

Mayor  
Elise Partin

Mayor Pro-Tem  
James E. Jenkins

Council Members  
Phil Carter  
Tim James  
Hunter Sox

City Manager  
Tracy Hegler

Deputy City Manager  
Jim Crosland  
Assistant City Manager  
Michael Conley



**City of Cayce  
Regular Council Meeting  
Tuesday, September 5, 2023  
6:00 p.m. – Cayce City Hall – 1800 12<sup>th</sup> Street  
[www.caycesc.gov](http://www.caycesc.gov)**

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

**I. Call to Order**

- A. Invocation and Pledge of Allegiance
- B. Approval of Minutes  
August 16, 2023 Regular Council Meeting

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

**III. Resolutions**

- A. Consideration and Approval of Resolution Authorizing and Approving Financing through Lease Purchase and Award of Lease Purchase Contract – General Fund Vehicles and Equipment
- B. Consideration and Approval of Resolution Approving Memorandum of Agreement for Detention of Juveniles with the South Carolina Department of Juvenile Justice
- C. Consideration and Approval of Resolution Approving Law Enforcement Assistance and Support Agreement with Midlands Technical College

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

- A. Discussion and Approval of an Agreement with the SCDOT Granting Temporary Rights for Them to Enter City of Cayce Property

**V. Committee Matters**

- A. Approval to Enter the following Committee Approved Minutes into the City's Record  
Museum Commission – July 5, 2023  
Events Committee – July 13, 2023
- B. Appointments and Reappointments  
Public Safety Foundation – Two (2) Positions  
Standard Technical Codes Board of Appeals – 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

**IX. Reconvene**

**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.**

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**City of Cayce  
Regular Council Meeting  
Wednesday, August 16, 2023**

The August 16, 2023, Regular Council Meeting was held this evening at 5:00 p.m. in Council Chambers. Those present included Mayor Elise Partin, Mayor Pro Tem James Jenkins and Council Members Phil Carter, Tim James and Hunter Sox. City Manager Tracy Hegler, Deputy City Manager Jim Crosland, Assistant City Manager Michael Conley, Municipal Clerk Mendy Corder, Police Chief Chris Cowan, Fire Chief Steven Bullard, Finance Director Kelly McMullen, Human Resources Director Lynn Dooley, Utility Director Betsy Catchings, IT Director Jamie Beckham and City Attorney Danny Crowe were also in attendance.

**Call to Order**

Mayor Partin called the meeting to order. She stated that she wanted to take a moment to welcome not only the people in the audience, but also to send a welcome to all of those who were joining online, since the Council Meeting was live streaming. She stated that Council and staff were so excited to be live streaming the meetings. She stated as a reminder to the public, Council approved funding in 2022 to upgrade the audio and visual in Council Chambers since the City had one of the older City Halls around and to provide effective live streaming capabilities that would add to the City's already very transparent meeting processes. Mayor Partin stated that not only were the City's agendas online, but the agenda packet were available to the public. She stated that the agenda packets contained all the information that Council had to make decisions. She stated that was something Council and staff were proud of since they went above and beyond what other cities did.

Mayor Partin stated that the City suffered supply chain delays with some of the equipment necessary to install the new equipment in Council Chambers however as soon as the equipment came in IT staff and the Municipal Clerk's office staff worked hard to coordinate with the contractor to bring the improvements to fruition. She stated that there were two (2) new large TV's for the audience to see the agenda packet and presentations and Council had monitors in front of their seats to see what the audience was seeing. She stated that the sound in Council Chambers was so much better than it had ever been. She stated that even in person the sound was better, which was one of the reasons the City could not Zoom before. Mayor Partin stated that the sound in Council Chambers in general was lacking as those who joined the meetings in person could attest to. She stated that when Council and staff tried being all together and offering the meeting via Zoom it was not possible because there was feedback electronically in Council Chambers. She stated that during COVID Council met via Zoom but they were all in separate locations and had never met via Zoom in the same room. She stated that the City now had one of the best live streaming options around so they were excited for people to get to join the meetings that way. 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. Council Member Carter gave the invocation. Mayor Partin led the assembly in the Pledge of Allegiance.

## **Presentation**

### **A. Presentation of a Check from the South Carolina Rural Infrastructure Authority for the Cayce Avenues Drainage Improvements Project**

Mayor Partin stated she asked Council if they would be amenable to moving Item III. A. to be the next item on the agenda so some of the visitors for that item could get to other meetings they had that evening. Council Member Carter made a motion to move Item III. A. before the approval of minutes. Council Member James seconded the motion which was unanimously approved by roll call vote.

Mayor Partin stated that Item III. A. was a presentation of a check from the South Carolina Rural Infrastructure Authority for the Cayce Avenues Drainage Improvements Project. She stated that as a City, Council and staff were absolutely not shy about taking on large projects and take their municipal responsibilities to provide the best customer service and the best possible services to their citizens very seriously. She stated that one could see that evidenced in the City's multimillion-dollar water line replacement project that upgraded nearly 75% of inside City water customers' aging lines and in building a state-of-the-art Water Plant and Wastewater Plant. She stated that the City also took on things that were not necessarily the City's to take on. Mayor Partin stated that storm drainage was not something that cities by and large were responsible for. She stated that the City did not own any of the streets in the city, they were either county or state owned. She stated that the streets were predominantly where a large amount of the flooding came from, that or private property. She stated that maintenance of those things was not something a City typically did. Mayor Partin stated that the City did not collect taxes for those services and was the lowest taxing entity of all of the City's partners to include Federal, State or the County. She stated that the City had made it clear to its partners that they were willing to coordinate the solution to the problem but could not be the ones to pay for it.

Mayor Partin stated that the City was incredibly blessed to have amazing partners at the State level with Representative Micah Caskey and Senator Nikki Setzler. She stated that they had both been amazing partners in supporting the City's citizens in dealing with things that happened when homes were built back in the 1940's and 1950's. She stated that there was not the same regulations or even the same understanding of what storm drainage was many years ago. She stated that the City was fixing things that were that old and being proactive about it, like the City was with all things they were responsible for or in this case even what the City was not responsible for.

Mayor Partin stated that in 2015, the City commissioned a study for the Avenues Neighborhood, which had some of the oldest recurring flooding, to determine a plan forward so the City could help coordinate with the appropriate partners. She stated that since that study was published, City staff had worked hard to secure grants and other funding sources to tackle the over \$20 million solution so there would be no impact on the City's tax dollars. She stated that the City was awarded a Rural Infrastructure Authority Grant a couple of years ago with matched dollars from the South Carolina Department of Transportation to start the improvements and those were just recently completed successfully in the Axtel, Deliesseline and Blake Drive areas. Mayor Partin stated that the residents there were already seeing the wonderful benefit of that work.

Mayor Partin stated that they had a check presentation for another award the City had received from the Rural Infrastructure Authority under the state's South Carolina Infrastructure Investment Program. She stated that it was a \$10 million award with matching funds from the South Carolina DOT for a total project budget of \$11,740,000. She stated that the funds would help the City to continue the transformative stormwater work in that part of the city and beyond. She stated that Ms. Bonnie Ammons, the Executive Director of the Rural Infrastructure Authority, was there to present the check along with Senator Nikki Setzler and Representative Micah Caskey.

Ms. Ammons stated that the Rural Infrastructure Authority recognized all the significant drainage issues that the City had and appreciated the efforts that the City had made to address that and to get partners to work together on a solution. She stated that she was glad to be a part of it and could not provide the funding if it were not for the General Assembly. Senator Setzler stated that the drainage issues needed to be addressed and he was happy to be a part of that. He thanked everyone for working with him to make that happen. Representative Caskey stated it was a great day in Cayce to be able to make this big step forward. He stated he wanted to thank City staff for making this project viable from a technical standpoint. He stated that City staff had a lot to be proud of and thanked them along with Council for all they did make this happen. Mayor Partin stated that Representative Caskey and Senator Setzler, not only had championed this project, and helped the City to move forward with storm drainage but also for letters of support and all they continued to do for the City's citizens. She thanked them both along with Ms. Ammons.

### **Approval of Minutes**

Council Member James made a motion to approve the July 11, 2023 Regular Council Meeting minutes and the July 26, 2023 Regular Council Meeting minutes as written. Mayor Pro Tem Jenkins seconded the motion which was unanimously approved by roll call vote.

### **Public Comment Regarding Items on the Agenda**

No one signed up for Public Comment.

## **Presentation**

### **B. Presentation on the Walkability Action Institute**

Ms. Dara Brown, the Senior Community Health Coordinator at Brookland Lakeview Empowerment Center gave a presentation on the Walkability Action Institute. She stated that she served as chair for the Active and Accessible Community Transit Coalition, otherwise known as ACT and their mission was to improve and adopt equitable and inclusive environments for active transportation to everyday locations and recreation for all communities in Lexington County. She stated that most importantly, she was a Cayce resident and bought her first house 19 years ago and still lived in that home. She stated that she was there to share the outcome and potential impact of part of the ACT participating in South Carolina's first Walkability Action Institute.

Ms. Brown stated that the Institute was held this past May through June and teams had to apply and be accepted. She stated that emphasis was placed on teams that focused on servicing disadvantaged, rural or minority areas and each team had to consist of a public health professional, an elected official, a planning professional and a transportation expert. She stated that her team was also unique in that it was multi-jurisdictional since they had a member from West Columbia who joined the team and served as team leader. She stated that she also chose to include ABLE South Carolina, not only to have disability representation, but to remind everyone that whether one was blessed to never be born or acquire a disability, everyone was aging and with that comes decreased mobility, decreased hearing and decreased vision.

Ms. Brown stated that five (5) teams participated in the Action Institute and her team was the only one that was considered urban. She stated that the program faculty really challenged the teams to think big and as wildly and broadly about a project that would best serve and to help their communities. She stated that their challenge was to also think of an idea to increase non-car movability that would benefit both Cayce and West Columbia. She stated that her team's idea was to create a safe and inclusive Walk Bike Arts District, by using a loop that connects West Columbia and Cayce using Savage Craft and Steel Hands breweries as anchors. She stated that the part that connected the two (2) breweries was approximately two (2) miles and the line that completed the loop added an additional three (3) miles for a total of a five (5) mile loop. Ms. Brown stated that the loop would increase active tourism and economic development for the area and would also line up with the larger plans to connect the Lake Murray dam walk to downtown Columbia so in theory, residents in Irmo could ride their bikes and spend their money at Steel Hands. She stated that people coming to Columbia for USC games or to do business at the Statehouse or training at Fort Jackson could enjoy the ability to rent an E bike and ride between the breweries and places to shop. She stated that the loop would improve connectivity for disadvantaged

and historically black areas to access everyday destinations that might appear upon the loop, like banks and pharmacies and food access and jobs. She stated that they had identified some neighborhoods that would benefit from the loops connectivity, particularly the Avenues and historically black areas such as Pocomo, Freeman's Hill and Silver City.

Ms. Brown showed what had happened in other areas when they improved upon their walk bike infrastructure. She stated that Florida's State Parks now had bicycle riding on paved roads and trails that had brought in more than \$6 billion annually statewide and outdoor recreation, fitness, walking and jogging brought in \$13.5 billion dollars to the state annually. She stated that the Atlanta Belt Line in Georgia was scheduled to be finished in approximately 2030 and would be a 22-mile planned loop of multi-use trail. She stated that it was designed to reconnect neighborhoods and communities historically divided and marginalized by infrastructure and improve transportation, add green space, promote redevelopment, create and preserve affordable housing and showcase arts and culture. Ms. Brown stated that thus far 50,000 jobs had been created near the Beltline and that was 20,000 more than they originally projected. She stated that the Swamp Rabbit Trail in Greenville saw more than half a million users, a 13% increase in minority usership and \$6.7 million economic boost from tourists.

Ms. Brown stated that the 2023 National Association of Realtors Community and Transportation Preference Survey found that there was a demand for walkability among all age groups and people in Gen Z wanted to live near mass transit and were willing to spend more to live in a walkable community. She stated that millennials wanted their community leaders to provide convenient alternatives to driving such as walking, biking, and public transportation and of the over 2,000 survey respondents, those with a lot of places to walk nearby were more likely to be satisfied with their quality of life.

Ms. Brown stated that reading from page two (2) of the SCDOT's Pedestrian and Bicycle Safety Action Plan that was published in May 2022, South Carolina ranked fifth in the nation for pedestrian fatalities based on population with the most common pedestrian fatal crash type being pedestrians struck while crossing the roadway by a vehicle traveling straight through and the most common bicycle fatality type being motorists trying to overtake a cyclist. She stated that more than half of these crashes did not involve drugs, alcohol or bad weather conditions. Ms. Brown stated that Cayce and West Columbia contributed quite a bit to this data and had pedestrian related crashes, both non-fatal collisions and fatal collisions. She stated that the proposed loop would not resolve everything, but it would begin to address some of the cluster sites that were identified along the loop and would be an excellent start to addressing an important public safety issue.

Ms. Brown showed a slide depicting what the loop could possibly look like. She stated there could be well lit, broad, smooth sidewalks with benches, public art displays,

and shade trees that would not only create beauty and comfort but could possibly assist with storm water runoff. She stated there could be highly visible bike lanes that were separated from traffic with plants and artsy bike lane barriers. She asked the assembly to imagine the empty storefronts on State Street full of family friendly businesses due to the increased foot traffic. She stated that national chains and locally owned businesses could open on Frink Street with parking in the rear to maintain a street friendly entrance. She stated that the coalition had an action plan for the next few years and would keep the City updated every step of the way. She stated that the plan did include doing demonstrations of what the loop would possibly be, how it would work for its pedestrian and bike users, but also how it would work in regular traffic and where there were emergency vehicles. Ms. Brown stated that they looked forward to working with City staff to bring these demonstrations to life. She stated that they felt the loop aligned with the transportation, economic, housing and land use goals from the City's comprehensive plan and exemplified the City's motto by creating Time for Life.

Ms. Brown stated that grants for projects that would tie in nicely with the loop had already been applied for by Cayce, West Columbia and Lexington County. She stated that they all applied for Federal planning monies before the idea was even announced and hoped that communication would continue with each jurisdiction to bring some version of the loop into fruition. She stated that she wanted to extend an invitation to Council to participate in Municipal Walkability Audits, along with others who would be invested in such an idea, such as residents of any age and ability, business owners and developers, housing and real estate professionals and anyone else who would like to give their input. She stated that the audits would give them a boots on the ground view of where they were starting from because parts of the City looked very different on foot than it did by car. Ms. Brown thanked Mayor Partin for her support and Mayor Pro Tem Jenkins for his participation from the very beginning as well as Planning and Zoning Administrator Monique Ocean for her ideas and research. She thanked Council for granting her time to speak and stated that she hoped to see everyone on a walk audit.

### **Items for Discussion and Possible Approval**

- A. Discussion and Approval to Enter into an Agreement with Two (2) General Contractor Firms to Serve for "On Call" General Contractor Services for the City

Ms. Hegler stated that as part of the City's efforts to update contracts and ensure best practices for procurement of services, the City issued a general contractor request for qualification, an RFQ, to select a firm or firms to serve as the City's on call general contractor. She stated that two (2) firms responded to that RFQ, 3D Dirt Works and Mashburn Construction Company, and both were found to be responsive to the RFQ. She stated that after a review of the proposals and staff discussion, staff recommended entering into an agreement with both firms as being qualified vendors for City construction work. She stated that as qualified vendors both would provide quotes



when a general contracting related project arose, and the City would select the one most suited for the project. Ms. Hegler stated that depending on the price of that project, appropriate Council approval processes would be followed for each one. She stated that staff recommended that these agreements offer a two-year term. She stated that staff's recommendation was that Council approve qualifying both 3D Dirt Works and Mashburn Construction as on call general contractor services for the City and give approval for the City Manager to negotiate and enter into an agreement with them for a two-year term. Ms. Hegler stated that staff was trying to get qualified vendors under the City's procurement process so the City could move more efficiently and quickly on projects.

Council Member James made a motion to approve qualifying both 3D Dirt Works and Mashburn Construction as on call general contractor services for the City and give approval for the City Manager to negotiate and enter into an agreement with them for a two-year term. Council Member Sox seconded the motion. Council Member James asked if this was for projects that the City may build and the contractor would be on call as needed. He asked if there were any anticipated projects currently. Ms. Hegler stated that it would help the City move more quickly on larger projects that staff could not do such as sidewalk repairs on the Riverwalk and building upgrades or improvements. She stated that as those projects came about, staff would contact these two (2) qualified vendors and ask for quotes and if the project was not budgeted then it would be brought before Council. She stated that by doing this staff would not have to issue a separate RFP every time there was a project. Mayor Partin called the question which was unanimously approved by roll call vote.

**B. Discussion and Approval for Agreement for Professional Engineering Services for the Cayce Avenues Drainage Improvements Project – Phase 2**

Ms. Hegler stated that as mentioned earlier in the meeting during the check presentation, the City had long been working to address drainage issues in the Avenues as a result of persistent localized flooding in that section of the City. She stated that a multi-year storm drainage improvement program was currently underway and on August 2, 2022, City Council approved the plans to submit a grant application to the Rural Infrastructure Authority for what staff was calling the SCIIP funding. She stated that the SCIIP grant opportunity afforded the City a unique way to address the issue without burdening the General Fund which does not collect money for street and/or drainage repairs. Ms. Hegler stated that the City recently completed the first phase of improvements under this program, which only addressed a limited amount of the needs that were identified in the 2015 Avenues Area Drainage Study. She stated that the SCIIP grant would address a large portion of the remaining drainage projects identified in the study, if not all of them.

Ms. Hegler stated that on June 6, 2023 Council authorized her as City Manager to sign the award letter accepting the \$10 million grant that would address chronic

stormwater issues in the Avenues and the notice to proceed was later received on August 8, 2023. She stated that this project would make various drainage improvements to drainage basins in the Avenues neighborhood and the plan also proposed to improve outfalls in the Indigo and Naples drainage basin. She stated that as part of this grant project, engineering services were required for design, permitting, construction management and observation. She stated that staff was asking for approval to contract with American Engineering, the City's current on-call engineer and the author of the 2015 Avenues Drainage Study, to perform the design and construction management services. She stated that compensation for the engineering services was \$1,165,800 for the design phase and \$574,200 for construction phase services and observation. Ms. Hegler stated that as the author of the 2015 Avenue Drainage Study, American Engineering was intimately familiar with the drainage engineering needs of the City and since the publication of the study staff had worked on a regular basis with them to plan for stormwater and drainage improvements.

Ms. Hegler stated that funding for engineering and construction services would be covered by the South Carolina Department of Transportation under a previous agreement the City had with them that recognized that a large portion of the stormwater improvements were on State owned right of way. She stated therefore SCDOT was providing the 15% match required by the SCIIP grant and no City funding was being utilized for this very large project. She stated that approval of the services was in conformance with the scope guidelines and SCDOT's policy. She stated that staff recommended that Council approve the engineering and construction services agreement with American Engineering in the amount of \$1,740,000 and authorize the City Manager to execute the contract.

Council Member James made a motion to approve the engineering and construction services agreement with American Engineering in the amount of \$1,740,000 and authorize the City Manager to execute the contract. Council Member Sox seconded the motion which was unanimously approved by roll call vote.

#### C. Discussion and Approval of Selection of Community Development Software Program

Ms. Hegler stated that in the current FY24 budget Council approved the purchase of Community Development Business Licensing Permitting Software. She stated that the upgraded software would streamline the Planning Department's processes and enhance their abilities to process business licenses, permitting, code enforcement, inspections and zoning requirements in an efficient and effective way. She stated that the software would work in line with the Finance Department and would supply solutions for every position within the Planning and Development Department. She stated that staff performed an extensive evaluation process reviewing seven (7) different software companies that provided this type of service and evaluated these programs on the basis of being able to provide the services needed by the Planning

Department for the most effective and efficient program and in a way that is compatible with the City's existing programs and IT system. Ms. Hegler stated that in doing so Central Square Community Development Software was the only program that met all of the City's needs at the best value and would include Geographic Information System mapping, planning and zoning, permitting and inspections, compliance, business and regulatory licensing directory for architects, engineers and contractors and customer relations management so there was an external portal to the online portal for contractors and residents and would work with mobile devices. She stated that Central Square also provided seamless integration into all the City's other departments ensuring a cohesive and interconnected system if staff should desire to do so at a later time.

Ms. Hegler stated that the total cost for implementation of the Central Square Community Development software was \$104,140 and that included an implementation fee of \$83,240 and an annual subscription fee of \$20,900. She stated that the ARPA funding that was approved by Council was for \$88,000 and covered the implementation fee and within the Planning Department's FY24 operating budget was the annual subscription fee of \$20,900 so the cost had already been approved. She stated that staff recommended that Council approve the purchase of the Central Square Community Development Software in the amount of \$104,140.

Council Member Sox made a motion to approve the purchase of the Central Square Community Development Software in the amount of \$104,140. Council Member Carter seconded the motion which was unanimously approved by roll call vote.

### **Committee Matters**

#### **A. Appointments Beautification Foundation – One (1) Position**

Mayor Partin stated that there was an opening on the Beautification Foundation and the City had received a potential member application from Ms. Kelly King. Council Member James made a motion to appoint Ms. King to the Foundation. Council Member Sox seconded the motion which was unanimously approved by roll call vote.

### **City Manager's Report**

Ms. Hegler stated that as she had related to all of Council what she would do for her report. She stated that she wanted to address some incorrect and inflammatory comments that had been made on social media lately about the City's work. She stated that regardless of what their intent might be, the comments were so inaccurate that they were detrimental to the great progress being made in the City, and they attacked the City's hard-working staff. She stated that the first area to address related to complaints about the City's water quality. She stated that the facts were as follows; the City received a total of 52 calls regarding the City's water system since January 2023 and of

those 52 calls 40 were regarding discolored water. She stated that most of these types of calls occurred when a hydrant had been flushed in the area. Ms. Hegler stated that when staff received these types of calls, the procedure was to go to the address, run an outside spigot to confirm discoloration and flush the service line and continue to do that until the color was clear. She stated that only two (2) of the 52 calls came from the area that was posting these complaints on social media. She stated that the biggest point she wanted to make was that colored water occurring after the hydrants were flushed was absolutely safe to drink and there was no concern about colored water from a safety perspective.

Ms. Hegler stated that the remaining 12 calls were about general water quality like taste or odor. She stated that when staff received those calls the Water Treatment Plant's staff go out and collect a sample and analyze approximately 11 different technical parameters. She stated that of the 12 calls received and analyzed there were no abnormal results and the quality of the water was found to be just fine. She stated that there were only one (1) of the 12 calls that came from the area that again was posting these complaints, and staff did not receive calls from the people that were on social media concerned about water quality. Ms. Hegler stated that City staff took pride in their work and if the city's customers ever had any concerns, staff was happy to check it out. She asked that people please call City Hall and not take to social media since staff could not help them if they did not see it. She asked everyone if they had a concern about any service the City provides to call the City directly.

Ms. Hegler stated that the second area she wanted to address related to the City's efforts to manage stormwater issues in the Avenues. She stated that in addition to the unparalleled grant Mayor Partin introduced earlier in the meeting and for which the City was presented a check, staff had worked tirelessly to secure other funding sources over the last several years and discussed it at Council Meetings every single time. She stated that the City had applied for various grants through organizations like FEMA, and the South Carolina Office of Resiliency and unfortunately, those grant requests were not successful for various reasons. She stated that the erroneous information she wished to set straight was in regard to the latter grant. Ms. Hegler stated that last year in addition to the \$10 million RIA grant that staff worked hard to submit and were successful in receiving, the City also submitted a grant to the Office of Resiliency for the same purpose. She stated that City staff met with their staff before the grant application was open to discuss the Avenues Drainage Study and the staff at the Office of Resiliency were impressed with the study. She stated that staff was disappointed to not receive that grant, but totally understood that the competition was tough with that office only having \$50 million to allocate to this project in total across the state versus the nearly \$1 billion that the Rural Infrastructure Authority had.

Ms. Hegler stated that there were unfortunate comments made online such as the following: Cities applying for this grant were supposed to watch a Zoom meeting to learn how to write the grant and Cayce did not attend, resiliency offered to help and

write any grant if the City asked, Cayce waited two (2) months until the last few days before the deadline to send in their grant request, a copy of the grant requests sent by Cayce was obtained and it was a mess, the Office of Resiliency was contacted and the reason the request was not awarded was because the City of Cayce did not follow directions as they should have. Ms. Hegler stated that she debated long about whether or not to even state these things directly being afraid that it would give credit to that false information but determined it was more important to ensure the facts were out there and to share statements that staff got directly from the Manager of the Office of Resiliency, who was knowingly misquoted by this same person on social media.

Ms. Hegler stated that the Office of Resiliency had the following things to say about the City of Cayce's grant application: the Office of Resiliency conducted numerous voluntary presentations in the summer of 2022, including a presentation at the City of Cayce. She stated that there was not a Zoom meeting that City staff was required to attend. She stated that the Office of Resiliency met individually with City staff about the program in July of 2022 and the City identified with them potential projects that would fit well within the program criteria and the City submitted a complete application prior to the submittal deadline. The application incorporated all of the suggestions that their staff made during the one-on-one meeting with the City in July. The Office of Resiliency received 77 total project applications for more than \$200 million in funding requests and only had \$50 million to award. The City of Cayce's application was thorough, and well developed, it just did not simply meet the top 10 projects. Ms. Hegler stated that she was really sorry to talk about something like this, but it just undermined the hard work of staff and she could not let such misinformation be out there. She stated that staff submitted a great application and simply did not get funded for it.

Ms. Hegler stated that she wanted to end her report on a good note. She stated that it was back to school time and she wanted to share some kudos for the City's School Resource Officers team. She stated that they had made some changes within their division and were now operating at a higher capacity and capability than ever before. She stated that their passion was clear and not only did they work patrol this summer and continue their education but they extended their community outreach tenfold. She stated that their Character Camp was clearly not just a daycare and it had more purpose and more impact on more children than ever before. She stated that their back-to-school event reached twice as many families as in the past. She stated that they also distributed fans to citizens, visiting them in their homes, visited community partners and developed new relationships across the City. Ms. Hegler stated that they had done a great job for the community and should be recognized for their efforts even outside of the classroom.

### **Council Comments**

Mayor Partin asked Ms. Hegler to let the SRO's know that Council was very appreciative of all that they were doing to look out for the City's youngest citizens. She stated that the new sound system in Council Chambers was great and she hoped that everyone online could hear great as well. She stated that she wanted to give a round of applause to the Director of IT, Mr. Jamie Beckham, who had been working hard to make sure that the sound quality stayed great throughout the meeting. She stated that she also wanted to thank Municipal Clerk, Mendy Corder, for scheduling the improvements as soon as the great equipment was available and getting the contractors in.

### **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 for discussion in Executive Session.

### **Adjourn**

Council Member James made a motion to adjourn the meeting. Mayor Pro Tem Jenkins seconded the motion which was unanimously approved by roll call vote. There being no further business, the meeting adjourned at 5:43 p.m.

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Elise Partin, Mayor

ATTEST:

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Mendy Corder, CMC, Municipal Clerk



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# Memorandum

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**To:** Mayor and Council

**From:** Tracy L Hegler, City Manager  
Kelly McMullen, City Treasurer

**Date:** September 5, 2023

**Subject:** Lease Purchase Financing for General Fund Vehicles and Equipment, as Approved by Council in the 2023-2024 Budget

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## ISSUE

The recommendation and subsequent Council approval of the 2023-2024 lease purchase at the July 26, 2023 Council meeting, contained a scrivener's error in the name of the awarded banking institution. Due to this error, staff recommends that Council approve the corrected award and Resolution as described below and within the attachments.

Approval of a Resolution authorizing and approving financing through a Lease/Purchase and awarding of the Lease/Purchase Contract to a Financial Institution for Eleven (11) General Fund Vehicles and equipment, including six (6) Police Department Vehicles, One (1) Fire Department Vehicle, one (1) Information Technology Vehicle, one (1) Planning and Development Vehicle, one (1) Sanitation Vehicle, and one (1) Administrative Vehicle.

## DISCUSSION

The vehicles and equipment were approved for purchase by Council in the 2023-2024 Fiscal Budget. The total value and thus financing for all vehicles and equipment will not exceed \$500,000. Staff contacted 18 financial institutions and requested lease purchase financing proposals for the vehicles and equipment based on the purchase price. The City received two (2) responses.

Ameris Bank: four (4) years at 8.50%

First Citizens Bank: four (4) years at 4.78%

If the City of Cayce approves the First Citizens Bank quote, annual payments (with no down payment) would be as follows:

\$137,579 annually for 4 Years at 4.78% (total interest paid over 4 years: \$50,314.45)

The payments shall be monthly in arrears. Funding for the lease/purchase contract is included in the FY 2023-2024 General Fund budget and will be included in successive years.

## RECOMMENDATION

Staff recommends that the lease-purchase contract be awarded to First Citizens Bank for a four (4) year term contract at 4.78% with annual payments in arrears of \$137,579 for principal and interest. Staff also recommends that Council approve a "Resolution Approving Financing" through First Citizens Bank and that the City Manager be authorized to execute the contract documents.



|                         |   |                           |
|-------------------------|---|---------------------------|
| STATE OF SOUTH CAROLINA | ) | RESOLUTION                |
|                         | ) |                           |
| COUNTY OF LEXINGTON     | ) | APPROVING FINANCING TERMS |
|                         | ) | FOR GENERAL FUND          |
| CITY OF CAYCE           | ) | VEHICLES AND EQUIPMENT    |
|                         | ) | LEASE PURCHASE            |

**WHEREAS**, the City of Cayce (“City”) has previously determined to undertake a project for the financing of eleven (11) General Fund Vehicles and Equipment for The General Fund Lease Purchase (“the Project”), and the Finance Officer has now presented a proposal for the financing of such Project.

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

1. The City hereby determines to finance the Project through First Citizens Bank, in accordance with the proposal dated July 19, 2023. The amount financed shall not exceed \$500,000, the annual interest rate (in the absence of default or change in tax status) shall not exceed 4.78%, and the term shall not exceed four (4) years.

2. All financing contracts and all related documents for the closing of the financing (the “Financial Documents”) shall be consistent with the foregoing terms. All officers and employees of the City are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution. The Financing Documents shall include a Financing Agreement and an Escrow Agreement as First Citizens Bank may request.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer’s satisfaction. The Financing Officer is authorized to approve changes to any Financing Documents previously signed by City officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer’s release of any Financing Document for delivery constituting conclusive evidence of such officer’s final approval of the Document’s final form.

4. The City shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered

owners of the interest payment obligations. The City hereby designates its obligations to make principal and interest payments under the Financing Documents as “qualified tax-exempt obligations” for the purpose of Internal Revenue Code Section 265 (b)(3).

5. The City intends that the adoption of this resolution will be a declaration of the City’s official intent to reimburse expenditures for the project that is to be financed from the proceeds of the First Citizens Bank financing described above. The City intends that funds that have been advanced, or that may be advanced, from the City’s general fund or any other City fund related to the project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of City officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

**ADOPTED** this \_\_\_\_\_ day of September 2023.

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

**ATTEST:**

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

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



July 19, 2023

To: Kelly McMullen, City Treasurer

Re: Proposal for 2023 Lease Purchase, City of Cayce, South Carolina

Following is our offer for the financing requested in the amount of \$500,000:

| Interest Rate | Final Maturity | Proposed Payment Structure              |
|---------------|----------------|---|
| 4.78% BQ      | 48 months      | Monthly principal and interest payments |

This transaction can be closed using draft documents provided by First-Citizens Bank & Trust Company. There will be no closing costs or ongoing fees due to the Bank. In addition to executed transaction documents in form satisfactory to the Bank, you must provide an opinion of your attorney addressing certain matters, including, but not limited to:

1. The Borrowing Structure is valid, legal, binding, and enforceable;
2. The tax status of the interest component of payments due under the financing. The attorney’s opinion must state that the borrowing is designated as a “qualified tax-exempt obligation” under Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

The borrowing entity must also designate the obligation as a “qualified tax-exempt obligation” prior to closing. It is recommended that this designation be included or recited in the borrowing ordinance/resolution. You or your advisors will be responsible for preparing and filing any IRS required documents.

The rate contained in this proposal is subject to change unless the loan is closed within 45 days of the date hereof. If you have any questions, please contact Courtney Dunlap at 803-931-1721 or me at 803-931-1723.

Thank you for the opportunity to submit this proposal.

**First-Citizens Bank & Trust Company**

By: Steve Groth  
Director of Government Lending

The foregoing proposal is accepted and approval of rate and funding is requested:

City of Cayce, South Carolina

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Cayce 2023 LP

Computation Interval: Monthly

Nominal Annual Rate: 4.780%

**Cash Flow Data - Loans and Payments**

| Event     | Date       | Amount     | Number | Period  | End Date   |
|-----------|------------|------------|--------|---------|------------|
| 1 Loan    | 08/23/2023 | 500,000.00 | 1      |         |            |
| 2 Payment | 09/23/2023 | 11,464.88  | 47     | Monthly | 07/23/2027 |
| 3 Payment | 08/23/2027 | 11,465.09  | 1      |         |            |

**TValue Amortization Schedule - U.S. Rule, 30E3/360**

|                    | Date       | Payment           | Interest         | Principal         | Balance    |
|--------------------|------------|-------------------|------------------|-------------------|------------|
| Loan               | 08/23/2023 |                   |                  |                   | 500,000.00 |
| 1                  | 09/23/2023 | 11,464.88         | 1,991.67         | 9,473.21          | 490,526.79 |
| 2                  | 10/23/2023 | 11,464.88         | 1,953.93         | 9,510.95          | 481,015.84 |
| 3                  | 11/23/2023 | 11,464.88         | 1,916.05         | 9,548.83          | 471,467.01 |
| 4                  | 12/23/2023 | 11,464.88         | 1,878.01         | 9,586.87          | 461,880.14 |
| <b>2023 Totals</b> |            | <b>45,859.52</b>  | <b>7,739.66</b>  | <b>38,119.86</b>  |            |
| 5                  | 01/23/2024 | 11,464.88         | 1,839.82         | 9,625.06          | 452,255.08 |
| 6                  | 02/23/2024 | 11,464.88         | 1,801.48         | 9,663.40          | 442,591.68 |
| 7                  | 03/23/2024 | 11,464.88         | 1,762.99         | 9,701.89          | 432,889.79 |
| 8                  | 04/23/2024 | 11,464.88         | 1,724.34         | 9,740.54          | 423,149.25 |
| 9                  | 05/23/2024 | 11,464.88         | 1,685.54         | 9,779.34          | 413,369.91 |
| 10                 | 06/23/2024 | 11,464.88         | 1,646.59         | 9,818.29          | 403,551.62 |
| 11                 | 07/23/2024 | 11,464.88         | 1,607.48         | 9,857.40          | 393,694.22 |
| 12                 | 08/23/2024 | 11,464.88         | 1,568.22         | 9,896.66          | 383,797.56 |
| 13                 | 09/23/2024 | 11,464.88         | 1,528.79         | 9,936.09          | 373,861.47 |
| 14                 | 10/23/2024 | 11,464.88         | 1,489.21         | 9,975.67          | 363,885.80 |
| 15                 | 11/23/2024 | 11,464.88         | 1,449.48         | 10,015.40         | 353,870.40 |
| 16                 | 12/23/2024 | 11,464.88         | 1,409.58         | 10,055.30         | 343,815.10 |
| <b>2024 Totals</b> |            | <b>137,578.56</b> | <b>19,513.52</b> | <b>118,065.04</b> |            |
| 17                 | 01/23/2025 | 11,464.88         | 1,369.53         | 10,095.35         | 333,719.75 |
| 18                 | 02/23/2025 | 11,464.88         | 1,329.32         | 10,135.56         | 323,584.19 |
| 19                 | 03/23/2025 | 11,464.88         | 1,288.94         | 10,175.94         | 313,408.25 |
| 20                 | 04/23/2025 | 11,464.88         | 1,248.41         | 10,216.47         | 303,191.78 |
| 21                 | 05/23/2025 | 11,464.88         | 1,207.71         | 10,257.17         | 292,934.61 |
| 22                 | 06/23/2025 | 11,464.88         | 1,166.86         | 10,298.02         | 282,636.59 |

City of Cayce 2023 LP

|                     | Date       | Payment           | Interest         | Principal         | Balance    |
|---------------------|------------|-------------------|------------------|-------------------|------------|
| 23                  | 07/23/2025 | 11,464.88         | 1,125.84         | 10,339.04         | 272,297.55 |
| 24                  | 08/23/2025 | 11,464.88         | 1,084.65         | 10,380.23         | 261,917.32 |
| 25                  | 09/23/2025 | 11,464.88         | 1,043.30         | 10,421.58         | 251,495.74 |
| 26                  | 10/23/2025 | 11,464.88         | 1,001.79         | 10,463.09         | 241,032.65 |
| 27                  | 11/23/2025 | 11,464.88         | 960.11           | 10,504.77         | 230,527.88 |
| 28                  | 12/23/2025 | 11,464.88         | 918.27           | 10,546.61         | 219,981.27 |
| <b>2025 Totals</b>  |            | <b>137,578.56</b> | <b>13,744.73</b> | <b>123,833.83</b> |            |
| 29                  | 01/23/2026 | 11,464.88         | 876.26           | 10,588.62         | 209,392.65 |
| 30                  | 02/23/2026 | 11,464.88         | 834.08           | 10,630.80         | 198,761.85 |
| 31                  | 03/23/2026 | 11,464.88         | 791.73           | 10,673.15         | 188,088.70 |
| 32                  | 04/23/2026 | 11,464.88         | 749.22           | 10,715.66         | 177,373.04 |
| 33                  | 05/23/2026 | 11,464.88         | 706.54           | 10,758.34         | 166,614.70 |
| 34                  | 06/23/2026 | 11,464.88         | 663.68           | 10,801.20         | 155,813.50 |
| 35                  | 07/23/2026 | 11,464.88         | 620.66           | 10,844.22         | 144,969.28 |
| 36                  | 08/23/2026 | 11,464.88         | 577.46           | 10,887.42         | 134,081.86 |
| 37                  | 09/23/2026 | 11,464.88         | 534.09           | 10,930.79         | 123,151.07 |
| 38                  | 10/23/2026 | 11,464.88         | 490.55           | 10,974.33         | 112,176.74 |
| 39                  | 11/23/2026 | 11,464.88         | 446.84           | 11,018.04         | 101,158.70 |
| 40                  | 12/23/2026 | 11,464.88         | 402.95           | 11,061.93         | 90,096.77  |
| <b>2026 Totals</b>  |            | <b>137,578.56</b> | <b>7,694.06</b>  | <b>129,884.50</b> |            |
| 41                  | 01/23/2027 | 11,464.88         | 358.89           | 11,105.99         | 78,990.78  |
| 42                  | 02/23/2027 | 11,464.88         | 314.65           | 11,150.23         | 67,840.55  |
| 43                  | 03/23/2027 | 11,464.88         | 270.23           | 11,194.65         | 56,645.90  |
| 44                  | 04/23/2027 | 11,464.88         | 225.64           | 11,239.24         | 45,406.66  |
| 45                  | 05/23/2027 | 11,464.88         | 180.87           | 11,284.01         | 34,122.65  |
| 46                  | 06/23/2027 | 11,464.88         | 135.92           | 11,328.96         | 22,793.69  |
| 47                  | 07/23/2027 | 11,464.88         | 90.79            | 11,374.09         | 11,419.60  |
| 48                  | 08/23/2027 | 11,465.09         | 45.49            | 11,419.60         | 0.00       |
| <b>2027 Totals</b>  |            | <b>91,719.25</b>  | <b>1,622.48</b>  | <b>90,096.77</b>  |            |
| <b>Grand Totals</b> |            | <b>550,314.45</b> | <b>50,314.45</b> | <b>500,000.00</b> |            |

| <b>ANNUAL PERCENTAGE RATE</b>             | <b>FINANCE CHARGE</b>                       | <b>Amount Financed</b>                                  | <b>Total of Payments</b>   |
|---|---|---|--|
| The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments as scheduled. |
| <b>4.780%</b>                             | <b>\$50,314.45</b>                          | <b>\$500,000.00</b>                                     | <b>\$550,314.45</b>  |

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# Memorandum

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**To:** Mayor and Council

**From:** Tracy Hegler, City Manager

**Date:** September 5, 2023

**Subject:** Agreement with the South Carolina Department of Juvenile Justice for the Detention of Juveniles

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## ISSUE

Council approval is needed for a Resolution approving an Agreement with the South Carolina Department of Juvenile Justice for the detention of juveniles.

## DISCUSSION

In certain circumstances, the Cayce Police Department may be required to hold juveniles for violating State statutes until proper hearings have been scheduled. The only facility in the Midlands that can assist the Police Department with the housing of juveniles is the South Carolina Department of Juvenile Justice (SCDJJ).

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

Council's approval of the Resolution ratifies and meets the new requirement for these types of agreements.

The attached agreement stipulates requirements for both parties, including the enforcement of a State law requiring local governments to pay SCDJJ \$50 per day per juvenile, until the juvenile becomes a ward of the state or is released.

## RECOMMENDATION

Staff recommends Council approve a Resolution approving an Agreement for the Detention of Juveniles with the South Carolina Department of Juvenile Justice and authorize the City Manager to sign the agreement on behalf of the City.

|                         |   |  |
|-------------------------|---|--|
| STATE OF SOUTH CAROLINA | ) | <b>RESOLUTION</b>                        |
|                         | ) | <b>Approving Memorandum of</b>           |
| COUNTY OF LEXINGTON     | ) | <b>Agreement for the Detention of</b>    |
|                         | ) | <b>Juveniles with the South Carolina</b> |
| CITY OF CAYCE           | ) | <b>Department of Juvenile Justice</b>    |

**WHEREAS**, State statutory law requires that the City assume certain expenses and costs of the South Carolina Department of Juvenile Justice ("SCDJJ") in connection with the detention of juveniles charged with criminal offenses occurring within the City; and

**WHEREAS**, SCDJJ further requires the execution by the City of a Memorandum of Agreement concerning the payment by the City of certain expenses and costs,

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

The City Council hereby ratifies or approves the Memorandum of Agreement for the Detention of Juveniles with SCDJJ, dated as of July 1, 2023, as attached. The City Manager is authorized to sign the Memorandum of Agreement on behalf of the City.

**ADOPTED** this \_\_\_\_\_ day of September 2023.

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

**ATTEST:**

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

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

**MEMORANDUM OF AGREEMENT  
FOR THE DETENTION OF JUVENILES**

**THIS AGREEMENT** is made this 1<sup>st</sup> day of July, 2023, by and between the South Carolina Department of Juvenile Justice (SCDJJ), by and through its duly authorized employee, and the governing body of City of Cayce, hereinafter referred to as City of Cayce, by and through its duly authorized official and/or employee;

**WHEREAS**, the South Carolina Constitution and state and federal law, mandate that juveniles who are held in detention be confined in separate and distinct facilities from adults similarly confined; and

**WHEREAS**, City of Cayce does not operate or manage its own detention facility for juveniles, or otherwise have such a facility available to it for the detention of juveniles; and

**WHEREAS**, SCDJJ operates a facility for the detention of juveniles, along with an array of other residential placements for juveniles, who are awaiting their return to another jurisdiction or state, or awaiting their adjudication and/or dispositional hearings in the Family Courts of this State, which have passed all necessary state inspections or approvals, and are suitable for the detention of juveniles; and

**WHEREAS**, the General Assembly has mandated that “the governing body of the law enforcement agency having original jurisdiction (over) where the offense occurred” be responsible for paying a portion of the costs of the detention services for juveniles provided by SCDJJ, who are charged with committing crimes within the governing body’s jurisdictional limits or ordered by the Family Court to be detained;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, it is agreed as follows:

SCDJJ will admit into its Juvenile Detention Center in Columbia, and detain such juveniles in this Center, subject to its design/operational capacity and any limitations set forth in Section 63-19-830(A), those juveniles who are charged with committing offenses within the jurisdictional limits of the above listed entity and who have been/are:

1. qualified to be placed in secure detention (as determined by Section 63-19-820(B)), which the local law enforcement entity wishes to have detained prior to a detention hearing before the Family Court; or
2. ordered to be taken into custody and detained by the Family Court or other lawful authority; or



3. 16 years old or younger who have been waived to the Court of General Sessions to be tried as adults; or
4. 16 years old and charged as an adult with committing a Category A-D felony or any felony offense which provides for a maximum term of imprisonment of fifteen years or more (applicable only to crimes alleged to have occurred prior to 7/1/2019).

Persons 17 years old and older who are charged as adults will not be admitted to SCDJJ's Juvenile Detention Center. Acceptance and retention of detainees in its Juvenile Detention Center will be on a space available basis and will be in accordance with admission and detention criteria established by SCDJJ. In addition, City of Cayce agrees to remove any detainees accepted and detained under criteria 3 and 4 above, on or within one week after that detainee's 17<sup>th</sup> birthday.

City of Cayce agrees to assign an open Purchase Order Number \_\_\_\_\_, to be effective from July 1, 2023 to June 30, 2024.

City of Cayce agrees to comply with Section 63-19-1610 of the South Carolina Code of Laws which provides, "local governments utilizing the juvenile detention services provided by the Department of Juvenile Justice must pay the department a per diem of fifty dollars a day per child." Accordingly, City of Cayce will pay SCDJJ \$50.00 per 24-hour day per child. (Detention periods of between from 1 to 23 hours shall be charged as a ½ day charge of \$25.00). Payments to SCDJJ will be made on a monthly basis as the costs accrue.

SCDJJ agrees to bill City of Cayce on a monthly basis; said bills to be sent on or before the 15<sup>th</sup> day of the month after the month where the costs are incurred, with payment to be made on or before the first (1<sup>st</sup>) day of the following month. If City of Cayce fails to make payment within 30 days of receipt of an invoice for detention services, SCDJJ may take any and all available measures to collect on the outstanding debt.

SCDJJ agrees to periodically provide City of Cayce with a report on City of Cayce's use of the SCDJJ Detention Facility. This report will reflect the status of juveniles being detained for periods greater than 30 days.

Pursuant to South Carolina Code Section 63-19-360, the "local law enforcement agency having jurisdiction where the offense was committed" shall be responsible for transporting all juveniles to and from DJJ's Juvenile Detention Center. However, a local law enforcement entity may enter into agreements with other local law enforcement agencies or other entities for transporting of a juvenile to and from SCDJJ's Juvenile Detention Center, and the fact that a particular local law enforcement agency or entity transports a juvenile to or from SCDJJ shall not be determinative as to which law enforcement agency has jurisdiction over the offense committed or necessarily obligate the governing board of the transporting entity to pay for the cost of that juvenile's detention.

In accordance with state law relating to Juvenile Detention and consistent with the criteria outlined in SCDJJ Policy 408 (Community Detention Screening and Detention Hearing Process), no juvenile shall be placed in and/or transported to a SCDJJ detention facility until law enforcement has notified

SCDJJ and SCDJJ has conducted a detention screening, or until a Family Court Judge has determined that placement in secure detention is appropriate.

City of Cayce shall provide the SCDJJ Juvenile Detention Center with all relevant information pertaining to the juvenile, including medical history/limitations/pre-existing conditions, known psychological and psychiatric problems, charges pending before the court, and completed screening or detention forms if such records or information are in the possession of, or otherwise known to, the transporting law enforcement agency.

SCDJJ's Juvenile Detention Center shall have the right to refuse admission when a juvenile is presented for placement without an appropriate detention order signed by the Court or detention referral papers, completed and signed by a SCDJJ employee or screening agent. SCDJJ's Juvenile Detention Center shall also have the right to refuse admission when a juvenile is deemed inappropriate by the Center for placement due to age, not meeting referral/admissions criteria, indications of alcohol or other drug intoxication, medical condition which requires emergency or immediate medical care or treatment or for any other reason which puts the Center at risk, should such a juvenile be accepted.

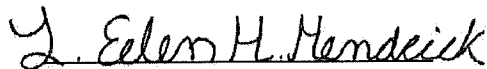
SCDJJ shall not be financially responsible for the cost of medical care provided to a juvenile detained in its juvenile detention center for any injury, illness, condition, or medical need that pre-existed the juvenile's admission to its Detention Center.

Detention services provided by SCDJJ shall commence upon execution of this contract and terminate, unless this contract is reauthorized and renewed, on July 1, 2024. Either party may cancel this agreement upon thirty (30) days' written notice.

**APPROVED:**

\_\_\_\_\_

Administrator/Manager  
(or other Authorized Official)



L. Eden Hendrick, Director  
South Carolina Department of Juvenile Justice

\_\_\_\_\_

Date

July 1, 2023

Date

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# Memorandum

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**To:** Mayor and Council

**From:** Tracy Hegler, City Manager

**Date:** September 5, 2023

**Subject:** Law Enforcement Assistance and Support Agreement with Midlands Technical College

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## ISSUE

Council approval is needed for a Resolution approving a Law Enforcement Assistance and Support Agreement with Midlands Technical College.

## DISCUSSION

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

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

## RECOMMENDATION

Staff recommends Council approve a Resolution approving the Law Enforcement Assistance and Support Agreement with Midlands Technical College and authorize the City Manager to sign the agreement on behalf of the City.

|                         |   |                                  |
|-------------------------|---|----------------------------------|
| STATE OF SOUTH CAROLINA | ) | <b>RESOLUTION</b>                |
|                         | ) | <b>Approving Law Enforcement</b> |
| COUNTY OF LEXINGTON     | ) | <b>Assistance and Support</b>    |
|                         | ) | <b>Agreement with Midlands</b>   |
| CITY OF CAYCE           | ) | <b>Technical College</b>         |

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

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

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

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

The City Council hereby ratifies or approves the City of Cayce and its Police Department entering into a Law Enforcement Assistance and Support Agreement for law enforcement services, in the form attached, with Midlands Technical College. The City Manager and the Chief of Police are authorized to sign this Agreement on behalf of the City.

**ADOPTED** this \_\_\_\_\_ day of September 2023.

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

**ATTEST:**

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

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



However, local ordinances adopted by a responding party's jurisdiction shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of that party.

## 2. REQUEST FOR ASSISTANCE

The responding law enforcement officers may be requested in response to any public safety function across jurisdictional lines, such as multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Assistance provided in this Agreement includes, but is not limited to:

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

## 3. PRIMARY RESPONSIBILITY

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

## 4. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE

- A. Request. A request for assistance shall only be made by **the Chief of Police MIDLANDS TECHNICAL COLLEGE**, or his/her designee, or **the Chief of Cayce Police Department** or his/her designee. This request shall include a description of the situation creating the need for assistance, the specific aid needed, the approximate number of law enforcement officers requested, the location to which law enforcement personnel are to be dispatched, and the officer in charge of such location.
- B. Reply. A reply to any request for assistance shall only be made by **the Chief of Police MIDLANDS TECHNICAL COLLEGE**, or his/her designee, or **the Chief of Cayce Police Department**, or his/her designee.

If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to respond.

- C. Officer in Charge. The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful orders and commands of that officer. The responding law enforcement officer shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The responding law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed.
- D. Release. The responding law enforcement officers shall be released by the officer in charge when their services are no longer required or when they are needed to respond to a situation within the geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers shall use their best efforts to complete the requested service prior to being released.

#### 5. PERSONNEL, COSTS AND RECORDS

Except as otherwise agreed among the parties, each party shall maintain control over its personnel. Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder, and shall keep its own personnel and other usual records as to its assigned officers.

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

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

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

#### 7. COMPENSATION

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

8. INSURANCE

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

9. EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

10. MODIFICATION OR AMENDMENT

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

11. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

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

12. SEVERABILITY

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

13. BINDING SUCCESSORS IN OFFICE

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

14. NO INDEMNIFICATION OR THIRD PARTY RIGHTS

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

15. TERMINATION

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



16. TERM AND RENEWAL

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

17. USE OF EQUIPMENT AND FACILITIES

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

18. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

Midlands Technical College has a responsibility to protect student educational records, per FERPA. To the extent that student educational records are shared with Cayce Police Department in a health and safety emergency, Cayce Police Department agrees to protect the privacy of those student records to the fullest extent possible.

IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

**MIDLANDS TECHNICAL COLLEGE**

\_\_\_\_\_  
**Timothy E. Martin, Chief of Police**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Dr. Ronald L. Rhames, President**

\_\_\_\_\_  
**Witness**

**Cayce Police Department**

\_\_\_\_\_  
**Chief Chris Cowan**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Tracy Heglar, City Manager**

\_\_\_\_\_  
**Witness**

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# Memorandum

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**To:** Mayor and Council

**From:** Tracy Hegler, City Manager

**Date:** September 5, 2023

**Subject:** Right of Entry Agreement with South Carolina Department of Transportation and Acceptance of Just Compensation for the US Highway 21 (Charleston Hwy) Bridge of Congaree Creek Road Improvement Project

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## ISSUE

Council approval is needed to enter into a temporary Right of Entry Agreement with South Carolina Department of Transportation (SCDOT) for an encroachment onto and blocked access to City property, which is required because of the road improvement work taking place along US Highway 21 (Charleston Hwy) at the bridge over Congaree Creek. The agreement does include \$700 of just compensation to the City.

## BACKGROUND

The South Carolina Department of Transportation (SCDOT) is scheduled to repair the bridge on US Highway 21 (Charleston Hwy) over Congaree Creek. The City of Cayce owns the land next to the creek just at the bridge. The property is used as a parking area for public access to the creek. At the present time, the public ingress/egress is situated directly adjacent to the bridge. The work for the SCDOT bridge project makes it necessary for SCDOT and their contractor to gain access to the property for equipment and work. Once the work begins, for the safety of the workers and the public, it will be necessary to prohibit access to the property during the duration of the construction project. SCDOT, as per the agreement, will compensate the City for the temporary encroachment of the property at a value of \$700.

Additionally, as a result of the bridge project, the entrance to the property will be moved after the completion of the project. SCDOT has obtained right-of-way from the neighboring property owners to move the access to the City's property further down Charleston Hwy (i.e. further away from the bridge). This will allow for improved safety entering and exiting the parking area.

Please note, per the agreement, *"The granting of these rights to the Department and its contractors by the Landowner does not in any way constitute a waiver of any other rights of the parties under the Constitution, statutes, or rules and regulations relating to eminent domain and such rights are expressly reserved."*

The agreement, appraisal, and map are attached and have been reviewed by the City's Attorney.

## **RECOMMENDATION**

Staff recommends Council approve the temporary Right of Entry Agreement with South Carolina Department of Transportation (SCDOT) for US Highway 21 (Charleston Hwy) at the bridge over Congaree Creek, including acceptance of \$700 of just compensation to the City, and authorize the City Manager to execute the agreement.

Project ID No.: P029073

County: Lexington

Tract: 11

Project: US 21 (Charleston Hwy) Bridge Over Congaree Creek

### APPRAISAL REPORT

(1) **Tract Location:** e/s US 21, about 1,200' north of I-26  
**Property Owner:** City of Cayce  
**Address:** PO Box 2004, Cayce, SC 29033



**Front View of Subject Property**

**PREPARED FOR:**

**South Carolina** Department of Transportation

(2) Prior to inspection the owner was contacted by certified letter and invited to be present during inspection of this property. The tract was inspected on 08/07/23 and I was accompanied by no one.  
Required by Sec.24.102 (c ) of Uniform Act.  
 Explain: (Why not accompanied, relation of representative, items discussed, etc.)  
 I mailed a certified letter to the ownership representative providing my contact information should there be any questions or concerns about the acquisition or should someone wish to meet with me for an inspection. I received an email from Betsy M. Catchings, Director of

Utilities for City of Cayce.

Ms. Catchings primarily wanted to verify that my letter and the appraisal to be performed are related to the SCDOT bridge project, of which she is aware. I stated in my reply email to her that the letter and appraisal were in reference to the bridge project and copied in the email my sketch of the acquisition as well as some portions of the project plans. Ms. Catchings had no further questions or concerns.

**PREPARED BY:**

|                                  |  |                                      |
|----------------------------------|--|--------------------------------------|
| <b>(3) Inspecting Appraiser:</b> | <b>S. C. Certified General Real Estate Appraiser</b> | <b>Anthony R. (Tony) Martin, MAI</b> |
|                                  |  | <b>CG 1729</b>                       |
|                                  |  |                                      |
| <b>Firm Name:</b>                |  | <b>A.R. Martin Company</b>           |

**APPRAISAL DETAILS AND REQUIREMENTS**

|                                       |   |
|---------------------------------------|---|
| <b>(4) PROPERTY RIGHTS APPRAISED:</b> | Fee Simple  |
| <b>(5) PURPOSE OF THE APPRAISAL:</b>  | To estimate the difference in the market value of this property caused by the acquisition of the right of way for the proposed construction of this project, exclusive of cost and/or damages to remainder.   |
| <b>(6) INTENDED USE:</b>              | To assist South Carolina Department of Transportation in negotiations with the property owner concerning an eminent domain acquisition.   |
| <b>DEFINITION OF MARKET VALUE:</b>    | Market value is defined as "The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.<br><br>SOURCE: The Appraisal Institute, The Dictionary of Real Estate Appraisal, 4th Edition |
| <b>(7) INTENDED USER:</b>             | South Carolina Department of Transportation, its consultants, its Legal Department and Associate Legal Counsel.   |
| <b>(8) EXPOSURE TIME:</b>             | Based on my research in the area and discussions with local market professionals, exposure time is estimated at 6-18 months.  |

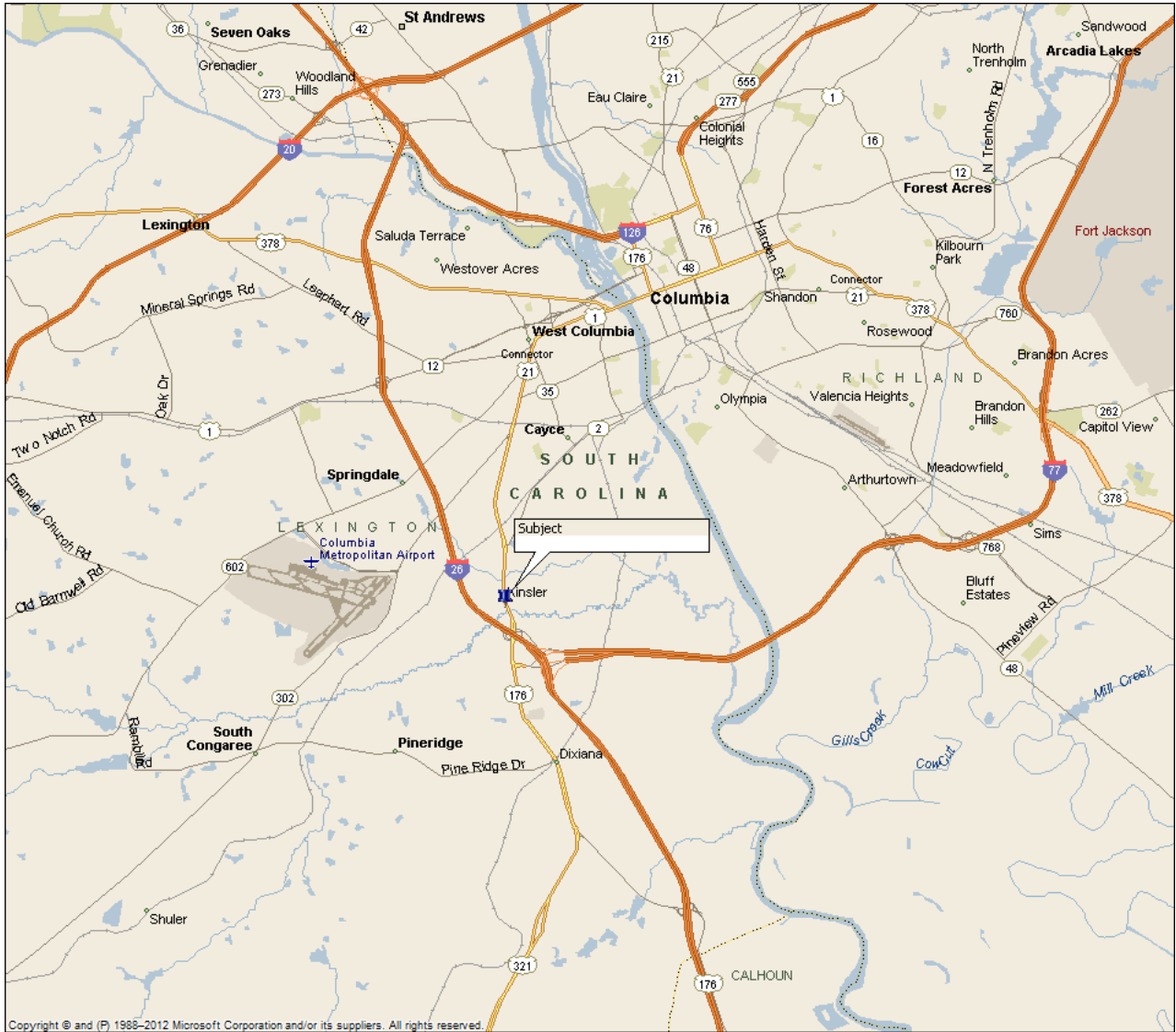
| <b>(9) FIVE-YEAR SALE HISTORY:</b> |                       |                |
|------------------------------------|-----------------------|----------------|
| Date                               | Sale Price            | Deed Reference |
| 12/06/99                           | \$5.00 quitclaim deed | 5809 / 101     |
|                                    |                       |                |
|                                    |                       |                |
| <b>Comments:</b>                   |                       |                |

|             |                                       |  |
|-------------|---------------------------------------|--|
| <b>(10)</b> | <b>CURRENT LISTING:</b><br>None known | <b>PENDING CONTRACT:</b><br>None known |
|-------------|---------------------------------------|--|

|                                   |       |              |       |
|-----------------------------------|-------|--------------|-------|
| <b>(11) ASSESSMENT AND TAXES:</b> |       |              |       |
| Tax Parcel ID #: 006897-01-004    |       |              |       |
| Tax Year: 2022                    |       |              |       |
| Land Value:                       | \$500 | Imp. Value:  | \$0   |
|                                   |       | Total Value: | \$500 |
| Real Estate Taxes: not taxed      |       |              |       |

|   |  |
|---|--|
| <b>(12) CURRENT ZONING ANALYSIS:</b>      |  |
| <b>District:</b> C-4 - Highway Commercial | <b>Current Conformity:</b> Legal Conforming  |
| <b>Zoning Authority:</b> City of Cayce    |  |
| <b><u>Minimum Requirements</u></b>        |  |
| <b>Front Setback:</b>                     | 25'  |
| <b>Side Setback:</b>                      | 5'   |
| <b>Rear Setback:</b>                      | 20'  |
| <b>Min. Lot Size:</b>                     | None   |
| <b>Min. Road Frontage:</b>                | None   |
| <b>Open Space Or FAR:</b>                 | n/a  |
| <b>Parking Spaces Req.</b>                | depends on approved use  |
| <b>Zoning Description:</b>                | C-4 Highway Commercial District: The intent of this district is to accommodate commercial development catering to the needs of the traveling public, and highway dependent commercial and business uses. |

### SUBJECT LOCATION MAP



### SUBJECT PHOTOGRAPHS

Address/Location: e/s US 21, about 1,200' north of I-26

Photos Taken By: Anthony R. (Tony) Martin, MAI

Date of Photos: 08/07/23

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A: View of subject from Charleston Hwy



B: View along Charleston Hwy



C: View along Charleston Hwy

D:

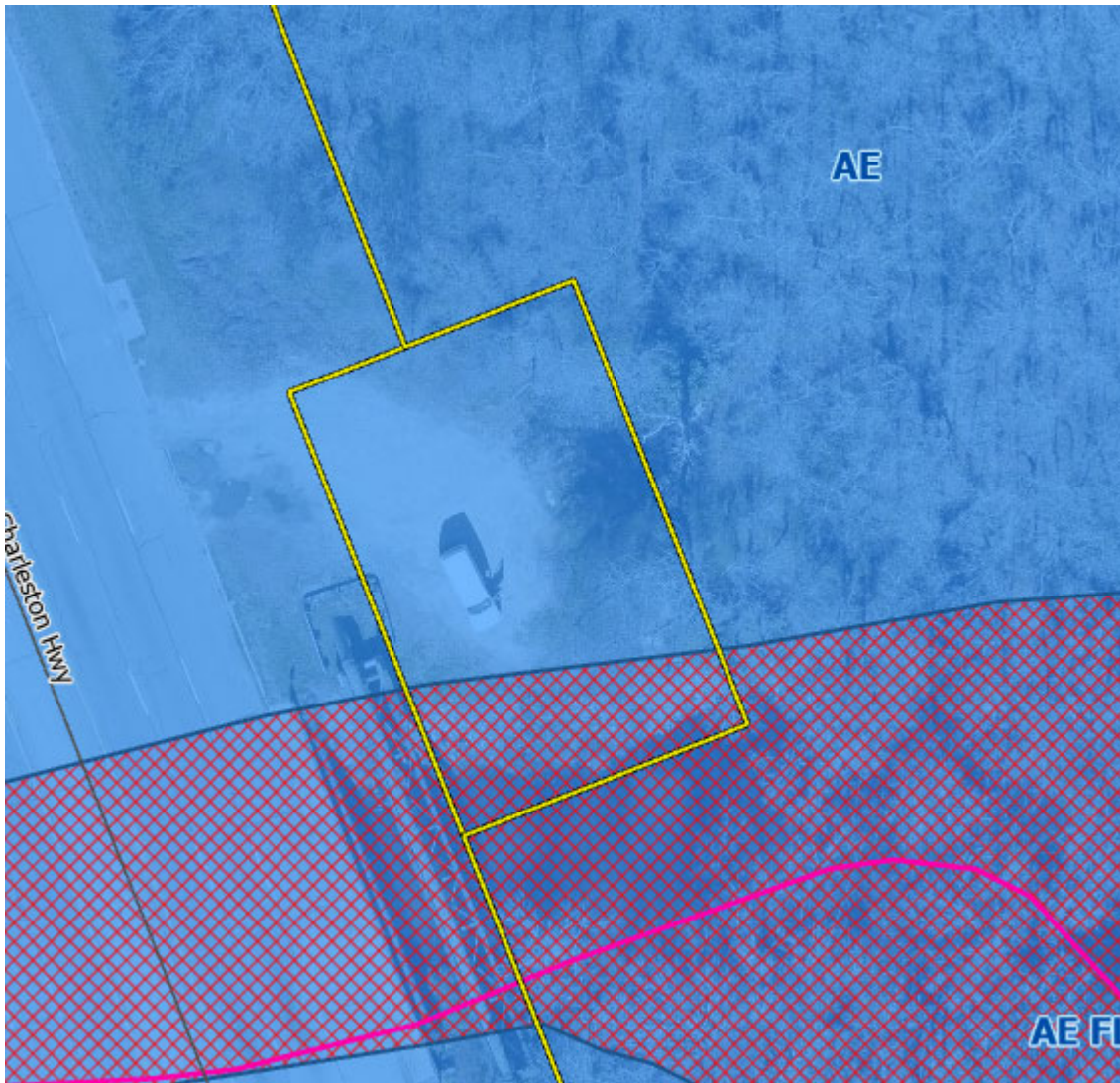


### TAX MAP OF PARCEL

Tax Parcel Number: 006897-01-004



### FLOOD ZONE AND FLOODWAY AT PARCEL

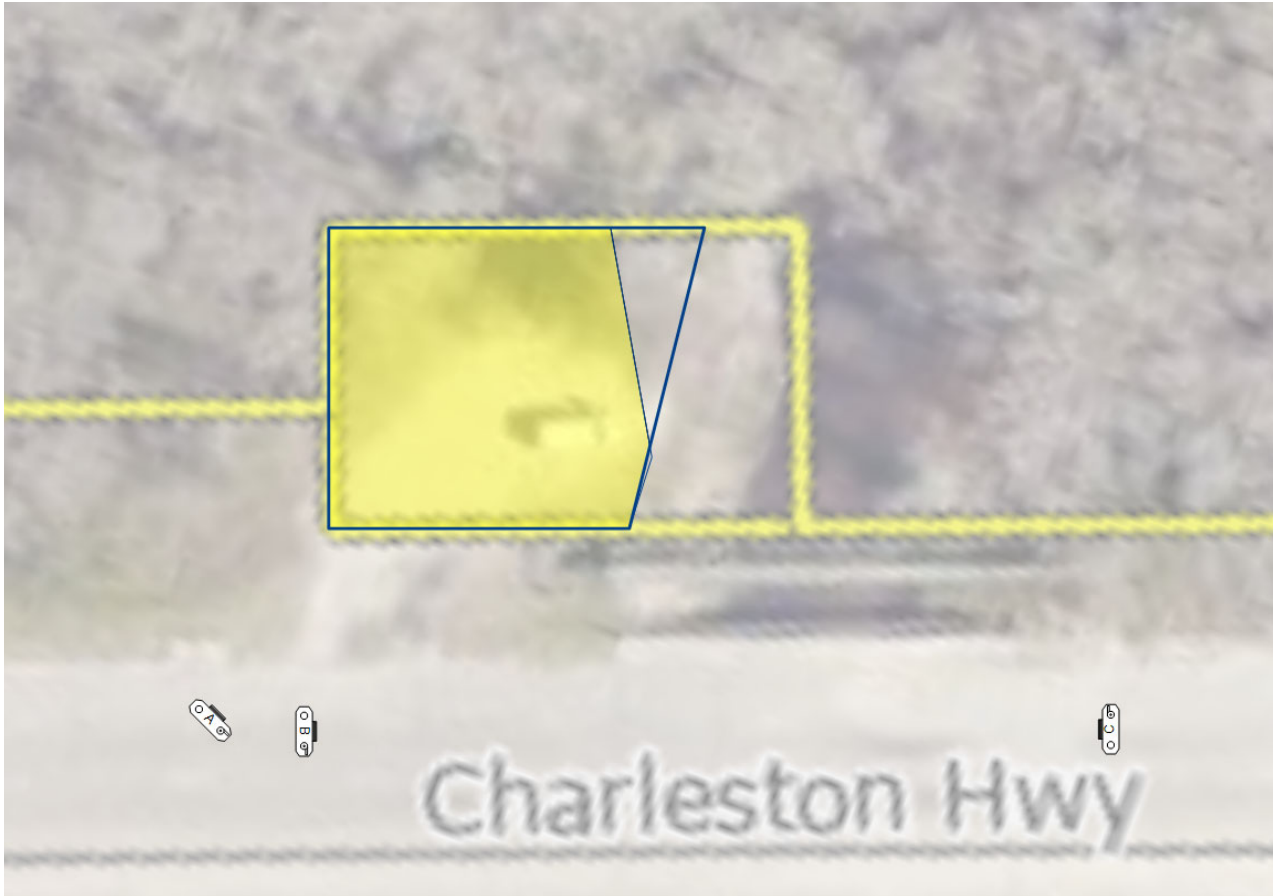


### WETLANDS AT PARCEL



### SKETCH OF ACQUISITION

- Present right of way is property line adjacent to road, temporary right of way is shaded yellow



|           |       |     |       |    |            |          |
|-----------|-------|-----|-------|----|------------|----------|
| Before:   | 0.21  | Ac. | 9,148 | SF |            |          |
| Acquired: | 0.000 | Ac. | 0     | SF | Temp. R/W: | 5,961 SF |
| After:    | 0.210 | Ac. | 9,148 | SF |            |          |

**(13) Scope of Work:**

The scope of work is a written set of expectations that form an agreement or understanding of the appraisal assignment between the appraiser and SCDOT as to the specific requirements of the appraisal.

The scope of work generally encompasses the following: (except where deviating from the norm is agreed upon with SCDOT (the client) and/or the appraiser; or in the case of instruction from the client as to the desired type of value requested or extent of the written report).

The amount and type of information researched and the analysis applied in an assignment as required by the Uniform Act and SCDOT Appraisal Manual. Scope of work includes, but is not limited to, the following:

The degree to which the property is inspected or identified; The extent of research into physical or economic factors that could affect the property; The extent of data research; and the type and extent of analysis applied to arrive at opinions or conclusions.

Specific Scope of Work:

Project Influence: The appraiser has disregarded any decrease or increase in the market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner. 49 CFR 24.103 (b).

**A. Inspection of the subject**

This phase of the appraisal involves a physical inspection of the subject property, as specified by the SCDOT Appraisal Manual and Uniform Act. The subject was inspected on 08/07/23.

**B. Extent of research**

This involves the collection of data on national, state, regional and local trends, and an identification and analysis of the social, economic, environmental and governmental forces affecting the market value of the subject property. SCDOT provided plans and ownership information.

**C. Extent of data research**

Data research involves the inspection of the subject property, the neighborhood and collecting and analyzing data from the market area that affects the value of the subject property. I have performed research of the sales comparables similar to the subject and confirmation of those sales comparables in the past five years. An extensive search of similar properties in Lexington County was undertaken. I also talked with real estate agents and appraisers familiar with area.

**D. Type and extent of analysis applied to arrive at opinion or conclusion**

This phase of the appraisal process involves analyzing all of the previously gathered data and determining the Highest and Best uses of the subject properties within the framework of the supply and demand, legal uses of the subject properties, and possible physical uses of the subject properties as if vacant, or as improved.

The South Carolina Department of Transportation requires that the Sales Comparison Approach be demonstrated for all improved properties unless unusual circumstances preclude its development or the improvements are determined to be unaffected by the acquisition. The Cost Approach shall be considered when the impacted improvements are less than ten years old, a special-use property, or when sufficient comparable sale or lease information is not available. The SCDOT requires application of the Income Approach on all investment and income-producing properties where existing improvements might be impacted by the project.

The conclusions have been reported in a SCDOT Standard format in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP), Uniform Act and SCDOT Appraisal Manual.

**The SCDOT Right of Way plans identify the subject (before size) as Tract 11 containing 0.21 acres or 9,148 square feet of land.**

Adequate data was available to complete the analysis. The before value is subject to the extraordinary assumption that the new right of way does not exist and will not exist. The after value is subject to a hypothetical condition recognizing the value of the subject as if new right of way already existed.

- Collected information about the subject and the surrounding market and confirmed that information with various sources.
- Attempted contact with the landowner to discuss the project and their concerns regarding the acquisition. In this analysis, City of Cayce was/were contacted by certified letter.
- Identified the appraisal problem as: determine the fee simple market value of the acquisition from the subject property.
- Determined the larger parcel and the highest and best use of the subject site.
- Physically inspected the subject and the surrounding neighborhood.
- Determined that valuing the building improvements on site (if any), was not necessary to determine the type of value requested by the client and therefore only the land value was analyzed. Any contributing value of site improvements affected by the acquisition has been considered.
- Made a study of the current market trends. This is an ongoing process and includes discussions with other real estate professionals, reading various news sources and using fee-based sources for demographic and market information. These paid sources include Appraisal Institute data, STDB online data, CoStar data and Corelogic data (Realquest).
- Collected and confirmed market information needed to consider the pertinent approaches to value.
- Within this written report, I have summarized the pertinent market data and performed the sales comparison approach to determine the market value of the fee simple interest of the subject land before the acquisition.

**(14) Description of Property Before and After the Acquisition:**

Utilities: Electricity: yes, Gas: not known, Well: n/a, Public Water: yes, Septic Tank: n/a, Public Sewer: yes, Other: n/a

| <u>DESCRIPTION</u>             | <u>BEFORE</u>                                       | <u>AFTER</u>                         |
|--------------------------------|---|--------------------------------------|
| <b>Present Use:</b>            | unimproved, mostly cleared<br>parcel                | unimproved, mostly cleared<br>parcel |
| <b>Land Size: Acre / SF:</b>   | 0.21 acre / 9,148 SF                                | 0.210 acre / 9,148 SF                |
| <b>Acquisition: Acre / SF:</b> | 0.000 acre / 0 SF Fee Simple<br>Temp. R/W: 5,961 SF |                                      |

| <u>DESCRIPTION</u>              | <u>BEFORE</u>  | <u>AFTER</u>             |
|---------------------------------|--|--------------------------|
| <b>Zoning:</b>                  | C-4 - Highway Commercial   | C-4 - Highway Commercial |
| <b>Zoning Conformity:</b>       | Legal Conforming   | Legal Conforming         |
| <b>Corner Influence:</b>        | No Corner  | No Corner                |
| <b>Primary Frontage (Feet):</b> | 80'+-  | 80'+-                    |
| <b>Other Frontage (Feet):</b>   | n/a  | n/a                      |
| <b>Visibility:</b>              | Typical  | Typical                  |
| <b>Ingress/Egress</b>           |  |                          |
| <b>Primary Road:</b>            | Full Access  | Full Access              |
| <b>Secondary Road(s):</b>       | N/A  | N/A                      |
| <b>Grade at Road Level:</b>     | At Grade   | At Grade                 |
| <b>Shape:</b>                   | Regular  | Regular                  |
| <b>Topography:</b>              | level  | level                    |
| <b>Additional Comments:</b>     | The subject property is very small and almost entirely encumbered by wetlands. |                          |

**(15) Highest and Best Use Before and After the Acquisition:**

The subject is zoned C-4 - Highway Commercial by City of Cayce. The subject is zoned for commercial use however the subject is bordered by a creek and a portion of the subject is within area designated as Floodway, which is not a developable area as it is an area of moving water during a flood. Additionally, all but a small sliver of the subject is indicated to be wetlands, which in most jurisdictions is a non-developable area. In addition to the

floodway and wetlands, all of the subject is within flood zone.

Due to the small size of the subject, the wetlands and floodway, the subject tract is not indicated to be developable. Lexington County obviously recognizes that the subject cannot be developed as the subject is only valued by the County at \$500. The lack of development potential of the subject and the wetlands reduce the potential use of the subject to assemblage with an adjacent parcel or possibly it could be used for roadside sales. I have reconciled the highest and best use of the land before and after the acquisition to be: assemblage, roadside sales.

| <b>As Vacant Conclusions</b> |                            |
|------------------------------|----------------------------|
| Use:                         | assemblage, roadside sales |
| Timing:                      | Now                        |
| User:                        | Owner user                 |

#### **(16) Description of the Area Acquired:**

The acquisition can be described as follows:

acquisition is a temporary right of way that covers almost the entirety of the subject parcel except for a small triangular area in the southern portion of the parcel

The area acquired: 0.000 acre(s) or 0 SF Fee Simple; 5,961 SF TRW

Site Improvements: none noted

Landscaping: none noted

Moving Items: none noted

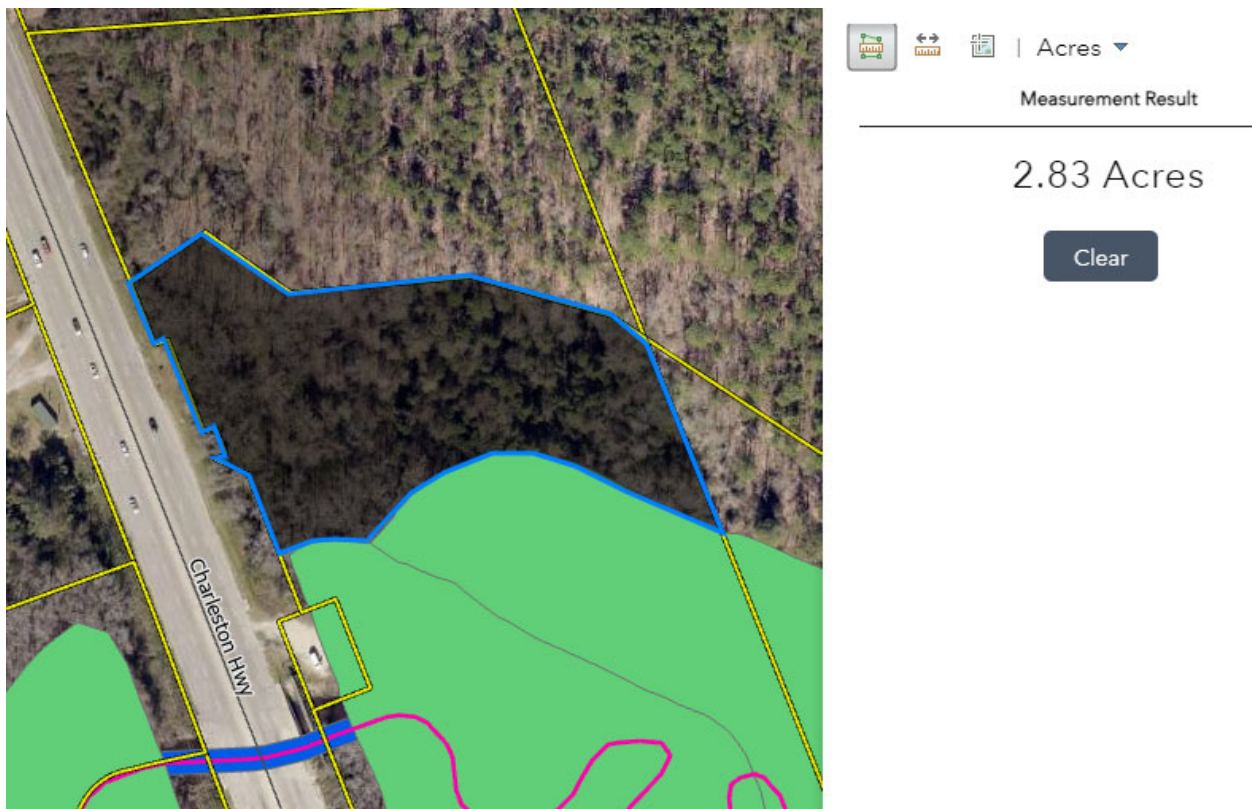
Other: n/a



**(17) Valuation Analysis:**

The subject is a non-developable parcel with a highest and best use of assemblage. Such parcels, often referred to as remnants or assemblage parcels, are often valued using an “across the fence” method. This method values an adjacent parcel or nearby parcel with which the remnant parcel can be assembled. Because an assemblage parcel typically has no value to any buyer except an adjacent or nearby landowner, the pool of buyers is limited and therefore the impact on value is significant. Given this, after the adjacent parcel is valued and a unit value is reconciled, a downward adjustment is typically applied to the unit value to reflect the assemblage highest and best use of the subject parcel.

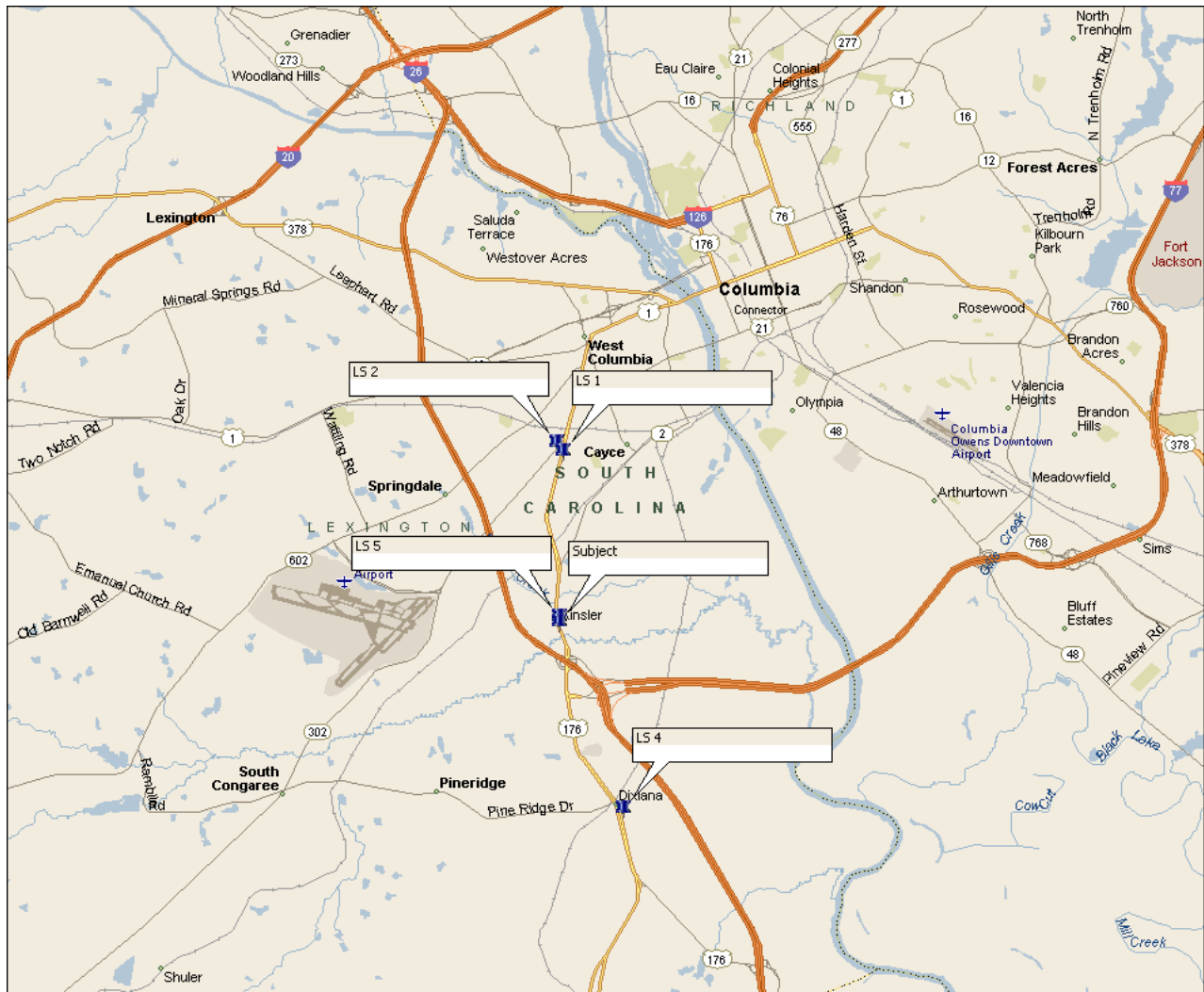
In this analysis, the subject is surrounded by a larger parcel that is also encumbered by wetland and flood zone. However, as noted below, a portion of this surrounding parcel is outside wetland and has development potential and therefore value to the market. This developable area is the land area that will be valued in the “across the fence” analysis. Shown below is the estimated size of the developable area of the parcel that surrounds the subject.



### Land Sales Table

| LAND SALES SUMMARY |                                      |        |           |           |          |            |             |                      |           |        |
|--------------------|--------------------------------------|--------|-----------|-----------|----------|------------|-------------|----------------------|-----------|--------|
| #                  | Location                             | Zoning | Sale Date | Size(Ac.) | Size(SF) | Sale Price | Imps.       | Effective Sale Price | \$/Acre   | \$/SF  |
| 1                  | 1707 Charleston Hwy, West Columbia   | C2     | 11/25/19  | 1.700     | 74,052   | \$250,000  | \$ -        | \$250,000            | \$147,059 | \$3.38 |
| 2                  | 1626 Airport Blvd, West Columbia     | C2     | 01/09/23  | 1.060     | 46,174   | \$180,000  | \$ (40,000) | \$140,000            | \$132,075 | \$3.03 |
| 4                  | Charleston Hwy / Dixiana Rd, W. Cola | ID     | 11/22/21  | 4.720     | 205,603  | \$320,000  | \$ -        | \$320,000            | \$67,797  | \$1.56 |
| 5-listing          | 2546 Charleston Hwy, West Columbia   | ID     | for sale  | 1.890     | 82,328   | \$200,000  | \$ -        | \$200,000            | \$105,820 | \$2.43 |

### Land Sales Map



**A: Land Valuation- Sales Comparison Approach**

| <b>LAND SALES GRID</b>               |      |   |  |  |   |
|--------------------------------------|------|---|--|--|---|
| <b>Subject</b>                       |      | <b>1</b>                                    | <b>2</b>   | <b>4</b>   | <b>5-listing</b>                            |
| <b>Location</b>                      |      | 1707<br>Charleston<br>Hwy, West<br>11/25/19 | 1626 Airport<br>Blvd, West<br>Columbia<br>01/09/23 | Charleston<br>Hwy / Dixiana<br>Rd, W. Cola<br>11/22/21 | 2546<br>Charleston<br>Hwy, West<br>for sale |
| <b>Sale Date</b>                     |      |   |  |  |   |
| <b>Zoning</b>                        |      | C-4 - Highway Comm                          | C2   | ID   | ID  |
| <b>Sale Price</b>                    |      | \$250,000                                   | \$140,000  | \$320,000  | \$200,000                                   |
| <b>Size</b>                          | Acre | 2.830                                       | 1.700  | 1.060  | 4.720                                       |
| <b>Price Per</b>                     | Acre | \$147,059                                   | \$132,075  | \$67,797   | \$105,820                                   |
| <b>Property Rights</b>               |      | -   | -  | -  | -   |
| Adj. Price                           |      | \$250,000                                   | \$140,000  | \$320,000  | \$200,000                                   |
| <b>Financing</b>                     |      | -   | -  | -  | -   |
| Adj. Price                           |      | \$250,000                                   | \$140,000  | \$320,000  | \$200,000                                   |
| <b>Conditions of Sale</b>            |      | -   | -  | -  | (20,000)                                    |
| Adj. Price                           |      | \$250,000                                   | \$140,000  | \$320,000  | \$180,000                                   |
| <b>Expenditures After Purchase</b>   |      | -   | -  | -  | -   |
| Adj. Price                           |      | \$250,000                                   | \$140,000  | \$320,000  | \$180,000                                   |
| <b>Market Conditions (months)</b>    |      | 45  | 7  | 21   | 0   |
| <b>Annual % Change</b>               |      | 4.00%                                       | 15.01%   | 2.33%  | 6.92%                                       |
| <b>Market Conditions \$</b>          |      | \$37,528                                    | \$3,267  | \$22,151   | \$0   |
| Adj. Price                           |      | \$287,528                                   | \$143,267  | \$342,151  | \$180,000                                   |
| Price Per: Acre                      |      | \$169,134                                   | \$135,157  | \$72,490   | \$95,238                                    |
| <b>ADJUSTMENTS FOR FEATURES</b>      |      |   |  |  |   |
| <b>Location</b>                      |      |   |  |  |   |
| Dollar Adj.                          |      | (50,740.20)                                 | (33,789.31)  | 7,248.96   | -   |
| Percentage Adj.                      |      | -30.00%                                     | -25.00%  | 10.00%   | 0.00%                                       |
| <b>Size</b>                          |      |   |  |  |   |
| Acre                                 |      | 2.830                                       | 1.700  | 1.060  | 4.720                                       |
| Dollar Adj.                          |      | (33,826.80)                                 | (27,031.45)  | -  | (19,047.62)                                 |
| Percentage Adj.                      |      | -20.00%                                     | -20.00%  | 0.00%  | -20.00%                                     |
| <b>Topo / Shape / Access / Frntg</b> |      |   |  |  |   |
| Dollar Adj.                          |      | -   | -  | -  | -   |
| Percentage Adj.                      |      | 0.00%                                       | 0.00%  | 0.00%  | 0.00%                                       |
| <b>Utilities</b>                     |      |   |  |  |   |
| Dollar Adj.                          |      | -   | -  | -  | -   |
| Percentage Adj.                      |      | 0.00%                                       | 0.00%  | 0.00%  | 0.00%                                       |
| <b>Other</b>                         |      |   |  |  |   |
| Dollar Adj.                          |      | -   | -  | -  | -   |
| Percentage Adj.                      |      | 0.00%                                       | 0.00%  | 0.00%  | 0.00%                                       |
| <b>NET ADJ. TOTAL</b>                |      | (84,566.99)                                 | (60,820.75)  | 7,248.96   | (19,047.62)                                 |
| <b>Net Adj. %</b>                    |      | -50.00%                                     | -45.00%  | 10.00%   | -20.00%                                     |
| <b>ADJ. PRICE</b>                    |      |   |  |  |   |
| Acre                                 |      | \$84,567                                    | \$74,336   | \$79,739   | \$76,190                                    |
| SF                                   |      | \$1.94                                      | \$1.71   | \$1.83   | \$1.75                                      |
| <b>GROSS ADJ.</b>                    |      |   |  |  |   |
| Gross Adj. %                         |      | 84,566.99                                   | 60,820.75  | 7,248.96   | 19,047.62                                   |
|                                      |      | 50.0%                                       | 45.0%  | 10.0%  | 20.0%                                       |

-10%

DOV  
08/07/23

## **Explanation and Support of Adjustments:**

### **Analysis and Adjustment of Sales**

The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of the two. Quantitative adjustments are often developed as dollar or percentage amounts and are most credible when there is sufficient data to perform a paired sales or statistical analysis. Qualitative adjustments are developed through relative comparisons (e.g., superior, inferior, etc.) and are often a realistic way to reflect the thought process of market participants when only limited data is available.

Adjustments are based on my rating of each comparable sale in relation to the subject. If the comparable is rated superior to the subject, the sale price is adjusted downward to reflect the subject's relative inferiority; if the comparable is rated inferior, its price is adjusted upward. Adjustments were considered under the elements of comparison discussed below.

### **Real Property Rights Conveyed**

This adjustment is generally applied to reflect the transfer of property rights different from those being appraised, such as differences between properties owned in fee simple and in leased fee.

In this analysis, no adjustments were required.

### **Financing Terms**

This adjustment is generally applied to a property that transfers with atypical financing, such as having assumed an existing mortgage at a favorable interest rate. Conversely, a property may be encumbered with an above-market mortgage which has no prepayment clause or a very costly prepayment clause. Such atypical financing often plays a role in the negotiated sale price.

In this analysis, no adjustments were required.

### **Conditions of Sale**

This adjustment category reflects extraordinary motivations of the buyer or the seller to complete the sale. Examples include a purchase for assemblage involving anticipated incremental value or a quick sale for cash. This adjustment category may also reflect a distress-related sale or a corporation recording at non-market price.

In this analysis, comp 5 is a current listing. A downward adjustment is applied to reflect a reasonable negotiated sale price.

### **Expenditures Immediately After Purchase**

This adjustment is appropriate in situations where the sale price has been influenced by expenditures that the buyer intended to make immediately after purchase. Examples include buyer-paid sales commissions, buyer-paid back taxes, and costs to demolish obsolete structures to clear a site for redevelopment.

In this analysis, no adjustments were required.

The previous adjustments, if required, have been applied sequentially in the order discussed.

### **Time - Market Conditions**

Real estate values normally change over time. The rate of this change fluctuates due to investors' perceptions of prevailing market conditions. This adjustment category reflects market differences occurring between the effective date of the appraisal and the sales date of a comparable, when values have appreciated or depreciated.

In this analysis, research indicates a market conditions adjustment equal to recent rates of inflation is reasonable in this analysis and an upward adjustment of 4.00% per year is applied.

The Time - Market Conditions adjustments were applied after the previous adjustments but before any of the following adjustments.

### **Location**

Location has a great impact on property values. This adjustment category considers general market area influences as well as a property's visibility from a main thoroughfare.

In this analysis, comp 5 is the current listing of a parcel on US 21 near the parcel being valued. A comparison of the sale price per unit of comps 1 and 2 to that of the asking price of comp 5, indicates a downward adjustment for location is required for comps 1 and 2. There is somewhat less intense development in the area around comp 4 relative to the parcel being valued; comp 4 is given an upward adjustment for slightly inferior location.

### **Size**

Historically, smaller parcels sell for more per unit than larger parcels with all other factors being equal.

In this analysis, the comps were adjusted for size difference relative to the parcel being valued.

### **Topography, Shape, Access, Frontage**

The following categories will be totaled into a single line item adjustment.

#### **Topography**

A site's topography is an important factor in development cost. Poor topography can increase development cost and result in a lower value for the site due to the increased costs for development.

In this analysis, no adjustments are required.

#### **Shape**

A site's shape can affect the value per unit of the property. An unusual shape may reduce the overall development potential of a site as a portion of the site may not be suitable for development and add little to the overall value of the site.

In this analysis, no adjustments are required.

#### **Access**

Access can have a great effect on the highest and best use of a property. Access can determine the difference between a convenience/impulse location and a destination location. The most common adjustment for access reflects the difference between a corner and an interior site.

In this analysis, no adjustments are required.

#### **Frontage**

This adjustment category is added to reflect large differences in road frontage. Depending on the highest and best use of a property, road frontage can be an important factor in value as it affects a property's exposure, development costs and the ability to sell out-parcels. Some of the adjustment for frontage is typically considered in the overall location adjustment and an adjustment is not usually required here unless there is an extreme difference between the amount of frontage for the subject and sale.

In this analysis, no adjustments are required.

**Utilities**

The availability of water and sewer increases the development potential for a site. Public water availability is an important factor when considering the development potential of sites, especially commercial or industrial sites in rural areas. In addition, lack of either public water or sewer requires a portion of the site be devoted to well or septic and therefore reduces the amount of the site that can be developed with building or parking improvements.

In this analysis, no adjustments are required.

**Other**

This adjustment category is added to consider any difference between the subject and the comps which could not be appropriately reflected in the other adjustment categories.

In this analysis, no adjustments are required.

**Reconciliation of Value**

The adjusted values of the comps reflected a range of values as shown below.

|            | <u>1</u> | <u>2</u> | <u>4</u> | <u>5-listing</u> |
|------------|----------|----------|----------|------------------|
| Acre       | \$84,567 | \$74,336 | \$79,739 | \$76,190         |
| SF         | \$1.94   | \$1.71   | \$1.83   | \$1.75           |
| Gross Adj. | 50.0%    | 45.0%    | 10.0%    | 20.0%            |

| <b>CONCLUSIONS</b>   |             |           |
|----------------------|-------------|-----------|
| <b>Market Range:</b> | <b>Acre</b> | <b>SF</b> |
| Maximum              | \$84,567    | \$1.94    |
| Minimum              | \$74,336    | \$1.71    |
| Average              | \$78,708    | \$1.81    |
| Median               | \$77,965    | \$1.79    |

The comps as a group give a good indication into the potential value range of the adjacent parcel being valued. I have reconciled the value of the adjacent parcel near the mean and median value of the range at \$78,500 per acre. Now that the adjacent parcel has been valued, an adjustment must be applied for the assemblage factor.

Assemblage parcels have little or no utility as a stand-alone parcel and unless the assemblage parcel creates a greater unit value for the parcel with which it is being assembled, a significant discount is required to entice an adjacent owner to purchase an assemblage parcel. Data within my files indicates a 75% downward adjustment to the unit value of the functional parcel is a reasonable discount. Given that the subject has a portion of its land not encumbered by wetlands and can be used for a use like roadside sales, as well as potential for assemblage with the adjacent parcel, the 75% discount is indicated to be reasonable. A -75% adjustment is applied and the value of the subject is reconciled as follows:

|                         |          |      |
|-------------------------|----------|------|
| <u>Assemblage Value</u> |          |      |
| Adjacent Parcel \$/Acre | \$78,500 | Acre |
| Assemblage \$/Acre      | \$19,625 | 25%  |
| Assemblage \$/SF        | \$0.451  | SF   |

The value of the subject is reconciled at \$19,625 per acre. This reflects a value of \$0.451 per SF.



**B: Valuation of Improvements in Area Acquired****Description of Site Improvements:**

The acquisition affects the following site improvements and landscaping items:

|                    |            |
|--------------------|------------|
| Site Improvements: | none noted |
| Landscaping:       | none noted |
| Moving Items:      | none noted |
| Other:             | n/a        |

**Explanation and Support of Value Estimate:**

The unit value of the subject land will be multiplied by the amount of land being acquired to determine the acquisition value of the land acquired. The total value of the acquisition for this analysis is reflected by the value of land acquired plus any contributing value of site improvements acquired, plus any damages or cost to cure to the remainder.

Site Improvements / Landscaping

|                                |     |
|--------------------------------|-----|
| Site Improvements Cont. Value: | \$0 |
| Landscaping Cont. Value:       | \$0 |
| Total Cont. Value:             | \$0 |

Cost to Cure / Damages

|               |             |
|---------------|-------------|
| Cost to Cure: | None found. |
| Damages:      | None found. |
| Other:        | n/a         |

Temporary Right of Way:

Temporary right of way is being acquired. The value of the temporary right of way is based on a reasonable rental rate for the land area encumbered by the temporary right of way. As rental comps of the size and shape of the temporary right of way are not available, the unit value of the land is used to estimate a reasonable rental rate. A 3-year rental is used for the temporary right of way.

Project: US 21 (Charleston Hwy) Bridge Over Congaree Creek

Temporary Right of Way

|                             |  |
|-----------------------------|--|
| 5,961 SF                    |  |
| <u>\$0.451 / SF</u>         |  |
| \$2,686                     |  |
| <u>8.00% Cap Rate</u>       |  |
| \$215 Effective Annual Rent |  |
| <u>3 Years</u>              |  |
| \$645 Total for TR/W        |  |

Before and After Values:

The before and after values are compared to reflect the value of the acquisition.

**MARKET VALUE OF LAND - BEFORE**

|            |                |   |            |                |
|------------|----------------|---|------------|----------------|
| 9,148 SF x | \$0.451 per SF | = | \$4,121    |                |
| Other      |                |   | <u>\$0</u> |                |
|            |                |   | \$4,121    |                |
| Rounded:   |                |   |            | <b>\$4,200</b> |

**MARKET VALUE OF LAND - AFTER**

|               |                       |   |                |                |
|---------------|-----------------------|---|----------------|----------------|
| 9,148 SF x    | \$0.451 per SF        | = | \$4,121        |                |
| <u>0 SF x</u> | \$0.451 per SF        | = | <u>\$0</u>     |                |
| 9,148 SF      | Total                 |   | \$4,121        |                |
| Less:         | Site Imps.            |   | \$0            |                |
|               | Temp. R/W             |   | \$645          |                |
|               | Cost to Cure/ Damages |   | <u>\$0</u>     |                |
|               |                       |   | \$645          |                |
|               |                       |   | <u>(\$645)</u> |                |
|               |                       |   | \$3,477        |                |
| Rounded:      |                       |   |                | <b>\$3,500</b> |

**Acquisition Value: \$700**

Project ID No.: P029073

County: Lexington

Tract: 11

Project: US 21 (Charleston Hwy) Bridge Over Congaree Creek

### ALLOCATION OF VALUE

18 Estimated Value of the Acquisition:

Land Acquired: 0 SF x \$0.451 per SF = \$0

|  |                |
|--|----------------|
| Value of Land Acquired:                  | \$0            |
| Contributing Value of Site Improvements: | \$0            |
| Contributing Value of Landscaping:       | \$0            |
| Temporary Right of Way: 5,961 SF         | \$645          |
| Total:                                   | \$645          |
|  | rounded: \$700 |

Therefore it is the appraiser's opinion that the fair market value of the acquisition is: **\$700.00**  
as of: **August 7, 2023** .

Date of signature: **August 7, 2023**

Anthony R. Martin, MAI  
SC Certified General Real Estate Appraiser  
#1729

## GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

**General Assumptions** - This appraisal has been completed and the appraisal report prepared with the following **general assumptions**:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. The titles to the property are assumed to be good and marketable unless otherwise stated. Any plats, maps, or photographs in this appraisal are used merely to help the reader visualize the property and its surroundings and are not certified to be accurate.
2. Any liens or encumbrances (except for any lease encumbrance that might be referred to in the appraisal) which may exist have been disregarded, and the property has been appraised as though no delinquency in the payment of general taxes or special assessment exists and as though free of indebtedness.
3. It is assumed that the utilization of the land and improvements are within the boundaries of the lines of the property described and that there is no encroachment or trespass unless noted in the report. No survey of the subject property was made or caused to be made by us, and no responsibility is assumed for the occurrence of such matters.
4. A visual inspection of the subject site was made and all engineering is assumed to be correct. The plot plan and illustrative materials in this report are included only to assist the reader in visualizing the property and to show the reader the relationship of its boundaries. The appraiser is not a construction engineer and is not responsible for structural or cosmetic inadequacies associated with any of the improvements unless otherwise noted in the report.
5. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them. The soil for the area under appraisal appears to be firm and solid, unless otherwise stated. Subsidence in the area is unknown or uncommon, and the appraiser(s) does not warrant against this condition or occurrence.
6. Subsurface rights (minerals and oil) were not considered in this appraisal unless otherwise stated. In addition, no potential timber value was considered.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report. Unless otherwise stated in this report, the appraiser did not observe the existence of hazardous materials or gases, which may or may not be present on the property. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such

substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there are no such materials on or in the property, which would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconforming use has been stated, defined, and considered in the appraisal report.
9. It is assumed that all required licenses, certifications of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. This appraisal assumes water and sewer services will always be provided for the subject.
11. Responsible ownership and competent property management are assumed.
12. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I (we) have not made a specific compliance survey and an analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact on the value of the property. Since I (we) have no direct evidence relating to this issue, I (we) did not consider non-compliance with the requirements of ADA in estimating the value of the property.
13. There is currently a good deal of discussion regarding the potential hazards of Electro-Magnetic Fields and the possible health risk of being located near high voltage transmission lines. I (we) have not made a specific compliance survey and analysis of this property to determine whether or not there are potentially hazardous effects from EMF's. It is possible that a compliance survey of the property together with a detailed analysis could reveal that there is EMF levels, which are above a safe level. If so, this fact could have a negative impact on the value of the subject property. Since I (we) have no direct evidence relating to this issue, I (we) did not consider EMF levels in estimating the value for the property.

**General Limiting Conditions** – This appraisal has been completed and the appraisal report has been prepared with the following **general limiting conditions**.

1. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used. The value estimates provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the value estimate, unless such proration or division or interests has been set forth in this report.
2. Neither possession of this appraisal or copy thereof carries with it the right to publication, nor may it be used for any purpose by anyone but the applicant without previous consent of the appraiser(s).
3. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor part of the contents of this report (especially as to value, the identity of the appraiser, or the firm with which the appraiser is associated) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
5. Information, estimates, and opinions contained in this report are obtained from sources considered reliable, however the appraiser assumes no liability for such sources.
6. The information supplied to the appraiser is considered to be accurate. The information supplied by the client has been accepted without further verification as correctly reflecting the property's current condition unless otherwise noted.
7. The various estimates of value presented in this report apply to this appraisal only and may not be used out of the context presented herein. This appraisal is valid only for the appraisal date or dates specified herein and only for the appraisal purpose specified herein.

## CERTIFICATE OF APPRAISER

I Hereby certify:

That I have personally inspected the subject property herein and that the subject property and the comparable sales relied upon in making this appraisal are as represented in this report and the comparable data brochure which supplements this appraisal.

That to the best of my knowledge and belief the statements contained in the appraisal herein set forth are true, and information upon which the opinions expressed therein are based is correct: subject to the limiting conditions therein set forth.

That I understand that such appraisal may be used in connection with acquisition of right of way for a highway to be constructed by South Carolina Department of Transportation with possible assistance of Federal-aid highway funds, or other Federal Funds.

That such appraisal has been made in conformity with the appropriate State and Federal laws regulations, policies and procedures applicable to that appraisal of right of way for such purposes; and that to the best of my knowledge, no portion of the value assigned to such property consists of items, which are non-compensable under the established law of South Carolina.

That neither my employment nor my compensation for preparing this appraisal report is in any way contingent upon the values reported herein.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

I have performed no other services (unless stated having done so in this report), as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of South Carolina Department of Transportation and I will not do so until so authorized by South Carolina Department of Transportation or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That the owner or his designated representative was given the opportunity to accompany me during my inspection of the property.


That any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is being acquired, or by

the likelihood that the property would be acquired for such improvement, other than that due to the physical deterioration within the reasonable control of the owner, has been disregarded in determining the compensation for the property.

That my opinion of the fair market value of the acquisition as of **August 7, 2023** is **\$700.00** based upon my independent appraisal and the exercise of my professional judgment.

As of the date of this report, I have completed the requirements for continuing education as set forth by the Uniform Standards of Professional Appraisal Practice.

Date of signature: **August 7, 2023**



Anthony R. Martin, MAI  
SC Certified General Real Estate Appraiser  
#1729



### Certified Mail Receipt

9589 0710 5270 0447 9465 93

|  |                                    |
|--|------------------------------------|
| <b>U.S. Postal Service™</b><br><b>CERTIFIED MAIL® RECEIPT</b><br><i>Domestic Mail Only</i>       |                                    |
| For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> ®. |                                    |
| Coyce, SC 29033<br><span style="font-size: 2em; opacity: 0.5;">OFFICIAL USE</span>               |                                    |
| Certified Mail Fee \$4.35<br>\$  | 0072<br>18                         |
| Extra Services & Fees (check box, add fee as appropriate)  | Postmark<br>Here<br><br>07/20/2023 |
| <input type="checkbox"/> Return Receipt (hardcopy) \$ <del>\$0.00</del>                          |                                    |
| <input type="checkbox"/> Return Receipt (electronic) \$ <del>\$0.00</del>                        |                                    |
| <input type="checkbox"/> Certified Mail Restricted Delivery \$ <del>\$0.00</del>                 |                                    |
| <input type="checkbox"/> Adult Signature Required \$ <del>\$0.00</del>                           |                                    |
| <input type="checkbox"/> Adult Signature Restricted Delivery \$ <del>\$0.00</del>                |                                    |
| Postage \$0.66<br>\$   |                                    |
| <b>Total Postage and Fees</b><br>\$5.01<br>\$  |                                    |
| Sent To <span style="float: right;">U521</span>  |                                    |
| Street and Apt. No., or PO Box No. <span style="float: right;">//</span>                         |                                    |
| City, State, ZIP+4®  |                                    |
| PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions                     |                                    |

# Agent Sheet

SCDOT R/W Form 809 (03-2017)

## RIGHT OF WAY AGENT'S WORKSHEET

Road/Route: US 21 (Charleston Hwy) over Congaree Creek Project ID No: 29073  
 County: Lexington R/W Agent: Adrienne Sanders  
 Plan Sheet(s): 4A, 7 Tract: 11P  
 Property Address (Physical): Charleston Highway

### OWNER'S AND ADDRESSES

Name & Mailing Address: The City of Cayce PO Box 2004 Cayce SC 29033  
 Phone: Day \_\_\_\_\_ Evening \_\_\_\_\_ Cell \_\_\_\_\_

### MORTGAGES AND ADDRESSES

Name & Address: NA  
 Recorded: Book \_\_\_\_\_ Page \_\_\_\_\_ Date \_\_\_\_\_ Amount \_\_\_\_\_  
 Lessees  Liens  Judgements  Property Taxes  
 Name(s)/Addresses: NA

### OWNERSHIP

Before: \_\_\_\_\_ Dimensions: NO Discrepancy  
 Acquisition: 0.14 ac / 5,961 sq ft. (Temp R/W)  
 After: \_\_\_\_\_  
 Tax Map No(s): 006897-01-004 Plat Information: Book 135G Page 13

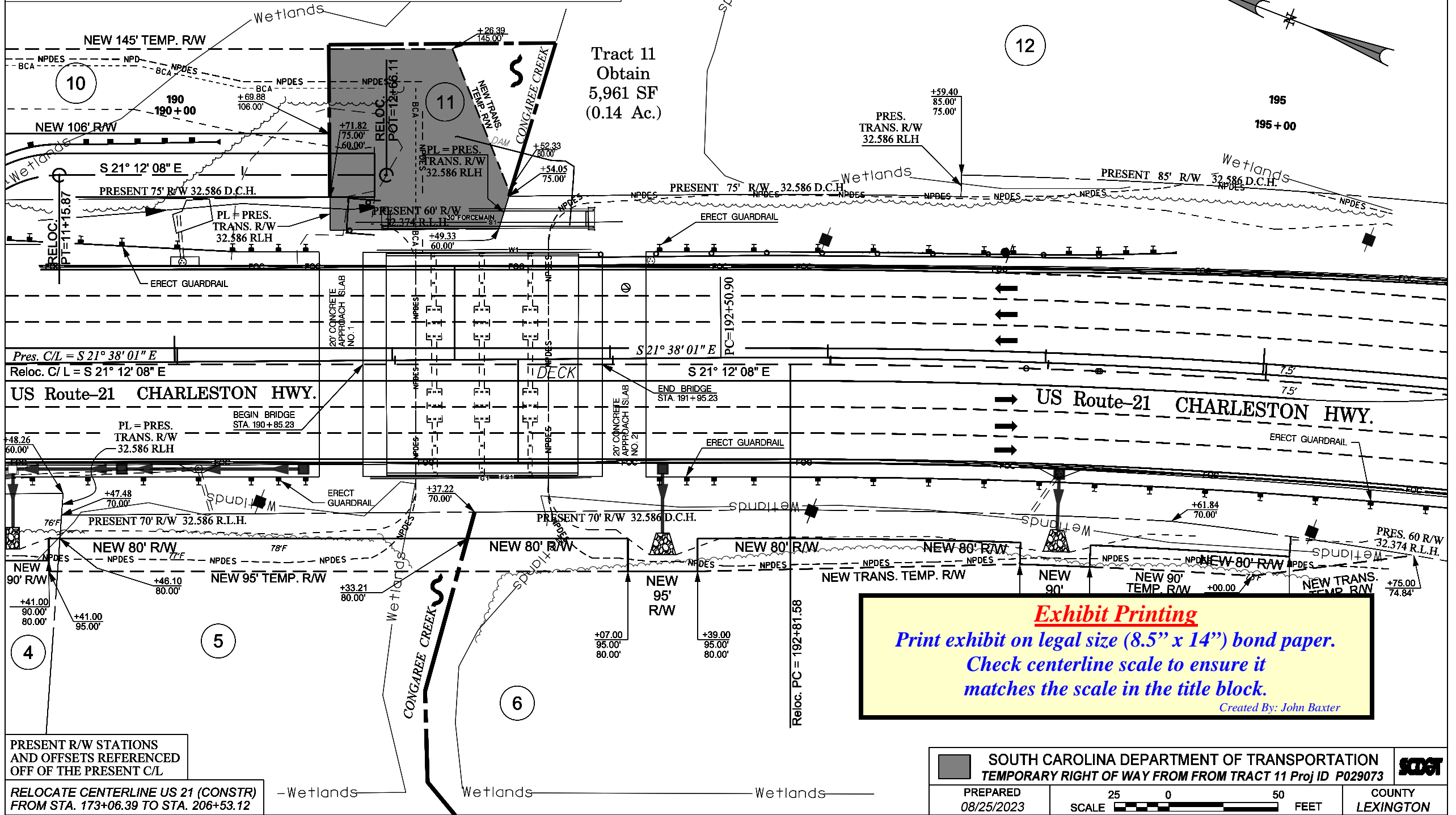
### TITLE ABSTRACT

| From                          | To  | Date   | Amount                   | Book    | Page |
|-------------------------------|---|--|--------------------------|---------|------|
| Mariana Taylor Manning        | The City of Cayce   | D: 12-6-1999<br>R: 6-1-2000                  | \$5.00<br>Quitclaim Deed | 5809    | 101  |
| Mariana Taylor Manning        | The City of Cayce   | D: 12-6-1999<br>R: 12-21-99                  | \$5.00<br>Quitclaim Deed | 5580    | 246  |
| Eliza Taylor Shockley         | The City of Cayce   | D: 12-13-1999<br>R: 12-21-99                 | \$5.00<br>Quitclaim Deed | 5580    | 244  |
| Edmund Rhett Taylor           | The City of Cayce   | D: 12-1-1999<br>R: 12-21-1999                | \$5.00<br>Quitclaim Deed | 5580    | 248  |
| Ellen E. Taylor               | Eliza T Shockley<br>Mariana T. Manning<br>Edmund R Taylore                                    | D: 12-24-1966<br>R: 12-30-1966               | \$1.00 (NL&A)            | 15P     | 283  |
| The Estate of George C Taylor | Ellen E Taylor<br>Eliza Taylor Shockley<br>Mrs. Mariana Taylor Manning<br>Edmund Rhett Taylor | D: 23-24-1962<br>F: 12-28-1962<br>C: unknown | Testate                  | Box 776 | 12   |
| Alex R Taylor                 | George C Taylor   | D: 8-4-1923<br>R: 5-30-1925                  | \$5.00                   | 4C      | 59   |

# EXHIBIT "A"

THIS EXHIBIT IS A GRAPHIC REPRESENTATION OF THE "AREA OF ACQUISITION" AND IS IN DIRECT REFERENCE TO ENGINEERING PLANS, A COPY OF WHICH CAN BE OBTAINED FROM SCDOT HEADQUARTERS, 955 PARK STREET, COLUMBIA, SC 29201. ADDITIONALLY, UPON COMPLETION OF CONSTRUCTION, A RECORDABLE RIGHT OF WAY PLAT SHALL BE SUBMITTED TO THE REGISTER OF DEEDS IN COMPLIANCE WITH SCDOT STANDARD DRAWING 809-105-00.

ITEM IV. A.



Tract 11  
Obtain  
5,961 SF  
(0.14 Ac.)

12

195  
195 + 00

Pres. C/L = S 21° 38' 01" E  
Reloc. C/L = S 21° 12' 08" E

US Route-21 CHARLESTON HWY.

US Route-21 CHARLESTON HWY.

PRESENT R/W STATIONS  
AND OFFSETS REFERENCED  
OFF OF THE PRESENT C/L

RELOCATE CENTERLINE US 21 (CONSTR)  
FROM STA. 173+06.39 TO STA. 206+53.12

**Exhibit Printing**  
Print exhibit on legal size (8.5" x 14") bond paper.  
Check centerline scale to ensure it  
matches the scale in the title block.  
Created By: John Baxter

|  |                          |                     |
|--|--------------------------|---------------------|
| SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION<br>TEMPORARY RIGHT OF WAY FROM FROM TRACT 11 Proj ID P029073 |                          |                     |
| PREPARED<br>08/25/2023   | SCALE<br>25 0 50<br>FEET | COUNTY<br>LEXINGTON |

Page 3 of 3 pages

THE STATE OF SOUTH CAROLINA )

)

RIGHT OF ENTRY AGREEMENT

COUNTY OF LEXINGTON )

Road/Route US Route 21 (Charleston Hwy)

Project ID No. P029073

Tract 11

THIS AGREEMENT entered into this \_\_\_ day of \_\_\_, 20\_\_\_, by and between The City of Cayce, Post Office Box 2004, Cayce, South Carolina 29033, hereinafter referred to as the “the Landowner”, and South Carolina Department of Transportation, hereinafter referred to as “the Department”.

In consideration of mutual promises and covenants each running to the other, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The Landowner hereby grants to the Department and its contractors the temporary right to enter the Landowner’s property containing approximately 0.14 acre/5,961 square feet and labeled as New Temp. R/W on Exhibit A attached hereto (the “Temp ROW Area”) to build the above referenced highway project. It further grants to utility companies and their contractors the right to relocate utilities as necessary for the project, but only within the limits of the Temporary ROW Area. This right of entry will expire on the earlier of (a) recordation of the temporary right of document from Landowner to the Department for the Temporary ROW Area or (b) October 1, 2024

2. At such time as the temporary right of way for the above referenced project is acquired, the Department agrees to pay just compensation.

3. The parties agree that for purposes of establishing just compensation, the date of this agreement shall be the date of taking for valuation purposes.

4. The granting of these rights to the Department and its contractors by the Landowner does not in any way constitute a waiver of any other rights of the parties under the Constitution, statutes, or rules and regulations relating to eminent domain and such rights are expressly reserved, except for the condition expressed in paragraph 3 above.

**The City of Cayce**

\_\_\_\_\_  
Landowner (L.S.)

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title:

---

**South Carolina Department of Transportation**

\_\_\_\_\_  
Regional Right of Way Administrator

\_\_\_\_\_  
Michael W. Barbee, P.E.  
Director of Rights of Way

\_\_\_\_\_, 20\_\_\_\_

**CITY OF CAYCE  
EVENTS COMMITTEE MEETING MINUTES  
July 13, 2023**

Present: Johnathon Moore, Alexis Moore, Meghan Lightle, Byron Thomas, Danny Creamer, Maxine Creamer, Dwede Dennis, Dave Capps, Evony Reed, Carrie Ridgeway, Alyssa Daniel

City Representatives: Amanda Rowan, Mendy Corder, James Denny

Chairperson Moore called the meeting to order. Ms. Reed led the invocation and Mr. Moore led the group in the Pledge of Allegiance.

Review of June 8, 2023, Minutes:

Ms. Moore made a motion to approve the June 8, 2023, minutes. Ms. Reed seconded, and the motion passed unanimously.

New Members: Alyssa Daniel and Carrie Ridgeway were welcomed as new members of the Events Committee.

Old Business:

Cayce Cool Down:

Ms. Corder stated that the Accommodations and Hospitality Taxes had not gone before Council yet, and marketing for the event should have already started. For those reasons it was recommended that the event be held the next year, after school ends. The committee agreed and the event will be revisited in the following year.

Fall Fest:

Ms. Rowan stated that all three bands, Willie Wells, The Accused, and Mystic Vibrations, had been confirmed. A new DJ would be needed as the previous DJ was no longer in business. Sound production would be needed as well. Mr. Creamer offered to reach out to Bruce Crouch and Mr. Moore and Ms. Daniel offered to reach out to DJs they know personally. Mr. Moore reiterated to the Committee that the committee member's attendance at this event would be necessary for its success. Mr. Moore and Ms. Creamer volunteered to work the kid's area. Ms. Reed and Ms. Lightle volunteered to take zip codes and work the welcome tent. Mr. Thomas volunteered to assist with the hayrides. Mr. Capps and Mr. Creamer will work with music. Mr. Capps and Ms. Dennis will work with vendors. Ms. Rowan stated that all vendors must arrive by 10:00 am for set up.

New Business:

Mr. Cathcart has moved to Richland County, opening the Vice Chair position on the Events Committee. Ms. Reed nominated Ms. Dennis to the Vice Chair position. Mr. Capps seconded. Ms. Dennis accepted the nomination, which was approved unanimously.

Ms. Rowan stated that the Fall Plant Exchange would be taking place on September 16, 2023. In past years another committee assisted with the event, but recently it had become a City event. Ms. Rowan asked if the Event Committee would like to assist and make it an Event Committee sponsored event. Committee members would assist with setting up plants, and helping people get plants to the table. Ms. Moore made a motion to have the Events Committee join the Plant Exchange. Ms. Lightle seconded. The motion passed unanimously.

Ms. Daniel offered to create and host a website for the Events Committee. Ms. Corder stated that any way to market the group that is new and interesting was always welcomed.

With no other business, Ms. Lightle made a motion to adjourn the meeting. Ms. Moore seconded. The motion passed unanimously, and the meeting was adjourned.

Respectfully submitted by  
Maxine Creamer

**The next Events Committee meeting is August 10, 2023 at 5:30PM**

**Cayce Historical Museum Commission  
July 5, 2023, Meeting Minutes**

The July 5, 2023, meeting of the Cayce Historical Museum Commission (CHMC) was held in the Cayce Visitors Center. The meeting was convened at 4:05 by Chair, James Stewart. The following individuals attended the meeting:

| <b>Name</b>      | <b>Status</b>                   |
|------------------|---------------------------------|
| Archie Moore     | Commissioner                    |
| Mary Sharpe      | Commissioner                    |
| James Stewart    | Commissioner (Chair)            |
| A.G. Dantzler    | Commissioner                    |
| Charlita Earle   | Commissioner                    |
| Pamela Sulton    | Commissioner (Vice Chair)       |
| Garrett Creasman | Commissioner                    |
| David Brinkman   | Commissioner                    |
| Marcy Hayden     | Commissioner                    |
| Andy Thomas      | Cayce Museum Curator            |
| Mike Conley      | Assistant City Manager (absent) |
| Jeff Wilkinson   | Volunteer                       |
| Elizabeth        | Staff                           |

**Upcoming Events:**

9/20 SC Federation of Museums Reception 5pm-6:30pm  
Christmas in Cayce Events (Dec 2)

**Invocation:** Commissioner Dantzler

**Action Items:**

Strategic Planning  
Christmas In Cayce Event Planning

**June Meeting Minutes:**



The Commission reviewed the previous meeting minutes. Commissioner Moore requested that under the May minutes that under new business that he and Commissioner Sulton be attributed to the comment regarding the museum budget and that it was in regard to being included in the 12,000-year History Park planning. Commissioner Sulton motioned that the meeting minutes be accepted with amendment and Commissioner Moore seconded the motion, and the minutes were approved.

### **Museum Staff Report:**

#### New Information:

- Mr. Thomas announced that Elizabeth Lumsden is now a full-time employee with the CHM as a Museum Associate focusing on school groups, social media and other duties.
- The Museum needs repairs to wheelchair ramps and awnings. Mr. Thomas is seeking quotes on these items and roof repairs for the Public Safety exhibit. An electrician has been hired to do some work in the building. The firetruck needs repairs to the brakes and radiator. It will need to be moved out of the building for the roof and other repairs, so the plan is to get it fixed then with city maintenance.

#### Updates:

The Sweet as Honey event did not have as many folks attend (approximately seven people) but there were several factors including the scheduled speaker had a death in the family and very hot weather.

The African American exhibit continues to move forward. The display case glass was repaired. and purchasing a display case. The donated gas tank was almost completely restored for the exhibit but was delayed due to illness. Cliff Spring turned over the interviews to Commissioner Brinkman to complete digitization. Mr. Thomas also stated that he would like to have an opening reception for the exhibit.

Plans to host the SC Federation of Museums reception at the Cayce Museum on Sept. 20th, 2023 from 5pm-6:30pm are moving forward. Mr. Thomas will continue to update the Commissioners as the event gets closer.

#### New Acquisitions:

- No new acquisitions.

### **Ongoing Business:**

### **Committee Reports:**

- The Christmas in Cayce Committee had its first meeting and Vice Chair Sulton presented their report. The Committee has decided that this years' event will be more of a "European-Style Christmas Market" with five-six vendor stalls created by the Commissioners selling items such as food, crafts, etc. approved by the Commission. The lantern tours will be fully scripted and scheduled. The scripts will cover the Saxe Gotha era until more modern times. Additionally and building off of last years' event, maps and informational brochures will be provided to attendees and they will be asked to fill out a quick survey at the end of the event. Volunteers will be needed to

help create the stall fronts, set up and work events/tours. The Committee will meet again on July 24th at 5-6pm. The following Commissioners volunteered to work on stalls: Chair Stewart, Commissioner Moore, Commissioner Creasman, Commissioner Hayden and her husband, Will Hayden.

- The Committee for Strategic Planning provided three strategic planning consultant proposals to the Commissioners before the meeting. Proposals from Resource Development Associates, Hanbury Preservation Consultants and Stopgap Solutions were reviewed by the Commissioners. After reviewing the proposals, the Commissioners chose Stopgap Solutions by majority vote. Chair Stewart forwarded the recommendation to the city.
- The Old State Road National Historic Register Committee reported that the project for Old State Road is moving forward with Genesis and Commissioner Moore conducting a drone flyover in the next few days.

**New Business:**

- No new business.

Having no further business, Commissioner Dantzler motioned for the meeting to adjourn. The motion was seconded by Vice Chair Sulton and the meeting was adjourned at **5:03PM**.

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**COUNCIL ACTION REQUIRED**

**PUBLIC SAFETY FOUNDATION – TWO (2) POSITIONS**

Ms. Pamme Eades' term on the Foundation expires in September. She has served on the Foundation since 2014 and is currently the President of the Foundation. She would like to serve again. Her reappointment application is attached for Council's review. The Public Safety Foundation has one (1) open position and the City has received a potential member application from Mr. John Sloan Jr. His application is attached for Council's review.

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

Mr. Frank Dedmon's term on the Board expired in June and he communicated that he would like to serve again. His reappointment application is attached for Council's review.

**NO COUNCIL ACTION REQUIRED**

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

**ACCOMMODATIONS TAX COMMITTEE – TWO (2) POSITIONS**

The Accommodations Tax Committee advises Council on the expenditure of local accommodations tax funds for the purpose of promoting tourism, the arts and cultural affairs in the community. Members are selected from the hospitality and lodging industries, as well as from the community at large. The Committee currently has two (2) open positions that must be filled by someone who works at a Cayce restaurant.

**BEAUTIFICATION FOUNDATION – TWO (2) POSITIONS**

The Beautification Foundation is a 501 C (3) that plans, funds and implements projects to enhance the quality of life for the citizens of Cayce.

**CAYCE MUNICIPAL ELECTION COMMISSION – TWO (2) POSITIONS**

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

**PUBLIC SAFETY FOUNDATION – ONE (1) POSITION**

The Public Safety Foundation is a 501 C (3) that raises funds to provide equipment and supplies to the Cayce Police and Fire Departments which are not available through other means.

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

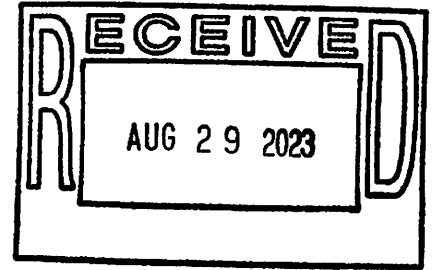
Meets as needed. Reviews citizen appeals to ensure building codes, property maintenance codes and fire codes are properly interpreted and implemented fairly. Members who serve on this Board must be either an Engineer, Contractor, Architect or Design Professional.

**APPOINTMENT PROCESS**

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

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

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



CITY OF CAYCE  
PUBLIC SAFETY FOUNDATION  
REAPPOINTMENT APPLICATION

Name: Pamme L Eads

Home Address: Poplar St City, State, Zip Cayce SC 29033

Telephone: \_\_\_\_\_ E-Mail Address .. \_\_\_\_\_

Cell Phone: 803

Resident of Cayce:  Yes  No Number of Years 15

Business Located in Cayce:  Yes  No Number of Years \_\_\_\_\_

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: South State Bank Position Digital Response Team Lead

Address: work from home

City, State, Zip Columbia SC Telephone: 803 704 6442

Fax: \_\_\_\_\_ E-Mail pamme.eads@southstatebank.com

Work Experience: Corporate Trainer / Disclosure specialist / Digital Team Lead

Educational Background: BA in Journalism MA in Art History

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

Treasurer - Cayce Avenues Neighborhood Association

Volunteer Work: Women's Club of Cayce - President

Program Chair - General Federation of Woman's Clubs SC

Hobbies: reading, basket making

Return to:  
Mendy Corder, Municipal Clerk  
City of Cayce, P.O. Box 2004, Cayce, SC 29171-2004  
Telephone: 803-796-9020 • Fax: 803-796-9072



# CITY OF CAYCE PUBLIC SAFETY FOUNDATION APPOINTMENT APPLICATION

Name: John W. Sloan Jr.

Home Address: Stonehinge Drive, Cayce, SC, 29033

Telephone: 803-                      E-Mail Address

Cell Phone: 803

Resident of Cayce:                       Yes     No    Number of Years 30 Years

Business Located in Cayce:     Yes     No    Number of Years

**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: Piedmont Technical College Position: Director of Criminal Justice & Pre-Police Academy Training Certification

Address: 620 Emerald Rd., Greenwood SC 29646 Telephone: 8008685528

Fax:  E-Mail sloan.j@ptc.edu

Work Experience: Please see Resume'

\_\_\_\_\_

Educational Background:

\_\_\_\_\_

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

\_\_\_\_\_

Volunteer Work:

\_\_\_\_\_

Hobbies:

\_\_\_\_\_

Return to:  
Mendy Corder, Municipal Clerk  
City of Cayce, P.O. Box 2004, Cayce, SC 29171-2004  
Telephone: 803-796-9020 • Fax: 803-796-9072

# JOHN W. SLOAN JR., MSCJ, ABD

Cayce, SC | (803)

## TRANSFORMATIONAL LEADER- PROBLEM SOLVING PROFESSIONAL

DIRECTOR OF CJ & POLICE INTEL • COMMUNITY MOBILIZER • Director of POLICE INTEL • SARA Community Policing

### Areas of Expertise

Ph.D. Candidate • Practitioner • Director of Criminal Justice Program & Pre-Police Academy Training Certification • Government Liaison • Intel Center/ CID Supervisor • Police Instructor • Grants Manager • Community Mobilization • Community Policing • Problem Oriented Policing • Team Leadership • Professor • Child Forensic Interviewer • Lead Juvenile Investigator • Juvenile Instructor • USMC • Veteran • Emergency Management/Security Forces Specialist • Chairman • Procurement • Training Official • Strategic Planning and Management Leader • Writer Researcher • Online Course Review Committee • Curriculum Committee • Merit Raise Committee • Non-Profit Organization Leader

- Candidate is an agent for change, experienced, transformational law enforcement and academic leader who has a track record in juvenile delinquency, problem solving, and strives to build bridges between law enforcement and academia and bring about police reform. Possesses extensive experience in Police Intelligence, delinquency prevention, instruction, investigation, and prosecution. Proven track record of success in community mobilization, community policing and problem-oriented policing.

### EDUCATION

Ph.D. Candidate, Human Service, (Criminal Justice) *Capella Univ.* Minn., MN, GPA 3.813

- *Dissertation: U.S. Mayors, City Managers, & Police Chiefs' Converge to Reform the Police Profession*

MS, Criminology, Univ. of Alabama, (12/99) GPA 3.7

- *Policy & Practice Paper: Boot Camps: Should We or Shouldn't We?*

MS, Emergency Management, School of Public Service Leadership *Capella Univ.* Minn. MN (5/2024)

- *Emergency Management (6 classes to complete MS - pending enrollment)*

BS, Criminal Justice, *Benedict College*, Cola, SC (5/95) GPA 3.2

- *Minor - (Political Science) Magna Cum Laude • Dean's List • Mr. Continuing Education Award*

### ACADEMIC EXPERIENCE

- Chair and Director to provide vision, leadership, and management for Associate in CJ & Pre-Police Academy Training (PPAT) Certification. Develop and maintain curriculum, scheduling, and hiring. Designed online CJ program; improved hybrid, ground, and WEX instructional modalities; established CJ Student Advisory Aboard; Chair the CJ Advisory Board; Online Course Review, Curriculum, and Merit Raise Committees. Established annual Professional Development Day with law enforcement agencies, practitioners, Ambassadors, and students. Established FEMA Certification; uniforms for CJ students; and developed surveys among staff & students. Finally, adopted Zoom, Webex, HonorLock, and texting for course instruction; and developed 3 Certificate Programs.
- 08.2013–Present, Director of Criminal Justice & Pre-Police Academy Training (PPAT) Certification - *Piedmont Technical College*, Greenwood, SC 29648 A.A: Constitutional Law, Criminal Law, Criminology, Criminal Investigations, Criminal Evidence, Intro to CJ, Judicial Process, Ethics in CJ, Juvenile Delinquency, Corrections Systems, CJ Report Writing, Police Community Relations, CJ in the Films & CJ Internship.
- 8.2015 – 5.2016 / 9.2019 - Adjunct Professor Criminal Justice – *Newberry College*, Newberry, SC 29648 Prof. BS: Lead CJ Instructor for Criminal Justice: Criminology, Sociology Criminal Justice, and the Law, & Juvenile Delinquency, Comparative in CJ, and Drugs in CJ.
- 1.2014 – 1.2015, Criminal Justice Professor – *Voorhees College*, Bamberg, SC 29648 Prof. BS: Research Methods, Criminal Procedures, Ethics & Social Sciences, American Courts & CJ System, American Corrections, Minorities in CJ, Police Systems, Deviant Behavior, Juvenile Delinquency, Probation and Parole Systems.
- 1.10.2013 – 03.2015, Adjunct Professor Criminal Justice – *Strayer University*, Columbia, SC 29212 Prof. BS: Intro to CJ, Ethics in CJ, Juvenile Delinquency, Intro to Correctional Systems, and Transnational Crimes.
- 03.2006. 8.2011, CJ Adjunct Professor Criminal Justice- *South University*, #9 Science Ct., Cola, SC 29203 Prof. BS: Terrorism & Homeland Security, Organized Crime, Intro to CJ, Intro to Law Enforcement, Juvenile Delinquency, Intro to Corrections, and Special Problems & Procedures in CJ.

- 2001.2012, Police Trng. Instructor, *Columbia Police Dept.* - Juv. Procedures, Precision Driver Training, Sexual Harassment/Workplace, Blood Borne & TB, OC Spray, Legal, Firearms Policy Instruction & Weapons Trng., CDV, and Homeland Security.
- 2001.2012, *SC Criminal Justice Academy* - Guest Instructor for Driving & Specific Skills

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**PROFESSIONAL EXPERIENCE**

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08.89 - 12.12, Sergeant/Criminal Investigations & Police Intelligence, Columbia PD #1 Justice Square, Cola, SC 29201 (42.5 hrs a week) – Supervisor, Capt. GA Drafts (803) 413-8269

**Operations Leadership • Government Liaison • Grant Supervisor**

- CID - Supervised Burglary Division, Property Crimes Division, Auto Theft Division, Special Victim Unit & Victim Advocates, and Police Intel Division. Developed schedules, planned and direct law enforcement and security operations, and ensure investigations coverage complies with agency policy and meets facility protection priorities
- Appointed to the Office of the Assistant City Manager & Community Development Director Cola SC while serving as a Community Mobilizer (Federal Grant Program). Liaison between police, local, county, and state governments; neighborhood associations, colleges, universities, businesses, and nonprofit organizations. City selected among 13 Cities in the nation and a forerunner in innovative leadership and implementation of Problem-Solving Policing (SARA). Featured in Dr. George Kelling (Rutgers University) Comprehensive Communities Case Study.
- Grant Manager - 3 Year Federal Grant Domestic Violence Program that encompassed (1) Richland County Solicitor/Attorney, (2) Domestic Violence Investigators and (1) - SVU Supervisor Unit and Victim Advocate Office.

**Procurement • Training Official • Strategic Planning and Management Leader • Community Policing**

- Supervised Procurement - Solicited (Office of Chief of Police), negotiated, and managed (25 personnel) the donation, coordination, and transportation of over \$250,000.00 in new & used Office Furniture from Banks, Businesses, and Retail Office Stores. Equipment was distributed to Headquarters, Regions, Training Division, and other police sites.
- Provided Annual Training to over 360 Class I - LEOs' and 28 Community Safety Officers. Provided Pursuit, Precision Driving, and Specific Skills Instruction at the SCCJA and Columbia. Provided Annual Sexual Harassment Training to Supervisors and Command Staff; and Juvenile Delinquency, Child Abuse, and Missing & Exploited Children training.
- Appointed by the Chief as Strategic Planning & Management Team Leader for Courtroom Scheduling, Policing Research on Mentally Ill, & Grievance Team Members. Appointed (City Attorney) as Juvenile Curfew Implementation Committee for City Manager. Midlands Sex. Assault Awareness Task Force. Midlands Multi-Disciplinary Task Force
- Featured in Broken Windows & Community Police BOTOC Research by Professor George Kelling (Rutgers University). Established crime reduction (Job Intervention) program for at-risk youth. Provided over 38 jobs for community members. Proposal to Chief of Police and Richland District One School for Officers to operate as Substitute Teachers in 1992. Served as a Patrolman, Community Police Officer, School Resource Officer, and Training Officer.
- President & Founder of a non-profit sports organization for at-risk youth in Columbia and Columbia Housing Development. Supervised, managed, and financed a 1year endeavor with the support of volunteers, the Director of 4 football teams, 4 cheerleading squads, 260 youth, 30 men & 16 women coaches, and 13 Board of Directors. Pres.& CEO of SC Pop Warner Football Youth Sports for 3 years as a Community Police Officer. Supervised operations with an annual budget of over \$400,000.00 for 40 football teams & cheerleading squads, 12121285 youth, 15 Board of Directors, and the coordination of facilities, liability and medical insurance, and referees. supervised game attendance of over 3000 attendees. Coordinated fields, facilities, risk management, and bus transportation with Richland School District One, City of Columbia Parks & Recreation, and Fort Jackson Youth Sports.

**01.91-05.95 – Campus Safety, Benedict College, 1600 Harden St, Cola, S.C. 29204 (40 hrs Mth)**

- Contracted to protect & preserve the welfare of the college campus. Monitored campus facilities, pedestrian traffic, campus bookstore, and management of crowds during special events & critical incidents. Monitor and supervise entry gates, responsible for coordination with security and other law enforcement personnel.

**04– 08.89, Corrections Officer, SCDC (Evans Institute) Bennettsville SC (40 hrs a week)**

- Protected citizens by maintaining secure confinement of inmates in a med/max correctional facility. Enforce rules and keep order by maintaining security, settling disputes between inmates, preventing disturbances, assaults, and

escapes. Enforce regulations through effective communication and the use of progressive sanctions, which involve punishments, such as loss of privileges. Escort prisoners from institutions, courtrooms, medical facilities, and other destinations. Search inmates and living quarters for contraband, such as weapons and drugs. Screen visitors & incoming mail to stop illegal contraband. Inspect facilities to ensure they meet standards: Check cells and other areas for unsanitary conditions, contraband, and signs of a security breach.

**02.85 – 02.89, Combat Infantry USMC/Security Forces Spec. (Nuclear Weapons), Naval Weapon Station Earle NJ, 201 Rt. 34, Colts Neck, NJ 07722, & Parris Island (60 hrs week), SSgt. Curtain**

- Supervise combat infantry squad (Fleet Marines) deployment worldwide. Marine Barracks Security Forces Training Certified for Safety/Security & Emergency Management protection of Nuclear Weapons at Naval Weapons Station Earl (Top-Level Security Clearance). Certified/Licensed Driver of Armored Carrier Personnel Vehicle (Dragon & Turtle). Boot Camp - Parris Island, SC. Platoon Leader & Squad Leader, School of Infantry, Camp Geiger, NC. Special readiness cold-weather training (Norway-USS Nassau). Beach assault & amphibious training (Little Creek, VA). Proficient: assault weapons, Good Conduct Medal, and Exemplary on Command General Inspection. Proficient: Urban warfare, paralleling, hand combat, grenade & claymore mines, tow missiles & LAW.

**PUBLICATIONS**

- Boot Camps: Should We or Shouldn't We? (Non-published-Univ. of Alab.), Policy & Practice Paper, 1999
- Dissertation Proposal: U.S. Mayors, City Managers, and Police Chiefs Converge to Reform the Police

**SPECIALIZED TRAINING & CERTIFICATIONS**

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• FLETC, US Supreme Court Webinar, DHS 7/13</li> <li>• National Intelligence Center Trng, Savannah, GA 3/12</li> <li>• PCIS Management Seminar, SCLEAP, 3/11</li> <li>• Commission Accreditation Manager Training, 5/09</li> <li>• ICAC / Fed. Process. Sheriffs Assoc. Cola, SC 05/09</li> <li>• NCMEC, Shaw Air Force Base, Sumter SC, 4/2009</li> <li>• Natl. Law Center/Child/Family, Charles, SC, 9/07</li> <li>• Supervisor Leadership, CPD Trng. Division, 1-3/05</li> <li>• ICS-100&amp;LE: Intro. to Incident Command System</li> <li>• ICS-400: Advanced ICS: 2010</li> <li>• ICS-700: National Incident Management System: 2005</li> <li>• Supervisor School Resource Officer Training, 4/01</li> <li>• Basic/Adv. Trng. Officers Instr. Class, SCCJA, 8/01</li> <li>• Investigator Drug School, Master Street Narcotics, 4/01</li> <li>• Comm. Mobilizer, NIJ Trng. Salt Lake City, Utah, 95</li> <li>• Basic Law Enforcement Officer Trng, SCCJA, 89</li> <li>• Officers Beach Assault Training, Little Creek VA, 88</li> <li>• Infantry Trng. School, USMC, Camp Lejeune, 7/85</li> </ul> | <ul style="list-style-type: none"> <li>• Inv.Social Networks &amp; Web Exploitation SCCJA 7/12</li> <li>• PCIS Management Group Cert., SCLEAP 7/11</li> <li>• Forensic Child Interv/Children Law Center, USC,10/09</li> <li>• Human Trafficking Investigations, SCCJA, 1/10</li> <li>• Advance Sexual Assault Training, SCCJA, 5/2009</li> <li>• Natnl Center Missing Exp. Marlboro, SC, 03/09</li> <li>• Vulnerable Adult Abuse Investigation, DHEC, 12/06</li> <li>• Nat'l Incident Mang.: Incident Command Courses</li> <li>• ICS-200: ICS for Single Resources and Initial Action Incidents: 2005/2013</li> <li>• ICS-300: Intermediate ICS for Expanding Incidents: 2010</li> <li>• Detective Level I, SC Crim. Justice Academy, 7/04</li> <li>• Driving Instr., SC Criminal Justice Academy, 12/01</li> <li>• SC Gang &amp; Criminal Threat Group Seminar, 2/01</li> <li>• School Resource Officer Trng, SCCJA, 3/2000</li> <li>• COPs, Project Planning Problem Solving-BowMac, SC, 94</li> <li>• Basic Corrections Officer Trng. SCDC Academy, 89</li> <li>• Security Force Nuclear Weap. School, USMC, NJ 10/85</li> <li>• Boot Camp Training, USMC, Parris Island, SC 2/85</li> </ul> |
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**COMMUNITY SERVICE & INSTITUTIONAL SERVICE**

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• NCIC Certified, City of Columbia (TRU)</li> <li>• Piedmont Technical College American Criminal Justice Association (ACJA) Committee Member</li> <li>• Project Genesis Advisor Committee</li> <li>• Merit Raise Committee 2023</li> <li>• Curriculum Committee 2022 - 2023</li> </ul> | <ul style="list-style-type: none"> <li>• New Covenant Assembly Board of Dir. 2000-16</li> <li>• Piedmont Technical College Criminal Justice Advisory Committee (CJA) Member</li> <li>• Piedmont Technical College Online Review Committee</li> <li>• Online Review Committee 2015-2023</li> <li>• Midlands Tech College Paramedic Advisory Committee</li> </ul> |
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- Vorhees Capstone Committee Member for CJ students
- CJ Advisory Board Member, South University
- CA Taylor SIC Member 2010 - 2011
- Motivational Speaker, Dept. of Juv. Justice 97 – 98
- President SC Pop Warner Football 1996-1999
- Deacon 1999 – President
- Pres. CEO, S.C. Pop Warner Football Fed. 98-01
- NCACDC Board of Directors 2004 – 2015

## SPECIAL SKILLS

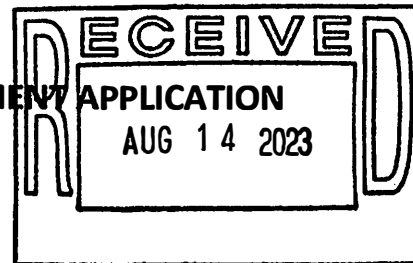
Blackboard, D2L, Microsoft Word, Excel, Office, PowerPoint, LCD, & typing proficiency of 60 wpm. Proficient: Mk-19 grenade launcher, M-60 machine gun, Tow Missels', grenades, Squad Automatic Weapon, M16-A1 & A2 light anti-assault weapon, and M-203 grenade launcher, Marco Polo, Webex, Zoom, Shooting Simulator, Adobe Reader

## REFERENCES

- Prof. Dean Menka Brown, Piedmont Technical College, 864 341-6811 (Office) [brown.me@ptc.edu](mailto:brown.me@ptc.edu)
- Prof. Dean Josh Lindsay, Piedmont Technical College, 803 413-6463 (cell) [lindsay.j@ptc.edu](mailto:lindsay.j@ptc.edu)
- Prof. Retired SLED Agent, Michael Brown, Piedmont Technical College, Greenwood SC (864) 992-0819 (Cell) 864 993-9110 [micheald@wctel.net](mailto:micheald@wctel.net)
- Prof. Stacey Reed, SDR Professional Writing Services, English Instructor, Piedmont Technical College SC (803) 768-8160 [reed.s@ptc.edu](mailto:reed.s@ptc.edu)
- Prof. Senior Physical Security Specialist Ernest Byrd, SCE&G, P.O. Box 100255, Cola, SC 29202 (803) 360-7083 (Cell)
- Prof. Deputy Chief Melron Kelly, Columbia PD, #1 Justice Square, Cola SC 29201, (803) 960-8582 (Cell)
- Prof. Major Joey Smith, Palmetto Health Alliance, Cola SC 98030 479-0467 (Cell)
- Prof. Dr. David Whaley (VP, Stud. Affairs) Benedict College, Harden & Hampton St. Cola, SC (803) 413-2068 [whaleyd@benedict.edu](mailto:whaleyd@benedict.edu)
- Prof. Angelo McBride, Business Administrator, Office of Business Opportunities 545 Trader Mill Rd. Cola SC 29223 (803) 545-3960 [mcbride.aa@hotmail.com](mailto:mcbride.aa@hotmail.com)
- Prof. Chief of Police, Myron Chambliss, Midlands Technical College, 803 807-7829 (cell)
- Prof. Denny Powers, MFS, E.ds (Student Affairs Coordinator & Former Chairperson CJ,) 755 S Carolina 544, Conway, SC 2952 (843) 349-2934 ext.4124 [dpowers1@coastal.edu](mailto:dpowers1@coastal.edu)
- Prof. Capt. George A. Drafts, Columbia PD, #1 Justice Square, Cola SC 29201, (803) 413-8269 [gadrafts@columbiasc.net](mailto:gadrafts@columbiasc.net)
- Prof. Major Dana Oree, Columbia PD, #1 Justice Square, Cola SC 29201, (803) 429-9139 [dloreec@columbiasc.net](mailto:dloreec@columbiasc.net)



CITY OF CAYCE  
COMMITTEE MEMBER REAPPOINTMENT APPLICATION



Name: Frank Dedmon

Home Address: L Avenue City, State, Zip Cayce SC 29033

Telephone: 803 E-Mail Address: \_\_\_\_\_

Resident of Cayce: { Yes { No Number of Years 13

**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
- X 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: Midlands Maintenance & Construction Position Owner

Address: Same as above

City, State, Zip \_\_\_\_\_ Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail \_\_\_\_\_

**Work Experience:** 29 years experience in construction, plumbing and property management

**Educational Background:** BA from Clemson in Psychology and History

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

\_\_\_\_\_  
**Volunteer Work:** \_\_\_\_\_

**Hobbies:** Painting, gardening and camping

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