

City of Tega Cay, South Carolina

Regular City Council Meeting Agenda

*Tega Cay Glennon Center - Lower Level
15077 Molokai Drive, Tega Cay, SC*

7 p.m. Call to Order, Pledge of Allegiance and Moment of Silence

1. Special Presentation

1.a. Proclamation Thanking The Sponsors Of The Memorial Day 5K

Documents:

[1A PROCLAMATION - TCVA 5K 2019.PDF](#)

1.b. FY17-18 Audit

1.c. Marketing Update From Visit York County

2. Oath Of Office

2.a. Christoph Halverson, Economic Development Commission

3. Public Comments

4. Approval Of Minutes

4.a. Regular Council Meeting, May 20, 2019

Documents:

[4A1 DRAFT MINUTES 5.20.19.PDF](#)

5. Committee Reports

5.a. Tega Cay Forever Foundation

5.b. Planning Commission

6. New Business

6.a. Resolution Appointing Administrative Judge And Setting The Term Of Office

Documents:

[6A1 RESOLUTION ADMINISTRATIVE JUDGE.PDF](#)

[6A2 ADMINISTRATIVE JUDGE - CLERK OF COURT JOB DUTIES.PDF](#)

6.b. Introduction & 1st Reading Of An Ordinance To Provide For The Duke Energy Franchise Agreement

Documents:

6.c. Amendment To Municipal Public Defender Agreement

Documents:

[6C1 AMENDMENT MUNICIPAL PUBLIC DEFENDER AGREEMENT\(5-24-2019\).PDF](#)

6.d. Amendment To Regular October Council Meeting Date

6.e. Consideration Of ICMAtv Community Spotlight Commercial For Economic Development And Tourism

6.f. Consideration Of H-Tax Funds To Repair Lights At Lower Courts

7. City Manager's Report

8. Council Comments

9. Adjournment

City of
TEGA CAY, SOUTH CAROLINA

**PROCLAMATION FOR
2019 MEMORIAL DAY 5K SPONSORS**

WHEREAS, the Tega Cay Veterans Association is an active and important part of the City of Tega Cay; and

WHEREAS, each year the Tega Cay Veterans Association hosts a 5K Race to raise money for worthy causes; and

WHEREAS, the 5K Race would not be successful without the generosity and support of the area business who sponsor the event each year.

NOW, THEREFORE, BE IT PROCLAIMED, that the Mayor and City Council of the City of Tega Cay, do hereby show their gratitude and appreciation to each sponsor that helped the Tega Cay Veterans Association raise approximately \$6,000 for the 2019 Memorial Day 5K with the proceeds benefiting the Fisher House and Catawba Park.

Signed this 17th day of June, 2019.

David L. O'Neal, Mayor
City of Tega Cay, South Carolina



Regular City Council Meeting
Philip T. Glennon Center – Council Chambers
15077 Molokai Drive, Tega Cay, SC
Monday, May 20, 2019
7:00 p.m.

Councilmembers Present: Mayor David O’Neal, Mayor Pro Tem Heather Overman, Councilmembers Alicia Dasch, Gus Matchunis and Ryan Richard. A quorum was present.

Staff Present: Charlie Funderburk, City Manager; Lacey Armstrong, Marketing & Communications Mgr., Bob McCleave, City Attorney; Dora Perry, Human Resource Director; and Sylvia Szymanski, Municipal Clerk.

The Press was duly notified of the meeting.

Mayor O’Neal called the regular Council meeting to order at 7:00 p.m., led the Pledge of Allegiance and held a moment of silence.

Mayor O’Neal requested to change the agenda, without objection, to add 1A Resolution 2019-04 Resolution Declaring May 5-11, 2019 as Municipal Clerks’ Week.

ITEM 1 SPECIAL PRESENTATION

Mayor O’Neal presented Resolution 2019-04 Declaring May 5-11, 2019 as Municipal Clerk’s Week, announced May is National Building Safety Month, May 18-24 as National Safe Boating Week, proclaimed May 15 as Peace Officers’ Memorial Day, proclaimed May 4 as Firefighter Appreciation Day, proclaimed May 19-25 as Home Fire Sprinkler Week, and announced June 8, 2019 as National Croquet Day.

ITEM 2 PUBLIC COMMENTS

1. Trish Snyder of Silver Gull thanked Council for the pickleball courts.
2. Mike Becker of Calming Way noted his concerns with the erosion control measures at Trinity Pointe townhomes.

ITEM 3 APPROVAL OF MINUTES

There were no changes to the Regular Council Meeting minutes of April 15, 2019 and they were approved.

ITEM 4 COMMITTEE REPORTS

A. Tega Cay Forever Foundation

Mayor Pro Tem Overman noted the Veterans Memorial 5K takes place on May 26 and the proceeds benefit military personnel and Catawba Park. They discussed the Taste of York County which raised \$13,300 for All Play Together with over 350 people in attendance. She thanked the vendors, John Weinbrenner, Laura Saunders, and staff. Next year’s event will benefit Catawba Park.

ITEM 5 COMMITTEE APPOINTMENTS

- A. Christoph Halverson was nominated to be appointed to the Economic Development Commission.

MOTION

Mayor Pro Tem Overman motioned to appoint Christoph Halverson to the Economic Development Commission, seconded by Councilmember Richard and approved unanimously.

ITEM 6 UNFINISHED BUSINESS

- A. 2nd Reading of an Ordinance to Provide for Regulations for the Use of the Fort Mill River Access Area

PUBLIC COMMENTS

1. Brad Grishaber of Charlotte asked about customer parking.

MOTION

Councilmember Matchunis motioned to approve the 2nd Reading of an Ordinance to Provide for Regulations for the Use of the Fort Mill River Access Area, seconded by Mayor Pro Tem Overman and approved unanimously.

B. 2nd Reading of an Ordinance Approving the Sewer Easement for 4028 Windward Drive
Councilmember Richard recused himself from voting on this ordinance.

MOTION

Councilmember Dasch motioned to approve the 2nd Reading of an Ordinance providing for a Settlement Agreement for the Sewer Easement at 4028 Windward Drive and authorize the City Manager to execute all documents necessary to close, seconded by Mayor Pro Tem Overman and approved 4-0 with Councilmember Richard abstaining due to conflict of interest.

C. 2nd Reading of an Ordinance to Enter into Utility Asset Agreement, Emergency Water Connection Agreement, and Sewer Agreement with York County

MOTION

Mayor Pro Tem Overman motioned to approve the 2nd Reading of an Ordinance to Enter into a Utility Asset Agreement, Emergency Water Connection Agreement and a Sewer Agreement with York County and authorize the City Manager to execute all documents associated with said agreements, seconded by Councilmember Richard and approved unanimously.

ITEM 7 NEW BUSINESS

A. Resolution Approving the Employee Handbook

MOTION

Mayor Pro Tem Overman made a motion to approve the Resolution Adopting the City of Tega Cay Employee Handbook revised May 2019 contingent upon review by the City labor attorney, seconded by Councilmember Matchunis and approved unanimously.

B. Approval of Parks & Recreation Improvements Plan

MOTION

Mayor O'Neal motioned to approve the FY 2019 Parks & Recreation Improvements Plan and authorize the City Manager to allocate the necessary funds not to exceed \$78,500 from H-Tax revenues for these projects, seconded by all of Council simultaneously and approved unanimously.

C. Discussion of Tobacco Ban at all Workplaces and City-Owned Facilities

In 2015, the City enacted an ordinance restricting the use of smoked tobacco products at all parks and recreation facilities to designated areas. Consideration was made to amend the Code and expand the restriction to all tobacco products, vaping and e-cigarettes, or ban the aforementioned altogether at all City-owned facilities. Residents have 30 days to make any recommendations to Council.

ITEM 8 CITY MANAGER'S REPORT

City Manager Funderburk announced the Memorial Day 5K and 1-mile Family Fun Walk takes place on Sunday with proceeds going to Fisher House and Catawba Park. On May 27, veterans will host the Memorial Day Ceremony in Living Memorial Gardens. Beach & Swim Center Open House went well. The next concert is June 15 at Runde Park. The SCDNR funding for Windjammer Park needs approval from the York County Delegation, but once approved, the City would begin those projects during fall and winter. The Budget Workshop will take place on August 1 at 6pm.

ITEM 9 COUNCIL COMMENTS

Councilmember Richard had no comments.

Councilmember Dasch congratulated Planning and Development Manager Susan Britt on her retirement. She welcomed the Carolina Panthers to York County and invited them to visit the City of Tega Cay. She asked Council and the City Manager to consider following the criteria guidelines for GFOA budget presentation for the next budget.

Councilmember Matchunis congratulated Christoph Halverson to his appointment on the Economic Development Commission. He's excited about the park improvements. The majority of the improvements are being funded by a grant and not from city funds. Taste of York County was a great success and the City raised \$13,000 and hopefully that will double next year as we plan another Taste of York County. Those proceeds will all go to Catawba Park. He wished all a Happy Memorial Day and asked residents to be aware of boating safety.

Mayor Pro Tem Overman had no comments.

Mayor O'Neal commented that Taste of York went very well. The guest speaker on Memorial Day is Brigadier General Jones from the National Guard. He wished all a safe Memorial weekend.

**ITEM 10 EXECUTIVE SESSION
MOTION**

There being no further business, Mayor O'Neal motioned to enter into Executive Session, seconded by Councilmember Matchunis and approved unanimously.

Council entered into Executive Session at 8:04 p.m. and exited at 9:15 p.m. Only those items on the agenda were discussed and no votes were taken other than to return to open session.

**ITEM 11 ADJOURNMENT
MOTION**

There being no further business, Mayor O'Neal motioned to adjourn, seconded by Councilmember Matchunis and approved unanimously.

The meeting was adjourned at 9:15 p.m.

Respectfully Submitted,

[SEAL]

Katie Poulsen, Asst. City Manager/
Interim Municipal Clerk

APPROVED:

David L. O'Neal, Mayor

APPROVAL DATE: June 20, 2019

RESOLUTION 2019-05

A RESOLUTION TO APPOINT DONNA DERADO AS ADMINISTRATIVE JUDGE AND TO SET THE TERM OF OFFICE FOR THE POSITION OF ADMINISTRATIVE JUDGE

WHEREAS, Sections 30-1 and 30-2 of the City Code of Tega Cay provide for the establishment of a Municipal Court and the appointment of municipal judges; and

WHEREAS, the City desires to appoint the current Clerk of Court as an Administrative Judge to assist the Chief Municipal Judge in completing administrative court needs; and

WHEREAS, Mrs. DeRado shall complete all training programs and pass the certification examination prior to discharging her duties as Administrative Judge; and

WHEREAS, Section 30-2 of the City Code of Tega Cay provides for a four-year term for a Municipal Judge and the City desires the terms of office for the Administrative Judge to also be a four-year term aligning with the City's fiscal year.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Tega Cay, South Carolina, duly assembled, do here by appoint Donna DeRado as the City's Administrative Judge to serve a four-year term beginning October 1, 2019.

Signed this 17th day of June, 2019.

SIGNED:

CITY OF TEGA CAY

[SEAL]

David L. O'Neal, Mayor

Heather Overman, Mayor Pro Tem

Alicia Dasch, Councilmember

ATTEST:

Ryan Richard, Councilmember

Charlie Funderburk, City Manager

Gus Matchunis, Councilmember

Certificate of Adoption

I hereby certify that the foregoing is a true copy of the resolution passed at the regular meeting of the City Council of the City of Tega Cay, South Carolina, held on the 17th day of June, 2019.

*Katie Poulsen, Assistant City Manager
Interim Municipal Clerk*

CODE:
FLSA: NON-EXEMPT
GRADE:

**CITY OF TEGA CAY, SOUTH CAROLINA
JOB DESCRIPTION**

JOB TITLE: ADMINISTRATIVE JUDGE/CLERK OF COURT / COURT DEPARTMENT

GENERAL STATEMENT OF JOB

Under occasional supervision, provides responsible administrative, secretarial and clerical assistance to the Municipal Court, ensuring effective and efficient office operations. Work involves establishing and maintaining records and files, performing data entry, assisting citizens and officers, and preparing various reports and records as needed. Reports to the Assistant City Manager and Municipal Judge.

SPECIFIC DUTIES AND RESPONSIBILITIES

ESSENTIAL JOB FUNCTIONS

Provides administrative, secretarial and clerical support to the Police Department and Municipal Court, performing such duties as scheduling and coordinating meetings and appointments, researching and compiling data for reports, composing and/or preparing routine and confidential reports and correspondence, etc.

Perform Administrative Judge duties for offenses occurring within the City limits, i.e. issue arrest, bench, and search/seizure warrants on defendants for Municipal and General Sessions court, ensuring probable cause met: archival documentation; issuing notifications; citing case law; ordering voluntary statements; continuing trials; conducting bond hearings; provides preliminary hearing request, prepares jury and bench trial paperwork as necessary; providing information to parties. Serves on call to perform such duties as needed including, but not limited to nights, weekends and holidays.

Enters cases in court docket; attends court and records proceedings.

Schedules and coordinates jury trials; corresponds with attorneys; draws and types jury lists; prepares juror summonses and correspondence; reserves court room; handles juror payments.

Copies and forwards General Sessions court case folders to appropriate office/court.

Prepares Shmel orders for appeals.

Collects, records and receipts bonds and fine payments.

Processes tickets; issues ticket books and conducts annual ticket inventory.

Monitors and records all community service sentences.

Establishes and maintains filing systems.

ADMINISTRATIVE JUDGE/CLERK OF COURT / COURT DEPARTMENT

Orders and maintains inventory of department supplies.

Answers the telephone; provides accurate information to callers and/or forwards calls to appropriate personnel; takes messages as needed; greets and assists office visitors.

Performs other routine clerical work, including but not limited to copying and filing documents, sending and receiving faxes and e-mails, assembling materials, processing daily mail, maintaining lists and logs, etc.

Receives researches and responds to inquiries, requests for assistance and concerns from other City departments, agencies, organizations, professionals and the public; assists supervisors in coordinating department activities with those of other departments and agencies as appropriate.

Attends staff, committee and City meetings as required.

Receives and/or reviews various records and reports such as incident reports, accident reports, traffic reports, criminal histories, citations, complaints, case files, warrants, NRVCs, court documents and schedules, checks.

Prepares and/or processes various records and reports such as incident reports, accident reports, case records and reports, officer/court schedules, court documents, subpoenas, notices, court orders, dispositions, commitments, warrants, purchase orders, letters of correspondence, various other forms and records.

Refers to directories, policy and procedure manuals, codes/laws/regulations, publications and reference texts, etc.

Operates a variety of equipment such as copy machine, printer, fax machine, calculator, two-way radio, computer workstation, typewriter, etc.; uses a variety of general office supplies and a variety of computer data and word processing software.

Interacts and communicates with various groups and individuals such as the supervisor, co-workers, other City staff, other law enforcement agencies, attorneys, court personnel, state Court Administration personnel, insurance companies, social service agencies, complainants, plaintiffs, witnesses, victims and the public.

Attends training, meetings, seminars and/or workshops to enhance job knowledge and skills.

ESSENTIAL SAFETY FUNCTIONS

It is the responsibility of each employee to comply with established policies, procedures and safe work practices. Each employee must follow safety training and instructions provided by the City's Safety and Risk Manager. Each employee must also properly wear and maintain all personal protective equipment required for their job. Finally, each employee must immediately report any unsafe work practices or unsafe conditions as well as any on-the-job injuries or illnesses.

ADDITIONAL JOB FUNCTIONS

Performs related duties as required.

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MINIMUM TRAINING AND EXPERIENCE

Requires a technical college diploma in paralegal studies, secretarial science, business or related field supplemented by one to two years of related experience, or an equivalent combination of education, training and experience that provides the required knowledge, skills and abilities. Must be able to type 60 words per minutes with accuracy.

MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS

Physical Requirements: Must be physically able to operate a variety of automated office machines including computer, adding machine, copier, etc. Must be physically able to exert up to ten pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull, or otherwise move objects. Position involves standing for periods as well as sedentary work. May involve reaching and stooping. Must be able to lift and/or carry weights of up to twenty-five pounds.

Data Conception: Requires the ability to compare and/or judge the readily observable, functional, structural or compositional characteristics (whether similar to or divergent from obvious standards) of data, people or things.

Interpersonal Communication: Requires the ability of speaking and/or signaling people to convey or exchange information. Includes receiving of information and instructions from supervisor.

Language Ability: Requires the ability to read a variety of documents and reports. Requires the ability to prepare documents, and reports using proper format, punctuation, spelling and grammar. Requires the ability to communicate with co-workers, supervisors and the public, etc. with poise, voice control and confidence.

Intelligence: Requires the ability to apply principles of rational systems such as secretarial science in order to solve problems and deal with a variety of concrete variables in situations where only limited standardization exists; to interpret a variety of instructions furnished in written, oral, diagrammatic or schedule form.

Verbal Aptitude: Requires the ability to record and deliver information and to follow oral and written instructions.

Numerical Aptitude: Requires the ability to add and subtract totals, to multiply and divide, to determine percentages and decimals, to determine time. Must be able to use practical applications of fractions, percentages, ratio and proportion.

Form/Spatial Aptitude: Requires the ability to inspect items for proper length, width and shape, and visually read various information.

Motor Coordination: Requires the ability to coordinate hands and eyes rapidly and accurately in using automated office equipment and communications machinery.

Manual Dexterity: Requires the ability to handle a variety of items including computer

ADMINISTRATIVE JUDGE/CLERK OF COURT / COURT DEPARTMENT

keyboards, office equipment, control knobs, switches, etc. Must have minimal levels of eye/hand/foot coordination.

Color Discrimination and Visual Acuity: Requires the ability to differentiate colors and shades of color; requires the visual acuity to determine depth perception, peripheral vision, inspection for small parts; preparing and analyzing written or computer data, etc.

Interpersonal Temperament: Requires the ability to deal with people beyond giving and receiving instructions. Must be adaptable to performing under minimal stress when confronted with an emergency or tight deadline.

Physical Communication: Requires the ability to talk and hear: (talking expressing or exchanging ideas by means of spoken words; hearing: perceiving nature of sounds by ear).

PERFORMANCE INDICATORS

Knowledge of Job: Is knowledgeable in the methods, policies and procedures of the Department and City pertaining to specific duties of the Clerk of Court/Police Department. Is knowledgeable in the laws, ordinances, standards and regulations pertaining to the specific duties and responsibilities of the position. Has knowledge of the organization of the City and of related departments and agencies. Has the ability to comprehend, interpret and apply regulations, procedures and related information. Has excellent paralegal, secretarial, customer service and clerical skills. Has knowledge of the administrative functions of a law enforcement department and court department. Has knowledge of modern office practices and equipment. Has knowledge of and skill in the maintenance of efficient filing systems. Has knowledge of proper English usage, vocabulary, punctuation and spelling; has knowledge of basic mathematics. Is able to use computers for data processing and records management. Has knowledge of various police, legal and court documents associated with assigned activities and is able to prepare and/or process such documents in an accurate and timely manner. Is able to type accurately at a rate sufficient for the successful performance of assigned duties. Knows how to operate and maintain a variety of office equipment as necessary in the performance of daily activities. Is skilled in applying a responsible attention to detail as necessary in preparing reports and correspondence. Is able to read and interpret various materials pertaining to the responsibilities of the job. Is able to maintain confidentiality as required. Is able to take the initiative to complete the duties of the position without the need of direct supervision. Is able to use independent judgment in performing routine tasks. Has the ability to plan, organize and prioritize daily assignments and work activities. Is able to assist fellow employees as necessary. Has the ability to learn and utilize new skills and information to improve job performance and efficiency. Knows how to perform duties in a courteous manner and with the utmost integrity in the best interest of the public. Is capable of working under stressful conditions as required. Knows how to react calmly and quickly in emergencies.

Quality of Work: Maintains high standards of accuracy in exercising duties and responsibilities. Exercises immediate remedial action to correct any quality deficiencies that occur in areas of responsibility. Maintains high quality communication and interaction with internal and external entities with whom the position interacts.

Quantity of Work: Performs described Essential Functions and related assignments efficiently and effectively in order to produce quantity of work which consistently meets established standards and expectations.

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Dependability: Assumes responsibility for completing assigned work. Completes assigned work within deadlines in accordance with directives, policy, standards and prescribed procedures. Maintains accountability for assigned responsibilities in the technical, human and conceptual areas.

Attendance: Attends and remains at work regularly and adheres to policies and procedures regarding absenteeism and tardiness. Provides adequate notice to higher management with respect to vacation time and leave requests.

Initiative and Enthusiasm: Maintains an enthusiastic, self-reliant and self-starting approach to meet job responsibilities and accountabilities. Strives to anticipate work to be accomplished, and initiates proper and acceptable action for the completion of work with a minimum of supervision and instruction.

Judgment: Exercises analytical judgment in areas of responsibility. Identifies issues or situations as they occur and specifies decision objectives. Identifies or assists in identifying alternative solutions to issues or situations. Implements decisions in accordance with prescribed and effective policies and procedures and with a minimum of errors. Seeks expert or experienced advice where appropriate and researches issues, situations and alternatives before exercising judgment.

Cooperation: Accepts supervisory instruction and direction and strives to meet the goals and objectives of it. Questions such instruction and direction when clarification of results or consequences are justified, i.e., poor communications, variance with established policies or procedures, etc. Offers suggestions and recommendations to encourage and improve cooperation intra- and inter-departmentally.

Relationships with Others: Shares knowledge with managers, supervisors and co-workers for mutual benefit. Contributes to maintaining high morale among all employees. Develops and maintains cooperative and courteous relationships inter- and intra-departmentally, and with external entities with whom the position interacts. Tactfully and effectively handles requests, suggestions and complaints in order to established and maintain good will. Emphasizes the importance of maintaining a positive image.

Coordination of Work: Plans and organizes daily work routine. Establishes priorities for the completion of work in accordance with sound time-management methodology. Avoids duplication of effort. Estimates expected time of completion of work elements and establishes a personal schedule accordingly. Attends required meetings, planning sessions and discussions on time. Implements work activity in accordance with priorities and estimated schedules.

Safety and Housekeeping: Adheres to all established safety and housekeeping standards. Ensures such standards are not violated.

DISCLAIMER: This job description is not an employment agreement or contract. Management has the exclusive right to alter this job description at any time without notice.

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)
)
CITY OF TEGA CAY)

ORDINANCE _____

AN ORDINANCE GRANTING DUKE ENERGY CAROLINAS, LLC THE NON-EXCLUSIVE CONSENT TO CONSTRUCT, MAINTAIN AND OPERATE A TRANSMISSION AND DISTRIBUTION SYSTEM TO SUPPLY ELECTRICITY IN, OVER UPON THE PUBLIC RIGHTS-OF-WAY AND PUBLIC UTILITY EASEMENTS THROUGH THE CITY OF TEGA CAY

WHEREAS, Duke Energy Carolinas, LLC (hereinafter “Duke Energy”) has an existing service territory within the jurisdictional limits of the City of Tega Cay (hereinafter “the City”) as provided by the Public Service Commission of South Carolina; and

WHEREAS, Duke Energy and the City find it mutually beneficial to enter into a non-exclusive agreement, attached hereto and incorporated within, that allows Duke Energy to maintain and operate a transmission and distribution system to supply electricity to customers within the City’s boundaries in exchange for 5% of Duke Energy’s gross receipts collected from those same customers.

NOWHEREFORE, BE IT ORDAINED by the Mayor and the City Council of Tega Cay, duly assembled, do hereby approve and enter into the Municipal Service Agreement for the Provision of Electric Service, attached hereto and incorporated within, with Duke Energy and do authorize the City Manager to execute said Agreement.

FIRST READING: June 17, 2019

SECOND READING: _____, 2019

Enacted this _____ day of _____, 2019, by a majority vote of the duly elected City Council of the City of Tega Cay, South Carolina.

Signed this 17th day of June, 2019.

SIGNED:

CITY OF TEGA CAY

[SEAL]

David L. O’Neal, Mayor

Heather Overman, Mayor Pro Tem

Alicia Dasch, Councilmember

Ryan Richard, Councilmember

ATTEST:

Charlie Funderburk, City Manager

Gus Matchunis, Councilmember

Certificate of Adoption

I hereby certify that the foregoing is a true copy of the resolution passed at the regular meeting of the City Council of the City of Tega Cay, South Carolina, held on the 17th day of June, 2019.

Katie Poulsen, Asst. City Manager/ Interim Municipal Clerk

STATE OF SOUTH CAROLINA)
)
CITY OF TEGA CAY)

MUNICIPAL SERVICE AGREEMENT
FOR THE PROVISION OF ELECTRIC
SERVICE

THIS MUNICIPAL SERVICE AGREEMENT FOR THE PROVISION OF ELECTRIC SERVICE (this "Agreement"), made and entered into this the _ day of __ (the "Effective Date"), by and between **Duke Energy Carolinas, LLC**, a North Carolina limited liability company, duly domesticated in the State of South Carolina ("Company") and the City of Tega Cay, a municipality incorporated under the laws of the State of South Carolina (the "City").

For Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and the City agree as follows:

1. As a payment for the rights enumerated hereinafter for the term of this Agreement, Company will pay to the City, during the term of this Agreement, on or before the sixtieth (60th) day following the end of each calendar quarter, a sum of money equal to five percent (5%) of Company's gross electric receipts from the sale of electricity using approved electrical rates, derived by Company from within the corporate limits of the City, for the previous calendar quarter. If the first period of service is less than a full calendar quarter, Company shall make the gross receipts payment to the City for that part of the calendar quarter the Agreement was in effect.
2. During the term of this Agreement, the City reserves the right to adjust the fee upon a vote by the City Council and will provide one hundred twenty (120) calendar days' prior notice of such adjustment to Company.
3. The payment of the percentage of gross electric receipts as provided in Section 1 shall be in lieu of all occupation, license, gross receipts, excise, franchise and all other levies or taxes, however designated, and in full payment of all such money demands and charges on such accounts. The Company shall still pay ad valorem taxes on Company's property, and standard building permit fees in amounts established by the City through its ordinances, regulations and practices that are otherwise applicable.
4. The City hereby consents to Company's use of all public streets, avenues, alleyways, and public rights-of-way, however designated, for the provision of electric service to the City and its inhabitants and for the maintenance and operation of Company's facilities within the corporate limits, the City grants its consent to Company to construct and install, operate, maintain, renew, replace and repair its electrical distribution and transmission lines, poles, conduits, transformers, communications cables, and connections and services thereto, and to operate, maintain, renew, replace and repair any existing distribution and transmission lines, over, across, along and under the public streets, avenues, roads, alleys, and other public rights of the way in the City for the transmission, distribution, and sale of electricity and its own internal communications purposes, subject to the terms and conditions of this Agreement and any applicable municipal ordinances. PROVIDED, however, that no consent is granted hereby for the use of any public streets, avenues, roads, alleys, or other public rights of way in the City for the construction of any

transmission line unless that transmission line is specifically necessary for and will be used primarily as an integral part of the electric distribution system serving electricity within the corporate limits of the City, PROVIDED FURTHER, however, that in the case of any transmission line annexed into the City after the Effective Date of this Agreement, Company shall have the consent of the City to use the public streets, avenues, roads, alleys, or other public rights of way in the city for the continued maintenance and operation of such line. AND FURTHERMORE, that in the event of annexation of any territory into the City within which Company has filed with the Federal Energy Regulatory Commission or the Public Service Commission of South Carolina (the "Commission") for approval of the design, routing, siting, and construction of a transmission line not necessary for or intended to be used as an integral part of the electric system for provision of the electricity within the City limits and so long as Company agrees to minimize to the maximum extent possible any possible adverse impact within the City, and to perform the work in accordance with ordinances applicable to all other such construction and utility work within the City Limits, then no further consent of the City shall be necessary for the use of public streets, avenues, roads, alleys, or other public rights of way in that annexed territory for the construction, maintenance, and operation of that transmission line. The parties hereto may make additional contracts not in conflict with this Agreement for the furnishing of said electric energy in accordance with the state law, and under the rates and regulation of, or approval by, the Commission.

5. The Company's right to use public rights-of-way shall be non-exclusive. Should the City itself ever at any time construct, purchase, lease, acquire, own, hold, use, or operate a transmission or distribution system to supply electricity to itself or to others, or should the City grant to another provider of electric service the right to use public rights-of-way for the transmission or distribution of electricity, then all such occupants and users of the rights-of-way shall also be required to receive permission from the City for such occupancy and use and shall pay the same percentage fee on gross receipts as Company, so that Company will not be at a competitive disadvantage as a consequence of the fee required by this Agreement.
6. All work upon the streets and public rights-of-way of the City shall be done under the general supervision and in compliance with applicable ordinances of the City. All street pavement, sidewalks, curb, gutter, sewer, and storm drain facilities, and all appurtenances of any type which may be displaced by reason of such work shall be properly replaced and re-laid by Company to the reasonable satisfaction of the City. If the City or the State of South Carolina determines that it is necessary to reconstruct, widen, or relocate a road or other public right-of-way, the City may require Company at Company's sole expense to relocate its facilities then located in the public right-of-way to an acceptable alternate location within the public right-of-way, as reconstructed, widened, or relocated. If Company's equipment is located on a private property at the time relocation is required

by the City's reconstruction, widening, or relocation of the public right-of-way, then the City shall pay for the cost of the relocation of any Company equipment located on private property. This provision on expense allocation shall not require the City to pay for the expense of relocation of facilities located on private property when the right-of-way change is one requires by the State of South Carolina. Nor shall Company be obligated to incur expenses for the relocation of it facilities when the sole basis for relocation is the aesthetic preference of the City, unrelated to infrastructure improvement for public health and safety, or for project specific economic development.

7. In the event that Company's electric service shall be wholly or partially interrupted or suspended, or shall fail due to any cause reasonably beyond the control of Company and not due to its neglect, or in the event that Company shall deem it necessary to suspend said service for the purpose of inspecting its lines, substations, or other equipment, or making repairs or alterations thereto, Company shall not be obligated to provide said service during and such period of interruption, suspension, or failure, and shall not be liable for any damage or loss resulting therefrom.
8. It is expressly agreed that Company does not hereby contract to furnish power for pumping water for extinguishing fires. It is expressly agreed that Company shall not, in any event, be liable to the City for any loss or damage occasioned by fire which may result from the failure of Company to supply electric power to operate any pumping apparatus.
9. It is understood and agreed that this Agreement and all service rendered hereunder are subject to the Rules and Regulations of the Commission and the Service Requirements filed by Company with the Commission, as the same now exist, or any of them may be hereafter amended, modified, changed, or annulled in accordance with the laws and regulations thereto pertaining but only to the extent such rules and regulations may be applicable within municipal limits. All service rendered to the City by Company shall be in accordance with the Rate Schedules, Service Regulations, Underground Distribution Installation Plan, Municipal Overhead to Underground Conversion Plan, and underground plans and forms on file with the Commission.
10. Whenever Company owns real property which is outside the corporate limits of the City, but which becomes eligible for annexation under any procedure authorized by the general law of the state, then this Agreement shall constitute written consent by Company for the annexation of its eligible property.
11. The initial term of the Agreement shall be ten (10) years, with an effective date of July 1, 2019, and a termination date of June 30, 2029 (the "Initial Term"). Thereafter, this Agreement will automatically renew in for successive five-year (5-year) increments, unless either party provides the other with written notice of non-renewal at least one hundred eighty (180) days prior to the date of the next automatic renewal (each a "Renewal Term," and the Initial Term and any Renewal Term or Renewal Terms shall be

referred to collectively as the “Term”). Should such notice be given by either party, the parties agree to negotiate, in good faith, modifications to this Agreement. In any case this Agreement shall not be extended past June 30, 2034.

12. If the South Carolina General Assembly enacts legislation which deregulates or otherwise restructures the generation and distribution of retail electrical service in this state, then Company and the City agree to discuss modification to this Agreement. Failure to agree on modifications between one hundred eighty (180) and ninety (90) days of the effective date of the legislation, will entitle either Company or the City to terminate this Agreement with ninety (90) days written notice to the other party. Upon the termination or expiration of this Agreement, all sums due to the City which have accrued but which have not been paid, shall become due and payable within sixty (60) days of the last day of the month in which termination or expiration occurs.
13. Implementation of this Agreement and the application of its terms shall be made in good faith by the parties and in accord with such additional terms they may mutually agree to in writing for that purpose.
14. As of the Effective Date, all prior Agreements of any other type, however designated, which relate to the provision of electric service by Company to the City or which pertain to the use of public right-of-way within the City shall become null and void, except to the extent the provisions contained therein are separately renewed in this Agreement or in any collateral Agreement permitted by this Agreement.
15. Whenever this Agreement requires or permits that notice be given by one party to another, such notice shall be in writing and deemed given (a) when delivered in person to the other party; or (b) when deposited with either a nationally recognized courier or the U.S. Postal Service, addressed as follows:

City: City of Tega Cay
Attn: Charlie Funderburk
7725 Tega Cay Dr.
Tega Cay, SC 29708

Company: Duke Energy Carolinas, LLC
Attn: Richard Jiran
40 West Broad Street
Duke Energy Business Office
Greenville, SC 29601

With Copy to: Office of the General Counsel
Attn: Christopher King
550 S. Tryon Street, DEC45A
Charlotte, NC 28202

16. This Agreement shall be governed by the laws of the state of South Carolina without regard to the conflicts of law provisions therein.
17. This Agreement contains the complete understanding of the parties and shall supersede any prior and contemporaneous communications, agreements, and assurances related to the subject matter of this Agreement. Any modification of this Agreement must be agreed to in writing and signed by the parties.
18. The failure of Company in any one or more instances to insist upon compliance with any provision or covenant herein or to exercise any right or privilege herein shall not constitute or be construed as a waiver of such or any similar provision or covenant.

IN WITNESS WHEREOF, this Agreement has been duly executed by City and Company under seal as of the day and year first above written.

City:
City of Tega Cay (SEAL)

By: _____

Name: _____

Title: _____

Company:

DUKE ENERGY CAROLINAS, LLC (SEAL)
a North Carolina limited liability company

By: _____ (SEAL)

Name: Richard 'Rick' Jiran

Title: Vice President, Community Relations

STATE OF SOUTH CAROLINA)	AMENDMENT TO AGREEMENT TO
)	FUND MUNICIPAL COURT ATTORNEY
COUNTY OF YORK)	FOR 2019-2020 FISCAL YEAR
_____)	

This amendment amends the Agreement to Fund Municipal Court Attorney (Original Agreement), effective since October 1, 2015, by and among York County, the Sixteenth Circuit Public Defender (the Public Defender), and the following municipalities: the Town of Fort Mill, the Town of Clover, the City of York, and the City of Tega Cay (collectively, the Municipalities). This amendment amends the Original Agreement only to the extent stated below. The portions of the Original Agreement not affected by this amendment remain unchanged and effective.

RECITALS

1. In 2015, the State of South Carolina began requiring municipalities that operate summary courts for the adjudication of criminal cases to provide adequate funds for the representation of indigent defendants. The Municipalities and the City of Rock Hill entered into the Original Agreement governing the funding a municipal court attorney employed by the York County Public Defender’s Office.

2. Due to an increase in cases in the City of Rock Hill (the City) Municipal Court, the City agreed to fund a full time municipal court attorney beginning with fiscal year 2018-2019 and terminate the City’s obligation under the Original Agreement, which created a funding deficit for the municipal court attorney hired under the Original Agreement. York County covered the deficit for 2018-2019 with an understanding among the Public Defender, the Municipalities, and York County that the parties would amend the Original Agreement for the 2019-2020 fiscal year.

3. This contract amends the Funding Formula (Section 3) in the Original Agreement for the 2019-2020 fiscal year.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

AMENDMENT TO ORIGINAL AGREEMENT

I. **Amended Parties.** The parties agree that the City of Rock Hill terminated its obligations under the Original Agreement in the Agreement to Fund Rock Hill Municipal Court Attorney, effective July 18, 2018, and is no longer a party to the Original Agreement or any amendments to the Original Agreement, including this amendment.

II. **2019-2020 Funding Formula.**

a. For fiscal year 2019-2020, the parties agree the cost of the municipal court attorney position (the position), including the salary and benefits, totals \$73,652.19 for fiscal year 2019-2020.

b. The Municipalities agree to pay \$5,000 each toward the position, which comprises \$20,000 of the position funding.

c. The Municipalities agree to fund an additional \$33,652.19 of the position using the following funding mechanism. The Public Defender will first calculate the percentage of the total number of municipal cases generated by each municipality's court for the prior three calendar years. The Public Defender will calculate the amount owed by each municipality by multiplying each municipality's percentage by the total cost. Exhibit A attached to this agreement shows the calculations and amount owed by each municipality for the 2019-2020 fiscal year.

d. The Public Defender, with the consent of York County, agrees to allocate \$20,000 of Public Defender State Carry-Forward money to fully fund the position for the 2019-2020 fiscal year.

III. **Termination and Future Funding.** This amendment automatically terminates on October 1, 2020, and the parties agree to reevaluate the position, and if the parties agree to continue using the municipal court attorney, negotiate a future funding mechanism and finalize a new agreement before the 2020-2021 York County budget year begins on July 1, 2020.

This amendment may be executed in counterparts, each of which may be deemed an original, but all of which constitute one and the same agreement.

IN WITNESS WHEREOF, York County, the Public Defender, and the Municipalities executed this agreement that becomes effective October 1, 2019.

Town of Clover

By: _____

Its: _____

Date: _____

Witness: _____

City of York

By: _____

Its: _____

Date: _____

Witness: _____

City of Tega Cay

By: _____

Its: _____

Date: _____

Witness: _____

Town of Fort Mill

By: _____

Its: _____

Date: _____

Witness: _____

York County

Sixteenth Circuit Public Defender

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Witness: _____

Witness: _____