

Mayor
Elise Partin

Mayor Pro-Tem
James E. Jenkins

Council Members
Phil Carter
Tim James
Hunter Sox

City Manager
Tracy Hegler

Assistant City Manager
Jim Crosland



**City of Cayce
Regular Council Meeting
Wednesday, February 16, 2022, at 6:00 p.m.
Cayce City Council is currently meeting virtually via Zoom.
Please use one of the following methods to attend the Council Meeting:**

Virtual Attendance, click
<https://us02web.zoom.us/j/81880551117?pwd=a0VCMzNEVnlSdM3Zod0VleVJBQT09>

**or
Telephone: 1-929-205-6099
Meeting ID: 818 8055 1117
Passcode: 817755
caycesc.gov**

I. Call to Order

A. Invocation and Pledge of Allegiance

II. Public Comment Regarding Items on the Agenda

Special Note: Anyone wishing to speak to Council about an item not on the agenda will need to call the City Clerk at 803-550-9557 by 12:00 p.m. the Friday prior to the Council Meeting. Anyone wishing to speak on an item on the Agenda may use the raise hand option via Zoom before the meeting starts.

III. Presentations

A. Presentation by Dr. Colette Townsend-Chambers re assessment and concerns of implicit and racial bias in Cayce and how to move towards healing the community

IV. Ordinances and Resolutions

A. Discussion and Approval of Ordinance 2022-01 Amending the Business License Tax Class Schedule in Appendix B of the 2022 City Business License Ordinance - Second Reading

B. Discussion and Approval of Ordinance 2022-02 Amending Section 2-144 of the City Code So As to Clarify and Approve the City Manager's Authority to Appoint Deputy and Assistant City Managers – First Reading

C. 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 – First Reading

D. Discussion and Approval of Ordinance 2022-04 to Rezone 1400 Lucas Street also Known as 2220 Vine Street from C-4 Highway Commercial to RS-3 Single Family Residential – First Reading

- E. Consideration and Approval of Resolution Supporting the City's Safety Policy Statement
 - F. Consideration and Approval of a Resolution Approving Memorandum of Understanding for Law Enforcement Services with the Beaufort Police Department
- V. Items for Discussion and Possible Approval**
- A. Discussion and Approval of School Resource Officer Agreement and Memorandum of Understanding
- VI. Committee Matters**
- A. Appointments
Beautification Foundation – One (1) Position
- VII. City Manager's Report**
- VIII. Council Comments**
- IX. Executive Session**
- A. Receipt of legal advice relating to claims and potential claims by and against the City and other matters covered by the attorney-client privilege
 - B. Discussion of possible contractual arrangements concerning sewer rates
- X. Reconvene**
- XI. Possible Actions by Council in follow up to Executive Session**
- XII. Adjourn**

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

Memorandum

To: Mayor and Council

From: Tracy Hegler, City Manager

Date: 2/11/2022

Subject: Second Reading of an Ordinance Amending the Business License Tax Class Schedule in Appendix B of the 2022 City Business License Ordinance

Issue

November 2021, Council adopted the new Business License Ordinance which did not include the Special Events Promoters, Electric power generation, transmission and distribution, and Natural gas distribution.

Discussion

At its meeting on November 9, 2021 Council gave second reading approval to a new Business License Ordinance to be in accordance with the Business License Standardization Act (2020 Act No. 176).

The ordinance, which went into effect on January 1, 2022, includes Appendix B, a business license class schedule. Staff inadvertently did not include the following industry sectors in Appendix B:

- Utilities, including electric power generation and natural gas distribution and
- Special event promoters with or without facilities.

Recommendation

Staff recommends Council give second reading approval to Ordinance 2022-01, amending Appendix B to be included in the Ordinance.

STATE OF SOUTH CAROLINA	)	ORDINANCE 2022-01
	)	Amending the Business License Tax
COUNTY OF LEXINGTON	)	Class Schedule in Appendix B of the
	)	2022 City Business License
CITY OF CAYCE	)	Ordinance

WHEREAS, the City Council, on November 9, 2021, adopted Ordinance 2021-23 enacting the 2022 Business License Ordinance, that, among other things, provides for an annual license tax for the privilege of doing business within the City that is based on certain specified rate classifications and rate schedules; and

WHEREAS, Appendix B ("Business License Class Schedule by NAICS Code") to the Business License Ordinance establishes a schedule of classifications for the annual license tax, which primarily are based on Internal Revenue Service statistical data as to profitability of businesses nationally using the North American Industry Classification System (NAICS) Codes for businesses (the "Class Schedule"); and

WHEREAS, the Council now desires to amend the Class Schedule previously adopted to include NAICS Codes and rate classes for Industry sectors and subsectors previously adopted by Ordinance 2020-02 on March 3, 2020, and to include an Industry sector added by the text of Ordinance 2021-23, all of which were omitted inadvertently from Appendix B for Ordinance 2021-23; and

WHEREAS, except as amended herein, the 2022 Business License Ordinance will remain in full force and effect,

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

The City of Cayce 2022 Business License Ordinance is hereby amended to add in Appendix B thereof the following additional entries for NAICS Code, Industry Sector, and Rate Class, as also shown on the attached revised Appendix B which is adopted by this reference:

<u>NAICS Code</u>	<u>Industry Sector</u>	<u>Class</u>
22	Utilities (except as to gross income on which a franchise fee is paid to the City)	1
2211	Electric Power Generation, Transmission and Distribution (except as to gross income on which a franchise fee is paid to the City)	1
2212	Natural Gas Distribution (except as to gross income on which a franchise fee is paid to the City)	1
711310	Special events promoter with facilities	9.91-9.94
711320	Special events promoter without facilities	9.91-9.94

This Ordinance shall become effective following second and final reading, beginning with the business license period commencing on May 1, 2022.

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

APPENDIX B
BUSINESS LICENSE CLASS SCHEDULE BY NAICS CODE

NAICS Sector/Subsector	Industry Sector	Class
11	Agriculture, forestry, hunting and fishing	2.00
21	Mining	4.00
2211	Electric power generation, transmission and distribution - except as to gross income on which a franchise fee is paid to the City	1.00
2212	Natural gas distribution - except as to gross income on which a franchise fee is paid to the City	1.00
22	Utilities - except as to gross income on which a franchise fee is paid to the City	1.00
23	Construction	8.10
31-33	Manufacturing	2.00
42	Wholesale trade	1.00
423930	Recyclable Material Merchant Wholesalers (Junk)	9.10
44-45	Retail trade	1.00
4411	Automobile Dealers	9.30
4412	Other Motor Vehicle Dealers	9.30
454390	Other Direct Selling Establishments (Peddlers)	9.41 & 9.42
48-49	Transportation and warehousing	2.00
482	Rail Transportation	8.20
51	Information	4.00
517311	Wired Telecommunications Carriers	8.30
517312	Wireless Telecommunications Carriers (except Satellite)	8.30
52	Finance and insurance	7.00
522298	Pawnshops	9.20
5241	Insurance Carriers	8.40
5242	Insurance Brokers for non-admitted Insurance Carriers	8.40
53	Real estate and rental and leasing	7.00
54	Professional, scientific, and technical services	5.00
55	Management of companies	7.00
56	Administrative and support and waste management and remediation services	4.00
61	Educational services	4.00
62	Health care and social assistance	4.00
711310	Special events promoter with facilities	9.91 - 9.94
711320	Special events promoter without facilities	9.91 - 9.94
71	Arts, entertainment, and recreation	3.00
713120	Amusement Parks and Arcades (per machine)	8.51
713120	Amusement Parks and Arcades (on gross)	9.60
713290	Nonpayout Amusement Machines (per machine)	8.52
713290	Nonpayout Amusement Machines (on gross)	9.60
713290	Bingo Halls	9.50
713990	All Other Amusement and Recreational Industries (pool tables)	8.60
721	Accommodation	3.00
722	Food services and drinking places	1.00
722410	Drinking Places (Alcoholic Beverages)	9.70
81	Other services	5.00

Note: Class Schedule is based on 2017 IRS data.

This appendix will be updated every odd year based on the latest available IRS statistics.

The Business License Class Schedule may be accessed at: www.caycesc.gov/business

STATE OF SOUTH CAROLINA	)	ORDINANCE 2022-02
)	
COUNTY OF LEXINGTON	)	AN ORDINANCE TO AMEND SECTION 2-144 OF
	)	THE CITY CODE SO AS TO CLARIFY AND
CITY OF CAYCE	)	APPROVE THE CITY MANAGER'S AUTHORITY
	)	TO APPOINT DEPUTY AND ASSISTANT CITY
	)	MANAGERS

WHEREAS, the City Manager is granted broad authority under both the State Code and the City Code to function as the chief executive and administrative officer of the City; and

WHEREAS, the Council believes it to be in the public interest and in the interest of effective and efficient operation of the City government to facilitate the efforts of the City Manager to implement measures to improve the administrative operation of the City government; and

WHEREAS, the Council desires to clarify and approve, to the extent it may be necessary, the authority of the City Manager to appoint and remove and fix the salaries of persons to serve as Deputy City Managers or Assistant City Managers,

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

Subsection (1) of Section 2-144 ("Powers and duties") of Division 2 ("City Manager") in Article III ("Officers and Employees") of Chapter 2 ("Administration") of the City Code is hereby amended to read as follows:

(1) Appointment, suspension or removal of city officers and employees. Appoint and, when necessary for the good of the city, remove any appointive officer or employee of the city, and fix the salaries of such officers and employees, except as otherwise provided by law. As used in this section, "any appointive officer and employee of the city" shall include, but not be limited to, the positions of Deputy City Manager and Assistant City Manager. The City Manager may authorize a Deputy City Manager to appoint and remove any appointive officer or employee of the city, or may authorize the head of a department or office to appoint and remove subordinates in such department or office.

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

Memorandum

To: Mayor and Council

From: Tracy Hegler, City Manager

Date: February 16, 2022

Subject: First reading of an Ordinance 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

Issue

Adoption of an Ordinance that amends current Code provisions and sets a "default" consent fee or franchise fee for utilities that use public streets and public places within the City for lines, structures and facilities but do not have a valid consent agreement or franchise agreement with the City.

Discussion

The State Constitution (in Article VIII, section 15) recognizes the right of municipalities to consent to the use by utilities of public streets or public property for lines, mains, and facilities. The "general powers" State statute for municipalities (S.C. Code section 5-7-30) expressly confers upon municipalities the power, among other powers, to "grant franchises for the use of public streets and make charges for them". This Constitutional right and this State statutory power are recognized in our City Code in current sections 12-52 and 12-53, as well as in section 17 of the 2022 Business License Ordinance that is to become effective on May 1, 2022. (Copies of these Code sections, as now worded, are reproduced on page 2.)

Traditionally, the amounts of consent fees or franchise fees to be paid by utilities for the use of public streets and public places for their lines and facilities are established by the terms of mutually agreed upon consent agreements or franchise agreements between utilities and the City (or, as with telecommunication companies and cable providers, are set by State law). However, after several years of negotiations, the City and the electric and natural gas utility providers within the City (SCE&G/Dominion and Mid-Carolina Electric Cooperative) have been unable to agree on the terms of new franchise agreements, and the expiration dates for their current franchise agreements are approaching. Consequently, the City needs to establish the fees by general ordinance in the event the current franchise agreements terminate. The proposed Ordinance sets those "default" fees for electric energy, natural gas, and for the "communication lines and facilities" for unspecified purposes described in the latest franchise agreements presented for negotiation by those utilities. The proposed Ordinance intends to exclude telecommunications and cable television which are subject to franchise fees addressed by other provisions of State law.

Recommendation

Staff and the City Attorney recommend Council give first reading approval to this proposed Ordinance.

COPIES OF CITY CODE SECTIONS

Current City Code sections effective until May 1, 2022

Sec. 12-52. - Permission to use streets required.

It shall be unlawful for any person to construct, install, maintain or operate in, on, above or under any street or public place under control of the Municipality any line, pipe, cable, pole, structure or facility for utilities, communications, cablevision or other purposes without a consent agreement or franchise agreement issued by the Council by ordinance that prescribes the term, fees and conditions for use.

Sec. 12-53. - Consent, franchise or business license fee required.

The annual fee for use of streets or public places authorized by a consent agreement or franchise agreement shall be set by the ordinance approving the agreement and shall be consistent with limits set by State law. Existing franchise agreements shall continue in effect until expiration dates in the agreements. Franchise and consent fees shall not be in lieu of or be credited against business license fees unless specifically provided by the franchise or consent agreement.

Business License Ordinance section effective May 1, 2022 (City Code section numbers to be provided by Municode when published)

Section 17. Consent, franchise, or license required for use of streets.

A. It shall be unlawful for any person to construct, install, maintain, or operate in, on, above, or under any street or public place under control of the Municipality any line, pipe, cable, pole, structure, or facility for utilities, communications, cablevision, or any purposes without a consent agreement or franchise agreement issued by the Council by ordinance that prescribes the term, fees, and conditions for use.

B. The annual fee for use of the streets or public places authorized by a consent agreement or franchise agreement shall be set by the ordinance approving the agreement and shall be consistent with limits set by state law. Existing franchise agreements shall continue in effect until expiration dates in the agreements. Franchise and consent fees shall not be in lieu of or credited against business license taxes unless specifically provided by the franchise or consent agreement.

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 III, Sections 14 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

Memorandum

To: Mayor and Council

From: Tracy Hegler, City Manager
Monique Ocean, Zoning Technician

Date: February 10, 2022

Subject: First Reading of an Ordinance to re-zone 1400 Lucas Street also known as 2220 Vine Street from C-4 Highway Commercial to RS-3 Single Family Residential

ISSUE

Adoption of an ordinance to re-zone 1400 Lucas Street also known as 2220 Vine Street from C-4 Highway Commercial to RS-3 Single Family Residential to allow use of a single-family residential structure located on the property.

BACKGROUND/DISCUSSION

The subject property is located at the corner of Vine Street and Lucas Street. The owner is requesting to re-zone the property from C-4 Highway Commercial to RS-3 Single Family Residential to allow use of a single-family residential structure which is located on the property. The subject property is located adjacent to other C-4 properties and RS-3 Single Family Residential properties.

Currently, a vacant residential structure is located on the property. The existing structure may not be used as a residential building because it has been vacant for more than six months, therefore losing its non-conformity status. Single-family residential is not a by-right permitted use in the C-4 zoning district.

C-4 is intended to accommodate commercial development catering to the needs of the traveling public, and highway dependent commercial and business uses.

The future land use map designation of the property is CBR Commercial Business/Retail. The objective of CBR is to concentrate business and retail establishments for cumulative draw in areas central and accessible to the community at large.

The RS-3 zoning district is not listed as a compatible or alternative zoning district in Future Land Compliance Index (Table 9.3 Future Land Compliance Index).

The recently adopted Comprehensive Plan states that a request for rezoning into a district that is not listed in the index will require careful scrutiny. If a request is approved for a zoning not listed in the compatible or alternative zoning district columns, revisions may be required to the FLUM.

The Planning Commission met on January 24, 2022, to hear public comment. One person was present to speak in favor of the re-zoning request.

The Planning Commission voted unanimously to recommend the re-zoning request, pending necessary changes to the Future Land Use Map, to Council for approval.

RECOMMENDATION

The Planning Commission unanimously recommends Council approve First Reading of an Ordinance to re-zone the property located at 1400 Lucas Street, also known as 2220 Vine Street, from C-4 Highway Commercial to RS-3 Single Family Residential, pending necessary changes to the Future Land Use Map.

STATE OF SOUTH CAROLINA	)	ORDINANCE 2022-04
	)	Amending the Zoning Map and Rezoning
COUNTY OF LEXINGTON	)	Property Located at 1400 Lucas Street,
	)	also known as 2220 Vine Street (Tax Map
CITY OF CAYCE	)	Number 005725-01-010) from C-4 to RS-3

WHEREAS, the Owner/Applicant requested that the City of Cayce amend the Zoning Map to re-designate the property comprising and shown at 1400 Lucas Street, also known as 2220 Vine Street (Tax Map Number 005725-01-010), now zoned C-4 Highway Commercial to RS-3 Single Family Residential, and

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

WHEREAS, the Planning Commission met on January 24, 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, pending necessary revisions to the Future Land Use Map,

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 Residential:

Tax Map Number 005725-01-010
1400 Lucas Street
AKA
2220 Vine Street

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:

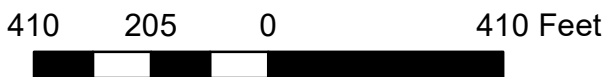
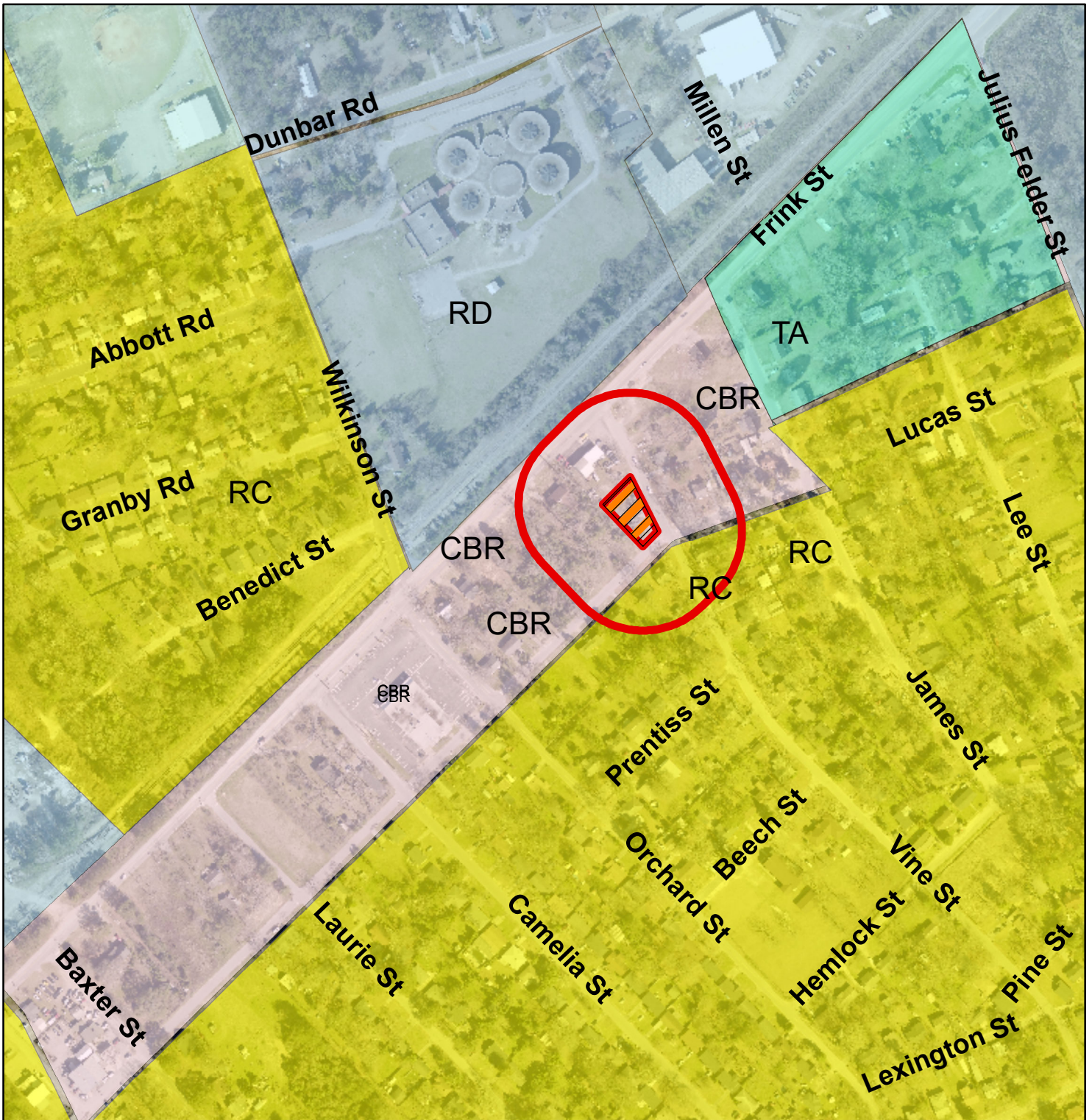
Mendy Corder, CMC, Municipal Clerk

First Reading: _____

Second Reading and Adoption: _____

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

Re-Zoning Request MA001-22
1400 Lucas Street
Land Use Map



Re-Zoning Request MA001-22

1400 Lucas Street

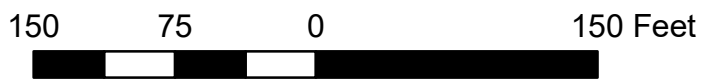
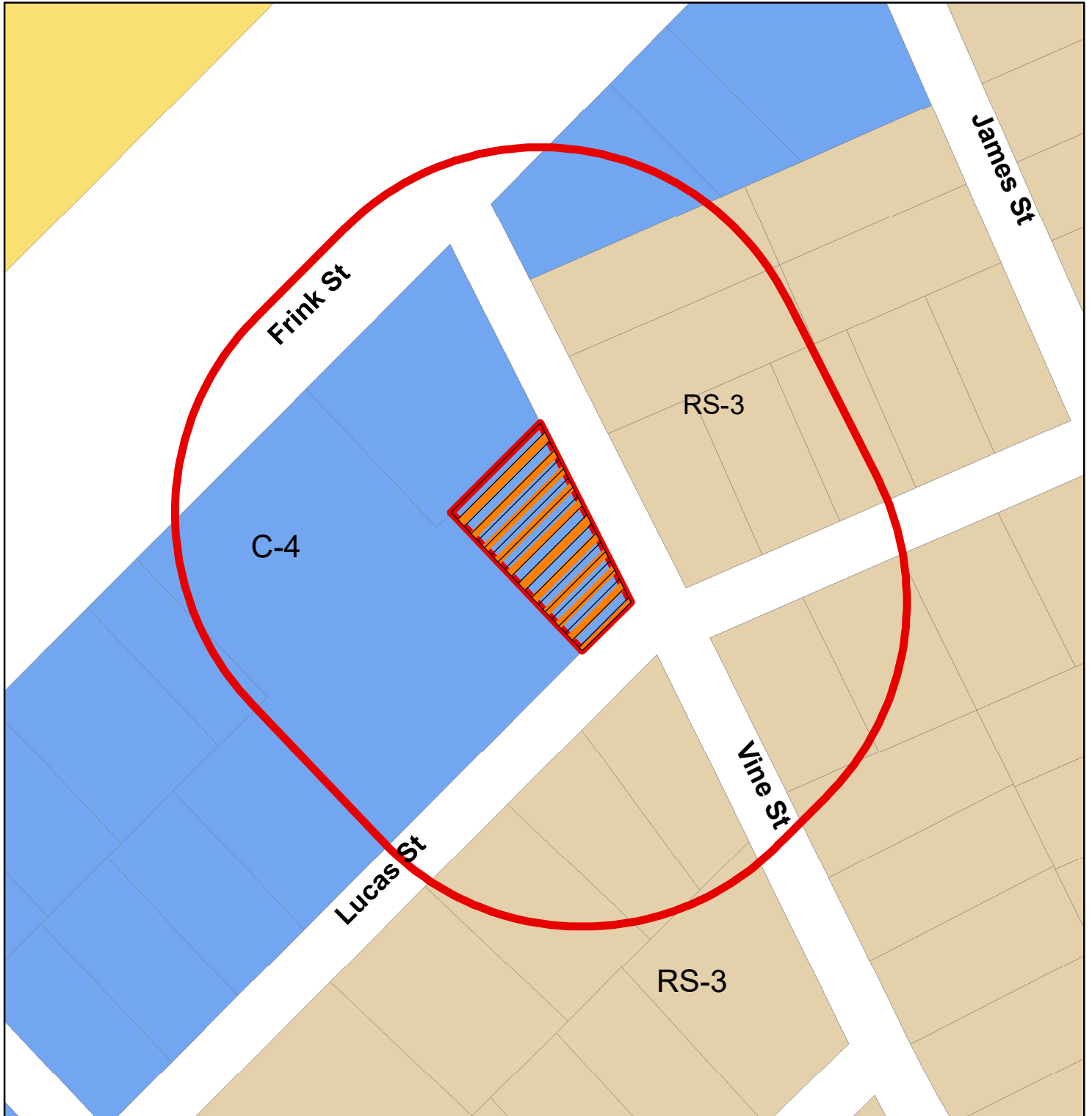
Current Zoning

Legend

TMS

 C-4 Rezoning Request

 200 ft buffer



**RESOLUTION
CITY SAFETY POLICY STATEMENT**

WHEREAS, the Mayor and City Council recognize that the prevention of accidental losses affecting employees, property, and the public will enhance the operating efficiency of City government; and

WHEREAS, a pro-active loss control posture requires that sound loss prevention measures are of primary consideration and take precedence over expediency in all operations.

NOW, THEREFORE, BE IT RESOLVED that the City will endeavor to provide a work environment free of recognized hazards through the establishment and implementation of loss control policies and procedures, and their subsequent amendments and additions, designed to provide protection to City employees, public and private property, and members of the public.

BE IT FURTHER RESOLVED that the City will support compliance with all Federal and State safety regulations; provide and require the use of personal protective equipment by all employees; and insure that all employees are advised of and understand their loss control responsibilities in the performance of their work.

SIGNED, SEALED AND ADOPTED BY City Council this 16th day of February 2022.

Elise Partin, Mayor

Hunter Sox, Council Member

James Skip Jenkins,
Mayor – Pro Tem

Phil Carter, Council Member

Timothy M. James, Council Member

ATTEST:

Mendy C. Corder, Municipal Clerk

Memorandum

To: Mayor and Council

From: Tracy Hegler, City Manager
Chris Cowan, Chief of Police

Date: February 16, 2022

Subject: Resolution approving a Memorandum of Understanding for Law Enforcement Services with the Beaufort Police Department

Issue

Consideration of a Resolution approving a Memorandum of Understanding for Law Enforcement Services with the Beaufort Police Department.

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. These agreements allow for sharing resources, information, evidence and apprehension capabilities

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

Recommendation

Staff recommends Council approve a Resolution approving a Memorandum of Understanding for Law Enforcement Services with the Beaufort Police Department and authorize the City Manager and Chief of Police to sign the agreement on behalf of the City.

STATE OF SOUTH CAROLINA	)	RESOLUTION
	)	Approving Memorandum of
COUNTY OF LEXINGTON	)	Understanding for Law Enforcement
	)	Services with City of Beaufort
CITY OF CAYCE	)	Police Department

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 Department of Public Safety entering into a Memorandum of Understanding for law enforcement services, as attached, with the City of Beaufort Police Department. The Mayor and the Chief of Police are authorized to sign the Memorandum of Understanding on behalf of the City.

ADOPTED this _____ day of February 2022.

Elise Partin, Mayor

ATTEST:

Mendy Corder, CMC, Municipal Clerk

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

STATE OF SOUTH CAROLINA)
)
) LAW ENFORCEMENT
) ASSISTANCE AND SUPPORT AGREEMENT
 CITY OF BEAUFORT

This agreement is made and entered into this _____ day of _____, 2022, by and between the **CITY of CAYCE POLICE DEPARTMENT, 2 LAVERN JUMPER RD., CAYCE, SC 29033** and the **BEAUFORT POLICE DEPARTMENT, 1901 BOUNDARY STREET, STE. 102, BEAUFORT, SC 29902.**

WHEREAS, as amended on June 3, 2016, South Carolina Code Ann. Section 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;

WHEREAS, the **CITY of CAYCE POLICE DEPARTMENT** desires to enter into such an agreement with the **BEAUFORT POLICE DEPARTMENT** for the purposes of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, special events, emergency situations, and any other law enforcement activities;

WHEREAS, the purpose of this Agreement is to define the scope 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 replying agency’s officers to 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 follows:

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 his resident jurisdiction for the purpose of investigation, arrest, or any other activity related to the criminal activity for which the agreement is drawn. This Agreement is in no way intended to effect 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

The responding law enforcement officers may be requested in response to any public safety function across jurisdictional lines, such as 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; or
- L. 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 CITY of CAYCE POLICE DEPARTMENT**, or his/her designee, or **the CHIEF of BEAUFORT POLICE DEPARTMENT**, or his/her designee. 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.
- B. Reply. A reply to any request for assistance shall only be made by **the CHIEF of CITY of CAYCE POLICE DEPARTMENT**, or his/her

designee, or **the CHIEF of BEAUFORT POLICE DEPARTMENT**, or his/her designee. 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 orders and commands of that officer. The responding law enforcement officer 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 jurisdiction; provided however, the responding law enforcement officers shall use their best efforts to complete the requested service prior to being released.

5. PERSONNEL, COSTS AND RECORDS

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

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 maintaining a copy of any such records referenced above.

6. 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.

7. COMPENSATION

This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding officer. Except as otherwise agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

8. 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.

9. 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.

10. 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.

11. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

12. 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.

13. BINDING SUCCESSORS IN OFFICE

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

14. 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 rights or obligations in favor of any party or entity not a party to this agreement.

15. TERMINATION

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

16. TERM AND RENEWAL

This Agreement is effective as to each party at the date and time of 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.

17. 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 hands and seals at the date set forth above.

BEAUFORT POLICE DEPARTMENT

WITNESSES

DALE McDORMAN, CHIEF
BEAUFORT POLICE DEPARTMENT

Witness

WILLIAM A. PROKOP, CITY MANAGER
CITY OF BEAUFORT

CITY of CAYCE POLICE DEPARTMENT

WITNESSES

CHRIS COWAN, CHIEF
CITY of CAYCE POLICE DEPARTMENT

Witness

TRACY HEGLER, CITY MANAGER
CITY OF CAYCE

Witness

Memorandum

To: Mayor and Council

From: Tracy Hegler, City Manager
Chris Cowan, Chief of Police

Date: February 16, 2022

Subject: Discussion and Approval of School Resource Office Agreement and Memorandum of Understanding with Lexington School District Two

Issue

Approval to create two (2) new full time School Resource Officer (SRO) positions to provide law enforcement services in the Lexington School District Schools located in the City of Cayce.

Discussion

Currently, the Cayce Police Department has nine (9) School Resource Officers assigned to each school located within the City limits and School District Two. The Cayce Police Department and School District Two have been awarded a state grant for two additional officers at 100% funding for salary, vehicles, equipment, and training. The additional officers will be assigned to Airport High School and a floating Supervisor to allow for full coverage. This will give both high schools two fulltime SRO's and an SRO in every school, along with the Supervisor.

In the event that the State withdraws the grant funding, School District Two will provide 100% funding for thirty-six months then the usual agreement of 75% district 25% City funding will occur.

Recommendation

Staff recommends Council approval to add two (2) new School Resource Officer positions within the Cayce Police Department and authorize the City Manager to sign the related agreement with Lexington School District Two.

**SCHOOL RESOURCE OFFICER
AGREEMENT AND MEMORANDUM
OF UNDERSTANDING**

This Agreement and Memorandum of Understanding is made by and between:

**THE CITY OF CAYCE
1800 12th Street
Cayce, South Carolina 29033**

Including its

**Cayce Police Department
2 Lavern Jumper Road
Cayce, South Carolina 29033**

and

**LEXINGTON COUNTY SCHOOL DISTRICT TWO
715 Ninth Street
West Columbia, South Carolina 29169**

THIS AGREEMENT and MEMORANDUM OF UNDERSTANDING for law enforcement services is entered into by and between The City of Cayce and its Cayce Police Department (hereinafter "City") and Lexington County School District Two, (hereinafter "District"), all subject to the following terms and conditions:

1. The City through its Police Department will provide on-site law enforcement services to the District as specified herein. Services by the City will be provided by Officer(s) specially trained to be School Resource Officer(s) (hereafter referred to as "SRO(s)"). The SRO(s) will be assigned to the District for eight and one-half hours per day, including a meal break, for all school days in the 2022-2023 school term, as well as for any scheduled Summer School session. The SRO(s) will work during hours agreed upon by the City and the District on the agreed campuses:

Two (2) Grant Positions

For the consideration set forth herein, to be paid by the District to the City, the SRO will provide general law enforcement services for their assigned school. The SRO will perform duties as the City shall assign for other times of the year, when their school is not in session, and s/he will be under no obligation to the District for other than the assigned school days. The SRO may

utilize the equipment furnished under this Agreement for such other duties as may be directed by the City. First and foremost, the SRO will perform law enforcement duties in the school such as handling assaults, thefts, burglary, bomb threats, weapons, and drug related incidents.

The SRO is not a school disciplinarian and will not be utilized as such. See S.C. Regulation 43-210. The SRO will provide a visible and positive image; arriving at school on time every morning and remaining on the school premises until school is recessed for the day. If there should be times when the SRO must be elsewhere than on the school property, such absence shall be pre-approved by his/her SRO Supervisor, unless in an emergency situation. It is also the responsibility of the SRO to notify the school Principal of his pending absence. In the event that the SRO is absent from the school, the City will assign another SRO to assume their duties until he/she returns. In the event that no other SRO is available, the City will assign an Officer to assume such duties on a temporary basis, Furthermore, the SRO shall at all times, when on duty or off duty, strive to protect the school environment and help to maintain an atmosphere therein where teachers feel safe to teach and students can feel safe to learn.

2. Funding for Salaries and Benefits, Equipment and Supplies: The District will provide funding for one-hundred percent (100%) of salary and benefits for the SRO(s) from the beginning date of the Agreement until the termination as set out in Paragraph 7. The salary paid for the term of this Agreement will be based on an annual salary not more than Sixty-Three Thousand Three Hundred Fifty-Four Dollars and 47/100 (\$63,354.47) nor less than Forty-Two Thousand Two Hundred Thirty-Six Dollars and 31/100 (\$42,236.31) for each SRO.

In the event it should become necessary for the City to pay overtime compensation to the SRO(s) to provide services contemplated under this Agreement and mandated by Federal Wage and Hour guidelines, the parties agree the responsibility for funding such compensation to be as follows:

- If the overtime is the result of a law enforcement emergency, the City will be responsible for covering overtime costs;
- If the overtime is required for school-sponsored activities such as ball games, dances, or similar activities, the District shall contract directly with the SRO Division supervisor within the guidelines of Departmental Policy and shall be responsible for covering any compensation due to the City. The assigned SRO is the designated point of contact for all off duty employment requests made by each school.
- The District has no authority to authorize overtime to be paid by the City.

The benefits paid on behalf of the City to the SRO(s) will include the employer's portion under the Federal Insurance Contributions Act (FICA), employer's portion of the Police Retirement System, health insurance, life insurance, General Tort Insurance and Workers Compensation Insurance.

The District will provide funding for seventy-five percent (75%) of the equipment and operating supplies for the SRO(s). This includes but is not limited to: vehicle meeting the standards of the City; lights and siren for the vehicle; vehicle markings; portable radio; firearms; ETM; protective cages; mounting device; vehicle insurance; gas/oil/fuel/vehicle maintenance costs; uniforms/clothing; police supplies; laptops, cell phones, and training requirements. It is expressly understood, however, that upon the sale of any vehicle purchased for the use of the SRO under the terms of this paragraph, any net proceeds derived therefrom shall be divided between the parties on the same 75/25% ratio as utilized when the vehicle was first purchased. The parties further agree that all equipment and supplies may be utilized by Officers for duties outside the scope of this Agreement, if so directed by the City.

It is agreed and understood that a marked vehicle may not be accessible to the SRO(s) upon the onset of this Agreement. A marked vehicle will, however, be provided to the SRO(s) at such time as a vehicle meeting the above specifications is available.

3. Equipment and Ownership: Uniforms/clothing/equipment purchased for the SRO(s) on a 75/25% split as in Paragraph 2 will be utilized for the particular SRO during the duration of this Agreement but will become the property of the City upon purchase and the District will have no rights to the uniforms/clothing/equipment upon termination of this Agreement.

4. SRO Office and Furniture: The District shall provide suitable office space and furniture for the SRO(s) and, at a minimum, access to a location where confidential matters may be discussed.

5. Selection of SRO Officers: The City will select the particular SRO(s) to fill positions based on the terms of this Agreement and will provide specialized training required for SRO Certification. The District and the Principal, or their respective designee, may participate in the selection of the SRO to be assigned. A good faith effort will be made to ensure compatibility between the school and the SRO. However, the City will be solely responsible for the selection and assignment of the SRO(s). The City understands the benefit of continuity in the school setting and will endeavor to keep the same SRO(s) assigned to the District under this Agreement unless the City determines, in its sole discretion, that a change in assignments should be made. The City also understands that conflicts arise and if the District notifies the City at any time during the term of this Agreement that a conflict with any SRO(s) assigned under this Agreement has arisen, the City will confer with the District to determine whether the conflict can be resolved. In the event that the conflict cannot be resolved to the satisfaction of the District and the City by the same SRO(s) remaining at their assigned school(s), the City will assign another qualified and certified SRO(s) for the remainder of the term of this Agreement, noting that due to South Carolina Criminal Justice Academy restrictions on providing SRO training, Cayce Police Department has up to nine (9) months to certify the new SRO. It is agreed that an SRO who has completed certification requirements approved by the South Carolina Criminal Justice Academy will be assigned. If the assigned Officer is away from work for any reason for three (3) consecutive school days, the City will temporarily assign another Officer to the position. The replacement Officer may not have received specialized SRO training.

6. Drug Seizures, Forfeitures, and Criminal Charge Disposition: The Cayce Police Department , Solicitor's Office, or other eligible law enforcement agencies shall receive any cash or proceeds from cash or property seized and forfeited pursuant to Title 44, Chapter 53 of the South Carolina Code of Laws, (1976, as amended). All arrests made or citations given while on District property will be disposed of as provided by law through the Courts having jurisdiction over Cayce Police Department charges and the Defendant.

7. Term: This Agreement will become effective upon provision of services / signing and will terminate on June 30, 2023. It is agreed that officer services will be provided through the last day of the 2022-2023 school year; however, the Agreement will remain effective as previously stated for billing and payment purposes. The City will bill the District quarterly. The quarterly bill amount will be based on a proration of the annual cost for the District. Reconciliation will be completed at the end of the fourth quarter and an invoice or check, whichever is appropriate, will be sent to the District. This will ensure that the District is not billed more than the actual expenses. The invoices should be received by the School District during the first month of the quarter. Payment is due upon receipt of invoice. Either party may terminate the Agreement before the termination date listed above for non-performance of any conditions of the Agreement and upon thirty days written notice to the other party. In the event of such a termination, both parties shall be released from any monetary obligations beyond those obligations incurred as of the time of the termination of services.

8. Performance Evaluation of Services: The City and District agree to establish a system to evaluate the performance of services contemplated under this Agreement. This is to be accomplished by an annual review of services performed by the School Resource Supervisor and the Principal or his/her designee, of each school to which an SRO is assigned pursuant to this Agreement, in conjunction with the District's Supervisor of Student Services. The results of the review shall be reduced to writing, signed by the School Resource Supervisor and the School's representative. A completed copy shall be retained by each party. Any concerns or deficiencies noted shall be addressed in follow-up memorandum. This process is in no way intended to limit the City or the school officials from discussing service delivery at any time during the contractual period.

9. Cooperation between SRO(s) and Assigned Schools: Each SRO assigned under this Agreement shall abide by District policies, rules and regulations, as applicable to an SRO, during the period of the time they are working on behalf of the School/District, provided such policies, rules and regulations do not conflict with City policies or conflict with the City's (or the SRO's) duties and responsibilities under the law. Each SRO shall endeavor to work cooperatively with School/District Administration. The City shall retain sole authority to assign specific duties for the SRO; however, the Principal of each site to which the SRO is assigned may make requests to the City concerning such assigned duties, which requests, if appropriate in the sole discretion of the City, may be granted by the City.

10. Severability: This Agreement contains all matters considered by the parties. There have been no oral agreements made and this document shall reflect the entire agreement. The parties may amend this Agreement at any time by executing a signed written Addendum.

11. The District agrees that the two (2) new grant positions are being funded through State Allocations. By signing this agreement, the District stipulates that if the State Allocations end at any time, the District will cover one hundred percent (100%) of the future costs for thirty-six (36) months with a 75/25% sharing thereafter.

IN WITNESS WHEREOF, the parties, with the approval of their governing bodies and by and through their undersigned duly authorized representatives, execute this Agreement as follows:

Tracy Hegler, City Manager
City of Cayce

Witness as to City

Dated: _____

Witness as to City

Chris S. Cowan, Chief of Police
Cayce Police Department

Witness as to Cayce Chief of Police

Dated: _____

Witness as to Cayce Chief of Police

Dr. Nicolas Wade, Superintendent
Lexington County School District Two

Witness as to District

Dated: _____

Witness as to District

COUNCIL ACTION REQUIRED

BEAUTIFICATION FOUNDATION – ONE (1) POSITION

The City has received potential member applications from Ms. Ann Bailey-Robinson and Ms. Barbara Lawson (in order of receipt). Their applications are attached for Council's review.

NO COUNCIL ACTION REQUIRED

The following positions remain open until receipt of potential member applications.

MUNICIPAL ELECTION COMMISSION – ONE (1) POSITION

This Commission observes the voting process that is handled by Lexington County. There are no recommendations at this time.

PUBLIC SAFETY FOUNDATION – TWO (2) POSITIONS

This Foundation is a 501(c) (3) organization that raises funds to provide the members of Cayce Public Safety with equipment and resources to make their jobs and the community safer. There are no recommendations at this time.

STANDARD TECHNICAL CODES BOARD OF APPEALS – TWO (2) POSITIONS

Reviews citizen appeals to ensure building codes, property maintenance codes and fire codes are properly interpreted and implemented fairly. Members who serve on this Board must be either an Engineer, Contractor, Architect or Design Professional. There are no recommendations at this time.

APPOINTMENT PROCESS

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

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

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

CITY OF CAYCE
POTENTIAL COMMITTEE MEMBER APPLICATION



Name: Ann Bailey-Robinson

Home Address: Memorial Drive City, State, Zip Cayce, SC 29033

Telephone: (803) E-Mail Address _____

Resident of Cayce: Yes No Number of Years 22

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

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

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

Work Address

Company: Lexington Medical Center Position Administrative Asst.

Address: 2720 Sunset Blvd

City, State, Zip West Columbia, SC 29169 Telephone: _____

Fax: _____ E-Mail _____

Work Experience: Certified Medical Asst.; Certified Phlebotomist; Project Manager & Administrator;
Customer Service Specialist; Health Information Management (HIPAA Contact & Privacy Officer)

Educational Background: Certified Medical Asst.; Certified Phlebotomist; Bachelor in Project Man.
& Admin; Master in HIT Student.

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

Former Cayce Council member

Volunteer Work: Reading tutor; Student and Patient Advocate; Cayce Beautification Foundation

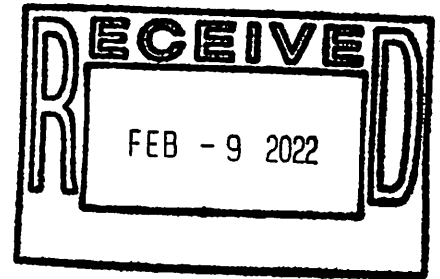
Hobbies: Reading, basketball, cooking

Return to:

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



**CITY OF CAYCE
BEAUTIFICATION FOUNDATION
APPOINTMENT APPLICATION**



Name: Barbara Lawson

Home Address: Tamwood Cr. City, State, Zip Cayce, SC 29033

Telephone: 803- E-Mail Address

Cell Phone: 803-

Resident of Cayce: Yes No Number of Years 30+

Business Located in Cayce: Yes No Number of Years 26

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

Work Address

Company: Christian Builders, Inc Position Administrative

Address: 230 Tamwood Cr

City, State, Zip Cayce SC 29033 Telephone: Same as above

Fax: --- E-Mail

Work Experience: Administrative duties

Educational Background: High School, Tech. College

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

Volunteer Work: Trinity Baptist, Master Gardeners

Hobbies: Gardening, sewing, crafting, family time

Return to:

Mendy Corder, Municipal Clerk

City of Cayce, P.O. Box 2004, Cayce, SC 29171-2004

Telephone: 803-796-9020 • Fax: 803-796-9072