

Mayor
Elise Partin

Mayor Pro-Tem
James E. Jenkins

Council Members
Phil Carter
Ann Bailey-Robinson
Tim James

City Manager
Tracy Hegler

Assistant City Manager
James E. Crosland



Item III. D. (Emergency Ordinance Requiring Face Coverings in the City) was revised before the Council Meeting.

**The approved Ordinance can be found at the link below.
[eo92021.pdf \(caycesc.gov\)](#)**

**Face coverings must be worn to enter City Hall
and attend this meeting. There are no exceptions.**

**City of Cayce
Public Hearing and Regular Council Meeting
Tuesday, September 7, 2021
6:00 p.m. – Cayce City Hall – 1800 12th Street
[www.caycesc.gov](#)**

PUBLIC HEARING REGARDING HOUSING AUTHORITY OF THE CITY OF CAYCE, SOUTH CAROLINA MULTIFAMILY HOUSING REVENUE BONDS (ABBOTT ARMS PROJECT), SERIES 2021

- I. Opening Statement
- II. Public Testimony
- III. Close Hearing

REGULAR COUNCIL MEETING

I. Call to Order

- A. Invocation and Pledge of Allegiance
- B. Approval of Minutes
August 3, 2021 Regular Council Meeting
August 18, 2021 Regular Council Meeting

II. Public Comment Regarding Items on the Agenda

III. Resolutions and Ordinances

- A. Consideration and Approval of Resolution Approving Affordable Housing Bond Issue as Required Under Federal Tax Regulations
- B. Consideration and Approval of Resolution Designating an Authorized Representative and Contact Person for Purposes of the American Rescue Plan Act of 2021
- C. Discussion and Approval of Ordinance 2021-18 Amending Section 5.7 of the Zoning Ordinance and Sections 5-4.7 and 6-17 of the Land Development Regulations to Address Cross Access between Commercial Uses and Residential Uses – First Reading

- D. Discussion and Approval of Emergency Ordinance 2021-19 Requiring Individuals To Wear Face Coverings in Certain Circumstances, and Other Matters Related Thereto

IV. Discussion Items

- A. Discussion and Approval of the Accommodations Tax Committee's Recommendation for Distribution of Funding for FY21/22
- B. Discussion and Approval of Hospitality Tax Grant Funding for 2021
- C. Discussion and Approval Authorizing the City Manager to Enter into Two (2) Agreements with Republic Services for Waste Disposal Services from the Wastewater Treatment Plant and the Septage and Grease Facility

V. Committee Matters

- A. Approval to Enter the following Committee Approved Minutes into the City's Record
 - Planning Commission – June 21, 2021
 - Museum Commission – July 15, 2021
 - Events Committee – July 15, 2021
- B. Appointments and Reappointments
 - Events Committee – One (1) Position
 - Planning Commission – One (1) Position
 - Museum Commission – One (1) Position

VI. City Manager's Report

VII. Council Comments

VIII. 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

X. Possible actions by Council in follow up to Executive Session

XI. Adjourn

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

Public Hearing

NOTICE OF A PUBLIC HEARING REGARDING HOUSING AUTHORITY OF THE CITY OF CAYCE, SOUTH CAROLINA MULTIFAMILY HOUSING REVENUE BONDS (ABBOTT ARMS PROJECT), SERIES 2021

NOTICE IS HEREBY GIVEN that, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), the City Council of the City of Cayce, South Carolina (“City”) will hold a public hearing (“Public Hearing”) on its own behalf and on behalf of the Housing Authority of the City of Cayce, South Carolina (the “Authority”), regarding the above-referenced bond issuance by the Authority on **September 7, 2021 at 6:00 p.m., or as soon thereafter as the matter can be heard**. The Public Hearing will be held in Council Chambers, Cayce City Hall, 1800 12th Street, Cayce.

The Authority, a city housing authority organized under and pursuant to the provisions of Title 31 Chapter 3 Article 5 of the Code of Laws of the State of South Carolina, as amended intends to issue its Multifamily Housing Revenue Bonds (Abbott Arms Project) Series 2021 in an aggregate principal amount not to exceed \$11,000,000 (the “Bonds”) to finance a loan to DGA Cayce LP, a Tennessee limited partnership (the “Borrower”). The proceeds of the Bonds will be used to (i) provide funds to finance the costs of acquiring and rehabilitating of a 100-unit multifamily development located in the City known as Abbott Arms (“Project”), and (ii) pay the costs of issuance of the Bonds.

The Project is located at 2011 Wilkinson Street, Cayce, South Carolina 29033. The Project will be initially owned by FAH Holdings – Cayce, LLC and operated by the Borrower. The Bonds are special, limited obligations of the Authority payable solely out of the revenues derived from the repayment of the loan by the Borrower and certain funds and accounts established for the Bonds. The Bonds will not constitute an indebtedness of the City, the State of South Carolina (“State”) or any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation (other than indebtedness payable only from a revenue-producing project or special source) nor give rise to a pecuniary liability of the City, the State, or any political subdivision thereof. The Bonds will not constitute a charge against the general credit or any taxing powers of the City, the State, or any political subdivision thereof.

Any persons who wish to present comments during the Public Hearing to express their views for or against the proposed issuance of the Bonds, the location and nature of the Project, or the approval of the issuance of the Bonds must sign up with the City’s Municipal Clerk no later than the beginning of the Public Hearing. Oral comments will be limited to not more than 5 minutes in duration. Those who present comments during the Public Hearing will be permitted to address the City regarding the Project or the Bonds. Members of the public may also submit views to the City in writing to Municipal Clerk, 1800 12th Street, Cayce, South Carolina 29033 or via email to MCorder@cityofcayce-SC.gov.



Mayor Elise Partin	Mayor Pro-Tem James E. Jenkins	Council Members Ann Bailey-Robinson Phil Carter Tim James	City Manager Tracy Hegler	Assistant City Manager James E. Crosland
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**City of Cayce
Regular Council Meeting
August 3, 2021**

A Regular Council Meeting was held this evening at 6:00 p.m. via Zoom video and conferencing software. Those present included Mayor Elise Partin, Mayor Pro Tem James Jenkins and Council Members Ann Bailey-Robinson, Phil Carter and Tim James. City Manager Tracy Hegler, Assistant City Manager Jim Crosland, Municipal Clerk Mendy Corder, Planning Director Wade Luther, Finance Director Kelly McMullen, IT Director Jamie Beckham and City Attorney Danny Crowe were also in attendance.

Mayor Partin asked if members of the press and the public were duly notified of the meeting in accordance with the FOIA. Ms. Corder confirmed they were notified. Mayor Partin stated that the meeting was being recorded through Zoom. She stated that the public was provided a call in number to be able to follow all of the City business as normal. She asked any caller to mute their audio so there would not be any feedback. She stated that the meeting organizer was also able to mute calls. Mayor Partin stated that the public could speak on any item on the agenda if they prearranged speaking with the City's Municipal Clerk.

Call to Order

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

Approval of Minutes

Mayor Pro Tem Jenkins made a motion to approve the July 14, 2021 Regular Council Meeting minutes as written. Council Member Bailey-Robinson seconded the motion which was unanimously approved by roll call vote.

Public Comment Regarding Items on the Agenda

Mayor Partin stated that anyone who contacted the Municipal Clerk regarding speaking at the meeting would be called on by Ms. Corder. She stated that Ms. Corder would call their name in the order in which they called in to speak. She stated that when Ms. Corder called a name, the City's IT Director would unmute that person, if on camera. If calling by phone, one would need to press *6, when called upon. She stated staff would help any speaker if needed. Mayor Partin stated that per the guidelines for Public Comment via Zoom, only those who signed up with the Clerk prior to the Council Meeting would be called upon during the meeting. She asked that when one began to speak to please give their name and full address and proximity to the item they were addressing.

Ms. Nancy Stone-Collum, 1222 H Avenue, signed up to speak on Item III. A. She stated that she lived directly across the street from the proposed Cook Out Restaurant location. She stated that since the decision on the rezoning was a foregone conclusion and votes would not be changed she wanted to address the process. She stated that she and her neighbors did not initially meet with the Cook Out representatives because it was too soon and they had just begun their research. Ms. Stone-Collum provided comments about various conversations she has had with residents, City staff and the rezoning applicant. Lastly, she stated that she understood that the City could not require a deed restriction but could urge a corporate citizen to implement one. Ms. Stone-Collum stated that there were two (2) more split zoned properties between Knox Abbott Drive and H Avenue and they would have to be addressed at some point. She stated that they both still had the forty foot buffer.

Ms. Nancy Drew, 921 M Avenue, signed up to speak on Item III. A. She stated that she agreed with Ms. Stone-Collum that the results were a foregone conclusion and she found that to be very grievous. She stated that she did not feel that the people had been properly listened to. She stated that she read the minutes from the July 14, 2021 Council Meeting and did not agree with everything they said. Ms. Drew read a section of the City's Comprehensive Plan that she stated pertained to the area on H Avenue that was being discussed.

Ms. Janet Burke, 1234 H Avenue, signed up to speak on Item III. A. She stated that she had some questions she would like answered. She asked why the lots on Knox Abbott Drive were initially zoned commercial and residential. She stated that she believed it was done to provide a buffer for the 1200 block of H Avenue, to limit encroachment of commercial use and to ensure the integrity of the neighborhood and the community. She stated that she believed it was Council's responsibility to find out why and when it was split zoned and identify and clarify and investigate any and all deed restrictions that may apply to the property.

Ms. Jackie Banton, 1226 H Avenue, signed up to speak on Item III. A. She stated that she agreed with everything the previous speakers said and wanted to thank her neighbors for gathering information. She stated that she was devastated because she thought the proposed rezoning would greatly affect her neighborhood. She stated that she would like the current zoning to stay in place until a deed restriction was agreed to be placed on the lot by Cook Out. Ms. Banton stated that she knew the City could not enforce a deed restriction but stated that it affected the livelihoods of the people who lived in that area.

Ordinances and Resolutions

- A. Discussion and Approval of Ordinance 2021-17 Amending Zoning Map and Rezoning Split Zoned Property Located at 1204 Knox Abbott Drive (TMS#

004633-06-009) from RS-3 (Single Family Residential) and C-4 (Highway Commercial) to C-4 (Highway Commercial) – Second Reading

Mayor Partin asked if Item III. A. could be postponed. She stated that she was concerned about something she saw on the proposed drawing. She stated that she did support the commercial use of the property and believed Council did as well, because it was a commercial corridor. She stated some new concerns were identified in the City's Land Development Regulations such as a lack of regulating cross access to other parcels. She stated that it was different than direct access onto H Avenue from the subject property which the City did have an Ordinance that addressed that. She stated that the deficiencies should be addressed before any rezoning of a property was approved abutting a residential street and homes. Mayor Partin stated that it would ensure that the City's regulations and Ordinances led to harmonious development. She asked if Council was amenable to defer the second reading of the rezoning up to ninety days to allow staff to address those items in the City's Zoning Ordinance and Land Development Regulations.

Council Member James stated that he believed that Mayor Partin and staff had been very open in working with others throughout the process and in as much when Council and staff learned something that caused them to want to look further than it's just part of good leadership to do so. Council Member James made a motion to postpone Item III. A. up to ninety days. Mayor Pro Tem Jenkins seconded the motion which was unanimously approved by roll call vote.

B. Consideration and Approval of Resolution Declaring Filing Dates for Candidacy for Municipal Elections

Council Member James made a motion to approve the Resolution declaring filing dates for candidacy for municipal elections. Council Member Carter seconded the motion which was unanimously approved by roll call vote.

C. Consideration and Approval of Resolution Approving Financing Terms for General Fund Vehicle Lease Purchases

Ms. Hegler stated that eight (8) new Public Safety vehicles and one (1) City Administrative vehicle were approved for purchase by Council in the 2021-2022 Fiscal Budget. She stated that the total value and thus financing for all vehicles and equipment would total \$429,034. City staff contacted 18 financial institutions and requested lease purchase financing proposals for the vehicles and equipment based on the purchase price. The City received three (3) responses - First Citizens Bank: three (3) years at 1.16% fixed or four (4) years at 1.34% fixed, United Bank: three (3) years at 0.99% fixed or four (4) years at 1.24% fixed and US Bank: three (3) years at 1.311% fixed or four (4) years at 1.454% fixed. Ms. Hegler stated that if the City approved the United Bank quote, annual payments (with no down payment) would be as follows: \$145,205 annually for

three (3) years at 0.99% (total interest paid \$6,581) or \$109,996 annually for 4 Years at 1.24% (total interest paid \$10,950). She stated that the payments would be monthly in arrears. Funding of \$61,060.00 (for six (6) months of lease payments) was included in the FY 2021-2022 General Fund budget and would be included in successive years.

Ms. Hegler stated that staff recommended that the lease/purchase contract be awarded to United Bank for a four (4) year term contract at 1.24% with annual payments in arrears of \$109,996 for principal and interest. She stated that staff also recommended that Council approve a Resolution Approving Financing through United Bank and that the City Manager be authorized to execute the contract documents.

Council Member Carter made a motion to approve a Resolution authorizing and approving financing through a Lease/Purchase with United Bank and awarding of the Lease/Purchase Contract to United Bank for eight (8) Public Safety Vehicles and one (1) City Administrative Vehicle. Mayor Pro Tem Jenkins seconded the motion which was unanimously approved by roll call vote.

Discussion Items

A. Discussion and Approval of Bid Award for Professional Auditing Services

Ms. Hegler stated that Council approval was needed to accept the proposal from Mauldin & Jenkins Certified Public Accountants for the City's professional auditing services and to authorize the City Manager to negotiate and execute a contract between the City of Cayce and Mauldin & Jenkins. She stated that as part of the City's efforts to update contracts and ensure best practices for procurement of services and competitiveness, the City issued an RFP for professional auditing services. She stated that due to the distinctive nature of the City's services within the local region, staff detailed the RFP so that qualified vendors would understand the overall complexity of the City's water and sewer utilities and its impact on general fund operations.

Ms. Hegler stated that the City issued the RFP for Professional Auditing Services on June 4, 2021 and received proposals from four (4) firms. She stated that at their initial meeting, the RFP Committee chose to request additional information from two (2) top firms in lieu of a formal interview process. Those top two (2) firms and their fees were Mauldin & Jenkins CPAs at \$64,500 and Robert E. Milhous CPA at \$81,000. She stated that after being provided with the additional information requested, the RFP Committee scored all responding firms based on the following criteria: responsiveness to the City's RFP Requirements, scope and extent of services offered, experience of Auditor and individuals assigned to the City's Municipal and Utility engagements and the cost of services proposed. Ms. Hegler stated that City staff then contacted similar clients of the top auditing firm whose proposal provided the best combination of those core criteria. After the conclusion of internal discussions and scoring, staff recommended that the City award its Professional Auditing Services to Mauldin &

Jenkins Certified Public Accountants.

Council Member Bailey-Robinson made a motion to approve the proposal from Mauldin & Jenkins Certified Public Accountants and authorize the City Manager to negotiate and execute a contract, not to exceed \$65,000, between the City of Cayce and Mauldin & Jenkins. Council Member Carter seconded the motion. Mayor Pro Tem Jenkins asked what the length of the contract was. Ms. McMullen stated that the contract was for two (2) years with two (2) one (1) year extension options. Mayor Partin called the question which was unanimously approved by roll call vote.

B. Discussion and Bid Award for Public Safety Fire Ladder Truck

Ms. Hegler stated that Council approval was needed in order to accept the proposal from Safe Industries for the purchase of a new Public Safety Fire Ladder Truck and to authorize the City Manager to negotiate and execute a contract between the City of Cayce and Safe Industries. She stated that in November 2019, the City applied for a Community Development Block Grant (CDBG) for a Fire Ladder Apparatus. In September 2020, the City was awarded \$600,000 in CDBG funds from Lexington County for this purchase. Subsequently, an RFP was issued by the City for the purchase of a Fire Ladder in May 2021. She stated that the RFP was advertised on a dedicated City webpage and was also made available on the South Carolina Business Opportunities (SCBO) portal. Ms. Hegler stated that the City received two (2) proposals: Safe Industries/E-One for \$1,415,000 and Phoenix Fire/Rosenbauer for \$1,105,671.

Ms. Hegler stated that the Phoenix Fire proposal did not properly follow the City's RFP instructions and was overall unclear. The RFP Committee could not determine if their proposed apparatus would fit in the City's fire house bay, which was detailed in the City's specifications. Also, the proposed list price of \$1,105,671 was not inclusive of all the specifications staff requested, and which were included in Safe Industries' price. She stated that because of these issues, and after consultation with Lexington County Procurement, the RFP Committee determined the Phoenix Fire proposal to be "unresponsive" and, therefore, scored only Safe Industries based on the following criteria: responsiveness to the City's needs/technical specifications and quality, experience, reputation and resources of the vendor, quality and location of service/repair facility and cost. Ms. Hegler stated that City staff also submitted questions to the vendor in lieu of a formal interview in order to clarify whether the proposal provided the best combination of the core criteria. After the conclusion of external communications, internal discussions and scoring, staff recommended that the City award the Public Safety Fire Ladder to Safe Industries.

Ms. Hegler stated that funding for the ladder truck included a combination of CDBG grant award and other reimbursements, leaving a remaining balance of \$125,304.00. She stated that staff recommended Council approve the proposal from Safe Industries and authorize the City Manager to negotiate and execute a contract

between the City of Cayce and Safe Industries. Further, staff recommended the balance not to exceed \$125,304.00, and if necessary after contract negotiations, be funded by the General Fund Reserves. Ms. Hegler stated that this recommendation offered the best combination of competitive costs and suitable equipment necessary to meet the needs of the City.

Council Member James made a motion to accept the proposal from Safe Industries for the purchase of a new Public Safety Fire Ladder Truck and to authorize the City Manager to negotiate and execute a contract between the City of Cayce and Safe Industries. Council Member Bailey-Robinson seconded the motion. Council Member James stated that Ms. Hegler, City staff and Council had done a great job of being able to work outside the box to get the funds for such a large purchase. He stated that a ladder truck was extremely needed and helped fire fighters save lives. Mayor Partin called the question which was unanimously approved by roll call vote.

C. Discussion and Approval Authorizing the City Manager to Enter into an Agreement with Synovus Bank for a Purchasing Card

Ms. Hegler stated that at the February 17, 2021 Council Meeting Council approved staff's recommendation to award the City's banking services to Synovus Bank. Ms. Hegler stated that as part of that award, the City Finance Office needed to transition its current credit card program for City staff from BB&T to Synovus Bank. She stated that the Purchasing Card platform available through Synovus Bank would also aid in the City's technological growth by allowing the addition of an Accounts Payable (AP) Solutions product, where vendor payments could be made by the City via credit card and Automated Clearing House (ACH). She stated that this future AP Solutions service would also earn monetary annual rebates. She stated that the City currently had a combined credit limit for all purchasing cards with BB&T totaling \$45,000. Ms. Hegler stated that currently, City staff was seeking approval from Council to transition the City's current credit card accounts from BB&T to Synovus. She stated that Synovus Bank required this action of Council, separate from the approval of their agreement.

Ms. Hegler stated that staff recommended Council approve the City Manager entering into the purchasing card agreement with Synovus Bank and authorize the City Treasurer to act as Administrator to the program. She stated that Staff also recommended Council approve a combined credit limit of \$45,000 for the Purchasing Card and AP Solutions products from Synovus.

Council Member Bailey-Robinson made a motion to approve the City Manager entering into the purchasing card agreement with Synovus Bank, authorize the City Treasurer to act as program administrator and approved the combined credit limit of \$45,000. Mayor Pro Tem Jenkins seconded the motion which was unanimously approved by roll call vote.

City Manager's Report

Ms. Hegler stated that City staff would be assisting DOT with grass cutting on 12th Street and the Interstate 77 bridges. She stated that Court was completely caught up with nine (9) jury trials being scheduled for August thru October. She stated that the reservoir had been cleaned, repaired, and refilled so it would be ready for the rest of the storm season. She stated that brick and mortar business licenses were 100% accounted for. She stated that City staff members Kelly McMullen and Sarah Harris did an excellent job with current RFP's. She stated that kudos should be given to staff for preparing and processing several very professional and thorough RFP's.

Committee Matters

- A. Approval to Enter the following Committee Approved Minutes in the City's Record
Museum Commission – April 7, 2021
Cayce Housing Authority – April 13, 2021
Museum Commission – May 5, 2021
Events Committee – June 10, 2021

Council Member James made a motion to approve entering the Committee approved April 7, 2021 Museum Commission minutes, the April 13, 2021 Cayce Housing Authority minutes, the May 5, 2021 Museum Commission minutes and the June 10, 2021 Events Committee meeting minutes into the record. Council Member Carter seconded the motion which was unanimously approved by roll call vote.

- B. Reappointments
Standard Technical Codes Board of Appeals – Two (2) Positions

Mayor Partin stated that there were two (2) terms on the Standard Technical Codes Board of Appeals that had expired. Mr. Craig Kirby and Mr. William Michael Sexton had been contacted by staff and both wished to serve again. Council Member Carter made a motion to reappoint Mr. Kirby and Mr. Sexton to the Standard Technical Codes Board of Appeals. Council Member Bailey Robinson seconded the motion which was unanimously approved by roll call vote.

Council Comments

Mayor Partin thanked City staff for being so hard working. She stated that the agenda packets that staff put together for each Council Meeting was for Council and also the public to know everything that staff and Council were doing on a regular basis. She thanked Council for being thoughtful about the decisions they made and stated she was honored to serve with them.

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

There were not any items to be discussed in Executive Session.

Adjourn

Mayor Pro Tem Jenkins made a motion to adjourn the meeting. Council Member James seconded the motion which was unanimously approved by roll call vote. There being no further business, the meeting adjourned at 6:41 p.m.

Elise Partin, Mayor

ATTEST:

Mendy Corder, CMC, Municipal Clerk



Mayor
Elise Partin

Mayor Pro-Tem
James E. Jenkins

Council Members
Ann Bailey-Robinson
Phil Carter
Tim James

City Manager
Tracy Hegler

Assistant City Manager
James E. Crosland

**City of Cayce
Regular Council Meeting
August 18, 2021**

The August Regular Council Meeting was held this evening at 6:00 p.m. in Council Chambers. Those present included Mayor Elise Partin, Mayor Pro Tem James Jenkins and Council Members Ann Bailey-Robinson, Phil Carter and Tim James. City Manager Tracy Hegler, Assistant City Manager Jim Crosland, Municipal Clerk Mendy Corder, IT Director Jamie Beckham and City Attorney Danny Crowe were also in attendance.

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

Call to Order

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

Public Comment Regarding Items on the Agenda

No one signed up for Public Comment.

Presentations

A. Presentation of Mayor Partin's 2021/2022 Youth Involvement Task Force

Mayor Partin stated that she was excited to have her Youth Involvement Task Force in attendance. She stated the inaugural Task Force was last school year and two of the members had agreed to be advisors to the current group. She stated that the new group would help amplify all the great events the City holds so the local youth can participate and be involved and have a voice in everything the City does. Mayor Partin stated the Youth Group would have an opportunity to volunteer at City events and attend Council Meetings to learn about city government and all that is done to make Cayce the great city that it is.

Mayor Partin asked the advisors to step to the podium and introduce themselves to Council. Ms. Anna Pete Davis introduced herself. She stated that she goes by Pete and graduated from Airport High School in 2021 with Honors of Distinction. She stated that she was in the top 5% of her class and was involved in student government, volleyball, Beta Club and the National Honor Society. Ms. Davis stated that she signed up for Mayor Partin's Task Force because she wanted to get involved in her community and she loved the City of Cayce. She stated that she was excited to serve as an advisor to the new group.

Mr. Matt Edwards introduced himself to Council. He stated that he graduated from Brookland Cayce High School in 2021 and was the student body Secretary. He stated he joined Mayor Partin's Task Force to help the community and get the youth involved so their voice could be heard.

The Mayor's Youth Involvement Task Force for 21/22 introduced themselves to Council. Ms. Lakeria Pearson stated that she was a senior at Airport High School. Ms. Emily Kyzer stated that she was a junior at Airport High School. Mr. Dylan Whitman stated that he was a senior at Brookland Cayce High School and served as the Student Body President. Ms. Chloe Sturkie stated that she was a senior at Airport High School. Ms. Arianna Pee stated that she was a senior at Airport High School. Ms. Alondra Del Valle stated that she was a senior at Airport High School. Ms. Ella McFarland stated that she was a junior and home schooled. Council and staff that was in attendance introduced themselves to the youth group.

B. Presentation by Parker Poe and DGA Cayce, LP re Abbott Arms

Ms. Emily Luther with Parker, Poe introduced herself to Council. She stated that Mr. Craig Cobb with DGA Cayce, LP would do the majority of the presentation. She stated that he was the developer and he would introduce Ms. Nikki Lykes, the manager of the property. Mr. Cobb stated that Ms. Lykes had been with the property for 20 years and lived on site. He stated they were excited about the project at Abbott Arms. He stated that they were doing a large, substantial renovation using low income housing tax credits. He stated that the scope of work would be approximately seven (7) million dollars and would be a full renovation of the property.

Mr. Cobb stated that the property was built in the early 1970's and had not had any major renovations during that time. He stated that cabinets, countertops, flooring and appliances would be replaced and the exterior would be replaced as well. He stated that his favorite part of the project was a new community building on site with a proper leasing office, business center, a kitchen, a fitness facility and a new playground. Ms. Lykes stated that the property's residents were really excited about the upcoming improvements. She stated that Abbott Arms Apartments had come a long way and she was very proud of that.

Ms. Luther stated that the project was a rehabilitation and the acquisition would be financed partially with tax credit investment and partially with bonds issued by the Cayce Housing Authority. She stated that as part of the process she and Mr. Cobb were required to come before Council and request a Public Hearing and Council would adopt a Resolution as part of the Public Hearing. She stated that the Public Hearing and the Resolution did not obligate the City of Cayce with respect to the bonds. Ms. Luther stated that it was just part of the regulation under the IRS's rules that govern the issuance of the bonds. She stated that there was also an agreement between the City and the property that was required.

Council Member Carter asked for details on the logistics of moving a family while their home was being renovated. Mr. Cobb stated that no one would be permanently displaced. He stated that there may be some temporary relocations but the developer would be responsible for the cost involved in that. He stated that they would find the residents a place to go and that it could possibly be on site in vacant units. He stated that they would assist the resident every step of the way in finding temporary housing. Mr. Cobb stated that it should take 25 – 30 days to renovate each unit. He stated that there were four (4) units in each building. Council Member Carter asked what the total length of the project was. Mr. Cobb stated that it should take 12 months or less.

Council Member James asked when the plan in place for relocation would be communicated to the residents to ease any fear that they might have. Mr. Cobb stated that when they were closer to the closing date they would start communicating more with the residents. He stated that they would hold smaller resident meetings so they could communicate with each family. He stated that at that time they would have a building by building schedule.

Resolutions

A. Consideration and Approval of Resolution Authorizing the Execution and Delivery of a Fee Agreement; and Other Matters Relating Thereto

Ms. Hegler stated that as part of the Abbott Arms upgrade staff had negotiated, at Council's request, a fee in lieu agreement with the developer for a tax rate structure. She stated that to approve the fee in lieu of Council would need to approve the Resolution and authorize her to enter into the agreement. She stated that if that passed the next steps would be the Public Hearing. She stated that if the developer became tax exempt then they would continue to pay their fees to the City.

Mayor Pro Tem Jenkins made a motion to authorize the execution and delivery of a fee agreement. Council Member James seconded the motion which was unanimously approved by roll call vote.

Discussion Items

A. Discussion and Approval Authorizing the City Manager to Enter into a Fee Agreement with DGA Cayce, LP

Council Member James made a motion to authorize the City Manager to enter into a fee agreement with DGA Cayce, LP. Council Member Bailey-Robinson seconded the motion which was unanimously approved by roll call vote.

City Manager's Report

Ms. Hegler stated that staff met with SCDOT on Blake Drive that morning and everything seemed to be on track with the project. She stated that the swap from BB&T to Synovus bank was almost complete. She stated that school was back in session and the City's SRO's were very busy. She stated that staff was doing really well as a City with cyber security thanks to the IT team ensuring that everyone was well trained to spot attacks via email. She stated that the City's "click" rate was 1%, when most similarly sized municipalities were 4%. She stated that a Special Planning Commission meeting was scheduled for Monday, August 23.

Council Comments

Council Member James stated that he wanted to share some numbers he had just received from Lexington Medical Center before the meeting. He stated that day was the single busiest day of COVID admissions throughout the entire pandemic. 32 people were admitted that day. He stated that 175 patients were in-patient, 55 of which were in ICU. He stated that 51 additional patients were on ventilators. He stated that staffing considerations were becoming a major concern. He stated that Lexington Medical Center was stopping many of its surgeries and was closing its Irmo location so they could bring the staff from that location to the West Columbia location to help care for the many COVID patients. He stated that he shared this information to state that vaccinations were the answer. He stated that the high numbers would affect all patient care because the hospital was overrun by COVID patients. He stated that he thought it was important that everyone knew what was going on in their own community and at a nationally recognized hospital. Council Member James stated that over 900 people were tested for COVID and 33% were positive.

Council Member James stated that he and Ms. Hegler received an email from two (2) residents about how what an exemplary staff member Tim Bozeman, a City Parks staff member, was. He stated that the residents had so many accolades for Mr. Bozeman. He stated that the City had excellent staff.

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

There were not any items to discuss in Executive Session.

Adjourn

Council Member Carter made a motion to adjourn the meeting. Council Member Bailey-Robinson seconded the motion which was unanimously approved by roll call vote. There being no further business, the meeting adjourned at 5:26 p.m.

Elise Partin, Mayor

ATTEST:

Mendy Corder, CMC, Municipal Clerk

STATE OF SOUTH CAROLINA)	RESOLUTION
)	
LEXINGTON COUNTY)	APPROVING AFFORDABLE HOUSING
)	BOND ISSUE AS REQUIRED UNDER
CITY OF CAYCE)	FEDERAL TAX REGULATIONS

WHEREAS, DGA Cayce, LP, or its successors or assigns (the “Borrower”), has represented to the City Council (the “City Council”) of the City of Cayce, South Carolina (the “City”) that it desires to finance the costs of acquiring and rehabilitating Abbott Arms Apartments, consisting of a total of 100 units, located at 2011 Wilkinson Street, Cayce, South Carolina 29033 (the “Project”);

WHEREAS, the Borrower has further represented to the City Council that substantial cost savings would be recognized by financing the Project through a plan of financing consisting of the issuance by the Housing Authority of the City of Cayce, South Carolina (the “Issuer”) of its multifamily housing revenue bonds, in one or more series, in the aggregate principal amount not to exceed \$25,000,000 (the “Bonds”) to finance the Project;

WHEREAS, the Borrower has further represented to the City Council that a portion of the proceeds of the Bonds would be used for the purpose of (a) financing the cost of acquiring and rehabilitating the Project and (b) paying the costs of issuance of the Bonds;

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended, including the U.S. Treasury Regulations promulgated thereunder (collectively, the “Code”), requires as a condition of exclusion from gross income for federal income tax purposes of the interest on private activity bonds, that the issuance of private activity bonds, as defined in Section 141(a) of the Code, such as the Bonds, be approved, after a public hearing following reasonable public notice, by the governmental unit on behalf of which such bonds are to be issued (the “Issuer Approval”) and the governmental unit having jurisdiction over the area in which the bonds financed property is located (the “Host Approval”);

WHEREAS, the City Council constitutes the elected legislative body of the City and the Borrower has represented to the City Council that it is the applicable elected representative required to provide the Issuer Approval and Host Approval to approve the issuance of the Bonds for the purpose of financing the Project within the meaning of Section 147(f) of the Code;

WHEREAS, the Borrower has requested the City Council, pursuant to Section 147(f) of the Code, to provide the Issuer Approval and Host Approval to approve the issuance by the Issuer of the Bonds for the purpose of providing funds to the Borrower to finance the Project;

WHEREAS, on August 30, 2021, the City published on its website a notice of public hearing to be held on September 7, 2021, at 6:00 p.m. or as soon thereafter as such matters may be heard by means provided in the notice of public hearing at a meeting conducted by the City; and

WHEREAS, the public hearing has been duly held by the City Council during which members of the public were afforded the opportunity to express their views on the issuance by the Issuer of the Bonds and the use of the proceeds thereof to finance the Project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and members of the City Council of the City of Cayce, South Carolina, in Council duly assembled:

Section 1. The issuance by the Issuer of the Bonds in an aggregate amount not to exceed \$25,000,000 for the purpose of providing funds to the Borrower to finance the Project is hereby approved pursuant to and in accordance with Section 147(f) of the Code.

Section 2. A hearing open to the public has been conducted and the Borrower has represented to the City Council that due and reasonable public notice, being published on the City’s website as described above, was given by or on behalf of the Borrower in accordance with the provisions of applicable law and procedures established therefor.

Section 3. Such approval by the City Council shall not be construed as (i) an endorsement of the creditworthiness of the Issuer, the Borrower or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any building or other regulatory permits relating to the Project, and the City Council shall not be construed by reason of its adoption of this Resolution to make any such endorsement, finding or recommendation, to have waived any rights of the City, or to have caused the City to be estopped from asserting any rights or responsibilities it may have in such regard. Further, the Bonds shall not constitute an indebtedness of the State of South Carolina, the City or any political subdivision thereof, but shall be payable solely from revenues of the Borrower pledged to the payment of the Bonds. The approval by the City Council of the issuance of the Bonds by the Issuer to finance the Project shall not be construed to obligate the City to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the acquisition, construction or equipping of the Project.

Section 4. This Resolution shall take effect immediately upon its adoption.

Section 5. That the provisions of this Resolution are hereby declared to be separable, and if any section, phrase or provision shall, for any reason, be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 6. That all ordinances, resolutions or orders or parts thereof in conflict with the provisions of the Resolution are, to the extent of such conflict, hereby superseded.

Adopted this 7th day of September 2021

Elise Partin, Mayor

ATTEST:

Mendy C. Corder, City Clerk

APPROVED AS TO FORM:

Danny C. Crowe, City Attorney

RESOLUTION DESIGNATING AN AUTHORIZED REPRESENTATIVE AND CONTACT PERSON FOR PURPOSES OF THE AMERICAN RESCUE PLAN ACT OF 2021

WHEREAS, the American Rescue Plan Act of 2021 (ARPA) appropriates \$19.53 billion to States for distribution to nonentitlement units of local government (NEUs), which are local governments typically serving a population under 50,000;

WHEREAS, the City of Cayce, South Carolina (the Municipality), is an NEU for purposes of ARPA and expects to receive funding pursuant to the ARPA appropriation;

WHEREAS, ARPA requires that the Municipality designate an Authorized Representative to approve and sign documents, make certifications required by ARPA, and otherwise act as the Municipality's designated and lawfully appointed agent for purposes of ARPA; and

WHEREAS, ARPA further requires that the Municipality designate a Contact Person to receive official communications and notice related to ARPA;

NOW, THEREFORE, BE IT RESOLVED as follows:

Section 1. Tracy Hegler, the City Manager of the Municipality, is hereby designated as the Municipality's Authorized Representative pursuant to ARPA. The Authorized Representative is hereby authorized and directed to do all things necessary (including without limitation to sign documents, make certifications, make regular reports to council and otherwise act on behalf of the Municipality) to receive and expend funds pursuant to an appropriation by council and ARPA rules. The Authorized Representative's contact information is:

Tracy Hegler
City Manager
1800 12th Street, Cayce SC 29033
803-550-9522
thegler@caycesc.gov

Section 2. Kelly McMullen, the Municipal Treasurer of the Municipality, is hereby designated as the Municipality's Contact Person pursuant to ARPA. The Contact Person's contact information is:

Kelly McMullen
Municipal Treasurer
1800 12th Street, Cayce SC 29033
803-550-9541
kcmullen@caycesc.gov

Adopted this 7th day of September, 2021.

Elise Partin, Mayor

ATTEST:

Mendy C. Corder, Municipal Clerk

First reading and adoption: September 7, 2021

Approved as to form: _____

Danny C. Crowe, City Attorney

Memorandum

To: Mayor and Council

From: Tracy Hegler, City Manager
Wade Luther, Planning and Development Director

Date: September 1, 2021

Subject: First Reading of Ordinance 2021-18 amending Zoning Ordinance Section 5.7 and Land Development Regulations Article 5 Minimum Design Standards 5-4.7 and Article 6 Required Improvements 6-17 to include language regarding cross access between commercial uses and residential uses

Issue

Council's approval is needed for the First Reading of an Ordinance to amend text of the Zoning Ordinance Section 5.7 and Land Development Regulations Article 5 Minimum Design Standards 5-4.7 and Article 6 Required Improvements 6-17 to include language regarding cross access between commercial and residential uses.

Discussion

These text amendments were developed as a result of Council's request to staff to investigate protecting residential areas from encroachment by adjacent commercial uses, following a 90-day deferral of a rezoning request of a split zoned double frontage lot with frontage on Knox Abbot Drive and H. Avenue from C-4/RS-3 to all C-4 for the purposes of a drive-thru restaurant.

Currently, the City does not have a means to prohibit a commercial use from using a cross access easement through an adjacent property to gain ingress/egress to a minor street or residential subdivision. Traditionally, design standards for commercial uses promote shared and cross access as a way to alleviate traffic issues by distributing access across multiple points on and around the property. In some cases, this can provide an encroachment into residential areas and create a distribution of traffic volumes onto residential streets, in which the roads were not constructed to handle the increased traffic counts. The increased traffic volumes to residential streets can deteriorate pavement conditions at a higher rate, as well as pose vehicular and pedestrian safety conflicts on minor streets, thereby detracting from quality of life.

The amended language will prohibit cross access to adjacent parcels in a commercial zone, whereby subsequent access could be obtained to adjacent residential areas and minor streets. Moreover, the amended text will further prohibit rear access from double frontage lots to residential areas and minor streets from "the lot itself." The language serves to separate traffic activities between commercial and residential uses and will be most beneficial when used in concert with existing landscape and bufferyard requirements of the zoning ordinance.

Staff has proposed additional language to Section 5.7 of the Zoning Ordinance, regarding street access to property, explicitly stating that “Cross access is prohibited where it creates driveway access to residential areas through adjacent lots.” Staff has also proposed additional language to Section 5-4.7 of the Land Development Regulations amending the definition of Double Frontage to include that “Access from double frontage lots in commercial zones to residential subdivisions or minor streets **shall not be granted from the lot itself** or through cross access to adjacent lots.” The bolded language “from the lot itself” explicitly prohibits access from the rear of through lots to residential areas or minor streets. Lastly, staff has proposed additional language to Section 6-17 of the Land Development Regulations, expanding the definition of cross access to state, “Any cross access creating an ingress and egress from commercial zones to residential streets through adjacent lots is prohibited.” The red-lined changes are attached for your review.

The Planning Commission met on August 23, 2021, to hear public comment and to consider their recommendations for the subject text amendments. Three (3) people spoke in favor of the amendment.

Recommendation

The Planning Commission decided unanimously (6-0) to approve the recommendation to Council to approve First Reading of an Ordinance amending Zoning Ordinance Section 5.7 and Land Development Regulations Article 5 Minimum Design Standards 5-4.7 and Article 6 Required Improvements 6-17. Staff recommends adoption of the amendments, as necessary to protect residential neighborhoods from encroachment by increasing commercial activity and redevelopment as it occurs in the City.

STATE OF SOUTH CAROLINA)	ORDINANCE 2021-18
)	Amending Section 5.7 of the Zoning
COUNTY OF LEXINGTON)	Ordinance and Sections 5-4.7 and 6-
)	17 of the Land Development
CITY OF CAYCE)	Regulations to Address Cross
)	Access Between Commercial Uses
	and Residential Uses

WHEREAS, the City Council, on the recommendation of City Administration, has determined that it is in the interest of the City and its citizens to revise and amend the current language of Section 5.7 ("Access to Property") of the City Zoning Ordinance, and Section 5-4.7 ("Double Frontage") of Article 5 ("Minimum Design Standards") and Section 6-17 ("Cross Access") of Article 6 ("Required Improvements") of the City Land Development Regulations, to add language to prohibit cross access between commercial uses and residential uses; and

WHEREAS, the Planning Commission held a special called meeting and public hearing on these amendments to receive comments from the public; and

WHEREAS, the Planning Commission met on August 23, 2021, to receive public comments and vote on whether to recommend these amendments of Section 5.7 of the Zoning Ordinance and Sections 5-4.7 and 6-17 of the Land Development Regulations, and has decided, by a unanimous vote, that it does recommend these amendments,

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Cayce, in Council, duly assembled, that Section 5.7("Access to Property") of the Zoning Ordinance, and Section 5-4.7("Double Frontage") of Article 5 ("Minimum Design Standards") and Section 6-17 ("Cross Access") of Article 6 ("Required Improvements") of the City Land Development Regulations, are hereby amended as shown on the attached documents and as follows:

1. Section 5.7 of the Zoning Ordinance is hereby amended to add, at the end of the current second sentence thereof, the words "established by this ordinance.", and to add, as a new final sentence, the words "Cross access is prohibited where it creates driveway access to residential areas through adjacent lots."

2. Section 5-4.7 of the Land Development Regulations is hereby amended to add, as a new final sentence, the words "Access from double frontage lots in commercial zones to residential subdivisions or minor streets shall not be granted from the lot itself or through cross access to adjacent lots."

3. Section 6-17 of the Land Development Regulations is hereby amended to add, as a new final sentence, the words "Any cross access creating an ingress or egress from commercial zones to residential streets through adjacent lots is prohibited."

This Ordinance shall become effective upon Council approval on second reading.

DONE IN MEETING DULY ASSEMBLED, this _____ day of _____ 2021.

Elise Partin, Mayor

Attest:

Mendy Corder, CMC, Municipal Clerk

First Reading: _____

Second Reading and Adoption: _____

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

Zoning Ordinance
Section 5.7 Access to Property

(1) Fences and Walls

May be located in all required yards and along any property line; provided fences and walls to be located in the required front yard or in front of the principal use shall not exceed four feet in height and fences and walls located elsewhere on the property shall not exceed eight feet in height unless approved for a variance by the Board of Zoning Appeals.

(2) Uses Not Specified

Uses not specified above shall observe a three foot setback from the nearest property line.

Section 5.7 Access to Property

(1) Street Access

Except as herein provided, no building shall hereafter be erected, constructed, moved, or relocated on a lot not located on a publicly dedicated, publicly accepted or maintained street, or private street as part of an approved PDD. However, no private street or driveway shall be provided to commercial or industrial districts through any residential district established by this ordinance. Cross access is prohibited where it creates driveway access to residential areas through adjacent lots.

Section 5.8 Conversion of Existing Residential Use

When the conversion of an existing residential use (house) in a nonresidential zone to a commercial use is proposed, the house shall be made to meet all applicable codes for commercial buildings. Where a house will be used for a dwelling and a commercial use, that section of the house that will be open to the public shall meet all requirements for a commercial building.

All parking, landscaping, buffering, street encroachment and other requirements of this Ordinance for a commercial use shall be met.

Section 5.9 Nonconformities

Nonconforming uses, buildings, or structures are declared by this Ordinance to be incompatible with permitted construction in the districts in which they are located.

Section 5.9-1 Continuation

However, to avoid undue hardship, the lawful use of any such use, building, or structure at the time of the enactment, amendment, or revision of this Ordinance may be continued

Zoning Ordinance

Section 5.7 Access to Property

even though such structure does not conform with the provisions of this Ordinance. This section does not apply to parking of vehicles contrary to Section 9.9.

the property line except at the point of entry and exit.

5-4.3 Lot Lines and City Limit or County Lines - Insofar as practical, lots should not be divided by City Limit or County boundary lines.

5-4.4 Lot Lines - Insofar as practical, side lot lines shall be at right angles to straight street lines and radial to curved street lines.

5-4.5 Minimum Lot Dimensions and Area - The minimum lot width at the front building line and minimum lot area shall be designated in the City of Cayce Zoning Ordinance.

5-4.6 Corner Lots

A. Corner lots shall be at least five (5) feet wider than interior lots; provided however, the maximum required width of corner lots shall be one hundred (100) feet.

5-4.7 Double Frontage - Double frontage lots (i.e., lots having street frontage both in front and rear) shall be avoided except in commercial zones, where essential to provide separation of residential development from railroad or major street right-of-way or from non-residential uses or where necessary due to topography. Where a railroad or major thoroughfare right-of-way, as shown on the major thoroughfare plan, abuts or runs through any portion of the subdivision, the subdivision plat shall provide for either a minor street or lots backing onto said right-of-way having a minimum depth of two hundred (200) feet. Access from double frontage lots in commercial zones to residential subdivisions or minor streets shall not be granted from the lot itself or through cross access to adjacent lots.

5-4.8 Street Access - Every lot hereafter established shall front or abut on a street which conforms to the requirements of these regulations.

5-4.9 Flag Lots - Flag lots are not permitted.

5-4.10 Lots to Be Contiguous - Lots shall be arranged in a contiguous pattern within blocks or abutting a cul-de-sac. For minor subdivisions, all lots shall be contiguous, and any new lots subdivided from a tract that has been previously subdivided shall adjoin the existing lots.

5-5 Easements - Easements shall be required in subdivisions for the following purposes:

5-5.1 Utility Easements - When it is found to be necessary and desirable to locate public utility lines in other than street right-of-way, easements shall be shown on the plat for such purposes. All above ground utilities shall be provided along rear property lines except where site conditions make this impractical. Such easements shall be not less than twenty (20) feet along

Land Development Regulations
Article 5 Minimum Design Standards

rear property lines and fifteen (15) feet along the side property line and, where possible, shall be centered

Land Development Regulation
Article 6 Required Improvements

section to require developers or landowners to provide general public benefit but rather to create incentives for creativity in the design of parks and open space as well as creative opportunities to meet the requirement of this section.

- A** Greenbelts, greenways, or linear parks provided pursuant to this subsection shall be credited toward the minimum park and open space area requirements of 6-13.1 at a ratio of 1 acre for every 20,000 square feet provided, where
- 1.** Such areas include sidewalks, trails, or similar facilities that align with such facilities in an abutting tract, or where abutting tracts are improved, or conform to the specifications set forth in the facilities plan.
 - 2.** Parks or open space provided pursuant to this subsection shall be credited toward the minimum park and open space area requirements at a ratio of 1 acre for every 20,000 square feet provided, where
 - a.** all lots within the proposed subdivision are within 1/4 mile of the park or open space; and
 - b.** the park or open space area abuts an area zoned C-2 (NEIGHBORHOOD COMMERCIAL).

6-14 **Traffic Control Devices** - Traffic Control devices whether signs or signals, shall be installed by the Developer as deemed appropriate by the City of Cayce, its agencies and/or the South Carolina Department Transportation. The authority to require traffic control devices may be exercised by the City at anytime during the approval process.

6-15 **Street Lights** Standard 15,000 lumen LED street lights shall be installed at a rate of not less than one street light per six (6) lots. The developer shall make provisions for operating cost and perpetual maintenance.

6-16 **Secondary Access** - At least one access point into a single-family residential subdivision shall be provided for every 2,640 (1/2 mile) of frontage. Where a single-family residential subdivision exceeds 125 units, a secondary access will be required.

6-17 **Cross Access** - All lots in commercial or mixed-use districts that front an arterial or collector street shall provide an access connection to abutting parking areas that is at least 36 feet in width. The applicant may grant a common access easement across the lot or recorded deed covenant providing common access across the lot with adjacent lot or lots as mitigation. Any cross access creating an ingress or egress from commercial zones to residential streets through adjacent lots is prohibited.

6-18 **Traffic Calming** –

6.18.1 Applicability: This section applies to local streets. Streets exceeding 300 feet in length shall include an approved traffic calming feature. The distance between

Zoning OrdinanceSection 5.7 Access to Property(1) Fences and Walls

May be located in all required yards and along any property line; provided fences and walls to be located in the required front yard or in front of the principal use shall not exceed four feet in height and fences and walls located elsewhere on the property shall not exceed eight feet in height unless approved for a variance by the Board of Zoning Appeals.

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When the conversion of an existing residential use (house) in a nonresidential zone to a commercial use is proposed, the house shall be made to meet all applicable codes for commercial buildings. Where a house will be used for a dwelling and a commercial use, that section of the house that will be open to the public shall meet all requirements for a commercial building.

All parking, landscaping, buffering, street encroachment and other requirements of this Ordinance for a commercial use shall be met.

Section 5.9 Nonconformities

Nonconforming uses, buildings, or structures are declared by this Ordinance to be incompatible with permitted construction in the districts in which they are located.

Section 5.9-1 Continuation

However, to avoid undue hardship, the lawful use of any such use, building, or structure at the time of the enactment, amendment, or revision of this Ordinance may be continued

Zoning Ordinance

Section 5.7 Access to Property

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Land Development Regulations
Article 5 Minimum Design Standards

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5-4.5 Minimum Lot Dimensions and Area - The minimum lot width at the front building line and minimum lot area shall be designated in the City of Cayce Zoning Ordinance.

5-4.6 Corner Lots

A. Corner lots shall be at least five (5) feet wider than interior lots; provided however, the maximum required width of corner lots shall be one hundred (100) feet.

5-4.7 Double Frontage - Double frontage lots (i.e., lots having street frontage both in front and rear) shall be avoided except in commercial zones, where essential to provide separation of residential development from railroad or major street right-of-way or from non-residential uses or where necessary due to topography. Where a railroad or major thoroughfare right-of-way, as shown on the major thoroughfare plan, abuts or runs through any portion of the subdivision, the subdivision plat shall provide for either a minor street or lots backing onto said right-of-way having a minimum depth of two hundred (200) feet. Access from double frontage lots in commercial zones to residential subdivisions or minor streets shall not be granted from the lot itself or through cross access to adjacent lots.

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5-5.1 Utility Easements - When it is found to be necessary and desirable to locate public utility lines in other than street right-of-way, easements shall be shown on the plat for such purposes. All above ground utilities shall be provided along rear property lines except where site conditions make this impractical. Such easements shall be not less than twenty (20) feet along

Land Development Regulations
Article 5 Minimum Design Standards

rear property lines and fifteen (15) feet along the side property line and, where possible, shall be centered

Land Development Regulation
Article 6 Required Improvements

section to require developers or landowners to provide general public benefit but rather to create incentives for creativity in the design of parks and open space as well as creative opportunities to meet the requirement of this section.

- A Greenbelts, greenways, or linear parks provided pursuant to this subsection shall be credited toward the minimum park and open space area requirements of 6-13.1 at a ratio of 1 acre for every 20,000 square feet provided, where
1. Such areas include sidewalks, trails, or similar facilities that align with such facilities in an abutting tract, or where abutting tracts are improved, or conform to the specifications set forth in the facilities plan.
 2. Parks or open space provided pursuant to this subsection shall be credited toward the minimum park and open space area requirements at a ratio of 1 acre for every 20,000 square feet provided, where
 - a. all lots within the proposed subdivision are within 1/4 mile of the park or open space; and
 - b. the park or open space area abuts an area zoned C-2 (NEIGHBORHOOD COMMERCIAL).

6-14 Traffic Control Devices - Traffic Control devices whether signs or signals, shall be installed by the Developer as deemed appropriate by the City of Cayce, its agencies and/or the South Carolina Department Transportation. The authority to require traffic control devices may be exercised by the City at anytime during the approval process.

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6-17 Cross Access - All lots in commercial or mixed-use districts that front an arterial or collector street shall provide an access connection to abutting parking areas that is at least 36 feet in width. The applicant may grant a common access easement across the lot or recorded deed covenant providing common access across the lot with adjacent lot or lots as mitigation. Any cross access creating an ingress or egress from commercial zones to residential streets through adjacent lots is prohibited.

6-18 Traffic Calming –

6.18.1 Applicability: This section applies to local streets. Streets exceeding 300 feet in length shall include an approved traffic calming feature. The distance between

STATE OF SOUTH CAROLINA)	EMERGENCY ORDINANCE 2021-19
)	
COUNTY OF LEXINGTON)	REQUIRING INDIVIDUALS TO
)	WEAR FACE COVERINGS IN
CITY OF CAYCE)	CERTAIN CIRCUMSTANCES, AND
)	MATTERS RELATED THERETO

WHEREAS, it is well recognized that the Delta variant of COVID-19 causes more infections, spreads faster and presents a public health concern that requires extraordinary protective measures and vigilance; and

WHEREAS, on March 11, 2020, the World Health Organization declared a world-wide pandemic; and

WHEREAS, S.C. Code Ann. §5-7-250 empowers Council to enact emergency ordinances affecting life, health, safety, or property; and

WHEREAS, South Carolina has some of the worst COVID-19 case rates in the United States; and

WHEREAS, current hospitalization rates for Lexington County are 1,038 and across the state are 26,289; and

WHEREAS, the Delta variant has spread across the State with the South Carolina Department of Health and Environmental Control (“SCDHEC”) confirming the localized person-to-person spread of the Delta variant of COVID–19 in South Carolina, which indicates a significant risk of exposure and infection and creating an extreme public health risk; and

WHEREAS, as of September 3, 2021, the total number of confirmed cases in South Carolina is approximately 608,946 and the number of confirmed deaths is 9,434, with the number of reported cases in Lexington County is 34,595, the number of estimated cases per 100,000 is 11,579, and the number of possible cases is 11,049; and

WHEREAS, the number of cases is growing rapidly and if COVID–19 continues to spread in the City, the number of persons relying on medical and pharmaceutical supplies will increase, the private and public sector work forces will be negatively impacted by absenteeism, and the demand for medical facilities may exceed locally available resources; and

WHEREAS, it is vitally important that we all work together to decrease the widespread proliferation of COVID-19 among us all now rather than suffer the unfortunate and devastating consequences later; and

WHEREAS, the Centers for Disease Control and Prevention (“CDC”) and SCDHEC advise the use of cloth face coverings to slow the spread of COVID-19; and

WHEREAS, the City’s nearest hospital, Lexington Medical Center, issued a letter indicating its ability to provide the best health care services is in peril due to overwhelming number of COVID-related hospitalizations; and that the impact of this is that certain medical services have been halted or reduced; and the Lexington Medical Center further requested that the City reinstate mask mandates as they “help prevent the spread of this disease” (full letter attached); and

WHEREAS, taking measures to control outbreaks minimizes the risk to the public, maintains the health and safety of the City’s residents, and limits the spread of infection in our communities and within the healthcare delivery system; and

WHEREAS, in order to protect, preserve, and promote the general health, safety and welfare and the peace and order of the community, the City is taking steps to try to protect the citizens and employees of the City from increased risk of exposure; and

WHEREAS, the City Council believes, finds, and declares that a public emergency, within the meaning of S.C. Code section 5-7-250(d), exists affecting the health and safety of the citizens of the City; and

WHEREAS, in light of the foregoing, City Council deems it proper and necessary to adopt this Emergency Ordinance to require (a) persons entering buildings or structures open to the public as described below to wear face coverings while inside the building or structure, and (b) all employees of restaurants, retail stores and other establishments as described below, to wear face coverings at any time there is face to face interaction with the public and in other circumstances,

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

1. A public emergency exists in the City of Cayce affecting the public health and safety of its citizens and those who work and visit in the City by reason of the infection rate and transmission characteristics of COVID-19 and the Delta variant, as well as the creation of a strain on capacities for treatment by medical centers and hospitals. Based on the recommendations of health authorities, including SCDHEC and the CDC, as to appropriate measures to combat the spread of COVID-19 and the Delta variant, the City Council has determined that the widespread use of face coverings should be implemented.
2. All persons over the age of two (2) years entering a building or structure in the City open to the general public, including but not limited to, restaurants, retail stores, salons, barber shops, grocery stores, convenience stores, medical and dental offices, and pharmacies, and including fitness centers and studios while such persons are not engaging in exercise, must wear a Face Covering while inside the building or structure, excluding restaurants while seated. The business shall have responsibility for posting conspicuous signage at all entrances informing its patrons of the requirements of this section. A school or daycare

or a school or daycare facility is not a "building or structure in the City open to the general public" or a "business" for purposes of this section.

3. All restaurants, retail stores, salons, barber shops, grocery stores, medical and dental offices, fitness centers and studios, and pharmacies, and all businesses engaged in food preparation, in the City must require their employees to wear a Face Covering at all times while having face to face interaction with the public, or with other staff, when social distancing of at least six (6) feet cannot be observed.
4. Any person who is unable to safely wear a Face Covering due to age, an underlying health condition, religious reasons, or is unable to remove the Face Covering without the assistance of others is exempt from this Ordinance.
5. For purposes of this Ordinance, "Face Covering" shall be defined to mean masks of a uniform piece of cloth, fabric, synthetic or other permeable material that securely covers a person's nose and mouth and remains affixed in place without the use of one's hands or plastic face shield. Face Coverings include, but are not limited to, bandanas, medical masks, cloth masks, scarves, gaiters, and face shields worn to cover the person's nose and mouth.
6. A person who fails to comply with Section 2 of this Ordinance shall be guilty of a civil infraction, punishable by a fine of not more than \$25.00. Each day of violation of this Ordinance shall be considered a separate and distinct offense. The foregoing notwithstanding, reasonable effort shall be made to bring the individual into voluntary compliance with the terms of this Ordinance prior to the issuance of any citation.
7. A person who fails to comply with Section 4 of this Ordinance shall be guilty of a civil infraction, punishable by a fine of not more than \$100.00. Each day of violation of this Ordinance shall be considered a separate and distinct offense. In addition to the fines established by this section, repeated violations of this Ordinance by a person who owns, manages, operates or otherwise controls a business subject to this Ordinance may, subject to all procedural protections set forth in the City Code, result in the suspension or revocation of any occupancy permit or business license issued to the business in which the repeated violations occurred. The word "business" as used in this section does not include a public school or public school facility. Repeated violations of this Ordinance are additionally hereby declared to be a public nuisance, which may be abated by the City by restraining order, preliminary and permanent injunction, or other means provided for by the laws of this State. The foregoing notwithstanding, reasonable effort shall be made to bring the business into voluntary compliance with the terms of this Ordinance prior to the issuance of any citation. For the purposes of this section of this Ordinance, "person" shall be defined as any individual associated with the business who has the control or authority and ability to enforce the social distancing requirements of the Ordinance within the business, such as an owner, manager, or supervisor. "Person" may also include an employee or other designee that is present at the business who does not have the title of manager or supervisor but has the authority and ability to ensure that the requirements of this Ordinance are met while the business is open to the public.

8. Should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, or words of this Ordinance as hereby adopted shall remain in full force and effect.
9. This Emergency Ordinance shall be terminated by the issuance of another ordinance or shall automatically expire on the sixty-first day after enactment of this Ordinance, whichever date is earlier.

This Ordinance shall become effective at 6:00 a.m. on Wednesday, September 8, 2021, to continue until the earlier of repeal of this Ordinance or the automatic expiration of this Ordinance on the 61st day after enactment of this Ordinance.

DONE IN MEETING DULY ASSEMBLED, this 7th day of September 2021.

Elise Partin, Mayor

Attest:

Mendy Corder, CMC, Municipal Clerk

First Reading and Adoption: _____

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



August 27, 2021

Mayor Elise Partin
P.O. Box 2004
Cayce, South Carolina 29033

Dear Mayor Partin:

Thank you for all that you do to support Lexington Medical Center and our surrounding communities. Providing access to the best health care remains our number one objective. We are reaching out to you today to let you know that this objective is in peril. We are overwhelmed with the latest surge of Covid-19 patients. Our ICU has reached maximum capacity, to include ventilator use, on many days. We have sharply curtailed nonemergent surgical procedures. Every day we have redeployed staff to cover the surging Covid patient census. Yet our Emergency Department continues to fill with patients needing emergency care. This care is greatly inhibited by our current situation.

For example, our situation on Tuesday, August 24th was dire. Our hospital beds were full and we were holding patients in our Emergency Department that would have traditionally already been in a bed upstairs. We had 192 Covid-19 patients who were in isolation. 49 of these patients were in an ICU level of care and 43 were on ventilators because they could not breathe. These patients are critically ill. Their family members could not visit them because they were in isolation. Our nurses and doctors serve as their caregivers and family while they are hospitalized. In between providing life-saving care, our nurses take time daily to call each patient's family to communicate, either good or bad news. About 90% of all Covid-19 patient admissions are **UNVACCINATED**.

As a result of this latest surge, we have had to reallocate our staff and resources in certain areas. This change has resulted in halted or reduced services in some areas:

- Rationing of surgeries that result in an inpatient admission,
- Rationing of patient care that requires critical care beds,
- Screening services for cancer,
- Rehabilitation services,
- Interventional Radiology services for biopsy and treatment,
- Closure of our LMC-Irmo Ambulatory Surgery Center to repurpose staff for critical care needs

We reach out to you today to help us with tomorrow. We believe strongly that mask mandates help prevent the spread of this dreaded disease. We can tell you that those with vaccinations are much less likely to get Covid 19. We can tell you that if you do get Covid 19 and you have been vaccinated, you are much less likely to have a severe illness.

We are respectfully asking you to reinstate mask mandates in your jurisdictions. We are asking you to encourage vaccinations for your general populations. We are asking that you reduce any barriers to the implementation of these recommendations.

As a State, we have tried to rely on a strategy to "trust that individuals will be responsible and make the right decision for themselves". Based on current rates of vaccinations, deaths, hospitalizations, & infections, we are failing.

Thank you for doing your part to protect and preserve public health.

Respectfully,

Tod Augsburger
President & CEO

Dr. Brent Powers
Chief Medical Officer

Dr Mac Nowell
Chief of Staff

Memorandum

To: Mayor and Council

From: Mendy Corder, Municipal Clerk
Tracy Hegler, City Manager

Date: September 2, 2021

Subject: Accommodations Tax Funds – Recommendation for Distribution of Funds

Issue

Council's approval is needed to proceed with distribution of accommodations tax funds to organizations planning events and activities open to the public that will promote tourism to the City of Cayce during FY21-22.

Discussion

Funding is provided by Accommodations Tax revenues to qualifying applicants and is based on the percentage of attendees who travel 50 or more miles to attend the event. Funding is contingent upon the City maintaining the estimated funding level. The City's Accommodations Tax Committee met to discuss the requests for funding. Attached is a chart with the funding the Committee recommends for Council's approval.

In summary, 8 applications are recommended for approval in the amount of \$84,500.

Recommendation

The Accommodations Tax Committee recommends awarding \$84,500 in accommodations taxes to 8 grant requests.

**ACCOMMODATIONS TAX FUNDING REQUESTS
FY21-22**

Name	Request	Recomm	Approved	Notes	FY 19-20	
					Request	Awarded
Ad Specialties (replenish stock)	\$2,000	\$2,000			\$1,200	\$1,024
Airport High School JV Soccer Tournament	\$2,500	\$2,500		Date of event 4/17/22-4/18/22	\$2,500	\$2,500
Airport High School Girls Soccer Tournament	\$2,500	\$2,500		Crescent Cup Date of event 3/18/22 - 3/21/22	\$2,500	\$2,500
Airport High School Girls JV Tournament	\$2,500	\$2,500		Date of event 2/19/22 - 2/21/22	\$2,500	\$2,500
Cayce Museum - Colonial Children's Fair	\$5,000	\$5,000			N/A	N/A
Cayce Museum - Christmas Traditions	\$5,000	\$5,000			\$4,000	\$4,000
Cayce Fall Fest	\$15,000	\$15,000			\$15,000	\$5,000
Christmas In Cayce Festival of Lights	\$13,000	\$13,000			\$20,000	\$20,000
EdVenture Inc.	\$4,900	\$0			N/A	N/A
Soiree on State	\$25,000	\$25,000		April of 2022	\$10,000	\$10,000
The River Alliance/Tartan Day South	\$12,000	\$12,000			\$12,000	\$12,000
TOTAL FUNDS REQUESTED/APPROVED	\$89,400.00	\$84,500			\$69,700	\$59,524

Memo

To: Accommodations Tax Committee
From: Amanda Rowan, Administrative Coordinator
Date: May 11, 2021
Re: **FY 21-22 Accommodations Tax Request**

We are requesting \$2,000 in funding for FY21-22 to replenish the City's supply of advertising specialty items. These imprinted items include t-shirts, hats, coffee mugs, pencils, pens, magnets, etc. The items are used to promote tourism to the City through distribution at the Greater Cayce West Columbia Visitors Center, events and other activities.

The funds will be used on a "draw-down" or as needed basis. Thank you.

AR/



Cayce/West Columbia
Girls JV Challenge
Tournament

CITY OF CAYCE
ACCOMMODATIONS TAX FUND
REQUEST FY 2021-2022

Funding provided by Accommodations Tax must be used for promotion and advertising specifically designed to bring tourists to the City of Cayce and is done so under the provision that the City of Cayce will be listed as a co-sponsor on all advertising including, but not limited to, print media, radio spots, television ads, etc. Funds can only be given if it is more likely that you will attract people to stay overnight in City of Cayce local motels and frequent City of Cayce restaurants.

1. **The Applicant** must be a public or private non-profit organization. Provide Federal ID number and non-profit status for applicant and the name, address, phone, number, address, and email of the contact person for the project. **Attach** a copy of the applicant's 501 (C) (3) certification letter **and** a copy of a current Secretary of State charity registration letter.

Applicant/Organization Aisport High School

Federal ID No. _____ Non-Profit Status: _____

Contact Person Keith Morris / Zach Rivers Telephone 803-872-5600 ext. 206

Address 1315 Boston Ave. West Columbia SC 29170

Email keithm@lex2.org / zrivers@lex2.org

2. **Project Category** (check one)

Tourism Advertising and Promotion

Organizations must submit a budget of planned expenditures with application and an accounting of how funds were spent at the end of the funding year.

Tourism-Related Expenditures

(Definition: Tourism/tourist means the action and activities of people taking trips 50 miles outside their home communities for any purpose, except daily commuting to and from work.) Tourism-related expenditures include advertising and promotion; promotion of arts or cultural events; construction, maintenance and operation of civic or cultural facilities; public services, such as utilities or facilities to serve tourists; parks, recreation or beautification; tourism-related transportation services; waterfront erosion control or repair; operation of visitor information centers. **Distribution of funds will be based on the percentage of visitors who travel 50 or more miles from outside your community to attend or visit your event, activity, or facility.**

Organizations must submit a budget of planned expenditures with application and an accounting of how funds were spent at the end of the funding year.



City of Cayce

Accommodations Tax Fund Request

2

3. Project/Event name and general description with specific reference to what will be accomplished with city funds.

The Cayce West Columbia Girls JV Challenge Tournament is a JV soccer tournament hosted by Airport High School. It is made up of 20 teams making it the 2nd largest JV tournament for high schools in S.C. Teams from all over the state (Al Flaca, Eastside, Greenline, Bishop England, Lanoka, Fort Mill, Byrnes, Ashley Ridge, Dutch Fork, Dreher, Nation Ford, South Aiken, PAL, N. Augusta, Northside, Airport JV, Broadland-Cayce, Braconne, Pelion) will attend. The city funds help supply items such as game balls, field maintenance, security, custodians, trainers, etc.

4. Project Period: Begin February 19th End February 21st

5. For Tourism-related expenditures: The following questions must be answered in order for your request to be considered for funding.

One important factor in allocating these funds is that there should be more hotel/motel activity in our community due to the funding provided. Which hotels in the City of Cayce have you contacted to arrange rooms for your overnight visitors? Country Inn & Suites

Sleep Inn Airport Evans Lady Inn & Suites

Total number of visitors expected to attend your event? 1800-2400

What percentage of visitors outside the Cayce community (50 miles or more) will be attending your event? 60+%

Describe how your project/event will attract and promote tourism, civic and cultural events, or help provide services and facilities that are needed to attract and provide for tourists, civic and cultural activities. (Attach a sheet, if necessary)

This JV tournament will bring hundreds of visitors to the Cayce Area for 3 days and 2 nights. Visitors will spend money at local hotels, restaurants, convenience stores, and gas stations



6. Estimated Cost of Project \$11,800

7. Total Accommodations Tax Funds Requested for FY21-22 \$ 2,500 .00

12elt mj
Signature of Applicant

4/1/21
Date

Please attach:

1. Form listing actual and requested revenues; actual and anticipated expenditures (Attachment 1, pages 1 and 2).
2. One page brief history of organization, if first-time applicant.
3. Copy of your IRS 501 (C) (3) certification letter.
4. Copy of a current South Carolina Secretary of State charity registration letter.

Submit completed application form and required attachments to:

City of Cayce
 ATTN: Amanda Rowan
 P.O. Box 2004
 Cayce, SC 29171-2004
 Or
 Fax to 803-796-9072

DEADLINE IS APRIL 23, 2021

Complete application form and attachments can also be dropped off at

City Hall
 1800 12th Street
 Cayce, SC 29033

For Office Use Only	
Date Received _____	Council Action Date _____
Recommendation _____	Amount Approved _____
Date of Recommendation _____	



City Of Cayce

Accommodations Tax Fund Request

Attachment 1, Page 2

Organization Airport High School Girls Soccer

List all expenses associated with this event.

Type of Expenditure	FY2021-2022
Custodians	\$600 ⁰⁰
Gate/Ticket Sales	\$800 ⁰⁰
Trainers	\$800 ⁰⁰
Security	\$300 ⁰⁰
Officials	\$3,800 ⁰⁰
Scoreboard Operator	\$200 ⁰⁰
Field Point	\$400 ⁰⁰
Field Marshalls	\$400 ⁰⁰
Game Balls	\$300 ⁰⁰
Trophies	\$300 ⁰⁰
Lighting	\$400 ⁰⁰
Assinger fee for refs	\$400 ⁰⁰
T-shirt Costs	\$1,500 ⁰⁰
Concession Purchases	\$1,200 ⁰⁰
Miscellaneous Supplies (Programs, etc.)	\$400 ⁰⁰
TOTAL*	\$11,800 ⁰⁰

*NOTE: This amount should equal the amount of revenues on page 1.



~~City of Cayce~~

Crescent Cup Tournament

CITY OF CAYCE
ACCOMMODATIONS TAX FUND
REQUEST FY 2021-2022

Funding provided by Accommodations Tax must be used for promotion and advertising specifically designed to bring tourists to the City of Cayce and is done so under the provision that the City of Cayce will be listed as a co-sponsor on all advertising including, but not limited to, print media, radio spots, television ads, etc. Funds can only be given if it is more likely that you will attract people to stay overnight in City of Cayce local motels and frequent City of Cayce restaurants.

1. **The Applicant** must be a public or private non-profit organization. Provide Federal ID number and non-profit status for applicant and the name, address, phone, number, address, and email of the contact person for the project. **Attach** a copy of the applicant's 501 (C) (3) certification letter **and** a copy of a current Secretary of State charity registration letter.

Applicant/Organization Airport High School

Federal ID No. _____ Non-Profit Status: _____

Contact Person Keish Morris / Zach Rivers Telephone 803-822-5600 ext. 206

Address 1315 Boston Ave. West Columbia SC 29170

Email keishm@lex2.org / zrivers@lex2.org

2. **Project Category (check one)**

Tourism Advertising and Promotion

Organizations must submit a budget of planned expenditures with application and an accounting of how funds were spent at the end of the funding year.

Tourism-Related Expenditures

(Definition: Tourism/tourist means the action and activities of people taking trips 50 miles outside their home communities for any purpose, except daily commuting to and from work.) Tourism-related expenditures include advertising and promotion; promotion of arts or cultural events; construction, maintenance and operation of civic or cultural facilities; public services, such as utilities or facilities to serve tourists; parks, recreation or beautification; tourism-related transportation services; waterfront erosion control or repair; operation of visitor information centers. **Distribution of funds will be based on the percentage of visitors who travel 50 or more miles from outside your community to attend or visit your event, activity, or facility.**

Organizations must submit a budget of planned expenditures with application and an accounting of how funds were spent at the end of the funding year.



City of Cayce

Accommodations Tax Fund Request

3. Project/Event name and general description with specific reference to what will be accomplished with city funds.

The Crescent Cup Soccer Tournament hosted by Airport High School is a varsity girls soccer tournament. The tournament is one of the largest regular season tournaments in the state of South Carolina for high school soccer. 12-16 teams from all over the state (Northwood Academy, Midland Valley, Fors Mill, Dasher, Pinewood Prep, Rock Hill, Airport, Bishop England, Broome, Camden, AC Flan, PAC, North Augusta, Eastside) will attend. The city funds will help supply items such as game balls, field maintenance, security, custodians, trainers, etc.

4. Project Period: Begin March 18th End March 21st

5. For Tourism-related expenditures: The following questions must be answered in order for your request to be considered for funding.

One important factor in allocating these funds is that there should be more hotel/motel activity in our community due to the funding provided. Which hotels in the City of Cayce have you contacted to arrange rooms for your overnight visitors? Country Inn & Suites

Sleep Inn Airport Econo Lodge Inn & Suites

Total number of visitors expected to attend your event? 1000 - 1300

What percentage of visitors outside the Cayce community (50 miles or more) will be attending your event? 60 - 75%

Describe how your project/event will attract and promote tourism, civic and cultural events, or help provide services and facilities that are needed to attract and provide for tourists, civic and cultural activities. (Attach a sheet, if necessary)

This tournament will bring hundreds of visitors to the Cayce Area for 4 days and 3 nights. Visitors (Parents, Players, Coaches) will spend money at local hotels in the city of Cayce. In addition, visitors will spend money in restaurants, Convent store, and gas stations



6. Estimated Cost of Project \$13,600

7. Total Accommodations Tax Funds Requested for FY21-22 \$2,500.00

[Signature]
Signature of Applicant

4/1/21
Date

Please attach:

1. Form listing actual and requested revenues; actual and anticipated expenditures (Attachment 1, pages 1 and 2).
2. One page brief history of organization, if first-time applicant.
3. Copy of your IRS 501 (C) (3) certification letter.
4. Copy of a current South Carolina Secretary of State charity registration letter.

Submit completed application form and required attachments to:

City of Cayce
ATTN: Amanda Rowan
P.O. Box 2004
Cayce, SC 29171-2004
Or
Fax to 803-796-9072

DEADLINE IS APRIL 23, 2021

Complete application form and attachments can also be dropped off at

City Hall
1800 12th Street
Cayce, SC 29033

For Office Use Only	
Date Received _____	Council Action Date _____
Recommendation _____	Amount Approved _____
Date of Recommendation _____	



City Of Cayce

Accommodations Tax Fund Request

Attachment 1, Page 2

Organization Airport High School Girls Soccer

List all expenses associated with this event.

Type of Expenditure	FY2021-2022
Custodians	\$850 ⁰⁰
Gate/Ticket Sales	\$950 ⁰⁰
Trainers	\$1,200 ⁰⁰
Security	\$500 ⁰⁰
Officials	\$3,900 ⁰⁰
Scoreboard Operator	\$300 ⁰⁰
Field Point	\$400 ⁰⁰
Field Marshalls	\$500 ⁰⁰
Game Balls	\$600 ⁰⁰
Trophies	\$350 ⁰⁰
Lighting	\$500 ⁰⁰
Assigner Fee for refs /	\$400 ⁰⁰
T-shirt costs	\$1,750 ⁰⁰
Concession Purchases	\$1,000 ⁰⁰
Miscellaneous Supplies (Programs, etc.)	\$400 ⁰⁰
TOTAL*	\$13,600 ⁰⁰

*NOTE: This amount should equal the amount of revenues on page 1.



End of Year
 JV Soccer Tournament
 Classic Cup

CITY OF CAYCE
 ACCOMMODATIONS TAX FUND
 REQUEST FY 2021-2022

Funding provided by Accommodations Tax must be used for promotion and advertising specifically designed to bring tourists to the City of Cayce and is done so under the provision that the City of Cayce will be listed as a co-sponsor on all advertising including, but not limited to, print media, radio spots, television ads, etc. Funds can only be given if it is more likely that you will attract people to stay overnight in City of Cayce local motels and frequent City of Cayce restaurants.

1. **The Applicant** must be a public or private non-profit organization. Provide Federal ID number and non-profit status for applicant and the name, address, phone, number, address, and email of the contact person for the project. **Attach** a copy of the applicant's 501 (C) (3) certification letter **and** a copy of a current Secretary of State charity registration letter.

Applicant/Organization Airport High School

Federal ID No. _____ Non-Profit Status: _____

Contact Person Keith Morris / Zach Rivers Telephone 803-822-5600 ext. 206

Address 1315 Boston Ave. West Columbia SC, 29170

Email keithm@lex2.org / zrivers@lex2.org

2. **Project Category (check one)**

Tourism Advertising and Promotion

Organizations must submit a budget of planned expenditures with application and an accounting of how funds were spent at the end of the funding year.

Tourism-Related Expenditures

(Definition: Tourism/tourist means the action and activities of people taking trips 50 miles outside their home communities for any purpose, except daily commuting to and from work.) Tourism-related expenditures include advertising and promotion; promotion of arts or cultural events; construction, maintenance and operation of civic or cultural facilities; public services, such as utilities or facilities to serve tourists; parks, recreation or beautification; tourism-related transportation services; waterfront erosion control or repair; operation of visitor information centers. **Distribution of funds will be based on the percentage of visitors who travel 50 or more miles from outside your community to attend or visit your event, activity, or facility.**

Organizations must submit a budget of planned expenditures with application and an accounting of how funds were spent at the end of the funding year.



City of Cayce

Accommodations Tax Fund Request

3. Project/Event name and general description with specific reference to what will be accomplished with city funds.

The End of the Year JV Soccer Tournament is a JV soccer tournament hosted by Airport High School. It is a 16 team tournament making it one of the largest end of the year JV tournaments for high schools in SC. Teams from all over the state (Southside Christian, Hartsville, Rock Hill, Bishop England, Oceanside Collegiate, Ridge View, etc.) will attend. The city funds help supply items such as game balls, fields maintenance, security, custodians, trainers, etc.

4. Project Period: Begin April 17th End April 18th

5. For Tourism-related expenditures: The following questions must be answered in order for your request to be considered for funding.

One important factor in allocating these funds is that there should be more hotel/motel activity in our community due to the funding provided. Which hotels in the City of Cayce have you contacted to arrange rooms for your overnight visitors? Country Inn & Suites

Sleep Inn Airport Ocean Lodge Inn & Suites

Total number of visitors expected to attend your event? 1400-1500

What percentage of visitors outside the Cayce community (50 miles or more) will be attending your event? 55-65%

Describe how your project/event will attract and promote tourism, civic and cultural events, or help provide services and facilities that are needed to attract and provide for tourists, civic and cultural activities. (Attach a sheet, if necessary)

This JV tournament will bring hundreds of visitors to the Cayce Area for 2 days and 1 night. Visitors will spend money at local hotels, restaurants, convent stores, and gas stations



6. Estimated Cost of Project 59,700⁰⁰

7. Total Accommodations Tax Funds Requested for FY21-22 \$ 2,500⁰⁰

72th Min
Signature of Applicant

4/12/21
Date

Please attach:

1. Form listing actual and requested revenues; actual and anticipated expenditures (Attachment 1, pages 1 and 2).
2. One page brief history of organization, if first-time applicant.
3. Copy of your IRS 501 (C) (3) certification letter.
4. Copy of a current South Carolina Secretary of State charity registration letter.

Submit completed application form and required attachments to:

City of Cayce
ATTN: Amanda Rowan
P.O. Box 2004
Cayce, SC 29171-2004
 Or
Fax to 803-796-9072

DEADLINE IS APRIL 23, 2021

Complete application form and attachments can also be dropped off at

City Hall
1800 12th Street
Cayce, SC 29033

For Office Use Only	
Date Received _____	Council Action Date _____
Recommendation _____	Amount Approved _____
Date of Recommendation _____	



City Of Cayce

Accommodations Tax Fund Request

Attachment 1, Page 2

Organization Airport High School Girls Soccer

List all expenses associated with this event.

Type of Expenditure	FY2021-2022
Custodians	\$500 ⁰⁰
Gate / Ticket sales	\$800 ⁰⁰
Trainers	\$500 ⁰⁰
Security	\$200 ⁰⁰
Officials	\$3,400 ⁰⁰
Scoreboard Operator	\$200 ⁰⁰
Field Point	\$400 ⁰⁰
Field Marshalls	\$400 ⁰⁰
Game balls	\$300 ⁰⁰
Trophies	\$300 ⁰⁰
Lighting	\$400 ⁰⁰
Assigner fee for refs /	\$400 ⁰⁰
Concession Concession Purchases	\$1,500 ⁰⁰
Miscellaneous Supplies (Programs, etc.)	\$400 ⁰⁰
TOTAL*	\$47,000 ⁰⁰

*NOTE: This amount should equal the amount of revenues on page 1.

ITEM IV. A.

**CITY OF CAYCE
ACCOMMODATIONS TAX FUND
REQUEST FY 2021-2022**

Funding provided by Accommodations Tax must be used for promotion and advertising specifically designed to bring tourists to the City of Cayce and is done so under the provision that the City of Cayce will be listed as a co-sponsor on all advertising including, but not limited to, print media, radio spots, television ads, etc. Funds can only be given if it is more likely that you will attract people to stay overnight in City of Cayce local motels and frequent City of Cayce restaurants.

1. **The Applicant** must be a public or private non-profit organization. Provide Federal ID number and non-profit status for applicant and the name, address, phone, number, address, and email of the contact person for the project. **Attach** a copy of the applicant’s 501 (C) (3) certification letter **and** a copy of a current Secretary of State charity registration letter.

Applicant/Organization: Cayce Historical Museum – Colonial Children’s Fair

Federal ID No.:

Non-Profit Status:

Contact Person: Andy Thomas, Office and Communications Associate

Telephone: (803)-550-9530

Address: 1800 12th Street, Cayce, SC 29033

Email: athomas@caycesc.gov

2. Project Category (check one)

Tourism Advertising and Promotion

Organizations must submit a budget of planned expenditures with application and an accounting of how funds were spent at the end of the funding year.

Tourism-Related Expenditures

(Definition: Tourism/tourist means the action and activities of people taking trips 50 miles outside their home communities for any purpose, except daily commuting to and from work.) Tourism-related expenditures include advertising and promotion; promotion of arts or cultural events; construction, maintenance and operation of civic or cultural facilities; public services, such as utilities or facilities to serve tourists; parks, recreation or beautification; tourism-related transportation services; waterfront erosion control or repair; operation of visitor information centers. Distribution of funds will be based on the percentage of visitors who travel 50 or more miles from outside your community to attend or visit your event, activity, or facility.

Organizations must submit a budget of planned expenditures with application and an accounting of how funds were spent at the end of the funding year.

3. Project/Event name and general description with specific reference to what will be accomplished with city funds.: The Colonial Children’s Fair is a family-event to promote the colonial history of the area, as well as promote the museum, and promote the City of Cayce. Local businesses will be contacted to see if they are interested in being a part of the event. It will be offered free of charge to the public with demonstrations and hands on activities by colonial artisans and others for children (and adults). It will include entertainment and refreshments.

4. Project Period: Begin May 1, 2022 End May 31, 2022

5. For Tourism-related expenditures: The following questions must be answered in order for your request to be considered for funding.

One important factor in allocating these funds is that there should be more hotel/motel activity in our community due to the funding provided. Which hotels in the City of Cayce have you contacted to arrange rooms for your overnight visitors?: All hotels in the area

Total number of visitors expected to attend your event? 1,500

What percentage of visitors outside the Cayce community (50 miles or more) will be attending your event? 25%

Describe how your project/event will attract and promote tourism, civic and cultural events, or help provide services and facilities that are needed to attract and provide for tourists, civic and cultural activities. (Attach a sheet, if necessary)

Museum exhibits and programs, including the Colonial Children’s Fair are great for families. Families looking for such events will be attracted to the event from the local area and from outside by advertising and word of mouth. Visitors may need amenities to attend and this would have an impact on businesses in the Cayce area.

6. Estimated Cost of Project: \$5,000

7. Total Accommodations Tax Funds Requested for FY21-22: \$5,000



Signature of Applicant

3/30/2021

Date

Organization: Cayce Historical Museum (Colonial Children's Fair)

List all expenses associated with this event.

Type of Expenditure	FY2021-22
Powder Magazine	\$250
Pottery Making	\$100
18 th Century Cooking	\$100
Feather and Quill Writing/Tin Wok	\$250
Archery	\$50
Brick Making	\$100
Sweetwater Grass Basket materials	\$200
18 th Century Apothecary	\$100
Indigo Dyeing	\$100
Fiddle Player	\$300
Marionette Theater	\$325
Liability Insurance	\$200
Food and Water for Vendors	\$100
Rental of Tents and Tables	\$100
Advertising	\$2,725
TOTAL	\$5,000

*NOTE: This amount should equal the amount of revenues on page 1.

Provide the best description possible for the source of revenue (example – are other grant funds committed through grant award or written notification?). Identify by name, sponsors, agencies, etc. contributing.

Type of Revenue	FY2021-22
Cayce Accommodations Tax	\$5,000
TOTAL*	\$5,000

*NOTE: This amount should equal the amount of expenses on page 2.

ITEM IV. A.

CITY OF CAYCE
ACCOMMODATIONS TAX FUND
REQUEST FY 2021-2022

Funding provided by Accommodations Tax must be used for promotion and advertising specifically designed to bring tourists to the City of Cayce and is done so under the provision that the City of Cayce will be listed as a co-sponsor on all advertising including, but not limited to, print media, radio spots, television ads, etc. Funds can only be given if it is more likely that you will attract people to stay overnight in City of Cayce local motels and frequent City of Cayce restaurants.

1. **The Applicant** must be a public or private non-profit organization. Provide Federal ID number and non-profit status for applicant and the name, address, phone, number, address, and email of the contact person for the project. **Attach** a copy of the applicant's 501 (C) (3) certification letter **and** a copy of a current Secretary of State charity registration letter.

Applicant/Organization: Cayce Historical Museum – Christmas Traditions

Federal ID No.:

Non-Profit Status:

Contact Person: Andy Thomas, Office and Communications Associate

Telephone: (803)-550-9530

Address: 1800 12th Street, Cayce, SC 29033

Email: athomas@caycesc.gov

2. Project Category (check one)

Tourism Advertising and Promotion

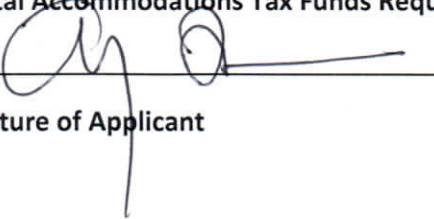
Organizations must submit a budget of planned expenditures with application and an accounting of how funds were spent at the end of the funding year.

Tourism-Related Expenditures

(Definition: Tourism/tourist means the action and activities of people taking trips 50 miles outside their home communities for any purpose, except daily commuting to and from work.) Tourism-related expenditures include advertising and promotion; promotion of arts or cultural events; construction, maintenance and operation of civic or cultural facilities; public services, such as utilities or facilities to serve tourists; parks, recreation or beautification; tourism-related transportation services; waterfront erosion control or repair; operation of visitor information centers. Distribution of funds will be based on the percentage of visitors who travel 50 or more miles from outside your community to attend or visit your event, activity, or facility.

Organizations must submit a budget of planned expenditures with application and an accounting of how funds were spent at the end of the funding year.

7. Total Accommodations Tax Funds Requested for FY21-22: \$5,000



Signature of Applicant

3/30/2021

Date

Please attach:

1. Form listing actual and requested revenues; actual and anticipated expenditures (Attachment 1, pages 1 and 2).
2. One page brief history of organization, if first-time applicant.
3. Copy of your IRS 501 (C) (3) certification letter.
4. Copy of a current South Carolina Secretary of State charity registration letter.

Submit completed application form and required attachments to:

City of Cayce
ATTN: Amanda Rowan
P.O. Box 2004
Cayce, SC 29171-2004
Or
Fax to 803-796-9072

DEADLINE IS FRIDAY, April 23, 2021

Complete application form and attachments can also be dropped off at

City Hall 1800
12th Street

For Office Use Only

Date Received Recommendation Date of Recommendation

Council Action Date Amount Approved

Organization: Cayce Historical Museum (Christmas Traditions)

List all expenses associated with this event.

Type of Expenditure	FY2021-22
Decorations	\$700
Food/Refreshments	\$1,000
Office Supplies/Paper.etc.	\$200
Advertising	\$1,500
Entertainment	\$850
Lantern Tour Performers	\$750
TOTAL*	\$5,000

*NOTE: This amount should equal the amount of revenues on page 1.



CITY OF CAYCE
 ACCOMMODATIONS TAX FUND
 REQUEST FY 2021-2022

Funding provided by Accommodations Tax must be used for promotion and advertising specifically designed to bring tourists to the City of Cayce and is done so under the provision that the City of Cayce will be listed as a co-sponsor on all advertising including, but not limited to, print media, radio spots, television ads, etc. Funds can only be given if it is more likely that you will attract people to stay overnight in City of Cayce local motels and frequent City of Cayce restaurants.

1. **The Applicant** must be a public or private non-profit organization. Provide Federal ID number and non-profit status for applicant and the name, address, phone, number, address, and email of the contact person for the project. **Attach** a copy of the applicant's 501 (C) (3) certification letter **and** a copy of a current Secretary of State charity registration letter.

Applicant/Organization Cayce Fall Fest/Cayce Events Committee

Federal ID No. _____ Non-Profit Status: _____

Contact Person Danny Creamer Telephone 803-206-3279

Address 1011 M. Ave. Cayce, SC 29033

Email dannycreamergmail.com

2. **Project Category (check one)**

Tourism Advertising and Promotion

Organizations must submit a budget of planned expenditures with application and an accounting of how funds were spent at the end of the funding year.

Tourism-Related Expenditures

(Definition: Tourism/tourist means the action and activities of people taking trips 50 miles outside their home communities for any purpose, except daily commuting to and from work.) Tourism-related expenditures include advertising and promotion; promotion of arts or cultural events; construction, maintenance and operation of civic or cultural facilities; public services, such as utilities or facilities to serve tourists; parks, recreation or beautification; tourism-related transportation services; waterfront erosion control or repair; operation of visitor information centers. **Distribution of funds will be based on the percentage of visitors who travel 50 or more miles from outside your community to attend or visit your event, activity, or facility.**

Organizations must submit a budget of planned expenditures with application and an accounting of how funds were spent at the end of the funding year.



6. Estimated Cost of Project \$30,000

7. Total Accommodations Tax Funds Requested for FY21-22 \$ 15,000

Signature of Applicant

Date

Please attach:

1. Form listing actual and requested revenues; actual and anticipated expenditures (Attachment 1, pages 1 and 2).
2. One page brief history of organization, if first-time applicant.
3. Copy of your IRS 501 (C) (3) certification letter.
4. Copy of a current South Carolina Secretary of State charity registration letter.

Submit completed application form and required attachments to:

City of Cayce
P.O. Box 2004
Cayce, SC 29171-2004
 Or
Fax to 803-796-9072

DEADLINE IS April 23, 2021

Complete application form and attachments can also be dropped off at

City Hall
1800 12th Street
Cayce, SC 29033

For Office Use Only

Date Received _____

Council Action Date _____

Recommendation _____

Amount Approved _____

Date of Recommendation _____



CITY OF CAYCE
ACCOMMODATIONS TAX FUND
REQUEST FY 2021-2022

Funding provided by Accommodations Tax must be used for promotion and advertising specifically designed to bring tourists to the City of Cayce and is done so under the provision that the City of Cayce will be listed as a co-sponsor on all advertising including, but not limited to, print media, radio spots, television ads, etc. Funds can only be given if it is more likely that you will attract people to stay overnight in City of Cayce local motels and frequent City of Cayce restaurants.

- 1. **The Applicant** must be a public or private non-profit organization. Provide Federal ID number and non-profit status for applicant and the name, address, phone, number, address, and email of the contact person for the project. **Attach** a copy of the applicant’s 501 (C) (3) certification letter **and** a copy of a current Secretary of State charity registration letter.

Applicant/Organization Christmas In Cayce/Cayce Events Committee

Federal ID No. _____ Non-Profit Status: _____

Contact Person Danny Creamer, Chairperson Telephone 803-206-3279

Address: 1011 M Ave., Cayce, SC 29033

Email dannycreamergmail.com

2. **Project Category (check one)**

Tourism Advertising and Promotion

Organizations must submit a budget of planned expenditures with application and an accounting of how funds were spent at the end of the funding year.

Tourism-Related Expenditures

(Definition: Tourism/tourist means the action and activities of people taking trips 50 miles outside their home communities for any purpose, except daily commuting to and from work.) Tourism-related expenditures include advertising and promotion; promotion of arts or cultural events; construction, maintenance and operation of civic or cultural facilities; public services, such as utilities or facilities to serve tourists; parks, recreation or beautification; tourism-related transportation services; waterfront erosion control or repair; operation of visitor information centers. **Distribution of funds will be based on the percentage of visitors who travel 50 or more miles from outside your community to attend or visit your event, activity, or facility.**

Organizations must submit a budget of planned expenditures with application and an accounting of how funds were spent at the end of the funding year.



City of Cayce

Accommodations Tax Fund Request

3. Project/Event name and general description with specific reference to what will be accomplished with city funds.

Christmas In Cayce – Yearly festival of holiday lights, Christmas Traditions at the Cayce Museum, and Tree Lighting Ceremony. Events also held in conjunction with the West Metro Holiday Parade of Lights. Funds will be used to advertise events to bring in tourists and to repair and replace lights and add more lighting to City Hall complex. There is also “Carols Along the Riverwalk”, a special activity to take place one night during the event at the Cayce Riverwalk Park. People travel from all over the midlands and the state to see the impressive light displays at City Hall.

4. Project Period: Begin December 2, 2021 End December 31, 2021

5. For Tourism-related expenditures: The following questions must be answered in order for your request to be considered for funding.

One important factor in allocating these funds is that there should be more hotel/motel activity in our community due to the funding provided. Which hotels in the City of Cayce have you contacted to arrange rooms for your overnight visitors? Have contacted all motels in the area and working with the Greater Cayce West Columbia Chamber of Commerce & Visitors Center to promote motels in the area for overnight stays.

Total number of visitors expected to attend your event? 30,000 all events

What percentage of visitors outside the Cayce community (50 miles or more) will be attending your event? 25%

Describe how your project/event will attract and promote tourism, civic and cultural events, or help provide services and facilities that are needed to attract and provide for tourists, civic and cultural activities. (Attach a sheet, if necessary)

Advertising to include newspaper, radio and heavy marketing plan, this event brings tourists in from all over the state. Restaurants report heaviest sales especially during first three days of events. The events benefit the motel and restaurant industry in the Cayce and West Metro area and promotes economic growth.

6. Estimated Cost of Project 39,500

7. Total Accommodations Tax Funds Requested for FY21-22 \$ 13,000



Signature of Applicant

Date

Please attach:

1. Form listing actual and requested revenues; actual and anticipated expenditures (Attachment 1, pages 1 and 2).
2. One page brief history of organization, if first-time applicant.
3. Copy of your IRS 501 (C) (3) certification letter.
4. Copy of a current South Carolina Secretary of State charity registration letter.

Submit completed application form and required attachments to:

**City of Cayce
P.O. Box 2004
Cayce, SC 29171-2004
Or
Fax to 803-796-9072**

DEADLINE IS APRIL 23, 2021

Complete application form and attachments can also be dropped off at

**City Hall
1800 12th Street
Cayce, SC 29033**

For Office Use Only

Date Received _____

Council Action Date _____

Recommendation _____

Amount Approved _____

Date of Recommendation _____



**CITY OF CAYCE
ACCOMMODATIONS TAX FUND
REQUEST FY 2021-2022**

Funding provided by Accommodations Tax must be used for promotion and advertising specifically designed to bring tourists to the City of Cayce and is done so under the provision that the City of Cayce will be listed as a co-sponsor on all advertising including, but not limited to, print media, radio spots, television ads, etc. Funds can only be given if it is more likely that you will attract people to stay overnight in City of Cayce local motels and frequent City of Cayce restaurants.

1. **The Applicant** must be a public or private non-profit organization. Provide Federal ID number and non-profit status for applicant and the name, address, phone, number, address, and email of the contact person for the project. **Attach** a copy of the applicant's 501 (C) (3) certification letter **and** a copy of a current Secretary of State charity registration letter.

Applicant/Organization EdVenture, Inc.
 Federal ID No. 57-1013857 Non-Profit Status: 501c3
 Contact Person Robin Harriford Telephone (803) 400-1138
 Address 211 Gervais Street Columbia, SC 209201
 Email rharriford@edventure.org

2. **Project Category (check one)**

Tourism Advertising and Promotion

Organizations must submit a budget of planned expenditures with application and an accounting of how funds were spent at the end of the funding year.

Tourism-Related Expenditures

(Definition: Tourism/tourist means the action and activities of people taking trips 50 miles outside their home communities for any purpose, except daily commuting to and from work.) Tourism-related expenditures include advertising and promotion; promotion of arts or cultural events; construction, maintenance and operation of civic or cultural facilities; public services, such as utilities or facilities to serve tourists; parks, recreation or beautification; tourism-related transportation services; waterfront erosion control or repair; operation of visitor information centers. **Distribution of funds will be based on the percentage of visitors who travel 50 or more miles from outside your community to attend or visit your event, activity, or facility.**

Organizations must submit a budget of planned expenditures with application and an accounting of how funds were spent at the end of the funding year.



City of Cayce

Accommodations Tax Fund Request

3. Project/Event name and general description with specific reference to what will be accomplished with city funds.

EdVenture proposes this: The City of Cayce will purchase 900 tickets to EdVenture, at a reduced rate, to issue to the nine hotels listed on the Cayce/West Columbia Chamber of Commerce Business Directory. Those hotels will also receive unique rack cards (see the Mockup to get the general idea) and will be empowered to give the tickets to guests as promotions or to sell them to visitors for a small profit.

Part of the funding request also includes designing and printing the unique rack cards for this project. It also includes staff time for collaborating with the hotels and delivering packets to hotels.

We hope to split the cost of this work equally between Cayce A-Tax and H-Tax grants.

4. Project Period: Begin 01 July 2021 End 30 June 2022

5. For Tourism-related expenditures: The following questions must be answered in order for your request to be considered for funding.

One important factor in allocating these funds is that there should be more hotel/motel activity in our community due to the funding provided. Which hotels in the City of Cayce have you contacted to arrange rooms for your overnight visitors? _____

Total number of visitors expected to attend your event? 900

What percentage of visitors outside the Cayce community (50 miles or more) will be attending your event? 100%

Describe how your project/event will attract and promote tourism, civic and cultural events, or help provide services and facilities that are needed to attract and provide for tourists, civic and cultural activities. (Attach a sheet, if necessary)

To see how the requested dollars will financially impact tourism-related businesses in Cayce, please look closely at the Mockup of Hotel Rack Cards in the attachments to this application. Note that the front of the card will include logos of EdVenture, Cayce, and participating hotels from the Cayce/West Columbia Chamber of Commerce Business Directory. The back includes logos of restaurants and attractions from the same source. With these rack cards, hotels will be issued unique tickets, each of which will include a barcode that will track the ticket in EdVenture's ticketing system. Patrons using these cards will be asked to report on their plans to visit restaurants or other venues in the area.

This value-added offer to guests in hotels along with the rack cards listing local restaurants and venues will promote dining at restaurants and other eating/drinking establishments in the City of Cayce. It will also promote and highlight the City of Cayce's historic and cultural venues, recreational facilities, and events.



6. Estimated Cost of Project \$11,591

7. Total Accommodations Tax Funds Requested for FY21-22 \$4,900

Robin J. Harriford
Signature of Applicant

05 May 2021
Date

Please attach:

1. Form listing actual and requested revenues; actual and anticipated expenditures (Attachment 1, pages 1 and 2).
2. One page brief history of organization, if first-time applicant.
3. Copy of your IRS 501 (C) (3) certification letter.
4. Copy of a current South Carolina Secretary of State charity registration letter.

Submit completed application form and required attachments to:

City of Cayce
ATTN: Amanda Rowan
P.O. Box 2004
Cayce, SC 29171-2004
Or
Fax to 803-796-9072

DEADLINE IS APRIL 23, 2021

Complete application form and attachments can also be dropped off at

City Hall
1800 12th Street
Cayce, SC 29033

For Office Use Only

Date Received _____

Council Action Date _____

Recommendation _____

Amount Approved _____

Date of Recommendation _____



Why we exist:

The dream of EdVenture Children's Museum began in 1992 when a group of influential women in South Carolina decided to join a national movement by establishing a children's museum on the shores of the Congaree River, less than a mile from the capitol building in downtown Columbia. These women garnered EdVenture's 501(c)3 status in 1995, launched a capital campaign, and, gathering around a kitchen table, fleshed out their dream: *a place where children could experience the joy of learning*. In November 2003, EdVenture Columbia opened its doors.

What we do:

From the beginning, a major focus of learning opportunities throughout EdVenture was STEM--science, technology, engineering, and math. A bit later, the Aha Factory, an art creation space in the Maker Works Exhibit gallery, brought the Arts, and we became STEAM-focused in our curriculum. We offer support for learning healthy choices, from our Cooking Lab healthy eating classes to our oral health curriculum, and we support every child's right to experience the joy of learning.

Who we serve:

Our visitors are children from birth to age 10 along with their families.

The need we serve:

According to the Global Development Research Center, "When a child is born, he/she comes with a brain ready and eager to learn. The brain is very much like a new computer. It has great potential for development, depending on what we put into it. Early experiences greatly influence the way a person develops. Everyone who works with children has an awesome responsibility for the future of those children. The activities you do with them from birth to age 10 will determine how their learning patterns develop. As children interact with their environment, they learn problem solving skills, critical thinking skills, and language skills" (Susan Jindrich 1998). EdVenture creates interactive spaces where children can learn through play.

How we do this:

The National Association for the Education of Young Children states that children learn and develop through play. This is true at all of our EdVenture locations:

- cognitive skills – like math and problem solving in a pretend grocery store
- physical abilities – like balancing blocks and climbing the stairs or the rock wall
- new vocabulary – like the words they learn from our educators and books
- social skills – like playing together on a real fire truck or emergency vehicle
- literacy skills – like creating a menu for a pretend restaurant

ITEM IV. A.



CITY OF CAYCE
ACCOMMODATIONS TAX FUND
REQUEST FY 2021-2022

Funding provided by Accommodations Tax must be used for promotion and advertising specifically designed to bring tourists to the City of Cayce and is done so under the provision that the City of Cayce will be listed as a co-sponsor on all advertising including, but not limited to, print media, radio spots, television ads, etc. Funds can only be given if it is more likely that you will attract people to stay overnight in City of Cayce local motels and frequent City of Cayce restaurants.

- 1. **The Applicant** must be a public or private non-profit organization. Provide Federal ID number and non-profit status for applicant and the name, address, phone, number, address, and email of the contact person for the project. **Attach** a copy of the applicant’s 501 (C) (3) certification letter **and** a copy of a current Secretary of State charity registration letter.

Applicant/Organization Soiree on State/City of Cayce

Federal ID No. _____ Non-Profit Status: _____

Contact Person Mendy Corder Telephone 803-550-9520

Address 1800 12th Street Cayce, SC

Email mcorder@caycesc.gov

2. **Project Category (check one)**

Tourism Advertising and Promotion

Organizations must submit a budget of planned expenditures with application and an accounting of how funds were spent at the end of the funding year.

Tourism-Related Expenditures

(Definition: Tourism/tourist means the action and activities of people taking trips 50 miles outside their home communities for any purpose, except daily commuting to and from work.) Tourism-related expenditures include advertising and promotion; promotion of arts or cultural events; construction, maintenance and operation of civic or cultural facilities; public services, such as utilities or facilities to serve tourists; parks, recreation or beautification; tourism-related transportation services; waterfront erosion control or repair; operation of visitor information centers. **Distribution of funds will be based on the percentage of visitors who travel 50 or more miles from outside your community to attend or visit your event, activity, or facility.**

Organizations must submit a budget of planned expenditures with application and an accounting of how funds were spent at the end of the funding year.



City of Cayce

Accommodations Tax Fund Request

3. Project/Event name and general description with specific reference to what will be accomplished with city funds.

The Soiree on State is a party in the streets. There will be great food and drinks, an awesome kid's area, live music and local artists. For the past few years the Soiree drew an estimate of 2,500 people to the event.

4. Project Period: Begin April 2022 End April 2022

5. For Tourism-related expenditures: The following questions must be answered in order for your request to be considered for funding.

One important factor in allocating these funds is that there should be more hotel/motel activity in our community due to the funding provided. Which hotels in the City of Cayce have you contacted to arrange rooms for your overnight visitors? Have contacted all motels in the area and working with the Greater Cayce West Columbia Chamber of Commerce & Visitors Center to promote motels in the area for overnight stays.

Total number of visitors expected to attend your event? 2,500 +

What percentage of visitors outside the Cayce community (50 miles or more) will be attending your event? 35% - 50%

Describe how your project/event will attract and promote tourism, civic and cultural events, or help provide services and facilities that are needed to attract and provide for tourists, civic and cultural activities. (Attach a sheet, if necessary)

Advertising to include marketing in newspapers, radio and billboards, this event brings tourists in from all over the state and out of state.

Multiple horizontal lines for additional text input.



6. Estimated Cost of Project \$50,000

7. Total Accommodations Tax Funds Requested for FY21-22 \$ \$25,000

Signature of Applicant

Date

Please attach:

1. Form listing actual and requested revenues; actual and anticipated expenditures (Attachment 1, pages 1 and 2).
2. One page brief history of organization, if first-time applicant.
3. Copy of your IRS 501 (C) (3) certification letter.
4. Copy of a current South Carolina Secretary of State charity registration letter.

Submit completed application form and required attachments to:

City of Cayce
P.O. Box 2004
Cayce, SC 29171-2004
 Or
Fax to 803-796-9072

DEADLINE IS APRIL 23, 2021

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City Hall
1800 12th Street
Cayce, SC 29033

For Office Use Only

Date Received _____

Council Action Date _____

Recommendation _____

Amount Approved _____

Date of Recommendation _____



City Of Cayce

Accommodations Tax Fund Request

Attachment 1, Page 2

Organization Soiree on State/City of Cayce

List all expenses associated with this event.

Type of Expenditure	FY2021-2022
Advertising (Billboards, Media Groups)	\$20,000
Equipment (Stage, Port a Johns, Tables, Golf Carts, Tents, Pods)	\$4,200
Insurance (Liability & Weather Insurance)	\$2,500
Misc./Decorations (VIP Area, Hospitality Room)	\$4,500
Signage	\$2,000
Entertainment (Sound & Bands)	\$8,800
Food & Drinks	\$2,000
Kids Area (Balloon Artist, Face Painter, Bouncy Houses)	\$4,000
Electrical Needs	\$2,000
TOTAL*	\$50,000

*NOTE: This amount should equal the amount of revenues on page 1.



**CITY OF CAYCE
ACCOMMODATIONS TAX FUND
REQUEST FY 2021-2022**

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1. **The Applicant** must be a public or private non-profit organization. Provide Federal ID number and non-profit status for applicant and the name, address, phone, number, address, and email of the contact person for the project. **Attach** a copy of the applicant's 501 (C) (3) certification letter **and** a copy of a current Secretary of State charity registration letter.

Applicant/Organization The River Alliance (Tartan Day South)

Federal ID No. 57-1024824 Non-Profit Status: 501-C-3

Contact Person John Banks Telephone 803-665-7620

Address 300 Candi Lane Columbia, SC 29210

Email johnbanks@columbiaspeedway.com

2. **Project Category (check one)**

Tourism Advertising and Promotion

Organizations must submit a budget of planned expenditures with application and an accounting of how funds were spent at the end of the funding year.

Tourism-Related Expenditures

(Definition: Tourism/tourist means the action and activities of people taking trips 50 miles outside their home communities for any purpose, except daily commuting to and from work.) Tourism-related expenditures include advertising and promotion; promotion of arts or cultural events; construction, maintenance and operation of civic or cultural facilities; public services, such as utilities or facilities to serve tourists; parks, recreation or beautification; tourism-related transportation services; waterfront erosion control or repair; operation of visitor information centers. **Distribution of funds will be based on the percentage of visitors who travel 50 or more miles from outside your community to attend or visit your event, activity, or facility.**

Organizations must submit a budget of planned expenditures with application and an accounting of how funds were spent at the end of the funding year.



6. Estimated Cost of Project \$125,000

7. Total Accommodations Tax Funds Requested for FY21-22 \$ \$12,000

John R. Banks
Signature of Applicant

April 23, 2021
Date

Please attach:

- 1. Form listing actual and requested revenues; actual and anticipated expenditures (Attachment 1, pages 1 and 2).
- 2. One page brief history of organization, if first-time applicant.
- 3. Copy of your IRS 501 (C) (3) certification letter.
- 4. Copy of a current South Carolina Secretary of State charity registration letter.

Submit completed application form and required attachments to:

City of Cayce
 ATTN: Amanda Rowan
 P.O. Box 2004
 Cayce, SC 29171-2004
 Or
 Fax to 803-796-9072

DEADLINE IS APRIL 23, 2021

Complete application form and attachments can also be dropped off at

City Hall
 1800 12th Street
 Cayce, SC 29033

For Office Use Only	
Date Received _____	Council Action Date _____
Recommendation _____	Amount Approved _____
Date of Recommendation _____	



City Of Cayce

Accommodations Tax Fund Request

Organization The River Alliance (Tartan Day South)

Provide the best description possible for the source of revenue (example – are other grant funds committed through grant award or written notification?). Identify by name, sponsors, agencies, etc. contributing.

Type of Revenue	FY2021-2022
City of Cayce H Tax	\$30,000
City of Cayce A-Tax	\$12,000
West Columbia A-Tax	\$10,000
Town of Lexington A-Tax	\$12,000
Lexington County Beverage Tax	\$4,000
Sponsors	\$15,000
Vender Fees	\$8,000
Bevarge Sales Income	\$3,000
Ticket Sales	\$31,000
TOTAL *	\$125,000

***NOTE: This amount should equal the amount of expenses on page 2.**



City Of Cayce

Accommodations Tax Fund Request

Attachment 1, Page 2

Organization The River Alliance (Tartan Day South)

List all expenses associated with this event.

Type of Expenditure	FY2021-2022
Marketing and Advertising	\$45,000
Entertainment and Exhibits	\$28,000
Tents and Logistics	\$20,000
Restroom Rentals	\$4,000
Facility Rentals and Electrical Costs	\$14,000
Misc. Labor	\$5,000
Event Insurance	\$2,000
Lodging for Judges	\$4,000
SC Amusement Taxes	\$3,000
TOTAL*	\$125,000

*NOTE: This amount should equal the amount of revenues on page 1.



Tartan Day South 2019 by the Numbers

12,129 Total Attendees over 4 Days

**3,762 Zip Codes were collected
over 2 days (April 5th and 6th)**

**Attendees from 162 Unique Zip Codes from
34 states outside of South Carolina**

**An estimated 1,700 visitors were from outside
of South Carolina**

**Zip Codes were collected from 158 Unique
Zip Code Areas in South Carolina**

**Over 2,600 Patrons were from 114 Unique
Zip Codes in South Carolina outside
of 50 Miles of Lexington County**

**Tartan Day South 2019 Economic Impact
\$1.51 Million dollar on the local Economy**

Memorandum

To: Mayor and Council

From: Tracy Hegler, City Manager

Date: August 30, 2021

Subject: Discussion and Approval of Hospitality Tax Grant Funding for FY21-22

Issue

City Council approval is needed to utilize Hospitality Tax funds to award grants for FY21-22.

Discussion

- During FY2020, \$65,300 in hospitality funds were issued for the 12,000 Year History Park and the Greater CWC Chamber Community Rebrand.
- The City received 8 Hospitality Tax Fund grant requests totaling \$98,175.
- Staff recommends awarding a total of \$65,000 for 7 projects in FY21-22.

During this fiscal year, staff anticipates using \$894,195 in Hospitality Tax Funds for FY21-22 operation and maintenance of tourism-related activities and capital items. Staff also recommends holding back \$200,000 in the fund balance as reserve.

2020-2021 Projected Revenue	\$1,300,00.00
Budgeted transfer to FY21 operation and maintenance capital items.	\$894,195
Hold in reserve	\$200,000
Eligible for grant making or undesignated fund balance.	\$205,805

A breakdown of grant requests and recommendations, from the staff review can be viewed in the attached chart.

Council may approve, deny or reduce any of the grant requests and/or the reserve amount.

Recommendation

Staff recommends City Council approve \$65,000 in 7 grant awards for Fiscal Year 21-22.

FY20 City of Cayce Hospitality Tax Grant Application

Project Information	
Project Name:	Cayce Serves
Project Address/Location:	1120 Fort Congaree Trail Cayce, SC 29033
Project Date(s):	TBD June 2022
Amount Requested:	\$5525

Organization Information	
Organization:	Cayce Public Safety Foundation
Mailing Address:	PO Box 5422
City/State/Zip:	Cayce, SC 29073
Phone:	803-546-2121
Alternate Phone:	
Fax:	E-Mail: khutchinson@caycesc.gov
Executive Director:	Pamme Eades
Contact Person (if other than Executive Director):	Kay Hutchinson
How many years has this organization existed:	11

Project Description
<p>The Cayce Serves Tennis Tournament will be held at the nationally recognized Cayce Tennis and Fitness Center at Otarre Pointe in June 15, 2022. The site is in a strategic area of Cayce where players and guests can enjoy the natural beauty of the City by walking its trails that lead to the Riverwalk, which is only a few steps away from the complex. This is an ongoing fundraiser presented by the Cayce Public Safety Foundation in order to raise funds for the Cayce Public Safety Department not available through other means.</p> <p>Previous tournaments have produced revenue in the amount of \$32,969. Items purchased for the department include: CALEA Certification fees, K9 equipment and training, air monitors, taser packages, chain saws, industrial fans, smoke detectors, flash hoods, boots, meals and groceries for Public Safety Officers and a training simulator. There have also been major gifts which have allowed purchases for the K-9 Unit, including a Pickup Truck. These items help to ensure Cayce Public Safety is properly supported and equipped to "Protect and Serve" its citizens.</p> <p>The tournament is a USTA sanctioned doubles, one day, round robin event that includes breakfast, lunch, T-Shirts and a "Clock Your Serve" Contest. Prizes and awards are given, including medals for 1st and 2nd place Male and Female Teams and the 1st and 2nd place "Clock Your Serve" winner.</p> <p>The tennis facility and players continue to be excited about the event and would love to see it expand to include Mixed Doubles and a Players Party on Friday evening.</p>

Tourist Information
Estimated number of total attendees to be attracted by this project: 120
Estimated number of attendees from outside of Cayce to be attracted: 100
<p>Explain how the number of tourists will be calculated (surveys, forms, license plates, etc.):</p> <p>Registration entries show where the players are from. In 2019, the tournament attracted 82 players. All players were from outside of Cayce, including players from New Jersey and Georgia. There were also family and friends who came to support them.</p>
<p>Explain how the requested dollars will increase tourism, financially impact tourism-related businesses in the City of Cayce, and how this impact is being determined:</p> <p>Meals from Cayce restaurants are purchased for lunch. Last year, Sub Station II provided sandwiches and Piggie Park provided boxed lunches (their sauce plant is in Cayce). Other local restaurants also include coupons and donate gift cards which are used after the tournament.</p> <p>Cayce businesses are also interested in growth of the tournament as shown by their continued support, which included \$3337 in cash sponsorships and \$2241 from registration in 2019. Over \$1500 of dollars raised was put directly back into Cayce businesses, some of which included medals from The Trophy and Gift Shop, lunch from Sub Station II, court fees and balls from the Tennis Center, etc.</p>

Total Project Costs	
Itemize Total Project Expenses Below	Amount
Food	1700
T-Shirts	1400
Court Fees	150
Balls	150
Awards and Prizes	500
Liability Insurance	600
Advertising, banners, signage, print	800
USTA Membership/Tournament Fee	80
Supplies, decorations, etc.	150
Total Project Cost	5530

Hospitality Tax Grant Project Costs	
Itemize Hospitality Tax Grant Expenses Below	Amount
Food	1700
T-Shirts	1400
Court Fees	150
Balls	150
Awards and Prizes	500
Liability Insurance	600
Advertising, banners, signage, print	800
USTA Membership/Tournament Fee	75
Supplies, decorations, etc.	150
Amount Requested (must equal Amount Requested on first page of application)	5530

All Sources of Project Funds		
Source of Funds	Status of Funds (Proposed, Requested, Received)	Amount
Registration Fees	Proposed	3400
Sponsorships	Proposed	2000
	Total	5400

FY21-22 City of Cayce Hospitality Tax Grant Application

Project Information	
Project Name: Hall of Horrors Haunted Attraction	
Project Address/Location: CWC Jaycee Hut (1153 Walter Price Street)	
Project Date(s): Various Nights in October, 2021	Amount Requested: \$13,700

Organization Information	
Organization: Cayce-West Columbia Jaycees (Junior Chamber International)	
Mailing Address: 1153 Walter Price Street	
City/State/Zip: Cayce, SC 29033	
Phone: (803) 814-5858	Alternate Phone: (352) 226-2311
Fax: N/A	E-Mail: president@cwcyjcees.org
Executive Director: James "Jimmy" Wall	
Contact Person (if other than Executive Director): N/A	
How many years has this organization existed?: 62 years	

Project Description
<p>Hall of Horrors is a non-profit haunted attraction located in Cayce, South Carolina organized by the Cayce-West Columbia Jaycees. For over 40 years, Hall of Horrors, the longest-running haunted attraction in South Carolina, has been scaring guests and raising money for many local and state charities, including South Carolina Jaycee Camp Hope, Harvest Hope, Wounded Warriors, Hidden Wounds, and the FealGood Foundation.</p> <p>The Cayce-West Columbia Jaycees, or Junior Chamber of Commerce, is a non-profit organization that has offered leadership training through community service in the Cayce and West Columbia areas for over 50 years. The Jaycees give adults between the ages of 18 and 40 the tools they need to build the bridges of success for themselves in the areas of community service, individual development, management skills, and business connections. With the focus on volunteerism, the Jaycees are enlarging areas of opportunity for adults who want to not only improve themselves but enrich the lives of others. Since 1958, our chapter has donated its time and money to such charities as Relay For Life, Harvest Hope, SisterCare, Families Helping Families, Support Our Troops, and Jaycee Camp Hope--a camp specifically designed for children and adults with cognitive disabilities--which is sponsored by the South Carolina Jaycees.</p>

Tourist Information

Estimated number of **total attendees** to be attracted by this project: 4000

Estimated number of attendees **from outside of Cayce** to be attracted: 3500

Explain how the number of tourists will be calculated (surveys, forms, license plates, etc.):

We are able to capture patron residency via our point-of-sale system (Square). This information can be reported at the close of the season. Additionally, we intend to move toward an appointment-based admissions system to control crowds this season. Zip Codes can be collected on our website for those online sales.

We have found great success with social media advertising in the past. We intend to use Facebook and Instagram for their ability to target advertising based on geographic area. Not only would our advertising dollars be directed outside of Cayce, but we would be able to generate reports at the close of the season demonstrating the reach and performance of our advertising campaigns.

Explain how the requested dollars will increase tourism, financially impact tourism-related businesses in the City of Cayce, and how this impact is being determined:

Since 2008, we have attracted roughly 40,000 people to our non-profit haunted attraction. We have a prominent location with frontage on 12th Street, right across from Cayce Municipal Complex. This requires our patrons to drive through either the Business District (Knox Abbott Road) or the Arts District (State and Frink Street Corridor). Both districts are full of restaurant, bar, and brewery offerings. Since we open at 8:00 pm, and since visiting haunted attractions is a social affair, patrons regularly meet-up with their friends for dinner and drinks prior to arriving.

We attract a diverse range of patrons including many high school and college students, young professionals, families, and haunted attraction enthusiasts. We make every effort to ensure that anyone who wants to experience our attraction can do so. In fact, the Hall of Horrors is currently the only haunted attraction in the Midlands that is compliant with the Americans with Disabilities Act.

It must be stated that our patrons are a "captive audience" in that we have their attention while they wait to enter the attraction. This provides advertising opportunities for would-be sponsors to directly reach our patrons through banners and posters, as well as fliers handed out with admission tickets.

Finally, there is a small but dedicated demographic who will travel far and wide to visit a cluster of area haunts in one night. Since this will be our first year in operation since 2017, we anticipate there will be a lot of interest in this crowd. These "haunt tourists" will invariably spend money in Cayce, either before or after they visit our attraction.

Total Project Costs	
Itemize Total Project Expenses Below	Amount
Construction Materials (Lumber, Fasteners/Hardware, and Paint)	\$2,000
Technical Equipment (Lights, Audio, and Special Effects)	\$1,200
Actors (Costumes, Props, Makeup)	\$800
Total Project Cost	\$4,000

Hospitality Tax Grant Project Costs	
Itemize Hospitality Tax Grant Expenses Below	Amount
Advertising (Website, Social Media, Billboards, Flyers)	\$7,000
Volunteers (Food, Water, Appreciation, First Aid)	\$1,850
Customers (PortaPotties, Merchandise, Tickets, Misc.)	\$850
Management (Insurance, Fire Watch Officials, Fire Code Compliance)	\$4,000
Amount Requested (must equal Amount Requested on first page of application)	\$13,700

All Sources of Project Funds		
Source of Funds	Status of Funds (Proposed, Requested, Received)	Amount
Internal Budget	Received	\$4,000
Hospitality Tax Grant	Proposed	\$13,700
	Total	\$17,700



April 23rd, 2021

Dear Cayce City Council:

On behalf of the membership of the Cayce-West Columbia Jaycees, I would like to thank you for opening the Hospitality Tax Grant back up to applications this fiscal cycle. As we all know, the last year has been difficult for everyone. But for a membership and community focused organizations like ours, it has been traumatic. I will not mince words: we have been rudderless. We are eager to get back in the community, see our neighbors, provide leadership opportunities for our members, and most importantly, **create positive change**.

Within this application you will find the required documentation requesting financial assistance for our flagship and award-winning project, the Hall of Horrors Haunted Attraction. What you will not find, however, are the voices of those impacted by the funds we raise. Over the decades our chapter has donated nearly \$100,000 to local charities and non-profits, with the lion's share supporting SC Jaycee Camp Hope. We like to say that we create nightmares to make the camper's dreams come true. In short, this project is immensely important to our members and our community.

The Jaycees have partnered with the city many times over my years in the organization, particularly by running Kids Zone at Soiree on State and launching the Cayce Field Days project over the summers of 2018 and 2019. We look forward to working together again in this post-pandemic world. We believe that together we can build a better and brighter Cayce!

Thank you for your support over the years and thank you for considering this project for the Hospitality Tax Grant Award!

Sincerely,

A handwritten signature in blue ink that reads "James Wall".

James Wall
2021 Chapter President
Cayce-West Columbia Jaycees

- Alabama
- Arizona
- Arkansas
- California
- Colorado
- Connecticut
- Delaware
- Florida
- Georgia
- Hawaii
- Illinois
- Indiana
- Iowa
- Kansas
- Kentucky
- Louisiana
- Maryland
- Michigan
- Minnesota
- Mississippi
- Missouri
- Montana
- Nebraska
- New Jersey
- New York
- North Carolina
- North Dakota
- Ohio
- Oklahoma
- Oregon
- Pennsylvania
- South Carolina
- South Dakota
- Tennessee
- Texas
- Virginia
- Washington
- West Virginia
- Wisconsin
- Wyoming



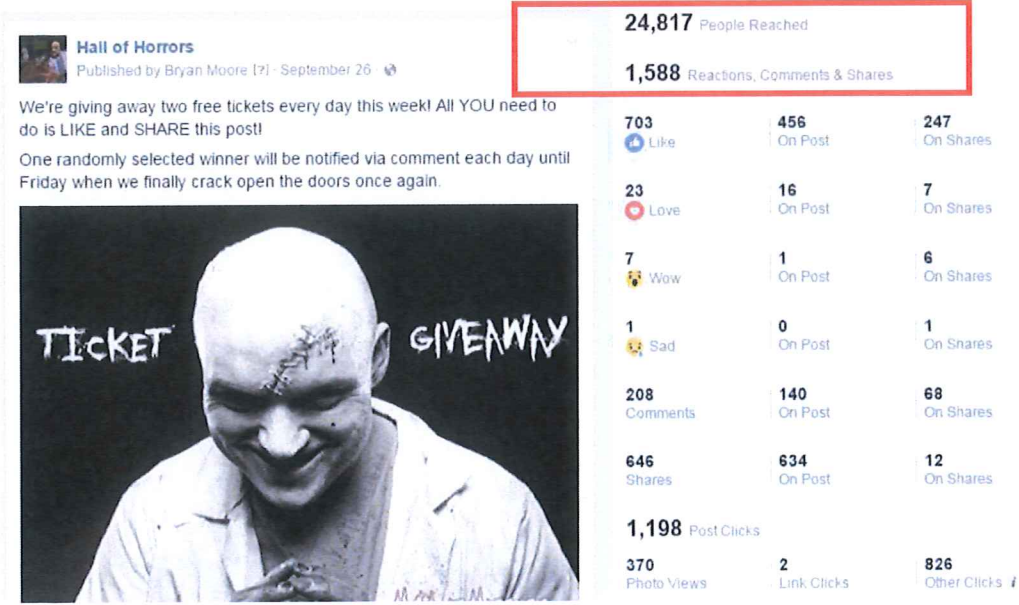
Cayce-West Columbia Junior Chamber

1153 Walter Price Street, Cayce, SC 29033
tel: (803) 814-5858 • www.cwcjaycees.org

A key to our proposal is the use of Facebook advertising. Our goal is to not only utilize the platform to build interest in getting additional patrons to our attraction, but to expose our 6,621 Facebook page fans and their friends to the local restaurants in Cayce.

This year alone, we reached over 71,810 potential customers through our Facebook advertising presence with a small advertising budget. We believe the key to our success was our ability to utilize our established network of fans and create interactive posts that attract new potential fans and build awareness.

Our most successful posts were our contest posts where we would giveaway two free tickets to our attraction. In the following example, we had 1,588 interactions on our post and exposed this post to almost 25,000 people (roughly double the population of Cayce). An example of such a post is below:



If we were to obtain the grant for Facebook advertising, we would seek to partner up with the local restaurants and attractions to drum up business for them. A small gift certificate or offer for a restaurant in addition to our free tickets could greatly grow the presence and social media following of local Cayce businesses. We have roughly 3x the number of Facebook fans as other Cayce businesses and we feel we can leverage our large network to provide significant exposure to them.

Restaurant/Attraction	Facebook Page Likes
Hall of Horrors	6,621
D's Wings	2,606
2108 State	2,132
Vellas	1,753
The Final Door	1,692
Red Lobster - Cayce	1,508
Tony's Pizzalicious	863
Caribbean Soul Grill	551
Schlotzsky's	80
Carolina Wings & Rib House-Cayce	80
AMF Park Lanes	32

Facebook has been a key driver of our recent success and I believe this grant would provide us with the ability to benefit Cayce restaurants and attractions in a very meaningful way.

FY21-22 City of Cayce Hospitality Tax Grant Application

Project Information	
Project Name:	
Project Address/Location:	
Project Date(s):	Amount Requested:

Organization Information	
Organization:	
Mailing Address:	
City/State/Zip:	
Phone:	Alternate Phone:
Fax:	E-Mail:
Executive Director:	
Contact Person (if other than Executive Director):	
How many years has this organization existed?:	

Project Description
<p>According to SC Local Hospitality Tax Act (Section 6-1-730), one use of Hospitality Funds can be “advertising and promotions related to tourism development.” This project is an excellent fulfillment of this use.</p> <p>EdVenture proposes this: The City of Cayce will purchase 900 tickets to EdVenture, at a reduced rate, to issue to the nine hotels listed on the Cayce/West Columbia Chamber of Commerce Business Directory. Those hotels will also receive unique rack cards (see the Mockup to get the general idea) and will be empowered to give the tickets to guests as promotions or to sell them to visitors for a small profit.</p> <p>Part of the funding request also includes designing and printing the unique rack cards for this project. It also includes staff time for collaborating with the hotels and delivering packets to hotels.</p> <p>We hope to split the cost of this project evenly between Cayce H-Tax and A-Tax.</p>

Tourist Information

Estimated number of **total attendees** to be attracted by this project:

Estimated number of attendees **from outside of Cayce** to be attracted:

Explain how the number of tourists will be calculated (surveys, forms, license plates, etc.):

Explain how the requested dollars will increase tourism, financially impact tourism-related businesses in the City of Cayce, and how this impact is being determined:

FY21-22 City of Cayce Hospitality Tax Grant Application

Project Information	
Project Name: Girls on the Run of Columbia 5K Events	
Project Address/Location: PO Box 5167, West Columbia, SC 29171	
Project Date(s): November 20, 2021 & May 2022	Amount Requested: \$5,000

Organization Information	
Organization: Girls on the Run of Columbia	
Mailing Address: PO Box 5167	
City/State/Zip: West Columbia, SC 29171	
Phone: 803-381-0482	Alternate Phone:
Fax:	E-Mail: info@gotrcolumbia.org
Executive Director: Shannon Fountain	
Contact Person (if other than Executive Director):	
How many years has this organization existed?: 16	

Project Description
<p>The Girls on the Run (GOTR) 5k is the culminating event of every GOTR season. Over the course of the 8-week program, girls in 3rd-8th grades learn life skills through fun, engaging lessons that celebrate the joy of running. The program inspires girls to improve their emotional and physical health, foster healthy social relationships, and contribute positively to their communities. At the end of the season, girls from all the GOTR teams in the Midlands come together to celebrate their accomplishments with the non-competitive 5k. Each girl is accompanied by at least one adult running buddy; spectators include family members, friends, school employees, and other community members. GOTR-Columbia seeks Hospitality Tax Grant funds for two 5k events (November 20, 2021 (tbd) and May 2, 2022 (date tbd)).</p> <p>These events will take place at the Historic Columbia Speedway; with the option of either the 5k course through surrounding neighborhoods and around the City of Cayce Department of Public Safety and Municipal buildings (see attached 5k course) or take place at the Speedway track-only based on the number of participants and safety measures due to COVID. The requested grant amount entitles the City of Cayce to Presenting Sponsorship Benefits for both 2021-2022 events.</p> <p>The GOTR 5k events, together, will attract 300+ runners/walkers, 100+ volunteers, and at least 100+ spectators. Of these visitors, 97% will travel from outside of Cayce to attend the event. The majority of participants will come from Kershaw, Lexington, Richland and Sumter counties, where the GOTR program currently operates. Additional participants and spectators will travel from out-of-state to support their friends and family in the Girls on the Run program. GOTR-Columbia has hosted the 5k event in Cayce since May 2015 and continues to receive positive feedback about the course, venue, and event experience overall. Participants especially enjoy the loop around the Cayce Municipal Building and the Cayce Fire Department spraying participants with water. We continue to partner with numerous community organizations and businesses to ensure the GOTR 5k is a safe, well-coordinated, fun and professional event.</p> <p>As an event geared toward children and their families, safety is the highest priority of the GOTR 5k. Our safety plan includes support from the Cayce Department of Public Safety, along with a volunteer first-aid team and clear emergency management plan. After safety, we focus on logistical readiness and professional event execution. This includes well-trained volunteers, clear signage, appropriate start/finish line equipment, crowd control, and clear communication before the event. COVID safety measures will also be take to include extra hand sanitizer stations, social distancing, wave starts, and masks if needed. Finally, we focus on fun and celebration! Every part of the event ties into the Girls on the Run mission to inspire girls to be joyful, healthy and confident. GOTR-Columbia invites the City of Cayce, the Cayce museum and library to have an information tables at the in-field celebration to hand out flyers and speak with participants about the city.</p>

Tourist Information

Estimated number of **total attendees** to be attracted by this project: 500

Estimated number of attendees **from outside of Cayce** to be attracted: 485

Explain how the number of tourists will be calculated (surveys, forms, license plates, etc.):

Girls on the Run collects zip codes from all 5k participants and volunteers when they register for the event. Zip codes for all additional spectators will be collected by volunteers at the two entrance points to the Speedway track. GOTR will also keep a clicker counter total for all participants entering the speedway.

Explain how the requested dollars will increase tourism, financially impact tourism-related businesses in the City of Cayce, and how this impact is being determined:

The biannual GOTR 5k has drawn thousands of tourists to the area for race day in previous years, while also highlighting the City of Cayce and the Historic Columbia Speedway as premier event locations. Due to COVID, we are limiting the number of programs and teams, making our return to in-person events smaller and safer as a result of the pandemic. Cayce will be featured in GOTR-Columbia's various promotional efforts, including traditional media, social media, and the GOTR-Columbia website (Marketing Plan attached).

To further drive tourist traffic to local restaurants, we are encouraging participants to eat at Cayce restaurants the weekend of the events. Additionally, GOTR Columbia will promote the prize drawing on our social media channels leading up to and on race day. Participants will enter the prize drawing by taking a picture of themselves at one of the Cayce restaurants, and using the hashtag #CayceGOTR5k. This will promote the city and restaurants while simultaneously serving as a way to better track the number of visitors to each establishment. The information regarding the winners of the drawing will be shared post-5k on social media channels.

GOTR promotes Cayce in the 5k virtual packets which are distributed to all participants and volunteers. GOTR will also promote Cayce events via social media. In addition to hosting the 5k events, GOTR will host post-race 5k volunteer appreciation nights at a local City of Cayce establishment, such as Steel Hands Brewery, to further draw tourism to Cayce.

The City of Cayce logo and acknowledgments of the Hospitality Tax funds will be prominently displayed throughout the event and virtually. In addition to the branded materials outlined in the budget, all printed and/or virtual marketing materials will recognize the City of Cayce as the presenting sponsor of each sponsored event. Additionally, the City of Cayce logo will be included on the front of the participant and volunteer virtual 5k guides, on 5k t-shirts and race bibs, and on the finisher medals for each sponsored event. The logo and recognition of the Hospitality Tax funds will also be included in e-mail communication to participants and their families. We will encourage participants to share their photos on social media using the hashtag #CayceGOTR5k. After the event, all 5k participants and their families will be emailed a survey with questions about their tourism-related behavior and money spent at Cayce businesses.

Total Project Costs	
Itemize Total Project Expenses Below	Amount
5k Professional Services [DJ, Parking]	\$500
5k Rentals [Portable toilets, venue, transportation]	\$3,000
5k EMT & Police	\$900
5k Materials and race bibs	\$1,250
5k Marketing	
5k T-shirts	\$1,200
5k Volunteer Appreciation	\$50
5k Finisher Medals	\$1,250
5k Background Checks	\$400
Total Project Cost	\$8,550

Hospitality Tax Grant Project Costs	
Itemize Hospitality Tax Grant Expenses Below	Amount
Cayce Public Safety - Course and Venue Support and Safety	\$900
Marketing & Promotions - Increase Attendance and Visibility for Cayce	\$300
Co-branded Finisher Medals - Increase Visibility for Cayce	\$800
5k T-shirts - Increase Visibility for Cayce	\$1,000
5k Venue Rental	\$2,000
Amount Requested (must equal Amount Requested on first page of application)	\$5,000

All Sources of Project Funds		
Source of Funds	Status of Funds (Proposed, Requested, Received)	Amount
5K Registrations	Proposed	\$2,900
Sponsorships	Proposed	\$1,500
City of Cayce Hospitality Tax Funding	Requested	\$5,000
Total		\$9,400

How the Request Will Be Expended (*Budget Justification, continued*)

The budget requested below will provide funding for both GOTR 5k events, which entitles the City of Cayce to presenting sponsor recognition and benefits for both events.

Expense Items	Dollar Amount
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Cayce Public Safety – Course & Venue Safety	\$900
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GOTR has worked closely with Cayce Public Safety Department to improve our traffic control and safety procedures; these efforts successfully minimized traffic disruptions for the GOTR 5k events. This expenditure ensures that tourists are able to reach their destination and minimize the inconvenience to local residents.

Marketing & Promotions	\$300
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All participants and volunteers are provided with a virtual event packet providing event information and maps. These packets will also include a full page promoting the City of Cayce. Funding will also be used to purchase prizes for a drawing for participants who visited participating Cayce restaurants on the weekend of the 5k. It will also be used to provide sponsored facebook posts, co-branded print materials, flyers, banners and signs, bibs for all runners/walkers.

Co-branded Finisher Medals	\$800
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Funds will purchase medals for 5k finishers. These medals will include a customized neck ribbon, co-branded with both the City of Cayce and GOTR logos. Finisher medals are prominently featured in event photography, providing an additional opportunity for City of Cayce visibility and promotion.

5k Shirts	\$1,000
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5k shirts are provided to participants and volunteers. Many teams wear their 5k shirts to school on Monday in a celebration of their accomplishment. As presenting sponsor of the 5k, the City of Cayce logo will be on the front of the 5k shirt for each sponsored 5k. Other 5k participants (coaches, running buddies, community members, etc) may choose to purchase a shirt with their event registration, but those shirts will not be purchased with H-Tax funding.

Venue Rental	\$2,000
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Rental of the Historic Columbia Speedway for both GOTR 5K events.

Accounting Services	\$2,688.00
Background Checks	\$2,508.40
Other Services	\$937.65
Prof. Memberships and Licenses	\$91.58
Research Services	\$228.00
Technology Services	\$856.51
Website Services	\$782.99
Total 2-Professional Expenses	\$8,093.13

3-Office Expenses

Computer Supplies	\$218.73
Copy & Printing	\$555.01
Internet Access	\$1,808.28
Office Supplies	\$1,903.97
Postage and Shipping	\$6.70
Telephone	\$881.31
Total 3-Office Expenses	\$5,374.00

4-Occupancy Expense

Office Building Rent Expense	\$9,175.00
Office Utilities Expense	\$3,529.97
Office Water Expense	\$98.98
TICAM/Other Building Services	\$125.00
Total 4-Occupancy Expense	\$12,928.95

5-Operational Expenses

Bank Fees	\$25.00
Credit Card Processing Fees	\$3,816.42
Licensing and taxes	\$7,803.00
Total 5-Operational Expenses	\$11,644.42

6-Travel and M&E Expenses

General M&E	\$17.87
General Travel	\$573.33
Staff Mileage Reimbursement	\$59.70
Total 6-Travel and M&E Expenses	\$650.90

7-Insurance Expense

D&O Insurance	\$675.00
General Liability Insurance	\$3,073.29
Workers Compensation Insurance	\$602.64
Total 7-Insurance Expense	\$4,350.93

8-Program Specific Expenses

Coach Training	\$1,481.81
Curricula and Related	\$888.81
Program Shirts	\$4,763.99
Shoes	\$327.75
Site Allowance	\$2,167.16
Volunteer Appreciation	\$511.07
Total 8-Program Specific Expenses	\$10,140.59

9-5k Expenses

5k EMT and Police	\$4,584.00
5K Materials	\$4,671.46
5k Medals & Ribbons	\$3,425.58
5k Professional Services	\$2,116.00
5K Promotion/Marketing	\$900.00
5K Race Bibs	\$440.53
5k Rentals	\$3,902.60
5k Shirts	\$9,965.88
5k Volunteer Appreciation	\$577.06
Total 9-5k Expenses	\$30,583.11

Total Operating Expenses **\$170,996.20**

Net Income / (Loss) before Tax **-\$31,790.58**

Hayley Bowers
Grew

ITEM IV. B.



April 23, 2021

Ms. Sarah Harris
City of Cayce
Hospitality Tax Grant Application
1800 12th Street
Cayce, SC 29033

RE: City of Cayce **Hospitality Tax** FY 2021-2022

Dear Ms. Harris:

Thank you for reviewing our application for the 2021-2022 Hospitality Tax Grant.

This application focuses on the December 2021 Parade of Lights event which is an outdoor event typically held the second weekend of December. In addition to planning this event, we have made vast changes to modernize our overall marketing strategy to make a positive impact on local restaurants, coffee/other drinks shops, to include:

1. **COVID-19 has allowed us to promote our outdoor parks, the Arts District, and murals, for which people are looking for during the pandemic time. We are using Pinterest, Facebook, and a Visitors website to attract visitors. We will continue this process for the proposed Parade of Lights event.**
2. Better documentation of our policies and procedures to ensure consistency
3. High-tech solutions to advertise, recruit and track visitors
4. Improvements to the physical Visitors Center with fresh paint, local photos, and hotel information to help people plan their visit; and improvements to the digital Visitors Programs through the website www.visitcaycewestcolumbia.com

We understand the importance of recognizing the support from the City of Cayce and providing reports within 30 days of completion. Again, we appreciate the consideration of our events in your decision making process. We know that the past year has been difficult for everyone, and we are excited to help make a positive impact on local restaurants, cafes, and similar tourist attractions in Cayce ... not only for this event but also throughout the year.

Sincerely,

Hayley Bowers

Hayley Bowers
Board Chair

Enclosures: 3 copies (not bound; clipped); 1 Emailed copy

Copy of SC Secretary of State Letter; ; List of Board of directors; copy of liability insurance;
Financial Statements, past 3 years

FY21-22 City of Cayce Hospitality Tax Grant Application

Project Information	
Project Name: Parade of Lights and Christmas Season Advertising	
Project Address/Location: 1006 12th Street, Cayce, SC 29033	
Project Date(s): Current - June 2021/Jan 2022	Amount Requested: \$5,000.00

Organization Information	
Organization: Greater CWC Chamber and Visitors Center (West Columbia-Cayce)	
Mailing Address: 1006 12th Street	
City/State/Zip: Cayce, SC 29033	
Phone: 803-794-6504	Alternate Phone: 803-608-7553 Hayley Bowers
Fax: N/A	E-Mail: joe.matthews@cwchamber.com
Executive Director: Tim James, President and CEO tim@cwchamber.com	
Contact Person (if other than Executive Director): Joe Matthews	
How many years has this organization existed?: 64 years	

Project Description
<p>The Parade of Lights is an annual event bringing in thousands of people. The parade begins in Cayce, SC. For 2021, we will be advertising the Christmas season in Cayce leading up to this big event; meaning, where to eat at nearby restaurants, and special holiday food from Cayce restaurants will be advertised as part of the parade with a holiday shopping gift guide. We will also be directing tourists to come here and stay overnight or make the day trip to enjoy local bars and restaurants. The Cayce area parks and outdoor beer gardens lend themselves to safe socially-distanced activities that people are looking for at this time. The parade is also an outdoor event, and we believe it will be extremely successful and popular this year.</p>

Tourist Information

Estimated number of **total attendees** to be attracted by this project: 5,000

Estimated number of attendees **from outside of Cayce** to be attracted: 70%

Explain how the number of tourists will be calculated (surveys, forms, license plates, etc.):

There are both digital means and in-person methods that we will use to calculate the number of tourists and where they came from. We are able to track our website links (number of clicks for each event link and location of visitors) through Google Analytics. We also use Facebook tracking of posts and shares to estimate the number of people who are exposed to each advertisement on Facebook or Instagram. Our ads on Facebook and Instagram can be targeted to specific locations outside of Cayce. The newspapers are able to provide us with number of subscribers for our ads, which we will also track. On the day of the event, our volunteers ask people for their zip codes (those who are willing to share), and we can provide these lists to the city.

Explain how the requested dollars will increase tourism, financially impact tourism-related businesses in the City of Cayce, and how this impact is being determined:

The advertising for this event and ads leading up to the entire Christmas season will be focused primarily on restaurants and bars. We will provide maps of suggested places to eat near the parade, where to get a beer, best cocktails, etc. We can also include other things for people to do, such as look at the public art in the Cayce Arts District and walk the Cayce Riverwalk to extend their stay and provide even more reason to eat two or more meals during their stay. We visit our local businesses and ask them what type of visitors they are seeing, if our ads are reaching people, and how we can improve. This personal approach has worked well and resulted in us making improvements. We also partnered with Cola Concerts (Speedway) to see where their ticket buyers are coming from, in order to target those tourists to stay in Cayce, eat, and drink here.

Total Project Costs	
Itemize Total Project Expenses Below	Amount
Advertising (Print/newspaper)	\$3,000.00
Advertising (Facebook & Instagram targeted ads)	\$2,000.00
Advertising (Radio)	\$3,000.00
Advertising (TV stations)	\$7,000.00
Signs for day of parade	\$2,000.00
Total Project Cost	\$17,000.00

Hospitality Tax Grant Project Costs	
Itemize Hospitality Tax Grant Expenses Below	Amount
Advertising (Facebook & Instagram targeted ads)	\$2,000.00
Advertising (Radio)	\$3,000.00
Amount Requested (must equal Amount Requested on first page of application)	\$5,000.00

All Sources of Project Funds		
Source of Funds	Status of Funds (Proposed, Requested, Received)	Amount
Parade Float fees & Sponsors	To be requested	\$7,000.00
H tax funds City of Cayce	To be requested	\$5,000.00
H tax funds City of West Columbia	To be requested	\$5,000.00
Total		\$17,000.00

Statement of Assurances/Certification

The applicant has reviewed the full FY21-22 Cayce Hospitality Tax Grant Information and Application document and understands the hospitality law, eligibility criteria, funding guidelines, application process, payment process and reporting requirements set forth. The applicant hereby certifies that the information submitted as part of this application is accurate and reliable. Any change/and or variation must be reported immediately, otherwise funding may be withheld.

If awarded, the applicant agrees:

- Promotional materials for the project (including, but not limited to: brochures, flyers, advertisements, etc.) must include a statement that "Funding assistance provided by City of Cayce Hospitality Tax Funds."
- Revenue generated by the project must benefit a community or organization within the Cayce city limits.
- Financial records, support documents, statistical records, and all other records pertinent to Hospitality Tax funding shall be retained for a period of three years. All procurement transactions, regardless of whether negotiated or advertised, shall be conducted in a manner that provides maximum competition. The grant recipient shall establish safeguards to prohibit employees from using their positions for a purpose that has the appearance of being motivated by a desire for private gain for themselves or others. All expenditures must have adequate documentation. All accounting records and supporting documentation shall be available for inspection by the City of Cayce upon request.
- Unspent funding or funding that has spent in any other way than as described and approved per the application must be returned to the City of Cayce.
- No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by Hospitality Tax funds.
- Employment made by or resulting from Hospitality Tax funding shall not discriminate against any employee or applicant on the basis of handicap, age, race, color, religion, sex, or national origin.
- None of the funds, materials, property, or services provided directly or indirectly under Hospitality Tax funding shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
- That the organization carries liability insurance in the amount of \$_____ and agrees to include the City of Cayce as a named insured for purposes of this project. The organization assumes full legal responsibility for any suit or action at law or equity, and any or all claims arising from this project/activity, and do hereby indemnify and hold harmless the City of Cayce and its staff from any liability in any action at law or equity associated with its support for this project/activity.
- A Final Report of the project will be submitted upon project conclusion including the items as outlined in section VI of the FY21-22 Information and Application document.

Board Chairperson Signature: *Hayley Bowers*

Board Chairperson Name (printed): **Hayley D. Bowers** Date: **4-20-2021**

Executive Director Signature: *Timothy James*

Executive Director Name (printed): **Tim James** Date: **4-20-2021**

FY20 City of Cayce Hospitality Tax Grant Application **ITEM IV. B.**

Project Information	
Project Name:	Access to the Congaree River @ Kelley Jones Park
Project Address/Location:	Kelley Jones Park
Project Date(s):	Amount Requested: \$20,000

Organization Information	
Organization:	Palmetto outdoors LLC.
Mailing Address:	P.O. Box 2921
City/State/Zip:	West Columbia, SC 29169
Phone: 803-404-8254	Alternate Phone: 803-463-5807
Fax: —	E-Mail: info@palmettooutdoors.com
Executive Director:	Michael D Mayo
Contact Person (if other than Executive Director):	
How many years has this organization existed?:	15 years

Project Description
Install a recreational takeout to the Congaree River via Kelley Jones Park.

Tourist Information

Estimated number of **total attendees** to be attracted by this project: 1,000 annually

Estimated number of attendees **from outside of Cayce** to be attracted: 1,000

Explain how the number of tourists will be calculated (surveys, forms, license plates, etc.):

We collect data from guests, such as zip codes, from waivers that all guests are required to fill out before river trips.

Explain how the requested dollars will increase tourism, financially impact tourism-related businesses in the City of Cayce, and how this impact is being determined:

- This recreational access point will provide unmotorized/recreational users a safe entry and exit.
- Increased river access draws tourism to the area and puts "heads in beds".
- Even though it is an access point, this landing is a white water attraction.
- Access to this stretch of river allows children 8 years and up to participate (previously 10 years and up).
- This is a great section of river - allowing for a 3 hour trip year round - high or low water.

Statement of Assurances/Certification

The applicant has reviewed the full FY21 Cayce Hospitality Tax Grant Information and Application document and understands the hospitality law, eligibility criteria, funding guidelines, application process, payment process and reporting requirements set forth. The applicant hereby certifies that the information submitted as part of this application is accurate and reliable. Any change/and or variation must be reported immediately, otherwise funding may be withheld.

If awarded, the applicant agrees:

- Promotional materials for the project (including, but not limited to: brochures, flyers, advertisements, etc.) must include a statement that "Funding assistance provided by City of Cayce Hospitality Tax Funds."
- Revenue generated by the project must benefit a community or organization within the Cayce city limits.
- Financial records, support documents, statistical records, and all other records pertinent to Hospitality Tax funding shall be retained for a period of three years. All procurement transactions, regardless of whether negotiated or advertised, shall be conducted in a manner that provides maximum competition. The grant recipient shall establish safeguards to prohibit employees from using their positions for a purpose that has the appearance of being motivated by a desire for private gain for themselves or others. All expenditures must have adequate documentation. All accounting records and supporting documentation shall be available for inspection by the City of Cayce upon request.
- Unspent funding or funding that has spent in any other way than as described and approved per the application must be returned to the City of Cayce.
- No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by Hospitality Tax funds.
- Employment made by or resulting from Hospitality Tax funding shall not discriminate against any employee or applicant on the basis of handicap, age, race, color, religion, sex, or national origin.
- None of the funds, materials, property, or services provided directly or indirectly under Hospitality Tax funding shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
- That the organization carries liability insurance in the amount of \$_____ and agrees to include the City of Cayce as a named insured for purposes of this project. The organization assumes full legal responsibility for any suit or action at law or equity, and any or all claims arising from this project/activity, and do hereby indemnify and hold harmless the City of Cayce and its staff from any liability in any action at law or equity associated with its support for this project/activity.
- A Final Report of the project will be submitted upon project conclusion including the items as outlined in section VI of the FY21 Information and Application document.

Board Chairperson Signature:

Board Chairperson Name (printed):

Date:

Executive Director Signature:



Executive Director Name (printed):

Michael P. Mayo

Date:

4-5-2021

FY21-22 City of Cayce Hospitality Tax Grant Application

Project Information	
Project Name: Tartan Day South Highland Games & Celtic Festival	
Project Address/Location: Historic Columbia Speedway 2001 Charleston Hwy. Cayce, SC	
Project Date(s): March 31st - April 3rd 2022	Amount Requested: \$30,000

Organization Information	
Organization: The River Alliance	
Mailing Address: 300 Candi Lane	
City/State/Zip: Columbia, SC 29210	
Phone: 803-765-2200	Alternate Phone: 803-665-7620
Fax: 803-765-9600	E-Mail: johnbanks@columbiaspeedway.com
Executive Director: Mike Dawson	
Contact Person (if other than Executive Director): John Banks	
How many years has this organization existed?: 23	

Project Description
<p>Tartan Day South is a three day celebration of Celtic Culture. Americans of Scottish descent have played a vibrant and influential role in the development of the United States, from the framers of the Declaration of Independence to the first man on the moon. Congress has designated April 6th National Tartan Day. The largest population of Scotch-Irish descendants outside of New York resides in South and North Carolina. The festival has grown into the 3 largest Tartan Day Celebration in the United States.</p> <p>Tartan Day South is a festival built around the ancient Scottish sports, Highland Games. The festival also includes traditional and current Celtic music, massed bag pipe bands, traditional dancing exhibitions, herding exhibitions, Celtic Clans, genealogy, archery exhibitions, fencing exhibitions, medieval encampment, falconry, and much more. We host the largest Classic British Car Show in South Carolina with over 130 incredible machines from many states.</p> <p>Tartan Day South was cancelled in 2020 13 days before the event via Governors Executive order. The 2021 event was also cancelled because of the heavy restrictions put on the festival from the Governors Office. We did not feel that the festival could be put on with the same quality that the event has been known for by its patrons. We are excited to bring the festival back in 2022 celebrating the 10th anniversary.</p> <p>The biggest budget item for us is of course Advertising and Marketing. Getting the word out is a very difficult task because patrons get their information from so many different medias today. We know that we generally have to touch someone six times for it to register with them. We have done a very good job growing each year by expanding that part of our budget almost 15% per year. This year is difficult because of last years cancelation. Although we are targeting a smaller number of attendees, it is difficult to back off of the cross-media marketing efforts. The dollars will all be earmarked towards those marketing efforts through many avenues billboard, TV, radio, Celtic publications, newspapers, internet media, and social networking.</p>

Tourist Information

Estimated number of **total attendees** to be attracted by this project: 15,000

Estimated number of attendees from **outside of Cayce** to be attracted: 14,000

Explain how the number of tourists will be calculated (surveys, forms, license plates, etc.):

We collect zip code diligently at our front gates. We take the zip codes and the number in their party. We then confirm the locations of the zip codes and provide a report of where our visitors have traveled. We count travelers from outside 29033 to be outside of area. We are collecting email addresses on our new web site as people enter.

Explain how the requested dollars will increase tourism, financially impact tourism-related businesses in the City of Cayce, and how this impact is being determined:

H-Tax dollars are spent on marketing. It is our biggest line item in our budget and is the biggest reason for the growth and success of Tartan Day South. Using SCPRT matrix for the 2019 festival we estimate that Tartan Day South had a \$1.51 million dollar impact on the local economy. These dollars are spent with local vendors such as restaurants, gas stations, and our own local market "the Cayce Farmers Market". They have told us that Tartan Day South is one of their largest days of the year each year.

By collecting zip codes we know the number of tourists that come to Tartan Day South. In 2019 there were over 1,700 visitors from out of state and another 2,600 visitors from South Carolina from outside of 50 miles of Cayce.

The greatest challenge that we face today is touching patrons in a meaningful way with marketing. Unfortunately customers get their information from so many different sources, touching them with advertising has to be a multifaceted approach. We will do our best to cut our advertising budget given the limited number of tickets that we can sell. It is difficult having to touch so many avenues.

We are looking for funding for one additional piece of the project to add to our exposure to tourists. We have a streaming plan to offer for a reduced cost. We will be offering a streaming product on Saturday from the speedway that will offer a like being there experience. We would like to have commercial time for the City of Cayce during every hour of the stream. This will provide the event to many who are still uncomfortable to travel. The streaming production cost is an additional \$5,000.00. It will allow us to touch such a larger audience of people celebrating National Tartan Day. We plan to charge a nominal fee of \$5.00 per feed. This would open a brand new audience to Tartan Day South and the City of Cayce.

Statement of Assurances/Certification

The applicant has reviewed the full FY21-22 Cayce Hospitality Tax Grant Information and Application document and understands the hospitality law, eligibility criteria, funding guidelines, application process, payment process and reporting requirements set forth. The applicant hereby certifies that the information submitted as part of this application is accurate and reliable. Any change/and or variation must be reported immediately, otherwise funding may be withheld.

If awarded, the applicant agrees:

- Promotional materials for the project (including, but not limited to: brochures, flyers, advertisements, etc.) must include a statement that "Funding assistance provided by City of Cayce Hospitality Tax Funds."
- Revenue generated by the project must benefit a community or organization within the Cayce city limits.
- Financial records, support documents, statistical records, and all other records pertinent to Hospitality Tax funding shall be retained for a period of three years. All procurement transactions, regardless of whether negotiated or advertised, shall be conducted in a manner that provides maximum competition. The grant recipient shall establish safeguards to prohibit employees from using their positions for a purpose that has the appearance of being motivated by a desire for private gain for themselves or others. All expenditures must have adequate documentation. All accounting records and supporting documentation shall be available for inspection by the City of Cayce upon request.
- Unspent funding or funding that has spent in any other way than as described and approved per the application must be returned to the City of Cayce.
- No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by Hospitality Tax funds.
- Employment made by or resulting from Hospitality Tax funding shall not discriminate against any employee or applicant on the basis of handicap, age, race, color, religion, sex, or national origin.
- None of the funds, materials, property, or services provided directly or indirectly under Hospitality Tax funding shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
- That the organization carries liability insurance in the amount of \$ 3,000,000.00 and agrees to include the City of Cayce as a named insured for purposes of this project. The organization assumes full legal responsibility for any suit or action at law or equity, and any or all claims arising from this project/activity, and do hereby indemnify and hold harmless the City of Cayce and its staff from any liability in any action at law or equity associated with its support for this project/activity.
- A Final Report of the project will be submitted upon project conclusion including the items as outlined in section VI of the FY21-22 Information and Application document.

Board Chairperson Signature: 

Board Chairperson Name (printed): John B. McArthur Date: April 26, 2021

Executive Director Signature: 

Executive Director Name (printed): Michael T. Dawson Date: April 26, 2021



Tartan Day South 2019 by the Numbers

12,129 Total Attendees over 4 Days

**3,762 Zip Codes were collected
over 2 days (April 5th and 6th)**

**Attendees from 162 Unique Zip Codes from
34 states outside of South Carolina**

**An estimated 1,700 visitors were from outside
of South Carolina**

**Zip Codes were collected from 158 Unique
Zip Code Areas in South Carolina**

**Over 2,600 Patrons were from 114 Unique
Zip Codes in South Carolina outside
of 50 Miles of Lexington County**

**Tartan Day South 2019 Economic Impact
\$1.51 Million dollar on the local Economy**

Memorandum

To: Mayor and Council

From: Tracy Hegler, City Manager
Blake Bridwell, Director of Utilities

Date: September 2nd, 2021

Subject: WWTP Sludge Disposal Landfill Contracts

ISSUE

Council approval is needed for the City Manager to execute (2) new landfill agreements with Republic Services, a landfill in Eastover, SC. One landfill agreement is for sludge generated from the main WWTP and one agreement is for the sludge generated at the Septage and Grease Facility.

DISCUSSION

The City currently has (2) sludge disposal contracts with Waste Management Company's Richland Landfill located in Elgin, SC. One of the existing landfill agreements is for the main WWTP sludge and one is for the sludge generated at the Septage and Grease Facility. Due to new "company" policies implemented by Waste Management Company, the City has been told that our sludge contains too much water (considered a wet waste) and could affect structural stability of the landfill. With the new policies in place, Waste Management will not approve long term contracts with the City. They are continuing to take our sludge, currently, but that could be terminated at any time.

There are processes currently being used at the WWTP and the Septage and Grease Facility to remove a portion of the water content from the sludge. These processes have been in place the entire time of our sludge generating facilities and have been acceptable to this landfill for many years until now with their new policy change. The equipment we currently have in place, as designed, cannot remove the amount of water that the landfill is now requiring.

If Waste Management prohibits the acceptance of our sludge, the temporary solution would be to take it to another landfill that would accept it with its current water content. Staff has researched other local landfill alternatives and there is one within a reasonable distance, Republic Services, a landfill in Eastover, SC.

The Council approved FY22 budget contained increases for sludge disposal fees for the WWTP and the Septage & Grease Facility in anticipation of a possible switch in landfills during the fiscal year.

RECOMMENDATION

Staff recommends that Council approve for the City Manager to execute the attached agreements with Republic Services to guarantee no disruptions in our sludge disposal processes. By signing these agreements with Republic, the City is not obligated to dispose any amount of sludge to them. The City would only use the Republic Landfill should Waste Management choose to not accept our sludge.

SPECIAL WASTE SERVICE AGREEMENT
NON-HAZARDOUS WASTES



Special Waste Profile Number: 47722127428

Generator Billing Information

Name: City of Cayce
Address: PO Box 2004
City: Cayce
State: SC Zip: 29171
Phone: 803-550-9541 Fax:
Contact: Kelly McMullen

Republic Waste Location (Company)

Northeast Sanitary Landfill
1581 W. Vaco Road
Eastover, SC 29044
803-353-0563

Project: _____ **County and State of Origin:** Lexington, SC

Additional Information: _____

1. **Special Waste Service.** Subject to the terms and conditions contained herein, the Company and the Generator agree to be legally bound hereby, and the Company agrees to accept at its facility identified above ("Facility"), Acceptable Waste (as defined in Section 6) delivered by Generator.

2. (A) **Rates for Disposal:**

<u>Waste</u>	<u>Disposal Method</u>	<u>Disposal Rate:</u>	<u>Fees / Taxes / Misc.</u>	<u>Transportation</u>
Septage	Landfill	\$75.00/per ton	No	No
		3 ton min		

Additional Information: _____

Generator shall also be liable for all taxes, fees, or other charges imposed by federal, state, local or provincial laws and regulations.

Cannot Exceed Daily Volume of _____ Without Prior Approval of Company.

(B) **Incorporation by Reference.** In addition to Special Waste Profile(s), the following documents are incorporated by reference into this Agreement as if fully set forth herein.

- 1) _____
- 2) _____

3. **Term of Agreement.** This Agreement is effective for 12 months, commencing 5/21/2021 and shall automatically be renewed for a similar term thereafter unless either party shall give written notice (via certified mail) of termination to the other party at least thirty (30) days before the expiration of the then-current term.

THE COMPANY AND THE GENERATOR, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED HEREIN, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE AND ON THE REVERSE SIDE OF THIS DOCUMENT. IN ADDITION, THE GENERATOR IS CERTIFYING THE ATTACHED TERMS AND CONDITIONS HAVE BEEN REVIEWED AND INITIALLED AT THE BOTTOM OF THE PAGE.

GENERATOR

SIGNATURE (AUTHORIZED REPRESENTATIVE)

NAME AND TITLE (PLEASE PRINT)

DATE

REPUBLIC SERVICES/COMPANY

SIGNATURE (AUTHORIZED REPRESENTATIVE)

NAME AND TITLE (PLEASE PRINT)

DATE

Terms and Conditions of Special Waste Service Agreement

4. **The Agreement.** This agreement of the parties ("Agreement") for the disposal of Acceptable Waste shall consist of this Agreement, riders to the Agreement (if any), any Special Waste Profiles (including any approved changes and re-certifications) and any Application, permit and approval that may be applicable to the disposal of such Acceptable Waste ("Acceptable Waste Documentation").
5. **Waste Accepted at Facility.** Generator represents, warrants and covenants that the waste delivered to Company at its Facility hereunder will be Acceptable Waste and will not contain any unacceptable quantity of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances, as defined by applicable federal, state, local or provincial laws or regulations. Any waste which does not meet these requirements shall hereinafter be referred to as "Unacceptable Waste". The Generator shall in all matters relating to the collection, transportation and disposal of the Acceptable Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same (collectively, "Applicable Laws").
6. **Acceptable Waste.** Only waste that satisfies each of the following criteria shall be accepted for disposal at the Facility ("Acceptable Waste"): (a) the waste conforms to the description set forth in the Acceptable Waste Documentation; (b) the waste does not contain any Unacceptable Waste; (c) the waste is accurately reflected on any Special Waste Profile(s) as directed by the Company pursuant to Section 7; (d) the waste is acceptable for disposal at the Facility under all Applicable Laws; and (e) the transportation to and disposal of the waste at the Facility is otherwise in accordance with this Agreement. The parties may incorporate additional Acceptable Waste as part of this Agreement if prior to delivery of such Waste to Company, Generator has provided an Application for such Acceptable Waste and Company has approved disposal of such Acceptable Waste within the limitations and conditions contained in Company's written notice of approval of Special Waste Disposal. Title to and liability for any and all Acceptable Waste handled or disposed of by Company shall at all times remain with Generator and Broker (if a Broker is involved).
7. **Rights of Refusal/Rejection.** The Generator shall inspect all waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Company has the right to refuse, or to reject after acceptance, any load(s) of waste(s) delivered to its Facility including if the Company believes (a) Generator has breached (or is breaching) its representations, warranties, covenants or agreements in this Agreement or any Acceptable Waste Documentation, or any Applicable Laws; or (b) that the waste contains Unacceptable Waste. The Company has the right to refuse, or to reject after acceptance, any load(s) of waste(s) delivered to its Facility if the Company has reason to believe, in its sole discretion, that the waste: (1) emits excessive odors; and/or (2) negatively impacts operations at the Facility. Company shall have the right to inspect all vehicles and containers of waste haulers, including the Generator's vehicles, in order to determine whether the waste is Acceptable Waste pursuant to this Agreement and all Applicable Laws. The Company's exercise, or failure to exercise, its rights hereunder shall not operate to relieve the Generator of its responsibilities or liability under this Agreement.
8. **Limited License to Enter.** This Agreement provides Generator with a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the Facility in the manner directed by Company. Except in an emergency, Generator's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Acceptable Waste, Generator's personnel shall promptly leave the Facility. Under no circumstances shall Generator or its personnel engage in any scavenging of waste or other materials at the Facility. The Company reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility including, but not limited to, speed limits on haul roads imposed by the Company, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Facility premises. Generator agrees to conform to such rules and regulations as they may be established and amended from time to time. Company may refuse to accept waste from and shall deny an entrance license to, any of Generator's personnel whom Company believes is under the influence of alcohol or other chemical substances. Generator shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner when at the facility of Company.
9. **Charges and Payment.** Payment shall be made by Generator within thirty (30) days after receipt of invoice from Company. If any amount is overdue, the Company may terminate this Agreement. Generator agrees to pay a finance charge equal to the maximum interest rate permitted by law. Generator shall be liable for all taxes, fees, or other charges imposed upon the disposal of the Acceptable Waste by federal, state, local or provincial laws and regulations. Company, from time to time, may modify its rates upon thirty (30) days written notice to Generator. For the purposes of this section, written notice may be provided via email, certified mail, or overnight courier.
10. **Termination.** Company shall have the right to immediately terminate and/or suspend this Agreement upon the occurrence of any of the following events of default: (a) Generator's failure to timely pay any amounts due under this Agreement to Company; (b) Generator's breach of any of its obligations, representations, warranties or covenants under this Agreement or any Acceptable Waste Documentation; or (c) the filing of a voluntary or involuntary petition for reorganization or bankruptcy against Generator. Generator shall be liable for any losses, claims, expenses and damages incurred by Company as a result of suspension or termination hereunder. Generator's obligations, representations, warranties and covenants regarding the Acceptable Waste delivered and all indemnities contained in this Agreement shall survive expiration and termination of this Agreement. Additionally, Company shall have the right to terminate this Agreement for convenience at any time on 30 days' notice to Generator.
11. **Driver's Knowledge and Authority.** Generator represents, warrants and covenants that its drivers who deliver Acceptable Waste to Company's Facility have been advised by Generator of the Company's prohibition on deliveries of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances or any other Unacceptable Waste to the Facility of Company's restrictions on deliveries of Special Waste to the Facility, of the definitions of "Hazardous Waste and Hazardous Substances" as provided by applicable federal, state and local law, rules and regulations and "Special Waste" as provided herein, and of the terms of this license to enter Company's Facility.
12. **Indemnification.** Generator shall indemnify, defend and hold harmless the Company and its subsidiaries, affiliates and parent corporations, as applicable and their respective officers, directors, lenders, employees, subcontractors and agents from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys fees arising under federal, state or local laws, regulations or ordinances, or relating to the (a) the transportation to and/or disposal of any Unacceptable Waste at the Facility, whether or not Generator or Company was negligent in failing to identify the Unacceptable Waste; (b) the reloading and/or removal of Unacceptable Waste at the Facility; (c) any penalties, fines or remediation activities incurred by or imposed as the result of the transportation and/or disposal of Unacceptable Waste; (d) any increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of Company as to the content of the waste transported and/or disposed of at the Facility following discovery of potentially Unacceptable Waste; and (e) the Company's inability to use the Facility due to the presence of Unacceptable Waste including without limitation any consequential damages. Company may also, in its sole discretion, require Generator to promptly remove the Unacceptable Waste at Generator's sole expense. This indemnification and other obligations stated in this paragraph shall survive the termination of this Agreement.
13. **Insurance.** Generator shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:

Coverages	Minimum Amounts of Insurance
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000
General Liability	\$1,000,000 combined single limit
Automobile Liability (if Generator hauling)	\$1,000,000 combined single limit

General Liability (including the Umbrella/Excess policy) policy must include Contractual Liability coverage specifically covering Generator's indemnification of Company, and (ii) The Commercial General Liability, Automobile Liability and the Umbrella/Excess Liability policies must be written on an "occurrence form". Said policies shall not thereafter be canceled, be permitted to expire or laps, or be changed without 30 days advance written notice has been given to Company. With the exception of workers' compensation, Company shall be shown as additional insureds under all of the insurance policies required by this Section 13. The policies required by this Section 13 shall be primary and non-contributory with respect to Company, and the insurance providers shall agree to waive their rights of subrogation against Company.

14. **Failure to Perform.** Except for Generator's obligation to pay amounts due to Company, neither party hereto shall be liable for its failure to perform hereunder due to circumstances not its fault and beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, protests, civil disturbances or sabotage, changes in law, fires, floods, compliance with government requests, explosions, accidents, weather, lack of required natural resources, or acts of God affecting either party hereto. In the event of any of the circumstances provided for in the preceding sentence, including, but not limited to, whether any federal, state or local court or governmental authority takes any action which would (i) close or restrict operations at the Facility, (ii) limit the quantity or prohibit the disposal of Acceptable Waste at the Facility, or (iii) limit the ability of or prohibit Generator from delivering Acceptable Waste to the Facility, the Company shall have the right, at its option, to reduce, suspend or terminate Generator's access to the Facility immediately, without prior notice and without any additional liabilities between the parties, other than Generator's payment obligation hereunder. Neither Party is required hereunder to settle any labor dispute against its own best judgment.

15. **Assignment.** Generator may not assign, transfer or otherwise vest in any other Company, entity or person, in whole or in part, any of its rights or obligations under the Agreement without the prior written consent of the Company, provided, however, that the Company may without any such prior written consent, assign its rights and/or obligations under the Agreement to a subsidiary or affiliate corporation.

16. **Right of Disposal.** This Agreement does not grant any rights to dispose of waste other than in accordance herewith.

17. **Continuing Compliance.** The Generator has a continuing obligation to inform the Company of any new information, or information not previously provided to the Company by Generator which may affect the acceptability of the waste by the Company. Further, the Generator shall comply with all Company requests for evidence of Generator's continuing compliance with the terms of the Agreement including but not limited to the following: (i) providing new, updated Special Waste profiles on the waste(s) offered for disposal or, (ii) providing appropriate certification that the waste being offered for disposal is accurately reflected by the appropriate Special Waste Profile or, (iii) re-sample the waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or, (iv) allow the Company to re-sample the waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or any Acceptable Waste Documentation.

18. **Miscellaneous.**

- (A) This Agreement shall be governed by the laws of the State in which the Facility is located.
- (B) No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation of this Agreement.
- (C) Unless otherwise provided for herein, no modification, release, discharge or waiver of any provision or obligation hereof shall be of any force, or effect, unless in writing signed by all parties to this Agreement.
- (D) Generator shall treat as confidential and not disclose to others during or subsequent to the terms of this Agreement, except as is necessary to perform this Agreement, or to comply with any applicable law or regulation any information (including any technical information, experience or date) regarding the Company's plans, programs, plants, processes, products, costs, equipment or operations which may come within the knowledge of the Generator or its employees in the performance of this Agreement, without in each instance securing the prior written consent of the other Company.
- (E) If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision.
- (F) This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. Any provision, term or condition in any acknowledgement, purchase order or other response by Generator which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the Company and shall be of no effect.
- (G) Generator represents, warrants and covenants that it is and, during the term of this Agreement will remain, in compliance with and will perform its obligations pursuant to all applicable laws and regulations and shall indemnify, defend and hold harmless the Company from any breach thereof.
- (H) It is the understanding and agreement of the parties that the Company is an independent contractor, and is not an agent, nor an authorized representative of the Generator.
- (I) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement

20. **Notices.** Unless otherwise provided herein, all notices herein provided for shall be considered as having been given upon being placed in the mail, certified postage prepaid addressed to the Company or Generator at the address herein set forth in this Agreement or to such other address as may be given to the other party in writing.

21. **Liquidated Damages.** If Generator terminates this Agreement before its expiration other than as a result of a breach by Company, Generator shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Generator acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

All insurance will be by insurers authorized to do business in the state in which the Facility is located. Generator shall deliver the Certificates of Insurance evidencing the foregoing policies to Company before Generator delivers any waste to the Facility pursuant to this Agreement. In addition, the (i) Commercial

Generator: _____

REPUBLIC SERVICES/COMPANY: _____



SPECIAL WASTE DISPOSAL SERVICES AGREEMENT FOR NON-HAZARDOUS WASTES

Special Waste Profile No:47722129484

INVOICE TO (Generator Billing Information)	
GENERATOR NAME City of Cayce	
ATTN: Kelly McMullen	
ADDRESS PO Box 2004	
Cayce	29171
CITY	ZIP CODE
STATE South Carolina	
TEL. NO. 803-550-9541	FAX NO.

LANDFILL FACILITY ("Company")	
LEGAL ENTITY NAME Northeast Sanitary Landfill	
ADDRESS 1581 W. Vaco Road	
CITY	29171
STATE Lexington South Carolina	
TEL. NO.	FAX NO.
AUTHORIZED BY:	TITLE
CONTACT	TITLE

1. **Special Waste Services.** Subject to the terms and conditions contained in this Agreement (as defined in Section 4), Company agrees to accept, at the Facility designated above, Acceptable Waste (as defined in Section 6).

2. **Rates:**

A. Rates for Disposal:

Waste	Disposal Method	Disposal Rate:	Fees / Taxes / Misc.	Transportation
Biosolids	Landfill	\$75.00/per ton	No	No
		3/ ton min		

Additional Information: _____

Cannot Exceed Daily Volume of _____ Without Prior Approval of Company.

B. Incorporation by Reference. In addition to Special Waste Profile(s), the following documents are incorporated by reference into this Agreement as if fully set forth herein.

1)

2)

C. Taxes, Fees & Other Charges. Generator shall also be liable for all taxes, fees, or other charges imposed by federal, state, local or provincial laws, ordinances and regulations, and all charges set forth in Section 9, including, without limitation, site specific fees, host fees, fuel recovery fees, environmental recovery fees and administrative fees.

3. **Term of Agreement.** . This Agreement is effective for 12 months beginning on 7/8/2021 (the "Initial Term") and shall automatically renew for successive 12 month periods (each, a "Renewal Term"), unless written notice of non-renewal is delivered in accordance with Section 19 by one party to the other party at least 30 days before the expiration of the Initial Term or any Renewal Term.

Except for requests for bids that Generator must send to multiple parties under any Applicable Laws, Generator grants to Company the right to bid and/or compete for any future services sought by Generator, whether by means of competitive bids or otherwise, that are for services comparable to those provided under this Agreement.

COMPANY AND GENERATOR, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED IN THIS AGREEMENT, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE, AND ON THE REVERSE SIDE OF THIS PAGE. IN ADDITION, GENERATOR IS CERTIFYING THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS PAGE HAVE BEEN REVIEWED AND INITIALLED AT THE BOTTOM OF THE PAGE.

GENERATOR

SIGNATURE (AUTHORIZED REPRESENTATIVE)

NAME AND TITLE (PLEASE PRINT)

DATE: _____

COMPANY



SIGNATURE (AUTHORIZED REPRESENTATIVE)

NAME AND TITLE (PLEASE PRINT)

DATE: _____

4. **The Agreement.** This agreement of the parties ("Agreement") for the disposal of Acceptable Waste shall consist of this Agreement, riders to the Agreement (if any), any Special Waste Profiles (including any approved changes and re-certifications) and any Application, permit and approval that may be applicable to the disposal of such Acceptable Waste ("Acceptable Waste Documentation").
5. **Waste Accepted at Facility.** Generator represents, warrants and covenants that the waste delivered to Company at its Facility hereunder will be Acceptable Waste and will not contain any unacceptable quantity of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances, as defined by applicable federal, state, local or provincial laws or regulations. Any waste which does not meet these requirements shall hereinafter be referred to as "Unacceptable Waste". The Generator shall in all matters relating to the collection, transportation and disposal of the Acceptable Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same (collectively, "Applicable Laws").
6. **Acceptable Waste.** Only waste that satisfies each of the following criteria shall be accepted for disposal at the Facility ("Acceptable Waste"): (a) the waste conforms to the description set forth in the Acceptable Waste Documentation; (b) the waste does not contain any Unacceptable Waste; (c) the waste is accurately reflected on any Special Waste Profile(s) as directed by the Company pursuant to Section 7; (d) the waste is acceptable for disposal at the Facility under all Applicable Laws; and (e) the transportation to and disposal of the waste at the Facility is otherwise in accordance with this Agreement. The parties may incorporate additional Acceptable Waste as part of this Agreement if prior to delivery of such Waste to Company, Generator has provided an Application for such Acceptable Waste and Company has approved disposal of such Acceptable Waste within the limitations and conditions contained in Company's written notice of approval of Special Waste Disposal. Title to and liability for any and all Acceptable Waste handled or disposed of by Company shall at all times remain with Generator and Broker (if a Broker is involved).
7. **Rights of Refusal/Rejection.** The Generator shall inspect all waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Company has the right to refuse, or to reject after acceptance, any load(s) of waste(s) delivered to its Facility including if the Company believes (a) Generator has breached (or is breaching) its representations, warranties, covenants or agreements in this Agreement or any Acceptable Waste Documentation, or any Applicable Laws; or (b) that the waste contains Unacceptable Waste. The Company has the right to refuse, or to reject after acceptance, any load(s) of waste(s) delivered to its Facility if the Company has reason to believe, in its sole discretion, that the waste: (1) emits excessive odors; and/or (2) negatively impacts operations at the Facility. Company shall have the right to inspect all vehicles and containers of waste haulers, including the Generator's vehicles, in order to determine whether the waste is Acceptable Waste pursuant to this Agreement and all Applicable Laws. The Company's exercise, or failure to exercise, its rights hereunder shall not operate to relieve the Generator of its responsibilities or liability under this Agreement.
8. **Limited License to Enter.** This Agreement provides Generator with a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the Facility in the manner directed by Company. Except in an emergency, Generator's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Acceptable Waste, Generator's personnel shall promptly leave the Facility. Under no circumstances shall Generator or its personnel engage in any scavenging of waste or other materials at the Facility. The Company reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility including, but not limited to, speed limits on haul roads imposed by the Company, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Facility premises. Generator agrees to conform to such rules and regulations as they may be established and amended from time to time. Company may refuse to accept waste from and shall deny an entrance license to, any of Generator's personnel whom Company believes is under the influence of alcohol or other chemical substances. Generator shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner when at the facility of Company.
9. **Charges and Payment.** Payment shall be made by Generator within thirty (30) days after receipt of invoice from Company. If any amount is overdue, the Company may terminate this Agreement. Generator agrees to pay a finance charge equal to the maximum interest rate permitted by law. Generator shall be liable for all taxes, fees, or other charges imposed upon the disposal of the Acceptable Waste by federal, state, local or provincial laws and regulations. Company, from time to time, may modify its rates upon thirty (30) days written notice to Generator. For the purposes of this section, written notice may be provided via email, certified mail, or overnight courier.
10. **Termination/Suspension.** Company shall have the right to immediately terminate and/or suspend this Agreement upon the occurrence of any of the following events of default: (a) Generator's failure to timely pay any amounts due under this Agreement to Company; (b) Generator's breach of any of its obligations, representations, warrants or covenants under this Agreement or any Acceptable Waste Documentation; or (c) the filing of a voluntary or involuntary petition for reorganization or bankruptcy against Generator. Generator shall be liable for any losses, claims, expenses and damages incurred by Company as a result of suspension or termination hereunder. Generator's obligations, representations, warranties and covenants regarding the Acceptable Waste delivered and all indemnities contained in this Agreement shall survive expiration and termination of this Agreement. Additionally, Company shall have the right to terminate this Agreement for convenience at any time on 30 days notice to Generator.
11. **Personnel Knowledge and Authority.** Generator represents, warrants and covenants that its drivers who deliver Acceptable Waste to Company's Facility have been advised by Generator of the Company's prohibition on deliveries of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances or any other Unacceptable Waste to the Facility of Company's restrictions on deliveries of Special Waste to the Facility, of the definitions of "Hazardous Waste and Hazardous Substances" as provided by applicable federal, state and local law, rules and regulations and "Special Waste" as provided herein, and of the terms of this license to enter Company's Facility.
12. **Indemnification.** Generator agrees to indemnify, defend and hold harmless Company, the legal entity owning and/or operating the Facility, their subsidiaries, affiliates and parent corporations, as applicable, and each of their respective officers, directors, lenders, employees, subcontractors and agents (collectively, the "Company Indemnified Parties") from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys' fees (collectively, "Losses") arising out of or related to (a) the transportation to and/or disposal of any Unacceptable Waste at the Facility, whether or not Generator or Company was negligent in failing to identify the Unacceptable Waste; (b) the reloading and/or removal of Unacceptable Waste at the Facility; (c) any penalties, fines or remediation activities incurred by or imposed as the result of the transportation and/or disposal of Unacceptable Waste; (d) any increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of Company as to the content of the waste transported and/or disposed of at the Facility following discovery of potentially Unacceptable Waste; and (e) the Company's inability to use the Facility due to the presence of Unacceptable Waste including without limitation any consequential damages. Company may also, in its sole discretion, require Generator to promptly remove the Unacceptable Waste at Generator's sole expense. The indemnification and other obligations stated in this Section 12 shall survive the expiration and termination of this Agreement.
13. **Insurance.** Generator shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:

Coverages	Minimum Amounts of Insurance
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000
General Liability	\$1,000,000 combined single limit
Automobile Liability (if Generator hauling)	\$1,000,000 combined single limit

All insurance will be by insurers authorized to do business in the state in which the Facility is located. Generator shall deliver the Certificates of Insurance evidencing the foregoing policies to Company before Generator delivers any waste to the Facility pursuant to this Agreement. In addition, the (i) Commercial General Liability (including the Umbrella/Excess policy) policy must include Contractual Liability coverage specifically covering Generator's indemnification of Company, and (ii) The Commercial General Liability, Automobile Liability and the Umbrella/Excess Liability policies must be written on an "occurrence form". Said policies shall not thereafter be canceled, be permitted to expire or laps, or be changed without 30 days advance written notice has been given to Company. With the exception of workers' compensation, Company shall be shown as additional insureds under all of the insurance policies required by this Section 13. The policies required by this Section 13 shall be primary and non-contributory with respect to Company, and the insurance providers shall agree to waive their rights of subrogation against Company.

14. **Failure to Perform.** Except for Generator's obligation to pay amounts due to Company, neither party shall be liable for its failure to perform due to circumstances that are both not its fault and beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, protests, civil disturbances or sabotage, changes in law, fires, floods, compliance with government requests, explosions, accidents, weather, lack of required natural resources, or acts of God affecting either party. If any of the circumstances provided for in the preceding sentence occur, including, without limitation, whether any federal, state or local court or governmental authority takes any action that would (a) close or restrict operations at the Facility; or (b) limit the quantity or prohibit the disposal of Acceptable Waste at the Facility, Company shall have the right to reduce, suspend or terminate Generator's access to the Facility immediately, without prior notice; provided, however, that Generator's payment and indemnification obligations shall survive such reduction, suspension or termination. Neither Party is required to settle any labor dispute against its own best judgment.
15. **Assignment; Performance of Services.** Generator may not assign, transfer, subcontract or otherwise vest in any other company, entity or person, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of Company, which Company may withhold in its sole discretion. Company may freely assign this Agreement or any of its rights or obligations thereunder, to any other company, entity or person, in its sole discretion. Additionally, Company may freely use any of its affiliates to provide the services and fulfill Company's obligations under this Agreement.
16. **Right of Disposal.** This Agreement does not grant any rights to dispose of waste other than as specifically set forth in this Agreement.
17. **Continuing Compliance.** The Generator has a continuing obligation to inform the Company of any new information, or information not previously provided to the Company by Generator which may affect the acceptability of the waste by the Company. Further, the Generator shall comply with all Company requests for evidence of Generator's continuing compliance with the terms of the Agreement including but not limited to the following: (i) providing new, updated Special Waste profiles on the waste(s) offered for disposal or, (ii) providing appropriate certification that the waste being offered for disposal is accurately reflected by the appropriate Special Waste Profile or, (iii) re-sample the waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or, (iv) allow the Company to re-sample the waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or any Acceptable Waste Documentation.
18. **Miscellaneous.**
 - (A) This Agreement shall be governed by the laws of the State in which the Facility is located.
 - (B) No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation of this Agreement.
 - (C) Unless otherwise provided for herein, no modification, release, discharge or waiver of any provision or obligation hereof shall be of any force, or effect, unless in writing signed by all parties to this Agreement.
 - (D) Generator shall treat as confidential and not disclose to others during or subsequent to the terms of this Agreement, except as is necessary to perform this Agreement, or to comply with any applicable law or regulation any information (including any technical information, experience or date) regarding the Company's plans, programs, plants, processes, products, costs, equipment or operations which may come within the knowledge of the Generator or its employees in the performance of this Agreement, without in each instance securing the prior written consent of the other Company.
 - (E) If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision.
 - (F) This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. Any provision, term or condition in any acknowledgement, purchase order or other response by Generator which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the Company and shall be of no effect.
 - (G) Generator represents, warrants and covenants that it is and, during the term of this Agreement will remain, in compliance with and will perform its obligations pursuant to all applicable laws and regulations and shall indemnify, defend and hold harmless the Company from any breach thereof.
 - (H) It is the understanding and agreement of the parties that the Company is an independent contractor, and is not an agent, nor an authorized representative of the Generator.
 - (I) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement.
19. **Notices.** All notices required under this Agreement shall be considered as having been given upon being placed in the mail, certified postage prepaid, addressed to Company or Generator at the address herein set forth in this Agreement or to such other address as may be given to the other party in writing.
20. **Liquidated Damages.** If Generator terminates this Agreement before its expiration other than as a result of a breach by Company, Generator shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Generator acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

GENERATOR: _____

COMPANY: _____

June 2021

**APPROVED MINUTES
PLANNING COMMISSION
Monday, June 21, 2021 at 6:00 PM**

I. CALL TO ORDER

The meeting was called to order by Chair Ed Fuson at 6:00 pm. Members present were Chris Jordan, Chris Kueny, Stockton Wells, Maudra Brown, Robert Power, and Joe Long. Staff present were Tracy Hegler, Wade Luther and Monique Ocean.

II. APPROVAL OF MINUTES

Chris Kueny made a motion to approve the minutes of the May 17, 2021, meeting. Maudra Brown seconded the motion. All were in favor.

III. STATEMENT OF NOTIFICATION

Monique Ocean confirmed that the media and public had been notified of the meeting.

IV. PRESENTATION

Gregory Sprouse, from Central Midlands Council of Governments, came before the Commission to give the status of the updates to the Comprehensive Plan. Mr. Sprouse stated his plans are to have all updates completed and presented to the Planning Commission in September through October time frame. The Planning Commission did not have any questions.

V. PUBLIC HEARING**1. Map Amendment MA003-21**

A request, by the applicant, to re-zone a split zoned property from RS-3 Single Family Residential and C-4 Highway Commercial to C-4 Highway Commercial. The property is located at 1204 Knox Abbott Drive (TMS 004633-06-009).

a. Opening Statement

Chair Ed Fuson discussed the Rules of Order. Mr. Fuson stated that the Planning Commission is a recommending body and final decision is made by City Council. Wade Luther, Planning Director, came before the Commission to issue the opening statement. Mr. Luther stated that the subject property is separated from a residential neighborhood by H Avenue. Mr. Luther stated the rezoning request has been reviewed for compatibility and the requested zoning change complies with the Future Land Use Map. Mr. Luther stated the proposed property is a through lot and subject to zoning regulations for setbacks and buffers. Attorney Robert Fuller came before the Commission, as the representative of the applicant. Mr. Fuller stated the purpose of the rezoning request is to construct a Cookout restaurant with frontage on Knox Abbott Drive. Mr. Fuller stated there is no intention to connect to H Avenue but there is an ability to enter the side of the lot through the Krispy Kreme lot. Mr. Fuller stated the restaurant is primarily take-away and the location has been vetted internally. Mr. Fuller stated his clients are willing to accommodate the residents on H Avenue and the location is mutually beneficial to the City and his clients.

b. Public Comment

Mr. Fuson opened the floor for public comment. Jackie Bantan, 1226 H Avenue, spoke against the rezoning request. Ms. Bantan handed a signed petition to the

Commission and requested protection from noise, crime and rodents. Brian Williams, 1226 H Avenue, spoke against the rezoning request. Mr. Williams stated it is a quiet neighborhood and he requests the split zoning to be left as it is. Keith Adams, 1220 H Avenue, spoke against the request. Theresa Johnson, G Avenue, spoke against the request. Ms. Johnson stated the increased traffic, car lights, drive-thru speaker noise and dumpster smells would have a negative impact on her quality of life. Nancy Drew, 921 M Avenue, spoke against the request. Ms. Drew submitted documents to the Planning Commission for review. Robert Brazell, 1300 H Avenue, spoke against the rezoning request. Mr. Brazell stated he strongly opposes the rezoning and would like to keep neighborhood as it is. Mr. David Burke, of Chapin, SC, and representing 1234 H Avenue, spoke against the rezoning request. Nancy Stone-Collum, 1222 H Avenue, spoke against the rezoning request. Steve Collum, 1222 H Avenue, spoke against the rezoning request. Mr. Collum stated he has a petition of 59 signatures from people in the neighborhood. Mariam Kemmerlin, 1726 McSwain Drive, West Columbia, spoke against the rezoning request and read a letter from her sister Janet Johnston, who is also against the rezoning request. Ms. Kemmerlin confirmed that the Planning Commission was in receipt of a letter pertaining to zoning from 1965. Ann Celorea, 1326 H Avenue, spoke against the rezoning request. Noah Reynolds, 1330 H Avenue, spoke against the rezoning request. No one present spoke in favor of the rezoning request. Mr. Fuller came before the Commission to respond to the comments from the public. Mr. Fuller stated Cookout restaurant has maintained the reputation of being a good neighbor and is attentive to the concerns of the neighborhood. Mr. Fuller stated he has reached out to the neighborhood and that there is no intention to disrupt H Avenue. After inquiry from the Planning Commission, Mr. Luther explained that the Planning Commission may not enact requirements stricter than the minimum for the Zoning Ordinance without a text amendment.

c. Adjourn Public Hearing

Without any further discussion, the Public Hearing Was adjourned.

d. Motion

With no further discussion, Stockton Wells made a motion to deny approval of the request for rezoning, as presented. Maudra Brown seconded the motion. Maudra Brown, Stockton Wells, Robert Power, and Ed Fuson voted in favor of the motion to deny approval of the rezoning request. It was stated that they voted in favor of denying the request to Council because of unclear deficiencies, the voiced concerns of the residents would require more time to research, combining the two lots would create incongruent lots, and the residential area needs to be protected. Chris Kueny, Chris Jordan and Joe Long voted against the motion to deny the request. It was stated that they voted against the motion to deny the request because it is not up to the Planning Commission to set additional buffers, the zoning ordinance is strict, assurances that deed restrictions will supersede zoning regulations, and commercial uses currently exist in the area. So, by a vote of 4 to 3, the Planning Commission voted to recommend denial of the rezoning request for 1204 Knox Abbott Drive.

2. Map Amendment MA004-21

A request, by the applicant, to re-zone property from C-1 Office and Institutional to RG-2 General Residential, High Rise. The property is located at 1407 Dunbar Road (TMS 005766-03-006).

a. Opening Statement

Wade Luther came before the Planning Commission to discuss rezoning of 1407 Dunbar Road. Mr. Luther stated the applicant is applying to rezone the property to RG-2. Mr. Luther stated the rezoning request is in compliance with the Future Land Use Plan. Jessie Brae came before the Commission as the applicant to discuss the rezoning request. Mr. Brae stated the requested zoning complies with the Future

Land Use Plan and RG-2 fits in with the area. Mr. Brae stated the applicant is aware of the requirements of the Infill Development ordinance and is willing to comply.

b. Public Comment

Augusta Thompson, 2019 Middleton Street, spoke against the rezoning request. Ms. Thompson stated she would like to see more single family homes and more green space. Mike Wuest, 1501 Abbott Road, spoke against the rezoning request. Mr. Wuest stated he would like for the property to be used as green space or single family homes. Alexis Moore, 1424 Dunbar Road, spoke against the rezoning request. Ms. Moore stated she would like to see more single family homes. Will Brits, 1600 Granby Road, believes duplexes can create a traffic problem because of more people coming into the area. Jessie Brae returned before the Planning Commission to address comments from the public. Mr. Brae stated the re-zoning request complies with the Future Land Use Map, the property has been on the market for over 18 months before his company decided to purchase, and a traffic study will be completed to ensure traffic problems can be resolved.

c. Adjourn Public Hearing

After no further discussion, the Public Hearing was adjourned.

d. Motion

Joe Long made a motion to recommend that Council approve rezoning the property to RG-2. Chris Kueny seconded the motion. All were in favor. The Planning Commission agreed that the vote to recommend the rezoning request was based on the fact that the requested zoning complies with the Future Land Use Map.

VI. OTHER BUSINESS

There was no other business.

VII. NEW BUSINESS

There was no new business

VIII. ADJOURNMENT

Chris Kueny made a motion to adjourn. Maudra Brown seconded the motion. All were in favor.

A quorum of Council may be present. No discussion or action on the part of Council will be taken.

Cayce Historical Museum Commission Meeting
Minutes for Thursday, July 15, 2021
4: 00 PM

Members Present: Archie Moore, Mary Sharpe, A. G. Dantzler, Marion Hutson,
Charlita Earle, Pamela Sulton, Garrett Creasman and Leo Redmond,
Ex-Officio

Absent, Excused: David Brinkman, James Stewart

Museum Staff: Andy Thomas

City of Cayce: Tracy Hegler, City Manager and Mendy Corder Municipal Clerk

- The meeting was called to order by Chairman, Archie Moore.
- Commissioner A. G. Dantzler offered the Invocation.
- Chairman Moore welcomed and introduced the new Commissioners.
- The minutes of April 7, 2021 were reviewed and approved unaimously, moved and seconded by Mary Sharpe and A. G. Dantzler respectively.
- The minutes of May 5, 2021 were reviewed and approved unanimously, moved and seconded by Marion Hutson and A. G. Dantzler, respectively.
- The Christmas Celebration Schedule was received and discussed. The dates are: December 2, Drive Thru at City Hall, December 3, Caroling on the Riverwalk, December 4, Christmas Traditions at the Museum.
- Ideas for the Theme for The Christmas Traditions Celebration at the Museum was discussed and the theme selected was *"Re-United We Stand At Christmas"*
- Commissioner Marion Hutson indicated that he would begin to contact persons to provide entertainment, food, re-enactments and to conduct the popular Lantern Tours.
- Museum Staff Reports
Andy Thomas provided the usual reports including Visitation numbers and Visitation fee collections. The Expenditure Budget Analysis Report FY – 2022 was also submitted

July 15, 2021 Minutes Continued

Museum Staff Reports continued with the following:

- Report on S. C. Fire Fighter's Convention
- Report on visit to the Museum by Erik the Travel Guy
- Report on the Firehouse Exhibit
- African American Committee Report (Fall Fest Oct. 2nd)
- Meetings in Visitors Center
- Museum Staffing and Hours (July, August) Vacation (Sept. 10-17)
 - The City Manager spoke regarding the need to vary Museum hours due to the resignation of Jerry Kirkland, which leaves the staff short.

The staff reported that the Museum has been invited to participate in the Camden Fire Festival on September 25, 2021. This will necessitate transporting our Antique Firetruck to Camden with staff participation. Motion was made by Commissioner Dantzler to participate in this event, with second to the motion by Commissioner Sulton. Motion was approved unanimously.

Staff reported on the following upcoming events:

August 14 – Museum represented at Historic Camden for Revolutionary War Days

August 19 – Lecture on Weberites (J. R. Fennell) 6:00 P. M.

September 23 – Lecture on Mark Catesby (John Meyers) 6:00 P. M.

September 25 – Camden Fire Festival

Other Business

Andy Thomas read a statement of a personal nature to the Commission and he asked that a copy be submitted into the record.

With no further business, the meeting was adjourned at 5:38 P. M.

Andy Thomas: Address to the Commission, July 15, 2021

I felt the need to address some issues about myself because of some things I have heard floating around as rumors.

1) First off, I heard that I had been fired from my job at the University of South Carolina (USC) just before I took this job with the museum. This is an untrue statement. I have never been fired from a job. I gave two weeks' notice once I had been offered and accepted the job with Cayce. I resigned and left on good terms. I spent 2 years earning my museum management certificate. I then spent two years looking for and praying for a job I could take in the museum field. I know God led me to this position. So, to learn about this untrue statement of me being fired was very hurtful and deceitful.

2) Secondly, I would like to address the museum files. It is true, when I first started I began organizing and going through the files. I found some things that were not archival materials like a file folder stuffed with tissue paper, a folder with a seed catalog 2 decades outdated, files on how to use the City of Cayce e-mail system in 1995, empty file folders with topics written on the outside of the file but nothing inside, etc. I threw some of that out. Not a lot (I only went through 5-10% of all the files) before you had your meeting and my Supervisor Tracy Hegler requested me to stop. When I was going through the files it definitely was not my intention to throw out anything historically valuable. I did reorganize and move some older files-related to administration issues some 5-10- or 20 years before-not any of the history files- to our storage shed in the area we use to store other documents and archival materials. The files might not be organized as you remember it, but they are all still with our museum. All the files I reviewed, archived, and relocated are in our museum shed and our Commission members or invited to see them if you wish to do so.

3) Although I have been an advocate for change to stay relevant and will continue to do so, I bring any potential major change ideas or actions to the City Manager and this Commission. I was successful in bringing the idea of a changing exhibit to this museum and this was approved by this Commission. I brought to you the idea of changing a wall in our trade room. You did not approve it. I think change should be purposeful. It should be done to move our museum forward. I am not into change for change's sake. I agree as it was agreed upon several Commission

meetings back that change has to be made in a united manner. I believe we should make our story of Cayce more diverse and create a deeper level of understanding on some local events and people not currently interpreted in our museum. Let's explore these matters about our museum in the coming year.

4) I am making an appeal that we all work together. The future is where we can dream big and do big things in our community and in this state. How can we best serve existing and new generations? The new visitor center at the 12,000 Year History Park is something that we can either resist an wage an uphill fight (against the National Park Service, the State of SC, Lexington County, and the City of Cayce) or something we can seek a way to compliment to bring more visitors to our museum. That means hard work and clarity on who we are and how our differences from the 12,000 Year History Park can pave the way to our future success with our community and our visitors.

I am blessed to be here! I know we can find a way to trust each other. We all want the best for the Cayce Historical Museum. Let's make a new way starting now. Thank you!

(Please enter this into the record) Andy Thomas, Cayce Historical Museum, Museum Office and Communications Associate

**CITY OF CAYCE
EVENTS COMMITTEE MEETING MINUTES
City Council Chambers
July 15, 2021**

Present: Danny Creamer, Maxine Creamer, Dwede Dennis, Robert Cathcart, Dave Capps, Cindy Pedersen, Evony Reed
Alexis Moore, Johnathon Moore

Absent: Brianne Siciliano, Jonathan Palance

City Representative: Mendy Corder, James Denny

Review of Minutes: June 10, 2021, 2021

Chairperson Danny Creamer called the meeting to order. Dave Capps stated that the Soda City Jazz Band needed to be corrected to the Soda City Brass Band. Cindy Pedersen made a motion to approve the minutes with the corrections being made. Robert Cathcart seconded the motion which was unanimously approved.

Fall Fest:

Ms. Corder stated that all bands were confirmed as well as the DJ. She stated that everything else had been reserved except the golf carts. She stated that the golf cart company was extremely short staffed and busy and would be in touch once things slowed down. Mr. Moore suggested having a banner or canvas at the event that children could draw on or put their handprints on and it could be featured at the Art Lot and City Hall after the Fall Fest.

The Committee discussed various committee members doing the MC role at the event. Ms. Reed and Mr. Moore both volunteered to MC.

Christmas Events:

The Christmas Drive thru event at City Hall will be on Thursday, December 2, 2021.

Carols on the Riverwalk will be on Friday December 3, 2021. Groups are being contacted to confirm their participation this year.

Danny reminded the committee the next meeting would be held **August 12, 2021**. Ms. Moore made a motion to adjourn, Ms. Pedersen seconded. The meeting was adjourned.

Respectfully submitted,
Maxine Creamer

All open positions will be advertised on the City's website and Facebook page.

COUNCIL ACTION REQUIRED

EVENTS COMMITTEE – ONE (1) POSITION

The Events Committee has one (1) open position. The City has received a potential member application from Ms. Megan Lightle. Her potential member application is attached for Council's review.

PLANNING COMMISSION – ONE (1) POSITION

The Planning Commission has one (1) open position. The City has received potential member applications from Mr. Danny Creamer and Mr. Michael Mahoney. Their applications are attached for Council's review.

MUSEUM COMMISSION – ONE (1) POSITION

Mr. Marion Hutson's term on the Museum Commission expires in September and he would like to serve again. He has served on the Commission since 1999. His reappointment application is attached for Council's review.

NO COUNCIL ACTION REQUIRED

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

ACCOMMODATIONS TAX COMMITTEE – ONE (1) POSITION

This Committee determines where state accommodations tax funds received will be spent to promote tourism. This position needs to be filled by someone that works in the restaurant industry in the City.

BEAUTIFICATION FOUNDATION – TWO (2) POSITIONS

This Foundation is a 501c3 non-profit organization that works to raise money for various beautification projects in the City of Cayce. There are no recommendations at this time.

PUBLIC SAFETY FOUNDATION – TWO (2) POSITIONS

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

STANDARD TECHNICAL CODES BOARD OF APPEALS – THREE (3) POSITIONS

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



CITY OF CAYCE POTENTIAL MEMBER APPLICATION

Name: Megan Lightle
 Home Address: Axtell Dr City, State, Zip Cayce, SC 29033
 Telephone: 803 E-Mail: _____
 Resident of Cayce: Yes No Number of Years: 7

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

- Accommodations Tax Committee Cayce Housing Authority Events Committee
 Consolidated Board of Appeals Municipal Election Comm Museum Commission
 Planning Commission Standard Technical Codes Bd 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.

DUI-1988

Work Address

Company: Retired ☺ Position: _____
 Address: _____ City, State, Zip _____
 Telephone: _____ E-Mail: _____

Work Experience: Retired Communications Director of an SC state agency

Educational Background: BA in Journalism from USC

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

Cayce Avenues Neighborhood Assn.

Volunteer Work: Pro bono communications work for a local service organization

Hobbies: Landscaping, gardening, swimming, jogging, reading, kayaking, cars

Return to:

Mendy Corder, Municipal Clerk

City of Cayce, PO Box 2004, Cayce, SC 29171-2004

Telephone: 803-560-9557 ♦ Fax: 803-796-9072 ♦ Email: mcorder@caycesc.gov

CITY OF CAYCE
POTENTIAL COMMITTEE MEMBER APPLICATION



Name: Danny Creamer
Home Address M Ave City, State, Zip Cayce, SC 29033
Telephone: 803- E-Mail Address _____
Resident of Cayce: Yes No Number of Years LIFE

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

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

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

Work Address Retired

Company: _____ Position _____

Address: _____

City, State, Zip _____ Telephone: _____

Fax: _____ E-Mail _____

Work Experience: 31 yrs SERVICE dept. Jim Hudson Automotive
P.T. DRIVER ENTERPRIZE Holding Company

Educational Background: BC #2, BC J.R.H.I. BC H'S CLASS'72

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

Chair - Events Committee

Volunteer Work: MASONIC Lodge # 382, Cayce Events
Committee. Municipal Election Commissioner

Hobbies: RACING, MUSIC, GARDENING.

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



CITY OF CAYCE POTENTIAL MEMBER APPLICATION

Name: Michael Mahoney

Home Address: Wilkinson Street, Cayce, SC 29033

Telephone: 803 _____ E-Mail: _____

Resident of Cayce: Yes No Number of Years: 15 Years

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

- Accommodations Tax Committee Cayce Housing Authority Events Committee
 Consolidated Board of Appeals Municipal Election Comm Museum Commission
 Planning Commission Standard Technical Codes Bd 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: Business Network Consulting, LLC Position: President, CEO

Address: 1330 Laurel Street, Columbia, SC 29201

Telephone: 803-862-1313 E-Mail: mmahoney@it803.com

Work Experience: 23 years owning and operating an IT consulting firm catering to small businesses. 35+ years in the Computer and Information Technology field.

Educational Background: High School Diploma 1981, some college at University of Central Florida, various Microsoft technical certifications

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

None

Volunteer Work: Palmetto Pride trash pickups. Organizing some local neighborhood trash cleanups.

Hobbies: Active professional musician for 40+ years, cooking, gardening, relaxing

Return to:

Mendy Corder, Municipal Clerk

City of Cayce, PO Box 2004, Cayce, SC 29171-2004

Telephone: 803-550-9557 ♦ Fax: 803-796-9072 ♦ Email: mcorder@caycesc.gov



CITY OF CAYCE
COMMITTEE MEMBER REAPPOINTMENT APPLICATION

Name: F. Marion Hutson
Home Address Moss Cove Court City, State, Zip Cayce S.C. 29033
Telephone: 803 E-Mail Address N/A
Resident of Cayce: Yes No Number of Years 35

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: N/A Position _____
Address: _____
City, State, Zip _____ Telephone: _____
Fax: _____ E-Mail _____

Work Experience: N/A retired

Educational Background: High School / College

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

Sons of Confederate Veterans

Volunteer Work: _____

Hobbies: History - YARD

Return to:
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Telephone: 803-550-9557 • Fax: 803-796-9072 • mcorder@cityofcayce-sc.gov