

Mayor
Elise Partin

Mayor Pro-Tem
Tim James

Council Members
Phil Carter
Hunter Sox
Byron Thomas

City Manager
Tracy Hegler

Deputy City Manager
Jim Crosland
Assistant City Manager
Michael Conley



**City of Cayce
Regular Council Meeting
Wednesday, January 17, 2024
5:00 p.m. – Cayce City Hall – 1800 12th Street
www.caycesc.gov**

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

I. Call to Order

- A. Invocation and Pledge of Allegiance
- B. Approval of Minutes
December 5, 2023 Regular Council Meeting

II. Public Comment Regarding Items on the Agenda

III. Presentation

- A. Presentation by Columbia Housing Authority Executive Director Ms. Yvonda Bean

IV. Items for Discussion and Possible Approval

- A. Discussion of 800 Lexington Avenue
- B. Discussion and Approval of Letter of Support for the Disposition of Public Housing for the Cayce Housing Authority

V. Ordinances

- A. Discussion and Approval of Ordinance 2024-01 Amending City Code Section 2-66 Concerning Regular Meetings of Council – Second Reading
- B. Discussion and Approval of Ordinance 2024-02 Granting Lumos Fiber of South Carolina, LLC a Nonexclusive Franchise for the Use of Public Streets and Public Rights-of-Way for Facilities for Telecommunications Services – Second Reading

VI. Committee Matters

- A. Appointments and Reappointments
Accommodations Tax Committee – Two (2) Positions
Board of Zoning Appeals – One (1) Position

Events Committee – One (1) Position
Municipal Election Commission – One (1) Position
Museum Commission – One (1) Position
Public Safety Foundation – One (1) Position
Standard Technical Codes Board of Appeal – 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
 - a. Update on Lexington County's Cancellation of Road Maintenance Agreement
 - b. Claim for Improvements to Spencer Place Road

- B. Discussion of negotiations incident to proposed contractual arrangements for acquisition of property

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.

Mayor Elise Partin	Mayor Pro-Tem Tim James	Council Members Phil Carter Hunter Sox Byron Thomas	City Manager Tracy Hegler	Deputy City Manager Jim Crosland Assistant City Manager Michael Conley
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**City of Cayce
Regular Council Meeting
Tuesday, December 5, 2023**

The December 5, 2023, Regular Council Meeting was held this evening at 6:00 p.m. in Council Chambers. Those present included Mayor Elise Partin, Mayor Pro Tem Tim James and Council Members Phil Carter, Hunter Sox and Byron Thomas. City Manager Tracy Hegler, Deputy City Manager Jim Crosland, Assistant City Manager Michael Conley, Municipal Clerk Mendy Corder, Police Chief Chris Cowan, Fire Chief Steven Bullard, Finance Director Kelly McMullen, Human Resources Director Lynn Dooley and Utility Director Betsy Catchings were also in attendance.

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

Call to Order

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

Approval of Minutes

Mayor Pro Tem James made a motion to approve the November 15, 2023 Regular Council Meeting minutes as written. Council Member Thomas seconded the motion which was unanimously approved by roll call vote.

Public Comment Regarding Items on the Agenda

No one signed up for Public Comment.

Presentations

A. Presentation of Cayce Calendar Contest Winners

Mayor Partin stated that every year the City had a photo contest for the Cayce Calendar that was given to all residents. She stated that Ms. Amanda Bundrick's photo of her dog Elliot was chosen as the 2024 winner and was featured on the cover of the calendar. She stated that the grand prize winner was awarded \$200 and the other winners were awarded \$100. She thanked everyone for their participation and advised that calendars were available to be picked up at City Hall.

B. Presentation of Whole Sole Award

Mayor Partin asked the City's School Resource Officers to join her at the podium. Officers Andrew Lopez, Daniel Green, Eddie Lowry, Eddie West, Jarvis Riley, Justin Smith, Mandy Fournier, Neville Richardson, Sidai Cochrane and Terrell Thailand joined her in front of the assembly. Mayor Partin stated that the Police Community Services Division hosted their second annual Cayce Character Camp this past summer for 33 local children. During the two (2) weeks the children interacted with the City's police team and local leaders while learning theme character traits. This year's theme was designed to help the children succeed through practicing patience, motivation, honesty, dependability, and thoughtfulness. The police team orchestrated several field trips that included the Summit Trampoline Park, the South Carolina Fire Academy and the Cayce Wastewater Treatment Plant. Through the camp, the kids were able to see the human side of the City's amazing officers and their desire to see the campers succeed. By being creative, flexible, compassionate, and empathetic as they always were, the City's officers were able to form relationships with the children and the community. Mayor Partin stated that while not normally seen as a routine part of a Police Officer's job, the team made the character camp such an overwhelming success that they were already planning next year's camp.

Mayor Partin stated that two (2) staff members at the City's Wastewater Treatment Plant went above and beyond there to make the field trip fun and informative for the children. Administrative Coordinator Lindsay Reynolds and Lab Director Denis Bergeron's contribution to the event was creative and special. She stated that they decided to take the field trip to a completely different level and to make it a memorable experience for the attendees. They immediately began to plan how to make the visit not only educational, but fun as well. They spent hours brainstorming and coming up with creative ways to explain Wastewater Treatment at a level the children could relate to and understand. Their planning resulted in making a mini desktop version of the Wastewater Treatment Plant where one could visually see how solids go through the plant and get treated. After the demonstration and a brief talk about wastewater treatment basics the kids were able to participate in fun and educational activities such as a toilet paper toss, having their picture taken in a poop emoji photo stand and a water squirting toilet game. All these things were designed and built because of the brainstorming between Lindsay and Dennis. Mayor Partin stated that Lindsay and Dennis's exceptional creativity, hard work and efforts towards teaching children the importance of wastewater treatment were commendable and helped to turn a field trip tour into an event that the kids would not soon forget. She stated that they went the extra mile and were very deserving of the Whole Sole Award.

Resolution

A. Consideration and Approval of Resolution Recognizing the Greater Cayce West Columbia Chamber of Commerce for Being Awarded the Carolinas Outstanding Chamber of the Year

Mayor Pro Tem James recused himself from this item. His recusal statement is attached. Council Member Thomas made a motion to approve a Resolution recognizing the Greater Cayce West Columbia Chamber of Commerce for being Awarded the Carolinas Outstanding Chamber of the Year. Council Member Sox seconded the motion which was unanimously approved by roll call vote.

Ordinance

A. Discussion and Approval of Ordinance 2023-13 Adopting a Revised Business License Ordinance in Accordance with the Business License Standardization Act (2020 Act No. 176) – Second Reading

Ms. Hegler stated that there has been a slight change to the Ordinance from First Reading. She stated that the change was an amendment to ensure that what was being proposed by the State did not conflict with the City's existing Ordinances. She stated that the City Attorney drafted the amendment.

Councilmember Sox made a motion to amend the proposed Ordinance and it's exhibit as to conform to the version in the agenda packet by adding exhibit A, heading. Two, adding the indicated language to sub section 22 Utilities and adding sub section 2211 Electric Power and sub section 2212 Natural Gas with language for each as indicated. Mayor Pro Tem James seconded the motion which was unanimously approved by roll call vote.

Council Member Sox made a motion to approve Ordinance 2023-13 as amended. Council Member Thomas seconded the motion which was unanimously approved by roll call vote.

Items for Discussion and Possible Approval

A. Discussion and Approval of 2024 Council Meeting Dates

Ms. Hegler stated that she had the opportunity to speak to Council Members Sox and Thomas that day and would like to work with the rest of Council over the next few weeks to discuss adopting a new format for Council Meetings. She stated that it would require an Ordinance amendment since the current Ordinance established how Council meets. She stated that she would like to present the amended Ordinance to Council in January. Ms. Hegler stated that it was very likely that the dates would change based on how they worked on a meeting format to incorporate work sessions and less business meetings.

Council Member Carter made a motion to approve the 2024 Council Meeting dates. Council Member Sox seconded the motion which was unanimously approved by roll call vote.

B. Discussion and Approval of a Grant Award from the Rural Infrastructure Authority for Six Mile Creek Sewer Interceptor

Ms. Hegler stated that the Six Mile Creek Sewer Interceptor was the City's largest transmission line and consisted of a 30-inch and a 36-inch gravity sewer lines that served the western half of the City surface area and the areas surrounding the Six Mile Creek drainage basin. She stated that this area was around the Moss Creek Neighborhood. She stated that the flow of this line was transmitted to Pump Station One with the pipe material since the majority of the interceptor was concrete. She stated that over the years sewer gases had caused severe deterioration of the concrete pipe, resulting in unfortunate failures of the interceptor. Ms. Hegler stated that the most recent failure occurred in 2022 and the failures had resulted in emergency repairs and significant expenses to the City. She stated that supply chain issues had further complicated repair since a large diameter line as this size pipe was difficult to find.

Ms. Hegler stated that as the need increased to mitigate future failures it was the goal of the Utility Department to rehabilitate the remaining sections of the interceptor. She stated that the entire length for this interceptor was nearly four (4) miles long, thus making it a very expensive and monumental task. She stated that the Utility Department proposed to break it down into more manageable phases. She stated that staff had the opportunity over the last few months to apply for and were looking to receive a million dollars in grant funding from the Rural Infrastructure Authority for the first phase of the project. Ms. Hegler stated that the proposed project would include the rehabilitation which was the lining of approximate 1,200 feet of a 30-inch gravity sewer, and 1,430 feet of a 36-inch gravity sewer. She stated that in addition, approximately 20 manholes would be rehabilitated under this proposed project. She stated that the total construction cost of that phase was estimated to be \$1.4 million and the engineering support for this project would be provided by the City's Utility staff. Ms. Hegler stated that the City would be required to pay a minimum of 25% of the total construction costs and anything in excess of that amount thus it was estimated that the City would be responsible for approximately \$408,000. She stated that the final amount would be determined after the engineering design was finished and staff got some quotes.

Council Member Sox made a motion to approve the award letter from the South Carolina Rural Infrastructure Authority for a million dollar grant for the rehabilitation of the Six Mile Creek sewer interceptor phase one, authorize the City Manager to execute the grant agreement and approve the match and the additional funding required to complete this phase of the project not to exceed \$408,000 and use Utility Capital Reserves funds for that. Council Member Thomas seconded the motion. Council

Member Sox asked Ms. Hegler how much money was in that account. She stated approximately \$1.3 million was in the account. Mayor Partin called the question which was unanimously approved by roll call vote.

C. Discussion and Approval for Purchase of a Sewer Camera

Ms. Hegler stated that in September 2006 Council approved the purchase of a sewer camera and since that purchase City staff had used the camera on a regular basis for the examination of City sewer lines. She stated that the camera had been extremely helpful in locating sewer main blockages, locating sewer taps for customers that did not have cleanouts and locating sewer manholes that had been buried. She stated that the camera was also used to visually inspect the condition of sewer laterals, assess sewer main pipe material and condition, inspect for inflow and infiltration and to perform final inspections on newly installed sewer lines and veins. Ms. Hegler stated that the camera had reached the end of its useful life and had become unreliable. She stated that it had been sent off for repair several times and the repairs only provided a temporary fix.

Ms. Hegler stated that the Utilities Field Operation staff was currently using a loaner camera while the City's camera was again being evaluated for repairs that would likely only provide a temporary solution. She stated that a replacement camera would cost approximately \$27,500 without tax and that price included trading in the aged camera. She stated that an Aries camera was proposed and was compatible with the existing tracker system that was used to transport the camera within the lines and was compatible with the software that the City already had. She stated that staff was asking Council to waive the informal bid procedure so staff could purchase this particular camera. Ms. Hegler stated that per City Ordinance Council could waive the informal and formal procedures when it was to the advantage for the City to acquire goods and or services on a most convenient source basis or sole source basis in situations of prolonged supply chain delays, or on the basis of a previously awarded vendor contract which this would fall under. She stated that since this item was unbudgeted, staff was requesting it be funded through the Utilities Capital Reserves.

Council Member Sox made a motion to waive the formal bid process and allow staff to purchase a new Aries sewer camera at a cost not to exceed \$27,500 plus tax. Council Member Thomas seconded the motion. Council Member Sox asked how much the City was being credited for turning in the current camera. Ms. Catchings stated approximately \$6,000. Mayor Partin called the question which was unanimously approved by roll call vote.

D. Discussion and Approval to Purchase a Replacement Wastewater Collections Vehicle

Ms. Hegler stated that the City's Wastewater Collections Department had a 2015 Chevrolet Silverado 1500 Crew Cab that had suffered a major engine failure. She

stated that this vehicle was primarily used for the repair and maintenance of the City's pump stations throughout its large service area. She stated that a replacement motor for this vehicle had been estimated to cost approximately \$7,400 and the current replacement schedule for these trucks was five (5) years or 400,000 miles, so it was already on the replacement schedule for the upcoming year. Ms. Hegler stated that the total cost to replace the vehicle was \$48,768 which included the vehicle delivery and all associated equipment. She stated that staff was requesting to use Utility funds from the Utility fund balance for this unexpected and unbudgeted purchase. She stated that the vehicle was currently available at Love Chevrolet on a State contract.

Council Member Sox made a motion to approve the purchase of one (1) 2024 Chevrolet Silverado Crew Cab for the Utility Department to replace the current truck in the amount of \$48,768, utilizing Utility fund balance. Council Member Thomas seconded the motion. Council Member Carter stated that the Utility Budget had really taken a beating that night. He asked what was the normal increase in the fund balance from year to year. Ms. Hegler stated that this was just one (1) of the Utility fund balances that the City had that was a capital reserve account. She stated there was a variety of them and that funding was meant to be used for unexpected expenses. Mayor Partin called the question which was unanimously approved by roll call vote.

Committee Matters

- A. Approval to Enter the following Committee Approved Minutes into the City's Record
Events Committee – October 12, 2023

Council Member Sox made a motion to enter the October 12, 2023 Events Committee meeting minutes into the City's record. Council Member Thomas seconded the motion which was unanimously approved by roll call vote.

- B. Appointments and Reappointments
Beautification Foundation – Two (2) Positions
Municipal Election Commission – One (1) Position

Mayor Partin stated that Ms. Colleen Bradley and Ms. Kelly King's terms on the Beautification Foundation expired in December and they both would like to serve again. Council Member Sox made a motion to reappoint Ms. Bradley and Ms. King to the Beautification Foundation. Council Member Carter seconded the motion which was unanimously approved by roll call vote.

Mayor Partin stated that the City had received a potential member application from Ms. Fonda Wilkins for the Cayce Municipal Election Commission. Council Member

Carter made a motion to approve Ms. Wilkins' appointment. Council Member Sox seconded the motion which was unanimously approved by roll call vote.

City Manager's Report

Ms. Hegler stated that staff was very disappointed in having to cancel two (2) of the Christmas in Cayce events the past weekend due to forecasted inclement weather. She stated that staff closely watched the weather forecast all week and had to make the call for the safety of staff and visitors. She stated that the Museum was planning to hold a smaller version of its event that Sunday from 2pm to 5pm. She encouraged everyone to attend the event and thanked staff for all the work that went into planning these events for the community and visitors. She stated that it was a lot more work than people realized and so canceling an event was very disappointing to staff.

Ms. Hegler stated that the treasured Greater Cayce West Columbia Chamber of Commerce Parade of Lights was being held that Saturday. She stated that Council might have seen posts online or received calls about Lumos fiber optics being in the community. She stated that the City did not regulate them and they were actually permitted by SC DOT to work in public rights of way and utility easements. She stated that staff had been advising citizens of that and if they had concerns to contact the Lumos customer support line, or the Public Service Commission which regulated those issues.

Ms. Hegler stated that the City's Police Department rolled out a new initiative focused on the safety of the elderly and aging population in the City. She stated that the initiative was called CASE, Cayce assisting seniors and elderly. She stated that it was geared towards serving and advocating for those in the advanced years of life and the Police Department was launching the new initiative to reduce crime and protect the vulnerable population in the community. She stated that specifically, this initiative was being unveiled during the holidays as a reminder that this was a time of year when criminals often target the senior and elderly populations. Ms. Hegler stated that CASE was going to work with partnerships around the City to identify potentially vulnerable, elderly citizens in the population so staff could keep them on file and check on them regularly to ensure they were being cared for and not being victimized and also to check to see if they needed any added support. She stated that also through those partnerships and identification of those that needed support the Police Department would be providing free training opportunities to enable them to connect with resources that they might need. Ms. Hegler stated kudos to the City's Police Department for rolling out such a unique and necessary tool for the City's citizens.

Ms. Hegler stated that she was extremely proud of Ms. McMullen and the City's finance team for being awarded two (2) awards. She stated that the first award was a Certificate of Achievement for Excellence in Financial Reporting for the fiscal year 2021/2022. She stated that this report prepared by the finance team had been judged by an impartial panel to ensure it met the highest standards of the program to include demonstrating constructive spirit of full disclosure to clearly communicate its financial story and motivate potential users and user groups to read the report. She stated that the City was also awarded for the first time ever GFOA's Distinguished Budget Presentation award. Ms. Hegler stated that it was not common to win this award. She stated that it represented a significant achievement by the City and reflected the commitment of the governing body and staff to meet the highest principles of governmental budgeting and was totally initiated by Ms. McMullen to propel and highlight the City's budgeting process. She stated that this process would lead to a smoother format for sending regular budget updates to Council. She stated that this was an awesome job of the City's finance team not only for their continued excellence in financial reporting, but for going after first-ever awards. She stated that she would like to bring the finance team to a future meeting to do a formal presentation. Ms. Hegler stated that she wanted to recognize that the City's attorney, Mr. Danny Crowe, was starting his 25th year of work for the City.

Council Comments

Mayor Pro Tem James asked if there was any licensing required by the City for fiber optic companies that did work in the right-of-way. Ms. Hegler stated that those businesses were permitted by the DOT to be in the public right of way and they were heavily protected by State law. She stated that the City of Columbia shut them down recently because they hit some gas lines causing leaks. She stated that there were obviously some safety concerns but otherwise, the City was preempted. Mayor Partin stated that it was a preemption by State law of municipalities stopping them from being able to make those decisions themselves. Mayor Pro Tem James stated that there were several people in the community being negatively impacted by the project. Ms. Hegler stated that she had seen where there were issues with AT&T lines being cut but that was an issue between AT&T and Lumos. Mayor Pro Tem James stated that the work crews were driving up in people's yards and digging up people's driveways. Council Member Sox asked if the City coordinated with Lumos on marking lines. Ms. Catchings stated that Lumos only had to submit a utility linking request. Council Member Thomas asked if there was any way that citizens could take pictures and report damaged yards. He stated that he had watched the work crews destroy his and his neighbor's yard. Ms. Hegler stated that she would encourage residents to do that and call the Lumos customer support line. Mayor Pro Tem James asked if the City could publicize the customer service line on its social media so it did not appear as though the City just turned a blind eye to it. Ms. Hegler stated that she could talk to the City's Public Relations Consultant about proactively planning something. Council Member Carter asked if Lumos and Spectrum fell under some sort of general franchise

agreement. Ms. Hegler stated that they did. Council Member Carter asked if the City could potentially not enter into a new agreement with them. Ms. Hegler stated that the City was currently negotiating with them but they could not charge them the way they did other utilities. She stated that they were preempted from that as well. Council Member Sox stated that they only had to pay approximately \$700. Ms. Hegler stated that State law was supportive of trying to put in fiberoptic and the companies were given carte blanche to do that. Mayor Partin stated that she did not want the City to be in the position of making blanket statements about a business not being a good partner. Mayor Pro Tem James stated that he did want the City to say anything derogatory about a business but just tell the City's residents how to report any issues.

Council Member Thomas stated he wanted to thank Lieutenant West and Corporal Lopez for all they had been doing in the community. He stated that he really appreciated seeing them in the community. He stated that he literally met Lieutenant West that day when he stopped by while he was having a tour with Dominion. He stated that he really appreciated Lt. West coming by and giving him his opinion on what they were talking about. He stated that he was very nice and very classy and he could not wait to meet more Police Officers out in the community. Council Member Thomas stated that over the Thanksgiving break, he had the honor of giving food with the Cayce Action Group in the Pocomo community and it was a blessing to see so many beautiful elderly people in the community feel so appreciated and loved to receive those meals. He stated that he also wanted to thank everyone that was involved with the Cayce Christmas tree lighting ceremony, especially to witness Cayce collecting canned goods for those in need. He stated that the C in Cayce definitely meant community. He stated that he was very, very proud of the City. He stated that sadly some Christmas in Cayce events were canceled due to potential inclement weather, which was out of the City's control. Council Member Thomas stated that looking forward, he would love to look for ways for the City to be proactive in the event of weather. He stated that he knew the City committees worked very hard to put together amazing programs and they wanted people that did not live in Cayce to come and take advantage of what was being offered. He stated that these events brought families of all walks of life together and a beautiful Christmas feel to the City as well as visitors shopping and dining in the City after the events were over.

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. Personnel Matter – City Manager's annual evaluation and salary review
- C. Discussion of appointment of City Attorney

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

Reconvene

After the Executive Session was concluded, Council Member Sox made a motion to reconvene the Regular meeting. Mayor Pro Tem James 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 actions in follow up to Executive Session

Council Member Sox made a motion to approve the City Manager's salary as discussed in executive session with possible further action on a benefits package in January. Mayor Pro Tem James seconded the motion. Mayor Partin stated that she would like to say how awesome Ms. Hegler was and thanked her for all the good work that she did for the City and for Council. She called the question which was unanimously approved by roll call vote.

Mayor Pro Tem James stated that on behalf of the rest of Council, it gave him great privilege to make a motion to reappoint Mr. Danny Crowe as the City Attorney. He stated that Mr. Crowe had done a wonderful job for the City for a quarter of a century. He stated that also on behalf of Council he would like to ask the City Clerk to prepare a Resolution that celebrated Mr. Crowe's 25 years of being the City Attorney. Council Member Thomas seconded the motion. Mayor Partin thanked Mr. Crowe for all the awesome work he did for the City. She stated that Mr. Crowe was one of the foremost municipal attorneys in the entire state of South Carolina. Mayor Partin called the question which was unanimously approved by roll call vote.

Mayor Partin stated that Council had to go back into Executive Session for the items that did not need any other further action, but just some discussion. Council Member Carter made a motion to move into Executive Session for receipt of legal advice relating to claims and potential claims by and against the City and other matters covered by the attorney client privilege. Council Member Thomas seconded the motion which was unanimously approved by roll call vote.

Adjourn

Mayor Pro Tem 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 9:23pm.

Elise Partin, Mayor

ATTEST:

Mendy Corder, CMC, Municipal Clerk

RECUSAL STATEMENT

Member Name: Timothy James

Meeting Date: Dec. 5, 2023

Agenda Item: Section IV Number A

Topic: Resolution for CWC CHAMBER

The Ethics Act, SC Code §8-13-700, provides that no public official may knowingly use his office to obtain an economic interest for himself, a family member of his immediate family, an individual with whom he is associated, or a business with which he is associated. No public official may make, participate in making, or influence a governmental decision in which he or any such person or business has an economic interest. Failure to recuse oneself from an issue in which there is or may be conflict of interest is the sole responsibility of the council member (1991 Op. Atty. Gen. No. 91-37). A written statement describing the matter requiring action and the nature of the potential conflict of interest is required.

Justification to Recuse:

- Professionally employed by or under contract with principal
- Owns or has vested interest in principal or property
- Other: _____

Dec 5, 2023
Date

Timothy James
Member Signature

Approved by Parliamentarian: _____

Memorandum

To: Mayor and Council
From: Tracy Hegler, City Manager
Date: January 17, 2024
Subject: 800 Lexington Avenue

Issue

Below is history on any proposed development at 800 Lexington Avenue

Background

August 18, 2016:

The City of Cayce requests CDBG grant funding for \$200K for demolition of a portion of a damaged derelict building. We were not awarded this grant.

August 1, 2017:

Discussion and approval of Resolution to authorize the expenditure of Tax Increment Financing revenues for the redevelopment projects located outside of the redevelopment area; providing for notice to the affected taxing districts and other matter related thereto.

Council Member Carter made a motion to approve the Resolution, Council Member Almond seconded the motion. Ms. Vance states that the August 4, 1998 Redevelopment Plan for the City of Cayce's Tax Increment Financing District allows for the "acquisition of property to ensure environmental remediation and development." It also allows that this acquisition, etc. may occur outside of the designated Redevelopment Area if the City makes a specific finding for the benefit to the redevelopment Area. The City is proposing to use TIF money from the original TIF district to demolish a portion of a building and remediate the property located at 800 Lexington Avenues which formerly serves as the Cayce Grammar School.

Ms. Vance states that staff has found that although the building is located outside the boundaries of the Redevelopment Area, its partial demolition is necessary to remove the portion of the structure that was previously burned in a fire and remediate any environmental issues on that portion of the property. These actions will improve the health, safety and property values of the surrounding area and the nearby TIF Redevelopment Area. She states that staff also believes that these actions will clear the

way for redevelopment of the remainder of the buildings on the site and the adjacent properties. Ms. Vance stated that the TIF Act requires that council approve a Resolution for this action and notify the other Taxing Agencies. She states that these Agencies do not have the power to deny the City the ability take these actions. Mayor Partin called the question and the motions was unanimously approved by roll call vote.

September 5, 2017:

Consideration and approval of Resolution authorizing the purchase of real property of approximately 0.43 acres consisting of a portion of TMS 005769-04-001.

Council Member Almond made a motion to approve the Resolution. Council Member Corley seconded the motion which was unanimously approved by roll call vote.

April 2, 2019:

Executive Session – Discussion and negotiations incident to proposed contractual arrangements regarding 800 Lexington Avenue (Cayce Grammar School)

Council Member Almond made a motion to authorize the City Manager to continue discussions with regard to 800 Lexington Avenue as discussed in Executive Session. Council Member Corley seconded the motion which was unanimously approved by roll call vote.

July 9, 2019:

Discussion and approval of Ordinance 2019-11 Re-Zoning 800 Lexington Avenue TMS# 005769-04-001, 800A Lexington Avenue TMS# 005769-04-04, and 1815 8th Street TMS# 0057659-04-002 from RS-3 Single Family Residential to RS-4 Single Family Residential- First Reading.

Ms. Hegler stated that Council approval was needed for the First Reading of an Ordinance to re-zone 800 Lexington Avenue (TMS# 005769-04-001), 800A Lexington Avenue (TMS# 005769-04-004), and 1815 8th Street (TMS# 005769-04-002) from RS-3 (Single Family Residential) to RS-4 (Single-Family Residential). She stated that the rezoning request includes three properties zoned RS-3 Single Family Residential. The largest parcel at 800 Lexington Avenue is 1.52 acres and is owned by Broad Brook-CT LLC, who is the primary applicant. She stated that the applicant is also serving as the agent for the property owner at 1815 8th Street. Because the applicant is required to have a minimum of 2 acres to rezone property to a zoning district that is not contiguous to this property, the City was asked to allow its adjacent parcel at 800A Lexington Avenue be part of the rezoning request to meet the two (2) acre threshold. Ms. Hegler stated that the one structure, the former Cayce Grammar School, is located at 800 Lexington Avenue and is approximately 6,087 square feet. The parcel at 800A Lexington Avenue is vacant and a single family residence is located at 1815 8th Street.

Ms. Hegler stated that the rezoning does not result in any change of uses from RS-3 Single Family Residential to RS-4 Single Family Residential. However, some lot dimensions and

setbacks do change. She stated that the minimum lot size is reduced from 7,200 square feet to 5,000 square feet. The minimum lot width is reduced from 60 feet to 50 feet. The rear yard setback is reduced from 20 feet to 15 feet. Many of the surrounding lots currently have a lot width of 50 feet. The minimum side setback of five (5) feet remains the same, as well as the minimum front setback of 25 feet. Ms. Hegler stated that the requested re-zoning is in compliance with the Zoning Ordinance and is permitted as a zoning district in accordance with the criteria of the Comprehensive Plan and Future Land Use Map.

Ms. Hegler stated that the Planning Commission considered the request for re-zoning at the meeting on June 17, 2019. The hearing for the rezoning request was opened to the public. Two members of the public spoke against the re-zoning request because of their concern about the smaller lot sizes and the close proximity of the houses to each other. Two members of the public spoke in favor of the re-zoning, citing the potential for new housing in the area. The Planning Commission voted on the requested re-zoning, to the RS-4 zoning designation, at the Planning Commission Meeting on June 17, 2019. Council Member Almond made a motion to approve Ordinance 2019-11 on First Reading. Council Member Corley seconded the motion which was unanimously approved by roll call vote.

August 6, 2019:

Discussion and Approval of Ordinance 2019-11 Re-Zoning 800 Lexington Avenue TMS# 005769-04-001. 800A Lexington Avenue TMS# 005769-04-04, and 1815 8th Street TMS# 0057659-04-002 from RS-3 Single Family Residential to RS-4 Single Family Residential - Second Reading.

Council Member Almond made a motion to defer this item until the next regularly scheduled Council Meeting pending receipt of additional information. Council Member Jenkins seconded the motion which was unanimously approved by roll call vote.

August 21, 2019:

Discussion and motion concerning previous authorization for discussions as to City-Owned property at 800 Lexington Avenue

Ms. Hegler stated that on April 2, 2019 Council authorized her to continue discussions with the other owners of the property on the 800 block of Lexington Avenue. She stated that the City was approached by the other owners for a property deal. She stated that since that time staff has been in conversation with the other owners. She stated that it now appears that the terms that were important to the City are not agreeable with the other party who relayed this to Ms. Hegler via voicemail and email on August 19, 2019. She stated that she recommends that the City withdraw those discussions that Council previously authorized her to hold. She stated that she did inform the other party of her recommendation earlier that day and that afternoon received a request to defer any action on that for two (2) weeks. However the other party did not offer any new information that would change her recommendation.

Council Member Carter made a motion for the City of Cayce to withdraw from any further discussions concerning the properties on the 800 block of Lexington Avenue. Council Member Corley seconded the motion which was unanimously approved by roll call vote.

Discussion and approval of Ordinance 2019-11 Re-Zoning 800 Lexington Avenue (TMS# 005769-04-001), 800A Lexington Avenue (TMS# 005769-04-004), and 1815 8th Street (TMS# 005769-04-002) from RS-3 (Single Family Residential) to RS-4 (Single-Family Residential) – Second Reading

Ms. Hegler stated that the City owns 800A Lexington Avenue and agreed to partner on the rezoning of the 800 block of Lexington Avenue with the other property owners. She stated that since indications are that the City will not achieve the intended improvements to that neighborhood that the City was seeking with the rezoning City staff withdraws the request for rezoning. She stated that with the withdrawing of the request the property in play is not large enough per the City's Ordinance to request a rezoning. She stated that it now falls below the 2 acre minimum therefore Ordinance 2019-11 no longer complies with the City's Ordinance for a request for rezoning. Ms. Hegler stated that the applicant also requested that this be deferred for two (2) more weeks but there was not any new information that would change her recommendation.

Council Member Carter stated that since this was no longer a valid zoning request and a normal motion to approve or deny would conflict with City code he made a motion to postpone the previously proposed Ordinance indefinitely. Council Member Corley seconded the motion which was unanimously approved by roll call vote.

March 17, 2021:

Executive Session – Discussion of negotiations incident to proposed contractual arrangements concerning 800 Lexington Avenue (no subsequent action)

October 5, 2021:

Executive Session – Discussion of potential agreement between Broad Brook and City of Cayce regarding 800 Lexington Avenue (no subsequent action)

April 5, 2022:

Executive Session – Discussion of negotiations incident to proposed contractual arrangements concerning 800 Lexington Avenue

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.

Recommendation

None at this time.

Memorandum

To: Mayor and Council

From: Tracy Hegler, City Manager

Date: January 17, 2024

Subject: Cayce Housing Authority Support Letter

Issue

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

Background

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

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

Recommendation

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



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

October 17, 2023

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

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

Dear SAC,

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

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

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

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

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

Sincerely,

Memorandum

To: Mayor and Council

From: Tracy Hegler, City Manager

Date: January 11, 2024

Subject: Amendment to Regular Council Meeting schedule – Second Reading

Issue

Council approval is needed to approve amendments to regular Council meeting schedule.

Background

In an effort to be more administratively efficient, the City wishes to revise its regular meeting schedule each month as currently established in Code section 2-66. It is proposed that the City continue to hold regular meetings on the first Tuesday of each month and remove the requirement of a second regular meeting each month to be replaced with workshops, as needed.

Recommendation

Staff recommends City Council give Second Reading approval to amending Code Section 2-66 as described herein.

Memorandum

To: Mayor and Council

From: Tracy Hegler, City Manager

Date: January 2, 2024

Subject: Lumos Franchise Ordinance and Agreement – Second Reading

Issue

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

Background

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

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

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

Recommendation

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

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

This Nonexclusive Franchise Agreement (hereinafter "Agreement") is made and entered into as of this ___ day of _____ 2024 ("Effective Date"), by and between the CITY OF CAYCE, a South Carolina municipal corporation (hereinafter "City" or "Grantor") and LUMOS FIBER OF SOUTH CAROLINA, LLC, a South Carolina limited liability company, (hereinafter "LUMOS" or "GRANTEE"), having its principal office at 4100 Mendenhall Oaks Pkwy, Suite 300, High Point, NC 27265.

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

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

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

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

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

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

(b) GRANTEE acknowledges that this grant of authority is for the benefit of GRANTEE only, and that GRANTEE is not authorized to lease, sublease, assign or otherwise allow other providers to use or occupy the public rights-of-way except in accordance with provisions of this Agreement.

(c) GRANTEE acknowledges that, to the extent allowed by State and Federal law, the City has the authority, to adopt ordinances regulating the use of the public rights-of-way, so long as such ordinances apply equally to all certificated providers of telecommunications services and are related to using the public streets and public rights-of-way in the City. GRANTEE agrees to be bound by all such future lawful ordinances so long as it operates telecommunication services or has property or equipment within the public streets or rights-of-way located in the City.

(d) This Agreement is not a grant by the City of any fee simple or other property interest except as expressly contemplated by this Agreement and is made subject and subordinate to the prior and continuing right of the City to use the public streets and public rights-of-way occupied by GRANTEE for the purpose of laying, installing, maintaining, repairing, protecting, replacing, and removing sanitary sewers, water mains, storm drains, gas mains, poles and other equipment for municipal uses and with the right of ingress and egress, along, above, over, across and in said public streets and public rights-of-way, or for any public purpose.

(e) This Agreement shall be in full force and effect from and after the date of its approval by the City Council governing body; provided, however, that notwithstanding such approval, this Agreement shall not become effective until all required bonds, certificates of insurance and other instruments required by this Agreement have been filed with, and accepted and approved by the City, which acceptance and approval shall not be unreasonably delayed, conditioned, or withheld.

Section 2. Definitions. For the purpose of this Agreement, and the interpretation and enforcement thereof, the following words and phrases shall have the following meanings, unless the context of the sentence in which they are used shall indicate otherwise:

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

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

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

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

“City Council” means the City Council of the City of Cayce.

“City Engineer” means the City Engineer or his/her designee.

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

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

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

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

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

“GRANTEE” or *“Lumos”* means Lumos Fiber of South Carolina, LLC.

“Grantor” means the City of Cayce.

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

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

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

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

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

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

Section 5. Construction; Location or Relocation of Facilities. All GRANTEE facilities shall be constructed, installed, and located according to the terms and conditions contained herein, unless otherwise specified by the City.

5.1. Whenever all existing electric utilities, cable facilities or telecommunications facilities are located underground within a particular segment of a street or public right-of-way of the City, GRANTEE shall also install its telecommunications facilities underground.

5.2. Whenever existing overhead electric utilities, cable facilities or telecommunications facilities are relocated underground within a particular segment of a street or public right-of-way of the City, GRANTEE shall relocate its facilities underground within a reasonable amount of time after notification by the City that such facilities must be relocated. Absent extraordinary circumstances or undue hardship as reasonably determined by the City, such relocation shall be made concurrently to minimize the disruption of the public streets or public rights-of-way.

5.3. GRANTEE shall obtain all required permits for the construction or

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

5.4. In the performance and exercise of its rights and obligations under this Agreement, GRANTEE shall not interfere in any manner with the existence and operation of any public street and public or private right-of-way, sanitary sewer, water line, storm drain gas main, pole, overhead or underground electric and telephone wires, television cables, public works, facilities of other telecommunication providers, or City Property, without the prior approval of the City or the applicable owner or other party responsible for such infrastructure. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to GRANTEE'S interference with the facilities or infrastructure of such entity or third-party are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.

5.5. Except as may be expressly provided herein, nothing in this Agreement shall be construed to abrogate or limit the right of the City to perform any public works or public improvements. If any facilities of GRANTEE interfere with the construction, operation, maintenance, repair or removal of such public works or public improvements, within ninety (90) days after written notice by the City (or such other period of time set forth in Section 5.7 or as may be agreed upon in writing by the City and GRANTEE), GRANTEE shall, at its own expense, protect, alter, remove or relocate facilities, as directed by the City Manager or City Engineer. If GRANTEE fails to so protect, alter, remove, or relocate equipment within such period, the City may break through, remove, alter, or relocate the facilities of GRANTEE without any liability to City, and GRANTEE shall pay to the City the costs incurred in connection with such breaking through, removal, alteration, or relocation. GRANTEE shall also reimburse the City for or bear any additional cost actually incurred by the City as a result of GRANTEE's failure to comply with the City's request to protect, alter or remove equipment under this Agreement. The City may collect such costs, and any reasonable expenses and attorney fees incurred in collecting such costs, as debts owed to the City, by bringing action in any court of competent jurisdiction or exercising the City's rights to draw on bonds or in any other lawful manner, individually or in combination. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to the construction, operation, maintenance, repair or removal of such public works or public improvements or other infrastructure are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.

5.6. The City retains the right and privilege to cut or move any telecommunications facilities located within the public ways or other areas of the City as the City may determine to be necessary, appropriate, or useful in response to any life-threatening emergency. The City will endeavor to provide prior notice to GRANTEE of

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

5.7. The facilities of GRANTEE shall be located so as not to interfere with public safety or, to the extent possible, with the convenience of persons using the public streets or rights-of-way. GRANTEE shall construct, maintain, and locate its telecommunications system so as not to interfere with the construction, location and maintenance of sewer, water, drainage, electrical, signal, and fiber optic facilities of the City. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to GRANTEE'S location of telecommunications facilities are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.

5.8. The City shall have the right, but not the obligation, to specifically designate the location of the facilities of GRANTEE with reference to sewer and water mains, drainage facilities, fiber optic cable, signal poles and lines and similar services, other facilities, such as public telephone utilities, public electric utilities, cable television facilities, and railway, communication, and power lines, in such a manner as to protect the public safety and public and private property. Failure by the City to designate the location of GRANTEE's facilities shall not relieve GRANTEE of its responsibilities in matters of public safety, as provided in this Agreement. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to the specific location of GRANTEE'S telecommunications facilities are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.

5.9. Except in the cases of emergencies, GRANTEE shall not move, alter, change, or extend any of its telecommunications system in any public street or public right-of-way unless prior written notice of its intention to do so is given to the City Manager and permission in writing to do so is granted, or such requirement is waived, by the City Manager. The City Manager shall either approve or deny GRANTEE's request to relocate its facilities within five (5) days of receipt of GRANTEE's request. Such permission shall be not be unreasonably withheld by the City Manager and shall be conditioned upon compliance with the terms and conditions of this Agreement, with such other terms and conditions as will preserve, protect and promote the safety of the public using the public ways, and as will prevent undue interference with or obstruction of the use of the public ways by the public, the City or by any other public utility, public service corporation or cable operator for their respective purposes and functions. Such work by GRANTEE shall

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

5.10. GRANTEE shall not open, disturb or obstruct, at any time, any more of the public streets or public rights-of-way than is reasonably necessary to enable it to proceed in laying or repairing its telecommunications system. GRANTEE shall not permit any public street or public right-of-way so opened, disturbed, or obstructed by it to remain open, disturbed, or obstructed for a longer period of time than shall be reasonably necessary. In all cases where any public street or public right-of-way is excavated, disturbed, or obstructed by GRANTEE, GRANTEE shall take all precautions necessary or proper for the protection of the public and shall maintain adequate warning signs, barricades, signals, and other devices necessary or proper to adequately give notice, protection, and warning to, the public of the existence of all actual conditions present. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to the disturbance or obstruction of the public streets or rights-of-way under the ownership or control of such entity are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.

5.11. After the installation, removal, relocation, construction, or maintenance of the fiber optic or other cable and related facilities is completed, GRANTEE shall, at its own cost, repair and return the public streets or public rights-of-way to a minimum of the same or similar condition existing before such installation, removal, relocation, construction, or maintenance, in a manner as may be reasonably specified by the City and to the reasonable satisfaction of the City. GRANTEE shall be responsible for damage to street pavements, existing utilities, curbs, gutters, and sidewalks due to GRANTEE'S installation, construction, maintenance, repair, or removal of its telecommunications facilities in the public streets, public rights-of-way, and shall repair, replace, and restore in kind, the said damaged property at its sole expense. Upon failure of GRANTEE to repair, replace and restore said damaged property, in a manner as may be reasonably specified by the City and to the reasonable satisfaction of the City, after sixty (60) days' notice in writing shall have been given by the City, the City may cause such necessary repairs to be made and may collect the costs incurred from GRANTEE, including but not limited to, exercising the City's rights to draw on bonds. The City may collect such costs, and any expenses and attorney fees incurred in collecting such costs, as debts owed to the City, by bringing an action in any court of competent jurisdiction or in any manner allowed by law. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to the repair, replacement, or restoration of such entity's public streets or public rights-of-way are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.

5.12. Neither GRANTEE, nor any person acting on GRANTEE's behalf, shall take any action or permit any action to be done which may impair or damage any City Property more than is reasonably necessary to enable it to install or repair its telecommunications system, including, but not limited to, any public street, public right-of-way or other property located in, on or adjacent thereto.

5.13. In the event of an unexpected repair or emergency, GRANTEE may commence such repair and emergency response work as required under the circumstances, provided GRANTEE shall notify the City as promptly as possible, before such repair or emergency work is started or as soon thereafter as possible if advance notice is not practicable. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to such unexpected or emergency repair work are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.

5.14. GRANTEE shall maintain its facilities in good and safe condition and in a manner that complies with all applicable federal, state and local requirements, laws, ordinances, and regulations.

(a) GRANTEE shall at all times keep and maintain its facilities free of all graffiti located thereon. If the City notifies the GRANTEE that graffiti is located on the facilities, GRANTEE shall remove the graffiti within (30) days of written notice. If GRANTEE defaults in its obligations hereunder, the City may perform the necessary work and charge the reasonable cost thereof to and collect the same from the GRANTEE.

(b) GRANTEE shall keep facilities free of debris and anything dangerous and/or noxious which would create a hazard or undue vibration, heat, noise or interference.

5.15. GRANTEE shall at all times employ a high standard of care and shall install and maintain and use approved methods and devices for preventing failure or accidents which are likely to cause damages, injuries, or nuisances to the public.

5.16. GRANTEE shall obtain all required permits from the City and any other governmental entity having jurisdiction prior to commencing work of any nature and shall comply with all terms and conditions of any such permit. GRANTEE shall furnish detailed plans of the work and other required information. GRANTEE shall comply with all applicable ordinances and permitting requirements.

5.17. A single permit may be issued by the City, where City permits are applicable and required, for multiple excavations to be made in public streets and rights-of-way. Exceptions to the requirement for a written permit may be allowed in cases of emergencies involving public safety or restoration of service. In the case of emergency excavations made in a public street or public right-of-way without a permit, GRANTEE

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

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

(b) All trees, landscaping and grounds removed, damaged, or disturbed as a result of the construction, installation maintenance, repair or replacement of telecommunications facilities shall be replaced or restored, as nearly as may be practicable, to the condition existing prior to performance of work. All restoration work within the public ways or other areas shall be done in accordance with landscape plans approved by the City, as well as any other applicable authority.

5.19. (a) GRANTEE shall promptly remove or correct any obstruction, damage, or defect in any public street or public right-of-way caused by GRANTEE in the installation, operation, maintenance, or extension of GRANTEE's telecommunications

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

(b) If weather or other conditions do not permit the complete restoration required by this Section, GRANTEE shall temporarily restore the affected property. Such temporary restoration shall be at GRANTEE's sole expense and GRANTEE shall only be required to make reasonable, temporary restorations based on the conditions. GRANTEE shall promptly undertake and complete the required permanent when the weather or other conditions no longer prevent such permanent restoration. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to the repair, replacement, or restoration of such entity's public streets or public rights-of-way or other infrastructure or facilities are beyond the scope of this Agreement and governed by applicable laws and regulations, and the City makes no representations with respect to any such rights, obligations, or requirements.

(c) GRANTEE or other person acting on its behalf shall use suitable barricades, flags, flaggers, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of such work in or affecting such ways or property and shall comply with all federal, state, and local laws and regulations, including, but not limited to, the flagging requirements of the South Carolina Department of Transportation.

5.20. Except in the case of the City's gross negligence or intentional or willful misconduct, the City, its officers, agents, or employees, shall not be liable for any damage to or loss of any of GRANTEE's telecommunications services or telecommunications facilities within the public ways or any other areas of the City as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work or activity or lack of any activity of any kind by or on behalf of the City.

5.21. GRANTEE shall cooperate with the City in coordinating its construction activities as follows:

(a) GRANTEE shall provide the City with a schedule of its proposed construction activities prior to commencing any expansion of its backbone system;

(b) Upon request, GRANTEE shall meet with the City and other users of the public ways to coordinate construction in the public ways; and

(c) All construction locations, activities and schedules shall be coordinated, as directed by the City Engineer, to minimize public inconvenience, disruption, or damages. GRANTEE shall submit a written construction schedule to the City Engineer at least ten (10) working days before commencing any work in or about the public streets or public rights-of-way. GRANTEE shall further notify the City Engineer not less than five (5) working days in advance of such excavation or work and shall comply with the provisions of the South Carolina Underground Facility Damage Prevention Act, South Carolina Title 58, Chapter 36.

Section 6. Mapping. (a) GRANTEE shall maintain an accurate map of its telecommunications facilities in the City. GRANTEE shall provide the City with "as built" drawings and an accurate map or maps showing the location of its facilities, including pole lines and conduit lines and any other facilities requested by the City, to include a digitized map(s) in both printed and electronic form. GRANTEE shall, upon request, provide updated maps annually of telecommunications facilities in the City.

(b) If any of the requested information of GRANTEE in this Agreement is considered proprietary, confidential or a trade secret, GRANTEE will notify the City of this opinion and the City will keep such information confidential to the extent permitted by the South Carolina Freedom of Information Act (South Carolina Code Title 30 Chapter 4) or other any successor statute or law. As for new installations, after the effective date of this franchise, GRANTEE shall submit the proposed Mapping of its plans for new construction to the City prior to any construction. As-built drawings of any new construction of facilities shall be furnished to the City within sixty (60) days of completion of such construction. All as-built maps and drawings shall be drawn to scale and reference to a physical City benchmark to the extent the physical benchmark is in reasonable proximity to GRANTEE new installation. All mapping shall be provided in a format compatible to the City's present and future mapping systems. Alternatively, GRANTEE will pay for the cost of making the mapping compatible.

(c) Prior to its installation of any Telecommunications facilities in the public streets or public rights-of-way and after GRANTEE provides the City with its proposed plans for the Telecommunications facilities, the City may in its reasonable discretion designate certain locations to be excluded from use by GRANTEE for its Telecommunications facilities, including, but not limited to, ornamental or similar specially designed streets lights or other facilities or locations which, in the reasonable judgment of the City Engineer, do not have electrical service adequate for or appropriate for GRANTEE's facilities or cannot safely bear the weight or wind loading thereof, or any other facility or location that in the reasonable judgment of the City Engineer is incompatible with the proposed Telecommunications facilities or would be rendered unsafe or unstable by the installation. The City Engineer may further exclude certain other

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

Section 7. Insurance Requirements. At all times during the term of this Agreement and any renewal period, GRANTEE shall, at its expense, maintain the following insurance policies. Any required insurance shall be in a form and with an insurance company authorized to do business in South Carolina and have a rating of no less than A- VII by A.M. Best Co.

(a) *Commercial General Liability.* Commercial General Liability insurance coverage on an occurrence basis insuring against all claims, loss, cost, damage, expense, or liability from loss of life or damage or injury to persons or property arising out of any of the work or activity under or by virtue of this Agreement. The minimum limit of liability for such coverage shall be Two Million Dollars (\$2,000,000) combined single limit for any one occurrence. However, the parties acknowledge that GRANTEE may meet the policy limit in this section by combination of GRANTEE's General Commercial Liability Policy and GRANTEE's Umbrella or Excess Liability Policy.

(b) *Contractual Liability.* Broad form Contractual Liability insurance, including the indemnification obligations of GRANTEE set forth in this Agreement.

(c) *Workers' Compensation.* Workers' Compensation insurance covering GRANTEE's statutory obligation under the laws of South Carolina and Employer's Liability insurance for all its employees engaged in work under this Agreement.

(d) *Automobile Liability.* Automobile Liability insurance having minimum limits of liability of One Million Dollars (\$1,000,000) combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this Agreement.

(e) *Pollution Liability Insurance.* GRANTEE shall maintain during the life of this Agreement Pollution Liability Insurance in the amount of One Million Dollars (\$1,000,000) for each occurrence. Coverage shall be provided for bodily injury and property damage resulting from pollutants which are discharged suddenly and accidentally. Such insurance shall also provide coverage for cleanup costs.

(f) *Umbrella Coverage.* The insurance coverages and amounts set forth in this Section may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of Five Million Dollars (\$5,000,000).

(g) Prior to commencing construction pursuant to this Agreement or within ten (10) days after the granting of the franchise contemplated by this Agreement, whichever is sooner, GRANTEE shall provide the City with a memorandum certificate or certificates of insurance, showing the type, amount, effective dates, and date of expiration of the policies, and thereafter prior to the expiration of any such policy or change in the amount or conditions, of coverage. Such certificate or certificates and evidence of insurance shall include the City, its officers, agents, and employees as additional insureds. GRANTEE shall obtain a written obligation on the part of each insurance company to notify GRANTEE at least thirty (30) days before cancellation or a material change of any such insurance. Upon receipt of such notice from GRANTEE's insurance company, GRANTEE will immediately notify the City of any of the required coverages that are not replaced.

Section 8. Surety.

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

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

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

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

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

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

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

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

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

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

Section 11. Fees

(a) In consideration of the grant of authority to utilize the streets and public places of the City for the provision of Telecommunications Service, and in accordance with applicable law and ordinances, GRANTEE shall pay such franchise fees, business license taxes, and administrative fees as are presently permitted by Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, and as may be enacted and imposed by the City. GRANTEE shall also pay all such ad valorem taxes, service fees, sales taxes, or other taxes and fees as may now or hereafter be lawfully imposed on other businesses within the City. Provided, however, that in the event that Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, or other laws governing franchise fees, business license taxes and/or other fees with respect to Telecommunications Service shall be substantially modified by subsequent legislation or court decision, the provisions herein contained shall be brought into conformity with the changes in the applicable law by appropriate amendment to this agreement. If the limitations on the amount of franchise fees, administrative fees, and business license taxes on Telecommunications Service providers shall be removed or modified in the future, the City shall have the right to amend this agreement to impose such fair, reasonable, competitively neutral, and non-discriminatory fees and taxes as may then be permitted. GRANTEE will be free to challenge any tax or fee structure not in compliance with applicable law.

(b) For the use of the Right of Way, as defined by S.C. Code Section 58-9-2230, to provide Telecommunications Service, GRANTEE shall pay to the City a franchise fee in the amount of \$750 per annum which fee is in lieu of any permit fee, encroachment fee, degradation fee, or other fee assessed on a Telecommunications Service provider for use of the Right of Way to the extent required by S.C. Code Section 58-9-2230. The initial franchise fee shall be paid to the City on or before the effective date of this Agreement, and thereafter on January 2 of each calendar year the franchise remains in effect.

Section 12. Public Benefits. As a benefit to the public, GRANTEE agrees that it shall provide free, high-speed, state-of-the-art, fiber-fed public Wi-Fi service in such of the City's public parks as may be mutually agreed between GRANTEE and City. Such service shall be accessible to City residents and visitors, subject to GRANTEE'S terms of service and acceptable use policy. GRANTEE shall provide the City with an updated copy of GRANTEE'S terms of service and acceptable use policy whenever there are changes. Wi-Fi service will be installed and available no later than six (6) months after the

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

Section 13. General provisions.

(a) *Authority.* GRANTEE warrants and represents that it has obtained all necessary and appropriate authority and approval from all applicable federal, state and county agencies or authorities to provide all telecommunications facilities and services it intends to provide within the City, and upon request by the City will provide evidence of such authority.

(b) *Other remedies.* Nothing in this Agreement shall be construed as waiving or limiting any rights or remedies that the City or GRANTEE may have, at law or in equity, for enforcement of this Agreement.

(c) *Severability.* If any section, subsection, sentence, clause, phrase, or other portion of this Agreement, or its application to any person, is, for any reason, declared invalid, in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.

(d) *Nonenforcement.* Neither party shall be excused from complying with any of the provisions of this Agreement by any failure of the other party, upon any one or more occasions, to insist upon strict performance of this Agreement or to seek the other party's compliance with any one or more of such terms or conditions of this Agreement.

(e) *Conflicts of law.* If there is a conflict between the provisions of this Agreement and any law, whether federal, state, or City, including all future laws and ordinances, the law and conflicting Agreement provision will, to the extent reasonably possible, be construed so as to be consistent with each other and if such construction is not reasonably possible, the conflicting provision of this Agreement shall be deemed superseded by such law and have no effect, notwithstanding the contract clause of the United States Constitution.

(f) *Controlling law and venue.* By virtue of entering into this Agreement, GRANTEE agrees and submits itself to a court of competent jurisdiction in the City or in State Circuit Court in Lexington County, or in the United States District Court for the District of South Carolina, and further agrees that this Agreement is controlled by the laws of South Carolina or any applicable federal laws and that all claims, disputes and other matters shall be decided only by such court according to the laws of South Carolina or any applicable federal laws or by any regulatory body with jurisdiction, including the Federal Communications Commission.

(g) *Captions.* The section captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

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

(i) *Notices.* (a) Notices given pursuant to this Agreement shall be in writing and addressed as follows:

To the City: City Manager
 City of Cayce
 1800 12th Street
 P.O. Box 2004
 Cayce, South Carolina 29171

With a Copy to: City Attorney
 City of Cayce
 1800 12th Street
 P.O. Box 2004
 Cayce, South Carolina 29171

To GRANTEE: Chief Network Officer
 4100 Mendenhall Oaks Pkwy, Suite 300
 High Point, NC 27265

With a Copy to: General Counsel
 4100 Mendenhall Oaks Pkwy, Suite 300
 High Point, NC 27265

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

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

LUMOS FIBER OF SOUTH CAROLINA, LLC
A limited liability company

By: _____

Name: _____

Title: _____

State of _____

Town/County of _____, TO WIT;

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by _____, of Lumos Fiber of South Carolina, LLC, a _____ company.

Notary Public

My commission expires: _____

My registration number: _____

CITY OF CAYCE

A South Carolina municipal corporation

By: _____

Name: _____

Title: _____

STATE OF SOUTH CAROLINA
CITY OF CAYCE , to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Tracy Hegler, City Manager of the City of Cayce, on its behalf. She is personally known to me.

Notary Public

My commission expires: _____

My registration number: _____

COUNCIL ACTION REQUIRED

ACCOMMODATIONS TAX COMMITTEE – TWO (2) POSITIONS

Mr. Mark Burt's term on the Accommodations Tax Committee expires in February and he would like to serve again. Mr. Burt has served on the Committee since 1988, is currently the Chairman of the Committee and regularly attends the meetings. His reappointment application is attached for Council's review. The Accommodations Tax Committee currently has two (2) open positions that must be filled by someone who works at a Cayce restaurant. The City has received a potential member application from Ms. Sullange Solomon, the owner of Trini Lime Caribbean Café. Her application is attached for Council's review.

BOARD OF ZONING APPEAL – ONE (1) POSITION

The Board of Zoning Appeal currently has one (1) open position. The City has received potential member applications from Mr. Tyler Helms, Ms. Mary Winter Teaster and Mr. Des Latham in that order. (Mr. Latham also applied for the Standard Technical Codes Board of Appeal which also has an on position). Their applications are attached for Council's review.

EVENTS COMMITTEE – ONE (1) POSITION

The Events Committee currently has two (2) open positions. The City has received a potential member application from Ms. Tiffany Aull. Her application is attached for Council's review.

MUNICIPAL ELECTION COMMISSION – ONE (1) POSITION

The Municipal Election Commission currently has two (2) open positions. The City has received a potential member application from Ms. Mary Safko. Her application is attached for Council's review.

MUSEUM COMMISSION – ONE (1) POSITION

Mr. James Stewart's term on the Museum Commission expires in February and he would like to serve again. He has served on the Commission since 2021, is currently the Chairperson and regularly attends the meetings. His reappointment application is attached for Council's review.

PUBLIC SAFETY FOUNDATION – ONE (1) POSITION

The Public Safety Foundation currently has one (1) open position. The City has received a potential member application from Mr. Taylor Gilliam. His application is attached for Council's review.

STANDARD TECHNICAL CODES BOARD OF APPEALS – ONE (1) POSITION

The Standard Technical Codes Board of Appeals currently has one (1) opening. Members who serve on this Board must be either an Engineer, Contractor, Architect or Design Professional. The City has received a potential member application from Mr. Des Latham who has a Bachelor of Fine Arts in Commercial Interiors and worked for 35 years with Architectural and Construction firms. His potential member application is attached for Council's review.

NO COUNCIL ACTION REQUIRED

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

ACCOMMODATIONS TAX COMMITTEE – ONE (1) POSITION

The Accommodations Tax Committee advises Council on the expenditure of local accommodations tax funds for the purpose of promoting tourism, the arts and cultural affairs in the community. Members are selected from the hospitality and lodging industries, as well as from the community at large. The Committee currently has one (1) open position that must be filled by someone who works at a Cayce restaurant.

CAYCE MUNICIPAL ELECTION COMMISSION – TWO (2) POSITIONS

Commissioners observe the voting process on Election Day that is handled by Lexington County.

EVENTS COMMITTEE – ONE (1) POSITION

Works with City staff to plan and coordinate community events that encourage and foster good community relations and citizen participation.

APPOINTMENT PROCESS

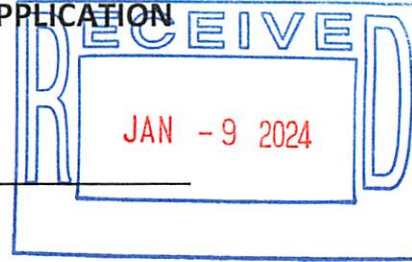
Cayce citizens have an opportunity to actively participate in the City through their services on a number of advisory boards, commissions, foundations and committees. These groups help shape and carry out policy.

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

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



CITY OF CAYCE
COMMITTEE MEMBER REAPPOINTMENT APPLICATION



Name: Mark Burt
Home Address: Deliesseline Dr City, State, Zip Cayce, SC 29033
Telephone: _____ E-Mail Address _____
Resident of Cayce: { **Yes** } { No } Number of Years 40

Please check the Committee for which you are applying for reappointment:

- { **Accommodations Tax Committee** { Beautification Board { Event Committee
- { Cayce Housing Authority { Museum Commission { Planning Commission
- { Consolidated 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: ResolvIT SC Position CEO
Address: 305 Deliesseline
City, State, Zip _____ Telephone: _____ Cayce, SC 29033
Fax: _____ E-Mail mburt@resolvitsc.com

Work Experience: CEO for an SAP Software Reseller. We provide software installations, implementations, training and support.

Educational Background: BS Business Administration- The Citadel

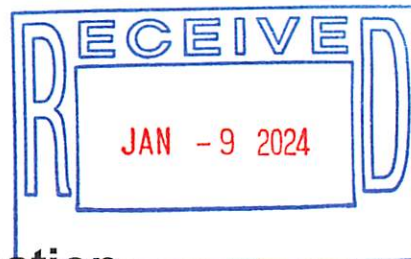
Membership Information (Professional, Neighborhood and/or Civic Organizations):

Lexington County Recreation Commissioner, BC Education Foundation

Volunteer Work: Coaching and mentoring

Hobbies: Golfing, travelling and boating

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



City of Cayce Potential Member Application

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

Date

1/9/2024

Name

Sullange Solomon

Home Address

South Carolina

Phone

Email

Are you a resident of Cayce?

No

Number of Years

Do you have a business in Cayce?

Yes

Number of Years

1

Committee(s) for which you are applying

Accommodations Tax Committee

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

No

If yes, specify below:

Work Address

2008 State Street, Cayce, South Carolina 29033

Phone

(803) 201-0917

Email

trinilimecaribbeancafe@gmail.com

Work Experience

Supervisor for over 15 years

Educational Background

Accounting and Business Management

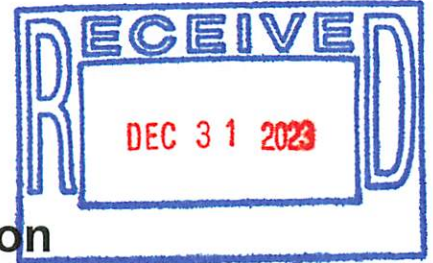
Membership Information (Professional, Neighborhood and/or Civic Organizations):

Volunteer Work:

Hobbies

Cooking, traveling, going to the beach

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



City of Cayce Potential Member Application

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

Date
1/1/2024

Name
Tyler Helms

Home Address
Spencer Place, Cayce, South Carolina 29033

Phone _____ **Email** _____

Are you a resident of Cayce? Yes **Number of Years** 24

Do you have a business in Cayce? No **Number of Years** _____

Committee(s) for which you are applying
Accommodations Tax Committee
Consolidated Board of Appeals
Planning Commission
Cayce Housing Authority
Board of Zoning Appeals
Cayce Beautification Foundation

Have you ever been convicted of a felony or misdemeanor other than a minor traffic violation?
No

If yes, specify below:

Work Address

Phone (803) 397-1274 **Email** helms.tyler9@gmail.com

Work Experience
I'd like to attach my resume. It would be too long to write out, I worked on a lot of projects working for Infrastructure, Consulting and Engineering

Educational Background
Soon will be starting my M.P.A, Masters in Public Administration

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

Community leader, Apart of Cayce Action Group.

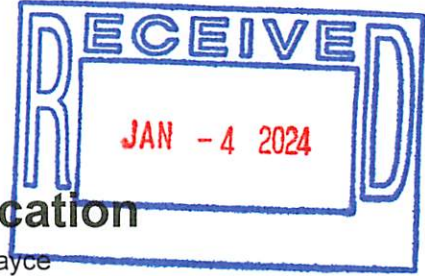
Volunteer Work:

Offense Assistant at North Greenville University Football. Offensive Assistant for Brookland-Cayce High School. Mentor at New Hope Academy. Help with the Cayce Action Group. Have always been an advocate for equality

Hobbies

Serving others is my calling in life. And I truly love the City of Cayce and taking the best interest in all of Cayce. I'm a 4th generation Bearcat!

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



City of Cayce Potential Member Application

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

Date

1/4/2024

Name

Mary Winter Teaster

Home Address

Congaree Bluff Avenue, Cayce, South Carolina 29033-4427

Phone

Email

Are you a resident of Cayce?

Yes

Number of Years

7

Do you have a business in Cayce?

No

Number of Years

Committee(s) for which you are applying

Board of Zoning Appeals

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

No

If yes, specify below:

Work Address

Colliers International of SC, Inc. 1301 GERVAIS STREET, SUITE 600, COLUMBIA, South Carolina 29201

Phone

(803) 401-4308

Email

mary.teaster@colliers.com

Work Experience

25 years in commercial real estate sales and leasing with Colliers International SC and CBRE, Columbia and prior to that spent 20 years in bank lending as commercial officer and business developer

Educational Background

B.S. in Journalism from University of South Carolina, Columbia

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

Served 4 years on City of Columbia Planning Commission, over 25 years continued involvement as board member, President and fund raiser for MIRCI, currently in 4th year on PRISMA-Midlands Board of Directors, 4 years on PRISMA Baptist Board of Directors and 2024 President Elect, serving 5th year as Board Member of The River Alliance, Former Board Chair for Girl Scouts SC - Mountains to Midlands and

5 year board member. Former board member of Midlands Business Leadership Group, Former President, Founding Member and over 12 years continuing member of CREW (Commercial Real Estate Women) Midlands. Current Congaree Bluff HOA Architectural Review Committee Member (first residents of CB 7 years ago), City of Cayce Neighborhood Committee representing Congaree Bluff, Central Carolina Realtor Association member for over 24 years and multi-year recipient of Circle of Excellence Award.

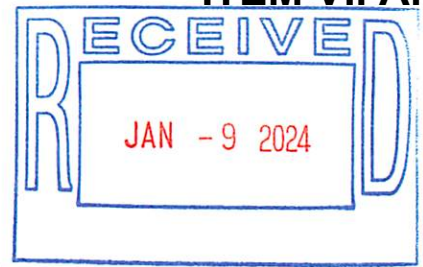
Volunteer Work:

Trenholm Road United Methodist Church, active member over 39 years and have attended 7 church mission trips to San Salvador (in last 10 years) also served on Church Council and currently on Church Missions Committee.

Hobbies

exercise, spending time with grandkids/family, playing golf, and reading

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



City of Cayce Potential Member Application

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

Date

1/9/2024

Name

Des Latham

Home Address

Oakland Ave, Cayce, SC, South Carolina 29033

Phone

Email

Are you a resident of Cayce?

Yes

Number of Years

10

Do you have a business in Cayce?

No

Number of Years

Committee(s) for which you are applying

Consolidated Board of Appeals

Board of Zoning Appeals

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

No

If yes, specify below:

Work Address

1045 Oakland Ave, Cayce, South Carolina 29033

Phone

(770) 655-9432

Email

des.latham@bellsouth.net

Work Experience

35 years of experience with Architectural and constructions firm in areas such as multifamily, hospitality, retail and industrial developments nationally and globally.

Educational Background

BFA Commercial Interiors, Minor Business Management, project manager to senior project manager at various firms as well a international business development manager.

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

Volunteer Work:

Hobbies

Community/neighborhood services, construction/building projects, gardening, cooking.

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



CITY OF CAYCE
POTENTIAL MEMBER APPLICATION

Name: Tiffany Aull Date
Home Address: Congaree Bluff City, State, Zip Cayce SC 29033
Telephone: E-Mail:
Resident of Cayce: [X] Yes [] No Number of Years: 0
Business in Cayce: [] Yes [X] No Number of Years:

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

- [] Accommodations Tax Committee [] Cayce Housing Authority [X] Events Committee
[] Consolidated Board of Appeals [] Municipal Election Comm [] Museum Commission
[] Planning Commission [] Board of Zoning Appeals [] Beautification Foundation
[] Cayce Public Safety Foundation

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

[] Yes [X] No If yes, specify below.

Work Address

Company: 1300 Brookland - Cayce H.S. Position: Assistant Principal
Address: 1300 State Street City, State, Zip Cayce S.C. 29033
Telephone: 803-791-5000 E-Mail: tiffany@lax2.org
Work Experience: teacher / Administrator

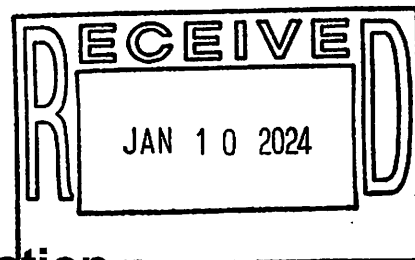
Educational Background: Brookland Cayce High School, University of S.C.
Southern Wesleyan University (MBA), Capella University (Bachelor's)

Membership Information (Professional, Neighborhood and/or Civic Organizations): (Masters Educational Leadership)
Cayce Woman's Club, Brookland - Cayce Foundation

Volunteer Work: Dickerson Center for Children

Hobbies: tennis, spending time with family, walking the curves.

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



City of Cayce Potential Member Application

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

Date

1/10/2024

Name

Mary M. Safko

Home Address

Oakland Avenue, Cayce, South Carolina 29033

Phone

Email

Are you a resident of Cayce?

Yes

Number of Years

24

Do you have a business in Cayce?

No

Number of Years

0

Committee(s) for which you are applying

Municipal Election Commission

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

No

If yes, specify below:

Work Address

1100 Oakland Avenue, Cayce, South Carolina 29033

Phone

(803) 404-0697

Email

mary.safko@gmail.com

Work Experience

Senior Management in Banking and Healthcare Fields (Bank of America, Wells Fargo, Lexington Medical Center, SleepMed)

Educational Background

Brookland Cayce High School, Midlands Technical College, University of South Carolina

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

Cayce Avenues Neighborhood Association, Banking Associations, Healthcare Associations, Medical Associations (membership, committee and board service)

Volunteer Work:

Boards and Committees of the Columbia Chamber, United Way, Girl Scouts, Carolina Ballet, American Association of Marketing & Advertising, Public Relations Society of America, American Hospital Association, American Medical Association; Litter Pickups; Neighbor Advocate

Hobbies

Painting Pottery, Gardening, Landscaping, Writing

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



CITY OF CAYCE
COMMITTEE MEMBER REAPPOINTMENT APPLICATION



Name: James Stewart

Home Address: State Street City, State, Zip Cayce, SC, 29033

Telephone: _____ E-Mail Address _____

Resident of Cayce: Yes No Number of Years 7

Please check the Committee for which you are applying for reappointment:

- Accommodations Tax Committee
- Beautification Board
- Event Committee
- Cayce Housing Authority
- Museum Commission
- Planning Commission
- Consolidated 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: New South Associates, Inc Position Principal Investigator

Address: 1819 Hampton Street

City, State, Zip Columbia, SC, 29201 Telephone: 803-771-7083 ext 181

Fax: _____ E-Mail jstewart@newsouthassoc.com

Work Experience: 17 years professional archaeologist

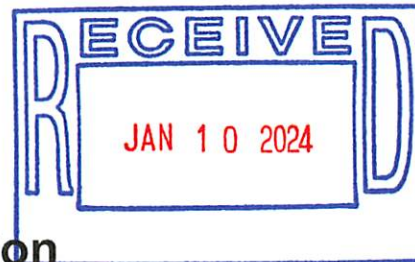
Educational Background: Master of Arts and Bachelor's Degree in Anthropology from the University of South Carolina

Membership Information (Professional, Neighborhood and/or Civic Organizations):
Archaeological Society of South Carolina Midlands Chapter, Cayce Museum Commission (Chair), Cayce Historic Foundation, Council of South Carolina Professional Archaeologists (President)

Volunteer Work: Christmas Traditions

Hobbies: Gardening and Woodworking/Carpentry

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



City of Cayce Potential Member Application

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

Date

1/10/2024

Name

Taylor Gilliam

Home Address

Eldon Drive, Cayce, South Carolina 29033

Phone

(803)

Email

Are you a resident of Cayce?

Yes

Number of Years

8

Do you have a business in Cayce?

No

Number of Years

Committee(s) for which you are applying

Cayce Public Service Foundation

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

No

If yes, specify below:

Work Address

1525 Senate Street, Room 386, Columbia, South Carolina 29208

Phone

(803) 777-3405

Email

GilliaTD@mailbox.sc.edu

Work Experience

Attorney: private practice, government work, public interest

Educational Background

Business degree from The Citadel (2011), J.D. from the Univ. of SC (2014)

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

Previous HOA President, Concord Park; President of SC Bar Young Lawyers Division; past President of Lexington Citadel Club

Volunteer Work:

Transitions Homeless Shelter, Sistercare

Hobbies

3D printing; trivia

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