance as expressed in the preliminary design for the Center and the 12,000 Year History Park. The parties acknowledge that successfully completing the Center will accomplish a major public space enhancement benefiting the citizens of Cayce, and the citizens of the state.

Now therefore, in consideration of the mutual covenants contained herein, the parties agree as following:

Alliance will assist Cayce with project management and administration of the design of the Center and the completion of construction and bid documents. In connection with the same the parties, agree as follows:

**A. Cayce:**

- (1) Cayce will work with the Alliance to establish a project budget for the 12,000 Year History Park Visitors Center (The Center).
- (2) Cayce will designate a representative of Cayce to act as the point of contact for the Alliance.
- (3) Cayce will make a reasonable effort to secure permanent funding to complete construction of the Center.
- (4) Cayce will, in writing, authorize Alliance to commence final design and construction and bid documents. Such authorization will constitute a commitment by Cayce to provide the necessary funding thereto.

**B. Alliance:**

- (1) Alliance will act as project manager for the design and permitting of the Center. As Project Manager, Alliance will as a minimum:
  - a) Identify key requirements of design and define the professional services needed.
  - b) Develop an overall project management system to include required decision points for Cayce approval.
  - c) Alliance will coordinate with current landscape and permitting consultants and coordinate their efforts in the design Phase.

- d) Alliance will define the scope of work for each design requirement and select the necessary design firm or firms.
  - e) Alliance will supervise progress at design decisions and schedule in-progress reviews as required.
  - f) Alliance will certify payments for design services.
- (2) Alliance will bill Cayce for reimbursement of costs, previously approved by Cayce, for third party providers whose assistance has been procured by Alliance in connection with performance of Alliance's duties hereunder, when the costs are incurred.
- (3) All succeeding Agreements will follow the terms of this Agreement.

**FOR ALLIANCE**

Signature:

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Name and Title: Michael T. Dawson, CEO \_\_\_\_\_

\_\_\_\_\_

Date

**FOR CITY OF CAYCE**

Signature:

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Name and Title \_\_\_\_\_

\_\_\_\_\_

Date