

Mayor  
Elise Partin

Mayor Pro-Tem  
Tim James

Council Members  
Phil Carter  
Hunter Sox  
Byron Thomas

City Manager  
Tracy Hegler

Deputy City Manager  
Jim Crosland  
Assistant City Manager  
Michael Conley



**City of Cayce  
Regular Council Meeting  
Tuesday, February 6, 2024  
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  
January 2, 2024 Regular Council Meeting  
January 17, 2024 Regular Council Meeting

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

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

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

**IV. Ordinance and Resolution**

- A. Discussion and Approval of Ordinance 2024-02 Granting Lumos Fiber of South Carolina, LLC a Nonexclusive Franchise for the Use of Public Streets and Public Rights-of-Way for Facilities for Telecommunications Services – Second Reading

**V. Committee Matters**

- A. Approval to Enter the Following Committee Approved Minutes into the City's Record  
Planning Commission – May 15, 2023  
Museum Commission – November 1, 2023
- B. Appointments and Reappointments  
Cayce Housing Authority – One (1) Position  
Events Committee – Two (2) Positions  
Municipal Election Commission – One (1) Position  
Museum Commission – One (1) Position

**VI. City Manager's Report**

**VII. Council Comments**

**VIII. Executive Session**

- A. Receipt of legal advice relating to claims and potential claims by and against the City and other matters covered by the attorney-client privilege
  - 1. Update on Lexington County's Cancellation of Road Maintenance Agreement
  - 2. Claim for Improvements to Taylor Street at New State Road
  - 3. Claim for Improvements to Spencer Place

**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  
Tuesday, January 2, 2024**

The January 2, 2024, Regular Council Meeting was held this evening at 6:00 p.m. in Council Chambers. Those present included Mayor Elise Partin, Mayor Pro Tem Tim James and Council Members Phil Carter, Hunter Sox and Byron Thomas. City Manager Tracy Hegler, Deputy City Manager Jim Crosland, Assistant City Manager Michael Conley, Municipal Clerk Mendy Corder, Police Chief Chris Cowan, Fire Chief Steven Bullard, Finance Director Kelly McMullen, Human Resources Director Lynn Dooley and Utility Director Betsy Catchings were also in attendance.

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

**Call to Order**

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

**Approval of Minutes**

Ms. Hegler stated that Mayor Pro Tem James' recusal form from the last Council Meeting was not included in the agenda packet so she was asking Council to defer the approval of the minutes to the next Council Meeting so everything was fair and transparent in the agenda packet. Council Member Carter made a motion to defer the December 5, 2023 Regular Council Meeting minutes to the February 6, 2024 Council Meeting. Council Member Sox seconded the motion which was unanimously approved by roll call vote.

**Public Comment Regarding Items on the Agenda**

No one signed up for Public Comment.

**Presentations**

- A. Presentation of Distinguished Budget Presentation Award for Fiscal Year 2023-2024 from the Government Finance Officers Association of the United States and Canada

Mayor Partin stated that Municipal Treasurer Ms. Kelly McMullen, the City's Financial Reporting Manager Ms. Alison Barrs, and Staff Accountant Ms. Leila Williams were in attendance and she was pleased to recognize them for two (2) awards. She stated that the first award was the Government Finance Officers Association's

Distinguished Budget Presentation Award for the City's budget. She stated that the award represented a significant achievement and reflected the commitment of a governing body and staff to meet the highest principles of governmental budgeting. She stated that in order to receive the budget award, the City had to satisfy nationally recognized guidelines for effective budget presentation. She stated that these guidelines were designed to assess how well the City's budget served as a policy document, a financial plan, an operations guide, and a communications device. She stated that budget documents must be rated proficient in all four (4) categories and then the 14 mandatory criteria within those categories to receive the award. Mayor Partin stated that there were over 1,700 participants in the budget awards program and the award recipients had pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

**B. Presentation of a Certificate of Achievement for Excellence in Financial Reporting Award for Fiscal Year 2021-2022 from the Government Finance Officers Association of the United States and Canada**

Mayor Partin stated the second award was the Certificate of Achievement for Excellence in Financial Reporting for the City's annual Comprehensive Financial Report for the fiscal year ending June 30, 2022. She stated that the report had been judged by an impartial panel to meet the high standards of the program, which included demonstrating a constructive spirit of full disclosure to communicate clearly its financial story and motivate potential users and user groups to read the report. She stated that the Certificate of Achievement was the highest form of recognition in governmental accounting and financial reporting and its attainment represented a significant accomplishment by a government and its management.

**C. Presentation of the City of Cayce FY 2021-2022 Comprehensive Annual Financial Report by Mauldin & Jenkins, CPA**

Mr. Grant Davis stated that he was a partner with Mauldin and Jenkins CPA and he was happy to review the results of the City's audit. He stated that their opinion on the City's financial statements was an unmodified opinion, which was ultimately really the only acceptable result in a financial statement audit. He stated that a clean opinion was the way to think about that. He stated that the management's discussion and analysis section of the document was important because it provided discussion analysis by management as to why things increased or decreased in terms of the City's assets, liabilities, revenues, expenses and so forth. He stated that the statement of net position was simply a balance sheet for the City as a whole and included all its activities and were broken up into two (2) types of activities. He stated that one (1) was the governmental activities and the other was the business type activities. Mr. Davis stated that the business type activities only included the water utility and the governmental activities ultimately record the activity of the General Fund and other like funds.

Mr. Grant stated that the total assets of the City was approximately \$204 million with capital assets being the largest portion of that. He stated that capital assets were things like infrastructure, vehicles, buildings, and those are reported net of accumulated depreciation. He stated that the City had liabilities of approximately \$91 million. He stated that the largest items within that total were the City's outstanding revenue bonds which were mostly associated with the utility operation and then the City's portion of the State sponsored pension plan at about \$22 million. He stated that ultimately gave the City equity or what they called governmental world net position of about \$116 million, which was up by about \$2.8 million from fiscal year 22. He stated that was overall an increase in equity, or net position from 2022 to 2023.

Mr. Grant stated that total assets of the General Fund alone were approximately \$12 million and the largest portion of that was cash, which was a great thing. He stated that almost \$8.8 million in cash at the end of fiscal year 23. He stated that it was important to look at the categories of fund balance and the largest individual portion was unassigned which was basically fund balance that was available to appropriate from year to year. He stated that fund balance was a percentage reflected in the expenses of the City for the year and the General Fund and if you took the expenses of the General Fund for the year and simply divided that into fund balance, one would get about seven and a half months of fund balance on hand on June 30. Mr. Grant stated that the major revenue sources of the General Fund were largely made up of property taxes and the property tax calendar dictated that most of that revenue be collected in a short period of time at the end of the calendar year. He stated that the period around June 30 was ultimately a pretty lean period of time from a cash flow perspective and to have seven and a half months of fund balance on hand the City had plenty to get through the rest of the year until that large revenue source continued to come in. He stated that anything close to 6 to 7 months was a great place to be in terms of available fund balance and the General Fund.

Mr. Grant stated that in the General Fund there was \$15.9 million in revenues versus \$17.2 million in expenditures. He stated that there were other financing sources and uses and ultimately, those led to an infusion in the General Fund of about \$2.3 million. He stated that ultimately fund balance in the General Fund increased about \$940,000 from fiscal year 22 to 23 which totaled approximately \$2.5 million.

Mr. Grant stated that they did a report on internal controls and compliance with laws, regulations, grant agreements and so forth. He stated that they were required to conduct their audit in accordance with government auditing standards and communicate to the City if there were any instances of noncompliance or internal control deficiencies. He stated that he was happy to say that they did not know of any instances of noncompliance or internal control deficiencies therefore it was a clean report. He stated that the next report was related to the City's spending of federal monies. He stated that when a City spends over \$750,000 on an annual basis in federal monies, it will trigger a compliance audit. He stated the Federal Government dictated the types of compliance

requirements that recipients must ultimately comply with, therefore; an audit of compliance was conducted relative to the American Rescue Plan Act, Coronavirus, State and local fiscal recovery funds which amounted to approximately \$2 million in fiscal year 23. Mr. Grant stated that his firm ultimately issued a clean report on the City's spending of those monies. He stated that from an audit reporting standpoint there were no known instances of noncompliance or internal control deficiencies, with both the financial statements and Federal compliance over the Federal program.

Mr. Grant stated that as external auditors his agency did not have disagreements with City management. He stated that the audit was conducted in accordance with government auditing standards and it was a great process. He stated that he was happy to be presenting the audit to Council in January since from a timeline perspective, financial information lost its value the farther away from the year in sight. He thanked Ms. McMullen and her team members and those involved on the City side, in assisting and issuing a quality document and the quality audit to the City. He stated that there was nothing negative at all to report and he stated he would be happy to try to answer any questions.

Mayor Pro Tem James asked if there were any best practices for what a city should have in fund balances as far as workable months. Mr. Grant stated that there were some guidelines from the Government Finance Officers Association that say a city should have somewhere between 20% and 30% of budget expenditures with an unassigned fund balance in the General Fund. He stated that relative to a property tax calendar, if there was a December year end, then there would be a lot of money at the end of December. He stated that theoretically, to be a June year end and be at a very lean time in terms of cash flows it was excellent to have six (6) months plus the fund balance to have no concerns about continuing to advance the City's initiatives and everything that had been planned all the way through the year and not have to get to the point where the City relied on debt financing in the form of a tax anticipation note or something similar.

Mayor Pro Tem James asked if the City was viewed as financially stable. Mr. Grant stated it was. Mayor Pro Tem James stated that it was a credit to Ms. McMullen and her team as well as department directors as they did not overspend.

## **Resolution**

- A. Consideration and Approval of Resolution Recognizing Mr. Danny Crowe's 25 Years Serving as the City of Cayce's City Attorney

Mayor Pro Tem James made a motion to approve the Resolution and Council Member Carter seconded the motion which was unanimously approved by roll call vote.

Mayor Partin stated that the Resolution recognized Mr. Danny Crowe for his 25 years of service as the City's City Attorney. Mr. Crowe thanked those who made his recognition possible. Mayor Partin stated that she would like to recognize Ms. Hegler for leading a great team and putting the City in a position where the team was supported and winning awards. She thanked Council for making wise judicious decisions about taxpayer money, so they were able to operate from a safe and careful position with taxpayer dollars. Mayor Partin thanked Mr. Crowe for making sure the City operated with excellence and ethics and for taking care of the City.

### **Ordinance**

#### **A. Discussion and Approval of Ordinance 2024-01 Amending City Code Section 2-66 Concerning Regular Meetings of Council – First Reading**

Ms. Hegler stated that Ordinance 2024-01 was a move to try to operate more efficiently and effectively. She stated that there were some previous conversations about it and it was how the City operated a few years ago before Council moved to two (2) meetings a month. She stated that the Ordinance would prescribe that Council would be required to hold one (1) meeting a month on the first Tuesday and Council would call workshops and other meetings as needed, per the change recommended in the Ordinance. She stated that staff recommended Council give First Reading approval to Amending Code Section 2-66, as described, moving from two (2) required meetings a month to one (1) that would be the first Tuesday and if approved, upon Second Reading, a new calendar would then be presented.

Council Member Sox made a motion to approve the Ordinance. Council Member Thomas seconded the motion. Council Member Sox asked if the Ordinance was passed and then a Second Reading was passed if the first change would take place for the second meeting in February. Ms. Hegler stated that Second Reading would take place at the next meeting and there would be a first meeting in February and a workshop later in February.

Mayor Pro Tem James asked if there would not be a standing second meeting, but a workshop. Ms. Hegler stated that there would effectively be two (2) meetings a month, but one would be a workshop instead of a formal meeting although the Ordinance would not prescribe the workshop as a required meeting. Mayor Pro Tem James stated that as a follow up there would not be a standing workshop each month. Ms. Hegler stated that a standing workshop could be put in the Ordinance if it was desired, but that Council would still be having effectively two (2) meetings a month. She stated that workshops were not technically formal meetings with the same kind of actions. She stated that the current Ordinance did not prescribe that workshops were required. Mayor Pro Tem James asked if there would not be a second meeting unless called. Ms. Hegler stated that was correct. Mayor Pro Tem James asked if voting could take place at a meeting if notice was given. Ms. Hegler stated if the meeting was called

as a special meeting and it was notified properly, then formal action could be taken. Mayor Pro Tem James stated that his concern was slowing things down because of a Second Reading being necessary before something goes into place therefore it could take two (2) months before something would go into place. Ms. Hegler stated that was correct, that work sessions were intended to be discussions of big topics and visioning, not formal actions. She stated that Council could take action to put something on the next agenda if wanted. Mayor Pro Tem James stated he was prepared to move forward but wanted to understand. He stated that during budget season, there would have to be special meetings because the budget could not be started in October. He stated that would be tough. Ms. Hegler stated that there would probably be a couple of special meetings called with action based on content with more work sessions to talk more about the topics. She stated that the budget would be talked about more often and earlier than typical.

Mayor Pro Tem James stated he loved the work sessions but did not intend for them to take place of a standing meeting. He stated that work sessions would certainly be something to look into when Council had several things that were needed to be talked about and would need to be a little more informal. He asked how many years there had been meetings as a Council twice a month. Ms. Hegler stated it was in the last four (4) years. Mayor Pro Tem James asked if it had been a work session when Ms. Hegler came on. Mayor Partin stated that there had never been a work session unless it was at the request of Council. Mayor Pro Tem James stated he was fine to go forward but would like to try to put his hands around a little bit more as he did not want to unintentionally delay things or put more work on staff in a fast manner. Mayor Partin stated that was a good thing. Council Member Sox stated that in the past few years the second meeting was changed from a special meeting to a regular meeting for procedural reasons he assumed but he did not recall the reason. He stated that he was not sure of the mechanics of scheduling a work session if he had three (3) or four (4) items he wanted to talk about and asked would he just call the City Manager and state a work session needed to be scheduled and she would schedule it. Ms. Hegler stated yes and that when she provided this information to Council, she proposed Council continue to hold the work sessions on the third Wednesday. She stated that it would just not be a scheduled action Council Meeting, but that they would be held typically then. She stated she assumed Council already would have them on their calendar, as they were just not required by Ordinance to be held. She stated that change happened since she had been at the City. She stated that Council used to hold Council called meetings as they had items to take up but that did not seem efficient so Council moved to the two (2) meetings a month. Ms. Hegler stated which now no longer seemed to be the desire of Council and they now would like to have three (3) meetings a month to include the work session.

Mayor Pro Tem James stated that Council might not meet three (3) times every month but as work sessions were needed such as budget season. Ms. Hegler stated that Council would probably need a special called meeting with action at those times



instead of a work session, but she was open to whatever Council wanted. Mayor Pro Tem James stated that he was prepared to vote that night and that was one of the reasons that Council has two 92) readings so it could be discussed between the meetings. Mayor Partin called the question which was unanimously approved by roll call vote.

**B. Discussion and Approval of Ordinance 2024-02 Granting Lumos Fiber of South Carolina, LLC a Nonexclusive Franchise for the Use of Public Streets and Public Rights-of-Way for Facilities for Telecommunications Services – First Reading**

Ms. Hegler stated that as discussed last month, everybody had seen Lumos in the area installing fiber optics. She stated that by State law, the City was allowed to have a franchise agreement with them but with telecommunications it was very restrictive. She stated that the City could not prevent them from being there but could establish some rules with Lumos. She stated that based on Cayce's population, the City was allowed to ask for \$750 a year as a franchise payment. Ms. Hegler stated that it was found that in other places Lumos had been providing high speed Wi Fi internet to the parks where they were laying fiber optic, so the City had asked for that as well. She stated that Lumos was still deliberating this on their end which was another reason why it was beneficial to have First and Second Readings. Ms. Hegler proposed Council approve First Reading and she would respond back with any changes that were proposed between First and Second Reading.

Council Member Carter made a motion to approve the Ordinance on First Reading. Council Member Sox seconded the motion. Council Member Thomas asked if the parks would include the Lexington County owned parks in Cayce. Ms. Hegler stated that that was what she was discussing with Lumos. She stated she was not being restrictive on the parks so much as the location where the fiber optics were going. She stated that Lumos did have a maximum number that they did for Irmo, which was what they recently relayed to City staff, so there might be a struggle with getting them to do all parks. She stated that currently staff had not spoken to them about which parks those might be. She stated that logistically it would have to be near where they were laying lines. Council Member Thomas stated that he asked the City Manager if she could provide Council with a map of where Lumos was going to be laying out these lines so it could be advertised where the parks were that would have Wi Fi and that hopefully in time possibly the City could work to make sure all parks in the City had Wi Fi. He stated that Council would want to bring that to the citizens so they could do homework or work and play and enjoy the City parks. He asked if Ms. Hegler could confirm that Cayce would be the only city within the area that had Wi Fi for their parks. Ms. Hegler stated that she was not sure if other cities were providing Wi Fi themselves, but she believed only Irmo had asked for it through this method. She stated that she was not sure what areas like West Columbia parks were like but offered to look into it. She stated she did request an idea of where the lines were going and stated that was how

the City would identify what parks they might be willing to serve. Mayor Partin called the question which was unanimously approved by roll call vote.

### **Committee Matters**

- A. Appointments and Reappointments
  - Planning Commission – One (1) Position
  - Beautification Foundation – Two (2) Positions

Mayor Partin stated Mr. Ed Fuson recently resigned from the Planning Commission and the City had received three (3) potential member applications from Mr. Danny Creamer, Ms. Donna Zeigler and Mr. Dan Gooch in that order. Council Member Sox made a motion to appoint Mr. Creamer to the vacant position on the Planning Commission. Mayor Pro Tem James seconded the motion which was unanimously approved by roll call vote.

Mayor Partin stated there were two (2) reappointments for the Beautification Foundation. She stated that Ms. Debra Carter's term on the Foundation expired in January and she would like to serve again. She stated that Ms. Carter had served on the Foundation since 2010 and was currently the Secretary of the Foundation and she regularly attended the meetings. She stated that Mr. Eric Shealy's term on the Foundation expired in January as well. She stated that he had served on the Foundation since 2021 and was currently the Vice President of the Foundation and regularly attended the meetings. Mayor Pro Tem James made a motion to reappoint both members. Council Member Sox seconded the motion which was unanimously approved by roll call vote.

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

Ms. Hegler stated that the Museum would be unveiling and opening its African American Exhibit on February 8, 2024 from 6pm to 8pm. She stated that Museum staff and the African American sub-committee had been working hard on the exhibit. She stated that Ms. Corder would follow up with Council with a flyer to make sure it was on their calendar.

### **Council Comments**

Council Member Thomas stated that he hoped everyone got to experience the amazing Cayce West Columbia Chamber of Commerce and Visitors Center parade. He asked Mayor Pro Tem James how many people attended the parade. Mayor Pro Tem James stated approximately 21,000 people attended. Council Member Thomas stated he wanted to thank everyone involved with the parade to include the amazing police and fire personnel that kept everyone safe. He stated that the Chamber did an amazing job from all of the restaurants that provided food and the fun activities for people and

then people spent their money in Cayce. He stated he hoped more businesses, churches and other groups in Cayce would partake in the amazing parade because it was an event that brought people out. He stated he wanted to give a special thanks to City Parks Manager James Denny and whoever helped put the City float together as it was beautiful. Council Member Thomas stated that some people said the City's float had the most energy in the parade. He stated he hoped the City could build on that momentum and continue to attract more people to the City to spend their money there and more fun activities could be done in the City. He asked Ms. Hegler what role the City provided with hospitality tax assistance to the Chamber for that event. Ms. Hegler stated she did not know if there was a direct request for the parade this year. Mayor Pro Tem James stated the Chamber received a portion of accommodations tax but that there was no request for the parade this year. Council Member Thomas asked if there were requests from other cities that helped with the Chamber. Mayor Pro Tem James stated that there were. Council Member Thomas stated that hopefully next year the City could make sure to contribute because the Chamber was located in Cayce. He stated he thought there was a lot of pride with that and wanted to make sure to do due diligence in helping out with that. He stated he knew the City provided police and fire personnel but wanted to make sure the City helped as well so not one city got all the love and affection from what the Chamber was doing.

Council Member Sox stated that he wanted to update Council on a meeting he had with a developer group over Christmas break. He stated that the developer group owned some property on Lexington Avenue. He stated the developer wanted to work with the City on some property the City owned that was directly beside their property. He stated he believed it could really lead to diversifying the housing stock a little bit more if the City could come to an agreement that made sense for everyone. He stated he would like those discussions to continue. He stated he would like to discuss that at the next meeting or one of the work sessions. Mayor Partin asked if he had given that information to staff so they would know. He stated that he touched on it with staff but provided more information over an email. Council Member Sox also stated he would like to compliment Lieutenant McMillan and Officer Henderson, who he graduated high school with in 2014. He stated that someone took a package off his porch and the Officers had him within six (6) minutes with the stolen package. He stated it was a Christmas gift for his dad so he really appreciated them getting it back so quickly.

### **Executive Session**

- A. Receipt of legal advice relating to claims and potential claims by and against the City and other matters covered by the attorney-client privilege
  - a. Update on Lexington County's Cancellation of Road Maintenance Agreement
  - b. Claim for Improvements to Taylor Street at New State Road

- B. Discussion of negotiations incident to proposed contractual arrangements and proposed purchases of property
- C. Discussion of compensation of an employee - City Manager's benefit package review

Mayor Pro Tem James made a motion to move into Executive Session. Council Member Sox seconded the motion. Mayor Pro Tem James stated that to be transparent he had emailed Mr. Crowe earlier in reference to Item A. 2, claim for improvements to Taylor Street at New State Road. He stated that he had received several emails and thought the word claim concerned some people. He asked if this was more of an update. He stated he spoke with the Council Member who requested this to be on the agenda and asked if it was a claim or an update. Council Member Sox stated he requested an update and discussion on the item, but he did not know of any claims. Mayor Partin stated there was a claim and asked if it should be talked about in Executive Session. Mr. Crowe stated it was characterized as a claim so it could be discussed in Executive Session and that claim meant asking for something but that no lawsuit had been filed. He stated that there was no formal notice of a claim but it was a claim request.

Mayor Partin called the question and the motion to move into Executive Session which was unanimously approved by roll call vote.

### **Reconvene**

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

### **Possible actions in follow up to Executive Session**

Mayor Pro Tem James made a motion to authorize the City Manager to communicate with CMC the discussions that were held in Executive Session relating to Taylor Street and non-city funds. Council Member Carter seconded. Council Member Thomas asked to clarify the funds were County funds and not City funds. Ms. Hegler stated they were non-city funds. Mayor Partin called the question and the motion which was unanimously approved by roll call vote.

### **Adjourn**

Mayor Pro Tem James made a motion to adjourn the meeting. Council Member Sox seconded the motion which was unanimously approved by roll call vote. There being no further business, the meeting adjourned at 9:14 p. m.

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Elise Partin, Mayor

ATTEST:

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Mendy Corder, CMC, Municipal Clerk





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**City of Cayce  
Regular Council Meeting  
Wednesday, January 17, 2024**

The January 17, 2024, Regular Council Meeting was held this evening at 5:00 p.m. in Council Chambers. Those present included Mayor Elise Partin, Mayor Pro Tem Tim James and Council Members Phil Carter, Hunter Sox and Byron Thomas. City Manager Tracy Hegler, Deputy City Manager Jim Crosland, Assistant City Manager Michael Conley, Police Chief Chris Cowan, Fire Chief Steven Bullard, Finance Director Kelly McMullen, Human Resources Director Lynn Dooley, Utility Director Betsy Catchings and Administrative Coordinator Amanda Rowan were also in attendance.

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

### **Call to Order**

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

### **Approval of Minutes**

Mayor Pro Tem James made a motion to approve the December 5, 2023 Regular Council Meeting minutes as written. Council Member Sox seconded the motion which was unanimously approved by roll call vote.

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

Mr. Mike Pazery - Items IV. A. and IV. B. Mr. Pazery stated that he lived in District 2 and was glad to have Council Member Thomas represent him and his district. He stated that there was some confusion in the community regarding the presentation by the Housing Authority Executive Director and then following that discussion on 800 Lexington Avenue. He stated that he had a neighbor tell him the City was getting ready to put public housing in that area. He stated that a lot of people really got worried until someone contacted Council Member Sox who clarified what the actual issues being discussed were.

### **Presentations**

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

Ms. Bean stated that it was an absolute pleasure to stand before Council. She stated that Ms. Cindy Herrera, a member of the development team at Columbia Housing

Authority, would be speaking as well. She stated that recently the Cayce Housing Authority updated their by-laws since that had not been done in over 40 years and they were quite outdated. Ms. Bean stated that the Cayce Housing Authority formed a by-laws subcommittee to review the bylaws, along with Council, to ensure that they aligned with State statute. She stated that there were some very minor updates made to the by-laws to ensure that they aligned with City regulations as well in terms of attendance, etc.

Ms. Bean stated that there was some transition occurring with the Columbia Housing Authority housing in Cayce. She stated that they were making some changes in the space of public housing and those changes were occurring across the country and were not exclusive to the Cayce or Columbia Housing Authorities. She stated that Housing Authorities were not funded at levels that they were funded at 20-30 years ago and so they were forced to be more creative as it related to how they addressed the deferred maintenance needs that existed. Ms. Bean stated that there was over a \$70 billion backlog that existed across the country for public housing properties. She stated that the inventory was aged and the resources just were not there to be able to renovate and address those maintenance concerns as quickly and as often as they would like to. She stated that HUD had created some tools that allowed Housing Authorities to do things a little bit differently to position themselves to provide quality, affordable housing for individuals that needed it. She stated that she was going to turn the presentation over to Ms. Herrera who led the development department within their organization.

Ms. Herrera stated that as Ms. Bean mentioned, HUD had created an inventory of tools for housing authorities to convert what was the traditional public housing to another form of subsidy that would enable them to have additional revenue and be able to address the backlog of maintenance needs. She stated that fortunately, in Cayce, they had done a great job of stewarding the federal resources and just completed a \$1.1 million renovation. She stated that even with the \$1.1 million they were only able to reach 70% of the units therefore 30% of the original 41 units that needed renovations had not received any. She stated that in order to do that they would be using one of HUD's tools that was basically for small housing authorities which was any housing authority that has less than 50 public housing units. Ms. Herrera stated that HUD allowed them to come in and basically do what was called a disposition which was disposing of those units out of the public housing program and convert them to project based rental assistance. She stated that what that did was significantly increase the housing authority's revenue to operate those 41 units. She stated that for 2024 that amount was \$382,000. She stated that by converting these units, they would be able to receive the fair market rent for the units and their annual revenue would increase to over \$700,000, which was an increase of 86%.

Ms. Hererra stated that by converting these units out of the traditional public housing program to project based vouchers increased their revenue and would allow them in the future, if needed, to be able to take on debt to address capital needs. She stated that it would not have any impact on the properties converted and they would



continue to have a 30-year recorded restriction on them for affordability and the tenants would continue to pay 30% of their income towards the rent and the Housing Authority received a subsidy for the balance from the Federal government. She stated that all they were really doing was changing the type of subsidy that those housing units currently received and to be able to renovate the additional units that were unable to be renovated with the recent renovation that they completed. Ms. Herarra stated that in doing that, the units transferred to a nonprofit affiliate that was created for the Housing Authority. She stated that they were going to use Cayce Redevelopment Authority as the nonprofit affiliate and it would serve strictly as an ownership structure for those units. She stated that the Cayce Housing Authority would continue to exist in its same form but would basically be the property management agent and continue to operate the subsidy. She stated that HUD requirements stated that one could not own the property and also administer the subsidy, so the Housing Authority was required to transfer the ownership to an affiliate. Ms. Herarra stated that the Housing Authority would not dissolve or dispose and would remain in existence. She stated that the 41 units that they currently had would remain the same but their revenue would increase by 86%. She stated that was really the driving force behind this movement.

Council Member Thomas asked how much rent a tenant currently had to pay. Ms. Herrera stated that the tenant paid 30% of their monthly income so if their income was \$900, they would pay \$300. Council Member Thomas asked what the length of a lease was. Ms. Herrera stated that the lease was for one (1) year but it was perpetual and automatically renewed unless the tenant violated the lease. Council Member Thomas asked if the tenants were required to pay two (2) months in advance. Ms. Herrera stated they were not required to pay in advance and only had to pay a \$250 security deposit. Mayor Pro Tem James asked who established the fair market rent. Ms. Herrera stated that the Federal government established the fair market rent and it was published annually on October 1 of each year by county within each state. She stated that fair market rent was what they would receive for these units moving forward. She stated that the Public Housing Program used a very antiquated formula that did not have anything to do with fair market rent.

Mayor Partin stated that she would like to ask Council if they would amend the agenda to move items IV. B. and VI. A. be discussed under Item IX. Mayor Pro Tem James made a motion to move these agenda items to be discussed under Item IX. Council Member Sox seconded the motion which was unanimously approved by roll call vote.

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

#### **A. Discussion of 800 Lexington Avenue**

Ms. Hegler stated that several members of Council had requested that she bring background information to Council on the history of any proposed development at 800

Lexington Avenue. She stated that in the agenda packet there was a lengthy memo that shared with Council any actions that had been brought to them or anything that had been publicly noticed dating back to 2016. She stated that it was important to understand the City's involvement in this property did date back to 2016. She stated that the City applied for a Community Development Block Grant and requested \$200,000 to fund the demolition of a portion of the school that was on that property at that time. She stated that the City was not awarded that grant. She stated that she believed the City got involved because there was a property there that had burned and become derelict and it was a blight issue. She stated that the City heard a lot about this from neighbors and residents in the area so the City wanted to get involved to deal with the blight. She stated that the City also arranged a public-private partnership with a potential developer that staff would work with moving forward.

Ms. Hegler stated that the City applying for that grant established the framework for why the City was involved. She stated that in 2017 the City continued to pursue that item and allocated TIF funding. She stated that the City designated that even though it was an area outside of the City's designated TIF, the City used tax increment financing to purchase that area which was acted on by Council to do so. She stated that in 2017 the City purchased the property for \$152,000 and involved in that was also the requirement that the seller was the owner but sold to the City a tiny portion on the southeast corner of Third Avenue and 800 Lexington Avenue that would be demolished as well. Ms. Hegler stated that included in the price to purchase the property was for the City to own it as well as the demolition of the property. She stated that since that time, new owners took over and the public private partnership left. She stated that staff had discussed several opportunities for development with those owners since that time. She stated those discussions were included in the agenda packet as information that was brought before Council. She stated there had been possible rezonings and several discussions in Executive Session about possible projects that could be done there. Ms. Hegler stated they were discussed in Executive Session since there was the potential for contractual arrangements because the City owned the corner property and might or might not have been involved in whatever happened there. She stated that discussions of that nature ended in 2022. She stated that anything that was publicly acted upon in the way of Council Meeting minutes was noted in the agenda packet. She stated that there were a few times Council and staff spoke in Executive Session about potential projects that might have involved the City contractually if the City were to help with its portion of the parcel or not.

Council Member Thomas asked if there were any plans for the City to do anything with the portion of the property that was City-owned or was it just being used as a bargaining chip with whomever was going to develop that area. Ms. Hegler stated that she really could not answer that and only knew what she saw on the application for the CDBG, which was that the City would be a part of the public part of the public-private partnership that was to develop that property for a multitude of purposes. She stated that she thought there was a plan to reuse the school on the property in some

commercial and residential aspects, possibly potential park space, and there would be a bit of mixed-use there through a public-private partnership and the City was the public part of that and that was why the City used the TIF funding at the time. She stated that arrangement changed but she did not know the reason for that.

Mayor Pro Tem James asked Ms. Hegler what the current zoning of that property allowed to be built there and what staff was hoping to be able to attract with the current zoning. Ms. Hegler stated that it was currently zoned residential, RS-3, which was a single family detached residential district that would have smaller lots than some of the larger zoning districts in the area. She stated that she could only speak to what she thought the original intention was, which was to do something of a mixed use which would have required a rezoning, or a development agreement or a planned development district that would have had a different vision for that. She stated that was not why the City got involved in it and the current Council certainly had not been involved other than some of their Executive Session discussions where a visioning conversation about what it could be took place. Ms. Hegler stated that she would hazard a guess that the original TIF thought process in the CDBG grant application was the City would be giving back to the community in a way that got rid of blight and provided something for the community as well as honored the reason for using TIF funding for it.

### **Ordinances**

**A. Discussion and Approval of Ordinance 2024-01 Amending City Code Section 2-66 Concerning Regular Meetings of Council – Second Reading**

Mayor Pro Tem James made a motion to table Second Reading of this item. Council Member Thomas seconded the motion which was unanimously approved by roll call vote.

**B. Discussion and Approval of Ordinance 2024-02 Granting Lumos Fiber of South Carolina, LLC a Nonexclusive Franchise for the Use of Public Streets and Public Rights-of-Way for Facilities for Telecommunications Services – Second Reading**

Ms. Hegler stated that City staff was still communicating with Lumos on potential park locations and other items. She stated that staff might come to agreement with them and they were in great communication with the City but they just had not quite closed that gap. She asked that Council defer Second Reading to the next meeting.

Mayor Pro Tem James made a motion to defer Second Reading. Council Member Sox seconded the motion which was unanimously approved by roll call vote.

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

Ms. Hegler stated that she did not have anything to report.

### **Council Comments**

Council Member Thomas thanked Ms. Hegler for being proactive the prior week, allowing staff to go home to be with their families before a storm hit. He stated that he thought it was very important that the City do the best it could to take care of staff. He stated that he knew it was not an easy decision to allow City staff to go home during bad weather and thanked Ms. Hegler for making the tough call. He also thanked Officer Strum who was standing outside in the cold weather while everyone was all inside warm. He stated that lastly, he wanted to read a quote, "everybody can be great, because everybody can serve". He stated that was a quote from Dr. Martin Luther King, Jr. He stated that on Monday, everyone got to celebrate the life and legacy of a great man that without him he definitely would not be sitting there today with the rest of Council. He stated that day was about service and he did not know what other cities did but he know he was representing the City of Cayce. He stated that on next year's Martin Luther King Jr., day, he would definitely love to work towards Cayce having some service opportunity events. He stated that it did not have to be all day but there were places in Cayce, that could be served to better the community. He stated that when there were service opportunities in the City it brought residents and people outside of the City to help one another. He stated that the City had an Events Committee and other organizations that he would like for the City to partner and work together with so next year, people would know that the City did not see Dr. Martin Luther King's weekend as a free, four-day weekend but a way to work together to honor and respect that man. He stated that he really hoped the City could get that done next year.

Council Member Carter stated that recently he was discussing the challenges restaurants were having currently with their liquor license and insurance and someone suggested he eat at a restaurant in Cayce called Lucky's. He stated that he was embarrassed that he had never been there but it had the best hamburger. Mayor Pro Tem James stated they had one of the best hamburgers in town. Council Member Carter stated that it might have been the best hamburger he had ever had. He stated that he actually knew the owners and they praised the City's Police and Fire Department's for the support they got from them. He said the owners bought the restaurant two (2) weeks before COVID and had to shut down for a while, but the City's Police and Fire Departments ate there often and helped out with law enforcement in that whole area

Mayor Pro Tem James stated that someone signed up that night for public comment regarding agenda topics and on behalf of the Mayor and the rest of Council he wanted to thank him for coming to speak on something that concerned him and the community. He stated especially if one sees something that they misunderstand or even understand and just want to get clarity to it. He thanked Ms. Pazery for being there and speaking. He stated that Mr. Brent Brazil was in the assembly and worked

with Lumos and had worked with other communication industries throughout the community and served the community extremely well. He thanked him for being there.

### **Executive Session**

- A. Receipt of legal advice relating to claims and potential claims by and against the City and other matters covered by the attorney-client privilege
  - a. Update on Lexington County's Cancellation of Road Maintenance Agreement
  - b. Claim for Improvements to Spencer Place Road
- B. Discussion of negotiations incident to proposed contractual arrangements for acquisition of property

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

### **Reconvene**

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

### **Possible actions in follow up to Executive Session**

- IV. B. Discussion and Approval of Letter of Support for the Disposition of Public Housing for the Cayce Housing Authority

Council Member Sox made a motion to defer consideration of the letter of support for the Cayce Housing Authority until the February 6, 2024 Council Meeting. Council Member Carter seconded the motion which was unanimously approved by roll call vote.

### **VI. Committee Matters**

- A. Appointments and Reappointments
  - Accommodations Tax Committee – Two (2) Positions
  - Board of Zoning Appeals – One (1) Position
  - Events Committee – One (1) Position
  - Municipal Election Commission – One (1) Position
  - Public Safety Foundation – One (1) Position

### Standard Technical Codes Board of Appeal – One (1) Position

Council Member Carter made a motion to reappoint Mr. Mark Burt to the Accommodation Tax Committee and to appoint Ms. Sullange Solomon to the Accommodations Tax Committee. Council Member Sox seconded the motion which was unanimously approved by roll call vote.

Council Member Sox made a motion to appoint Mr. Tyler Helms to the Board of Zoning Appeals. Mayor Pro Tem James seconded the motion. Council Members Carter and Thomas voted yes. Mayor Partin voted no.

Mayor Pro Tem James made a motion to appoint Ms. Tiffany Aull to the Events Committee. Council Member Sox seconded the motion which was unanimously approved by roll call vote.

Mayor Pro Tem James made a motion to appoint Ms. Mary Safko to the Municipal Election Commission. Council Member Carter seconded the motion which was unanimously approved by roll call vote.

Mayor Partin stated that Mr. James Stewart's term would expire in February and he would like to serve again. Council Member Sox made a motion to approve Mr. Stewart's reappointment to the Museum Commission. Council Member Carter seconded the motion which was unanimously approved by roll call vote.

Council Member Carter made a motion to appoint Mr. Taylor Gilliam to the Public Safety Foundation. Council Member Sox seconded the motion which was unanimously approved by roll call vote.

Mayor Pro Tem James made a motion to appoint Mr. Des Latham to the Standard Technical Codes Board of Appeals. Council Member Sox seconded the motion which was unanimously approved by roll call vote.

#### A. Discussion of negotiations incident to proposed contractual arrangements for acquisition of property

Council Member Sox made a motion to authorize the City Manager to proceed as discussed on a possible gift of property near the Cayce Riverwalk. Mayor Pro Tem James seconded the motion which was unanimously approved by roll call vote.

Mayor Partin stated that the prior week Council attended the Riley-Wilkins dinner together to recognize Senator Nikki Setzler, who was the number one Senator in the state. She stated that it was a huge honor for him and they were so thankful for all that he had done to represent the City of Cayce for 48 years. She stated that the Riley-Wilkins dinner was about celebrating bipartisanship, which was something that really

needed celebration. She stated that on the City's Council party did not enter into it at all, and Council was elected to work together. Mayor Partin stated that she trusted that was what Council would work on and they would communicate with each other and would look out for the City's citizens first and foremost. She stated she hoped Council would consider the spirit of the Riley-Wilkins dinner in keeping that task at hand that their citizens, taxpayers and businesses were their first priority. She thanked council for continuing to work on that.

### **Adjourn**

Mayor Pro Tem James made a motion to adjourn the meeting. Council Member Sox seconded the motion which was unanimously approved by roll call vote. There being no further business, the meeting adjourned at 7:19pm.

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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 Hegler, City Manager

**Date:** February 1, 2024

**Subject:** Cayce Housing Authority Support Letter

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## Issue

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

## Background

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

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

## Recommendation

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



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

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October 17, 2023

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

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

Dear SAC,

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

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

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

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

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

Sincerely,

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# Memorandum

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**To:** Mayor and Council

**From:** Tracy Hegler, City Manager

**Date:** February 1, 2024

**Subject:** Lumos Franchise Ordinance and Agreement – Second Reading

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## Issue

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

## Background

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

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

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

## Recommendation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*“Grantor”* means the City of Cayce.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Section 8. Surety.**

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

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

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



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

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

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

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

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

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

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

### **Section 11. Fees**

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

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

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

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

### **Section 13. General provisions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**LUMOS FIBER OF SOUTH CAROLINA, LLC**  
A limited liability company

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

Name: \_\_\_\_\_

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

State of \_\_\_\_\_

Town/County of \_\_\_\_\_, TO WIT;

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

My registration number: \_\_\_\_\_

**CITY OF CAYCE**

A South Carolina municipal corporation

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

Name: \_\_\_\_\_

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

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

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

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

My registration number: \_\_\_\_\_



**PLANNING COMMISSION  
APPROVED MINUTES  
CAYCE CITY HALL  
1800 12<sup>th</sup> Street Extension  
Monday, May 15, 2023  
6:00 PM**

**I. CALL TO ORDER**

The meeting was called to order by Chair Ed Fuson. Planning Commissioners Nancy Stone-Collum, Patty Foy, Robert Power, Richard Boiteau, Michael Mahoney, and Michael Wuest were present. Monique Ocean and Michael Conley were present as staff.

**II. APPROVAL OF MINUTES**

Nancy Stone-Collum made a motion to approve the minutes of the April 17, 2023, meeting. Michael Wuest seconded the motion. All were in favor.

**III. STATEMENT OF NOTIFICATION**

Monique Ocean confirmed that the media and public had been made aware of the meeting and public hearing.

**IV. MAP AMENDMENT 004-23**

A request, by the applicant, Scannell Properties, LLC, to rezone a portion (28.84 acres) of a property located on Platt Springs Road from C-4 (Highway Commercial) to M-1 (Light Industrial). The property is further identified as Tax Map Number 006796-02-009 and located between 3949 and 3599 Platt Springs Road.

**a. Opening Statement**

Monique Ocean read the Staff Evaluation to the Planning Commission. Ms. Ocean explained that the property is zoned C-4 Highway Commercial and that the request is to rezone it to M-1 Light Industrial. Ms. Ocean stated that possible approved uses in the M-1 zoning district included light manufacturing, retail trade, warehousing, and storage. Ms. Ocean stated that staff recommends approval of the request because the proposed zoning complies with the Comprehensive Plan and that the M-1 zoning classification is consistent with the area. Mark Wilson from Scannell Properties was present to speak as the applicant. Mr. Wilson stated that Scannell Properties specializes in industrial and residential structures. He stated that rezoning of the property would be the first step in plans to construct a Class A building. Mr. Wilson stated that Scannell Properties believes the location is a great opportunity.

**b. Public Comment**

Brad Edwards spoke against the rezoning request. Mr. Edwards stated that he owns five acres near the location. Mr. Edwards stated that the proposal would be a dramatic change in the area. He stated that the proposed building would cause heavy trucks to enter and exit onto Lake Dogwood and would cause a drastic change. Mark Wilson addressed Mr. Edwards concerns by explaining that Scannell Properties wants to be conscience of neighboring properties and that all concerns are heard. Mr. Wilson stated that a traffic study has not been completed but with the speculative development, traffic will not travel Lake Dogwood. Mr. Wilson stated that the proposed construction is a Class A industrial building and at this time he does not know who will use the building.

**c. Adjourn Public Hearing**

With no further discussion, the public hearing was adjourned.

**d. Motion**

Richard Boiteau made a motion to recommend approval of the rezoning request because the request complies with the Comprehensive Plan. Michael Mahoney seconded the motion. All were in favor.

**V. NEW BUSINESS**

There was no new business.

**VI. ADJOURNMENT**

With no further discussion, Richard Boiteau made a motion to adjourn the meeting. Michael Mahoney seconded the motion. All were in favor.

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



## Cayce Historical Museum Commission

**November 1, 2023**

### Meeting Minutes

The November 1, 2023 meeting of the Cayce Historical Museum Commission (CHMC) was held in the Cayce Visitors Center. The meeting was convened at 5:00pm by Chair James Stewart. The following individuals attended the meeting:

<b>Name</b>	<b>Status</b>
James Stewart	Chair
Pamela Sulton	Vice Chair
Marcy Hayden	Secretary
Archie Moore	Commissioner
A.G. Dantzler	Commissioner (absent)
Charlita Earle	Commissioner (absent)
Garrett Creasman	Commissioner
David Brinkman	Commissioner
Andy Thomas	Cayce Museum Curator
Elizabeth Lumsden	Cayce Museum Assistant
Jeff Wilkinson	Volunteer

#### **Upcoming Events:**

11/5-Native American Lifeways Tour and Drumming at 12,000 Year History Park (1pm)

11/30-Tree Lighting and Cayce Cares

12/2 Christmas Traditions

12/9 Christmas Parade

---

**Invocation:** Vice Chair Pamela Sulton

#### **Action Items:**

#### **September Meeting Minutes:**

The Commission reviewed the previous meeting minutes. Commissioner Sulton motioned that the meeting minutes be accepted. Commissioner Sharpe seconded the motion, and the minutes were approved by unanimous vote.

#### **Museum Staff Report**

Electrical repairs to the Public Safety building are in progress but delayed. A RFP has gone out for a sealed bid to repair the Museum windows which need to be replaced with wooden windows and the city has bids for approval.

The Museum staff is working to change hours to drop Sunday and increase Saturday hours. Staff is also working to develop a schedule for next year to develop “kids day” programs for

homeschoolers and schools to attend with the idea that they occur once a month starting March through June.

The appraisal for Catawba Pottery Collection has been completed and Mr. Thomas is awaiting the final report.

“Sweet Night” has been developed by Mr. Thomas to serve as a fundraiser, introduction to the Cayce Historical Foundation and Museum and is being planned for February. Five local bakeries are invited to attend and will have silent auction baskets, speakers and additional activities. Additional baskets and silent auction items are needed.

### **Historic Preservation**

The WeGOJA foundation is hosting a listening session for historic preservation on October 19 and November 2 from 6:00 to 8:00. Commissioners attended and plan to share the powerpoints and information with the Commission at an upcoming meeting/planning session.

### **Donations**

No updates at this time.

### **Old State Road NRHP Nomination**

No updates at this time.

### **Strategic Planning**

The Commissioners completed the first part of the strategic planning process on October 11 with StopGap Solutions and plan for the second session to occur in January 2024

### **Christmas Events**

The Christmas Committee had a run through of Commissioner and Volunteer responsibilities and discussed entertainment setup. Following the Commission meeting, the Committee will host a Volunteer meeting with refreshments. Christmas tree setup is planned to start on November 9 through November 28th. Garland and other items will be out and ready by November 19th for set up on November 28th Volunteer Decoration night. Commissioner Hayden volunteered to handle the outdoor decorations for the market and photo areas.

With no other business on the meeting agenda, Commissioner Moore Creasman motioned to adjourn the meeting. Commissioner Creasman seconded the motion and the Commission voted unanimously to adjourn the meeting at **5:40 PM**.

---

**COUNCIL ACTION REQUIRED**

**CAYCE HOUSING AUTHORITY – ONE (1) POSITION**

The Cayce Housing Authority currently has one (1) open position. The City has received potential member applications from Ms. Leonita (Evony) Reed, Mr. Rusty Rabon, Mr. Daniel Yackel, Ms. Sophia Chen and Ms. Kelly Wuest in that order. Ms. Reed was serving on the City's Events Committee but resigned her position when learning of an opening on the Cayce Housing Authority. All applications are attached for Council's review.

**EVENTS COMMITTEE – TWO (2) POSITIONS**

The Events Committee currently has two (2) open positions. The City has received potential member applications from Ms. Ashley Hunter and Ms. Jean Boiteau. Their applications are attached for Council's review.

**MUNICIPAL ELECTION COMMISSION – ONE (1) POSITION**

The Municipal Election Commission currently has one (1) open position. The City has received a potential member application from Mr. Fletcher Smith. His application is attached for Council's review.

**MUSEUM COMMISSION – ONE (1) POSITION**

Ms. Charlita Earle's term on the Museum Commission expires in March and she would like to serve again. She has served on the Commission since 2021 and consistently attends meetings. Her 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 – ONE (1) POSITION**

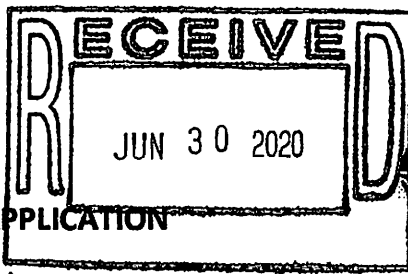
The Accommodations Tax Committee advises Council on the expenditure of local accommodations tax funds for the purpose of promoting tourism, the arts and cultural affairs in the community. Members are selected from the hospitality and lodging industries, as well as from the community at large. The Committee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

**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  
POTENTIAL COMMITTEE MEMBER APPLICATION

Name: Lequita Ebony Reed

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

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

Resident of Cayce:  Yes  No Number of Years 40

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

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

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

Work Address

Company: BCBS of SC Position Database Analyst

Address: 4101 Percival Rd.

City, State, Zip Columbia, SC 29229 Telephone: (803) 264-4652

Fax: \_\_\_\_\_ E-Mail lequita.reed@bcbs.sc.com

Work Experience: Business Analyst, Database Analyst, Project Management, Coordinator, Executive Assistant, HR CSR

Educational Background: MBA in Business Administration

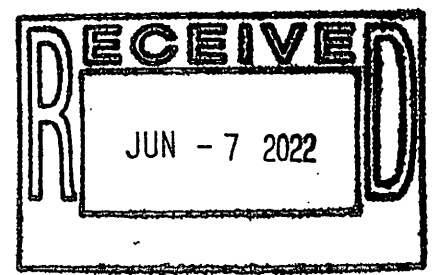
Membership Information (Professional, Neighborhood and/or Civic Organizations):

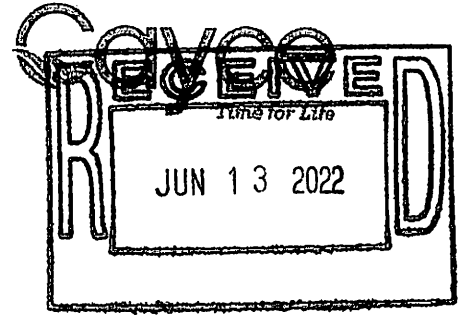
City of Cayce Special Events Committee

Volunteer Work: Church, City of Cayce Special Events Committee

Hobbies: Reading, Shopping

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





# CITY OF CAYCE POTENTIAL MEMBER APPLICATION

Name: Rusty Rabon  
Home Address: Northland Drive City, State, Zip Cayce SC 29033  
Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Resident of Cayce:  Yes  No Number of Years: 50+

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

- Accommodations Tax Committee
- Cayce Housing Authority
- Events Committee
- Consolidated Board of Appeals
- Municipal Election Comm
- Museum Commission
- Planning Commission
- Board of Zoning Appeals

*withdrawn  
app 7/22*

**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: Grace Chapel Position: Pastor  
Address: 663 Dixiana Road City, State, Zip West Columbia, SC 29172  
Telephone: (803) 794-1895 E-Mail: rustyrabon@gmail.com

Work Experience: Christian ministry since 1981 - minister of music, youth pastor, associate pastor, pastor, Christian radio announcer

Educational Background: B.S., M.A. - Columbia International University  
M.Div - Erskine Theological Seminary

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

The Fellowship of Ailbe (www.ailbe.org)

Volunteer Work: Broadacres Neighborhood Association

Past youth sports coach

Hobbies: Reading, trips to mountains, Lexington County Choral Society

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



## CITY OF CAYCE POTENTIAL MEMBER APPLICATION

Name: **Daniel Yackel**

Date: **9/11/2023**

Home Address: **Rossmore Dr.**

City, State, Zip: **Cayce, SC 29033**

Telephone: .

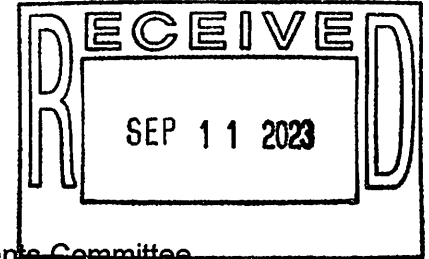
E-Mail:

Resident of Cayce:  Yes  No

Number of Years: **11**

Business in Cayce:  Yes  No

Number of Years: **N/A**



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

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Accommodations Tax Committee   | <input type="checkbox"/> <u>Cayce Housing Authority</u> | <input type="checkbox"/> Events Committee                                |
| <input type="checkbox"/> Consolidated Board of Appeals  | <input type="checkbox"/> Municipal Election Comm        | <input type="checkbox"/> Museum Commission                               |
| <input type="checkbox"/> Planning Commission            | <input type="checkbox"/> Board of Zoning Appeals        | <input checked="" type="checkbox"/> <del>Beautification Foundation</del> |
| <input type="checkbox"/> Cayce Public Safety Foundation |   |  |

**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: **PenServ Plan Services, Inc.**

Position: **Subject Matter Expert**

Address: **102 Trade Zone Dr.**

City, State, Zip: **W. Columbia, SC 29170**

Telephone: **(803) 354-5049**

E-Mail: **daniel.yackel@penserv.com**

**Work Experience:** See Attachment

**Educational Background:** See Attachment

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

See Attachment

**Volunteer Work:** See Attachment

**Hobbies:** See Attachment

**Return to:**

**Mendy Corder, Municipal Clerk**

**City of Cayce, PO Box 2004, Cayce, SC 29171-2004 Telephone: 803-550-9557 ♦ Fax: 803-796-9072 ♦ Email: [mcorder@caycesc.gov](mailto:mcorder@caycesc.gov)**

## **Work Experience:**

### **PenServ Plan Services, W. Columbia (9/19-Present)**

#### **Subject Matter Expert**

- Over 20 years of experience in audit, compliance and risk reduction in the government and private sector.
- Implemented the assignment and conversion of all 403(b) and 457(b) government group retirement business by Foresters Financial Services, Inc. to PenServ.
- Continues to combine business process management and Lean Six Sigma methods to drive performance and quality improvements.

### **SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH, Columbia, SC (11/18-8/19)**

#### **Administrative Coordinator I/Data-Technology: Carolina United Hurricane Florence Disaster Recovery Program**

- Implemented the creation of the program's first phase down flyer with disaster resources and networked with the South Carolina Emergency Management Division to obtain and distribute their Hurricane Preparedness Guides.
- Implemented the first Carolina United safety reflective vest worn by crisis counselors canvassing in rural counties.
- Collaborated on the content, design, and maintenance of the new Carolina United website.
- Participated in bi-weekly conference call discussions with FEMA and SAMHSA regarding data collection and reconciliation.
- Researched, developed and generated analysis reports from database using pivot tables, spreadsheets, and charts.
- Analyzed hurricane survivor data; identified patterns and trends to provide insight and areas of improvement to leadership.
- Developed initiatives that support data integrity and normalization.
- Assisted and provided technology support to team leads and crisis counselors with training on data entry and review.

### **MARRIOTT COLUMBIA SUSSEX, Columbia, SC (8/18-8/19)**

#### **Banquet Server**

- Performed set up, breakdown, food and drink service at catered special events held at major downtown hotel.

### **SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH, Columbia, SC (11/16-12/17)**

#### **Human Services Coordinator I/Crisis Counselor: Carolina United Hurricane Matthew Disaster Recovery Program**

- Led group discussions and door-to-door meetings providing disaster recovery support to survivors in four rural counties.
- Attended in-person and on-line FEMA and SAMHSA trainings in disaster behavioral health services.
- Submitted daily metrics and weekly reports on survivor demographics, risks categories, event reactions, and referrals.

### **LOWE'S HOME IMPROVEMENT, West Columbia, SC (3/17-9/17)**

#### **Customer Service Associate II/Part-time Weekends**

- Assisted customers with purchasing major kitchen appliances and extended warranties.
- Operated order pickers and carts to move large, bulky merchandise weighing upwards of 400+lbs.

### **UPTOWN ON MAIN GIFTS, Columbia, SC (9/12-3/17)**

#### **Sales Associate/Part-time Weekends**

- Responsible for opening/closing duties, training, and assisted customers with purchasing personalized, unique gifts.
- Ran merchandise inventory report for re-stocking purposes.

### **TRAVELERS INSURANCE, Columbia, SC (7/15-10/16)**

#### **Licensed Auto Blended Claim Representative Trainee**

- Investigated, evaluated, negotiated and resolved automotive, property and bodily injury claims in compliance with insurance guidelines and regulations for North and South Carolina.

### **AFLAC GROUP INSURANCE, Columbia, SC (4/11-7/15)**

#### **Triage: Electronic Data Specialist - Enrollment and Sales Services**

- Collaborated on multiple Lean Six Sigma rapid improvement projects to create/streamline procedures.
- Executed team trainings on new procedures to document and route triage issues to account managers.
- Served as SME, with minimal supervision, responding in less than 8 hours to questions from multiple business units.
- Prepared weekly management reports tracking escalated items, gathering and documenting research and resolution.

(Continued)

**PENSERV PLAN SERVICES, Inc., W. Columbia, SC (10/08-7/09)**

**Project Manager**

- Streamlined and automated investment of client payroll deductions to vendors via a secure Tumbleweed Server with use of encryption and data masking, utilizing the best practices regarding privacy, security and regulatory compliance.
- Directed compliance projects on the implementation of the new IRS 403(b) regulations effective 1/1/2009 for ERISA & Non-ERISA based retirement annuity plans, account set-up and enrollment in web-based, self-directed accounts with MetLife, Travelers, TIAA-CREF, AXA, AIG, ING, Pacific Life and other insurance and annuity companies.
- Coordinated projects as liaison and advised department teams, including the Customer Call Center, New Business Relationships, Account Service Managers, Information Technology, Conversion, Implementation, Production, and Quality Control Group to ensure corporate objectives were met on the 200+ government tax-exempt retirement mutual fund and annuity insurance plans awarded to firm through the RFP process.

**ENTERPRISE IRON, Iselin, NJ (11/06-8/08)**

**Principal Consultant at TIAA-CREF, Charlotte, NC (11/06-2/08)**

- Mentor, trainer, and ERISA Subject Matter Expert to a team of 10 SunGard Omni-Plus consultants.
- Collaborated with team to reduce TIAA-CREF's premium ledger account exposure by nearly \$35 million to ensure corporate objectives and regulatory compliance in insurance annuities on government tax-exempt group retirement plans.

**SEALED WITH A KISS GIFT SHOP, Bethpage, NY (7/88-7/01, 3/06-11/06)**

**Assistant Manager, Senior Sales Associate, Sales Associate**

- Supervised and trained a team of 12 employees in sales, product placement, customer service, and loss prevention.
- Assisted owner in maintaining relationships and inventory levels with major suppliers such as American Greetings, Lenox fine porcelain, Swarovski Crystal, Enesco and other major product lines.
- Collaborated on advertisement and incentive programs and the creation of in-store promotional and seasonal exhibits.

**STRATEGIC WORKFORCE SOLUTIONS, New York, NY (7/05-1/06)**

**Financial Billing Analyst**

- Analyzed payments, monitored aging, and reported accounts receivable collections directly to Controller of recruiting firm.

**RESEARCH FOUNDATION OF THE CITY UNIVERSITY OF NEW YORK (2/03-7/05)**

**Assistant Project Administrator, Grants & Contracts (Budget Analyst)**

- Assisted manager with directing agency and campus relationships, the administration, compliance, budgetary and fiscal controls, semi-annual and annual expenditure reports, and the establishment and closeout of over 250 government-sponsored programs in excess total of \$100 million per year.
- Audited expenditures, identified policy violations, and promoted due diligence to avoid future risk and exposure to the funding of government programs administered by foundation.

**MELLON HR & INVESTOR SOLUTIONS, Uniondale, NY (7/96-5/02)**

**Defined Contribution Administrator (99-02), Reconciliation Specialist I/II (97-99), Defined Contribution Processor (96-97)**

- Directed SunGard Omni recordkeeping for assets under management of \$50 million on the middle market segment, responsible for client relations, trust administration, and plan document interpretation under IRS, ERISA, & DOL rules.
- Recognized for restoring data integrity, rebuilding client relations, improving customer satisfaction, and for huge reductions in financial exposure on a large multi-plan client.
- Reconciled 401(k), money purchase, profit sharing plan assets under management totaling over \$150 million using SunGard Omni, TSSG, and Custody Management Systems.
- Liaison for new business accounts, conversions and implementation, ADP/ACP and 415 testing, and 5500 filings.

**DREYFUS CORPORATION (BANK OF NY MELLON), New York, NY (3/95-7/96)**

**Mutual Fund Accountant**

- Prepared mutual fund audit reports, month-end closings, calculated daily NAV's, accruals, yields and dividend rates of mutual and bond funds.
- Awarded job relocation to human resources consulting division in July 1996.

(Continued)



**Educational Background:**

- Database Design and Management Certificate, MIDLANDS TECHNICAL COLLEGE, Columbia, SC
- B.B.A., Accounting, HOFSTRA UNIVERSITY, Hempstead, NY
- A.S., Business Administration, STATE UNIVERSITY OF NEW YORK, Farmingdale, NY

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

- Student Government Association, Appropriations Committee Alumni Member
- Accounting Society, Treasurer & Member - Alumni
- Phi Theta Kappa Honor Society, Alumni Member

**Volunteer Work:****COLUMBIA CITY BALLET, Columbia, SC (10/14-Present)****Performing Extra-Volunteer**

- Dance and act in productions of The Nutcracker, Sleeping Beauty, Swan Lake, Cleopatra, and Beauty & the Beast.

**DEPARTMENT OF JUVENILE JUSTICE, Columbia, SC (6/17-2/20)****Mentor-Volunteer**

- Meet weekly as a positive role model to a youth committed by the courts for rehabilitation.
- Assist coordinator on Saturdays with New Beginnings Life Skills program for young men seeking release/parole.

**SEXUAL TRAUMA SERVICES OF THE MIDLANDS, Columbia, SC (6/18-8/19)****Hospital/Crisis Hotline Advocate-Volunteer**

Aid and assist sexual assault survivors and loved ones after crises via a 24-hour hotline and during emergency hospital visits.

**WM. JENNINGS BRYAN DORN VETERANS AFFAIRS MEDICAL CENTER, Columbia, SC (4/18-10/18)****Patient Advocate-Volunteer**

- Assisted as liaison between hospital staff, veteran patients, and their loved ones from the waiting room, holding area, and post anesthesia care unit.
- Received award at annual appreciation luncheon for volunteering over 100 service hours.

**TRAVELERS INSURANCE, Columbia, SC (7/15-10/16)****Diversity Council Member**

- Chaired Travelers' inaugural and 2<sup>nd</sup> annual participation in Columbia's SC Pride Festival, supporting diversity and inclusion.
- Bestowed a \$1000 Travelers grant to the Columbia City Ballet for my volunteer hours during the 2015/2016 season.

**AFLAC GROUP INSURANCE, Columbia, SC (4/11-7/15)****Diversity Council Member**

- Chaired the inaugural Aflac-Goodwill donation drive, a top record weight donation by a corporation to the Goodwill.
- Chaired Aflac's inaugural speaker event featuring USC First Lady Patricia Moore-Pastides, author and health educator.
- Ran in two group 5k's sponsored by Aflac to support breast cancer awareness & the last Airport Runway Run.

**PALMETTO AIDS LIFE SUPPORT SERVICES, Columbia, SC (7/14-10/14)****Data Entry-Volunteer**

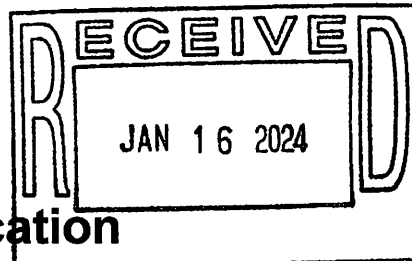
- Updated spreadsheet, tracking frequency of client HIV testing with the organization.

**SC PRIDE/HARRIET HANCOCK CENTER, Columbia, SC (10/09-12/11)****Fundraiser/Operations & Outreach Coordinator-Volunteer**

- Assisted LGBTQA visitors/callers with locating crisis and community resources within South Carolina.
- Fundraised over \$16,000 for the 2010 SC Pride Guide, an 80-page, full color magazine with statewide distribution, including surrounding metropolitan cities, Charlotte and Atlanta.

**Hobbies:**

Weight and aerobic training, beginner yoga, outdoor gardening, former competing beginner ballroom dancer



# City of Cayce Potential Member Application

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

**Date**  
1/16/2024

**Name**  
Sophia Chen

**Home Address**

**Phone**

**Email**

**Are you a resident of Cayce?**  
No

**Number of Years**  
0

**Do you have a business in Cayce?**  
Yes

**Number of Years**  
19

**Committee(s) for which you are applying**  
Cayce Housing Authority

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

**If yes, specify below:**

**Work Address**  
829 Knox Abbott Dr, Cayce, South Carolina 29033

**Phone**  
(803) 920-2645

**Email**  
sophiachenemilyzheng@gmail.com

**Work Experience**  
Restaurant

**Educational Background**  
College

**Membership Information (Professional, Neighborhood and/or Civic Organizations):**  
Owning the restaurant in Cayce

**Volunteer Work:**  
Accommodations Committee

**Hobbies**  
**Sports**

**For additional information please contact Mendy Corder at 803-550-9557 or email  
[mcorder@caycesc.gov](mailto:mcorder@caycesc.gov)**



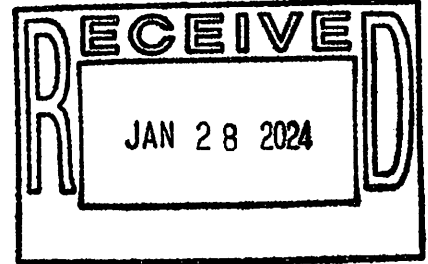
# City of Cayce Potential Member Application

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

**Date**  
1/28/2024

**Name**  
Kelly Wuest

**Home Address**  
Abbott Rd, Cayce 29033



**Phone**

**Email**

**Are you a resident of Cayce?**  
Yes

**Number of Years**  
9

**Do you have a business in Cayce?**  
No

**Number of Years**

**Committee(s) for which you are applying**  
Cayce Housing Authority

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

**If yes, specify below:**

**Work Address**  
Children's Trust of South Carolina, 1330 Lady St, Ste. 310, Columbia, South Carolina 29033

**Phone**  
(803) 744-4039

**Email**  
kwuest@scchildren.org

**Work Experience**  
Homeless No More  
Sexual Trauma Services  
University of South Carolina  
Florida State University

**Educational Background**  
M.Ed. from the University of South Carolina  
B.A. from Columbia College

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

Cayce Beautification Foundation

**Volunteer Work:**

Current:

Carolina Wreckingballs Roller Derby Team Fundraising Chair

Former:

Lexington County Poll Clerk

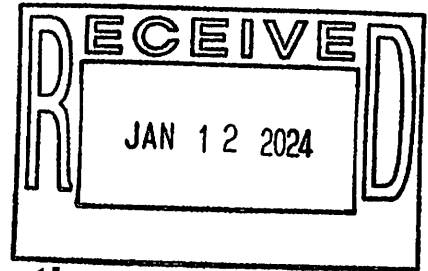
Carolina Wreckingballs Roller Derby Team trainer

Columbia QuadSquad Roller Derby Team board member

**Hobbies**

Weightlifting, cross stitching, traveling, being outdoors, reading, gaming, supporting good causes, spending time with friends, and sharing adventures with my husband.

**For additional information please contact Mendy Corder at 803-550-9557 or email [mcorder@caycesc.gov](mailto:mcorder@caycesc.gov)**



# City of Cayce Potential Member Application

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

**Date**  
1/12/2024

**Name**  
Ashley Hunter

**Home Address**  
Tufton Court, Cayce, South Carolina 29033

**Phone**

**Email**

**Are you a resident of Cayce?**  
Yes

**Number of Years**  
10

**Do you have a business in Cayce?**  
Yes

**Number of Years**  
3

**Committee(s) for which you are applying**  
Events Committee

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

**If yes, specify below:**

**Work Address**  
2025 State Street, Cayce, South Carolina 29033

**Phone**  
(803) 665-3676

**Email**  
ahunter@MPAstrategies.com

### Work Experience

Owner of MPA Strategies, a public relations firm, and State and Frink, an events venue, in the Cayce River Arts District. Specializing in graphic designer, web design and optimization, grant-writing, public relations, crisis communications, rebranding, and marketing.

MPA manages large scale events for clients; but play a promotional/advertising/marketing/design role for all City events.

10th year of serving as Cayce's Public Information Officer. Certified PIO for FBI, National Parks Service and FEMA. Former Municipal Association Lobbyist.

ASE graphic design winner in 2019 and 2020, Women of Influence, Top Consultant for PR by the

Lexington County Chronicle, Top 20 Under 40 by The State Newspaper, Top 50 National Businesswomen to Watch.

**Educational Background**

University of South Carolina Graduate, 2000, Bachelor of Arts

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

Former Chairman of the Board, Healing Families Foundation

Former Member of the Public Safety Foundation

ASE, Member

SCSAE, Member

AAF, Member

LEEDA, Advisory Committee Member

**Volunteer Work:**

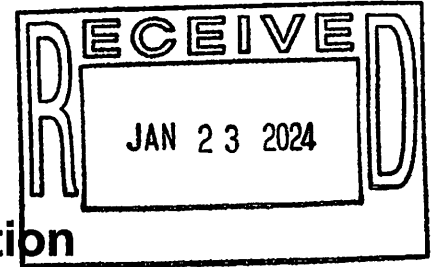
Guardian Ad Litem, Gray Collegiate, St. Pauls, Cayce UMC

**Hobbies**

unpaid Uber driver for my children's sports :)

reading, traveling and exploring small towns

**For additional information please contact Mendy Corder at 803-550-9557 or email [mcorder@caycesc.gov](mailto:mcorder@caycesc.gov)**



# City of Cayce Potential Member Application

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

**Date**

1/23/2024

**Name**

Jean Boiteau

**Home Address**

Holland Avenue, Cayce, South Carolina 29033

**Phone**

**Email**

**Are you a resident of Cayce?**

Yes

**Number of Years**

6

**Do you have a business in Cayce?**

No

**Number of Years**

**Committee(s) for which you are applying**

Events Committee

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

No

**If yes, specify below:**

**Work Address**

Springdale Elementary 361 Watling Road, West Columbia, South Carolina 29170

**Phone**

(843) 603-0092

**Email**

jeanboiteau@gmail.com

**Work Experience**

music teacher, arts coordinator, grant writer, musician, yoga instructor, mom of two

**Educational Background**

Masters in Education, USC

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

Cayce Avenues Neighborhood Association, Lex2 Advisory council

**Volunteer Work:**

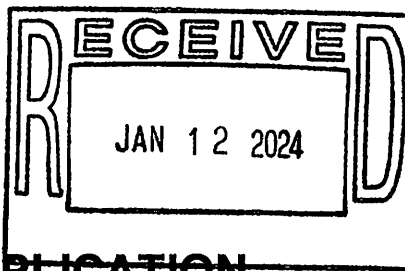
Avenues association



**Hobbies**

social media, photography, music, yoga, camping, outdoor recreation

**For additional information please contact Mendy Corder at 803-550-9557 or email  
[mcorder@caycesc.gov](mailto:mcorder@caycesc.gov)**



## CITY OF CAYCE POTENTIAL MEMBER APPLICATION

Name: Fletcher Smith Date 12 January 2024

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

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Resident of Cayce:  Yes  No Number of Years: Purchased Home Here Nov 2023

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

- Accommodations Tax Committee     Cayce Housing Authority     Events Committee  
 Consolidated Board of Appeals     Municipal Election Comm     Museum Commission  
 Planning Commission     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: SC Small Business Development Center Position: Business Consultant

Address: USC 1014 Greene Street City, State, Zip Columbia, SC 29208

Telephone: 864-363-0630 E-Mail: FLS@mailbox.sc.edu

**Work Experience:** Part Time Business Consultant for startup and active small businesses. Retired from a long career of consultative sales as a Director of Staples healthcare division

**Educational Background:** Bachelor of Accounting and Masters of Business Administration

Both degrees from the University of South Carolina in Columbia

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

Grant Professionals Assn

**Volunteer Work:** Recently handled admin duties for Good Samaritans for All People

**Hobbies:** Golf, Cooking, Genealogy Research

**Return to:**

**Mendy Corder, Municipal Clerk**

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

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



CITY OF CAYCE  
COMMITTEE MEMBER REAPPOINTMENT APPLICATION



Name: Charlita Earle

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

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

Resident of Cayce:  Yes  No Number of Years 26

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

- Accommodations Tax Committee     Beautification Foundation     Event Committee
- Cayce Housing Authority             Museum Commission             Planning Commission
- Consolidated Board of Appeals     Board of Zoning Appeals     Public Safety Foundation

**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: University of South Carolina Position Student Services Coordinator-FYE

Address: 1620 College St

City, State, Zip Columbia, SC 29208 Telephone: 803-777-2137

Fax: \_\_\_\_\_ E-Mail Cearle@email.sc.edu

**Work Experience:** Instructor-University 101 (USC), School Counselor-LHS, High School Counselor-ETS (TRiO Programs USC)

**Educational Background:** Ed.S Counselor Education, B.A. Afro-American Studies

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

**Volunteer Work:** Mt. Pleasant Baptist Church (Black History Committee, Seniors Committee, MPBC STRAT)  
Washington Family Club, Salvation Army Angel Tree, AHS Foundations Board, BC School Improvement Council

**Hobbies:** Reading and traveling

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