

City of Tega Cay, South Carolina

City Council Meeting Agenda *Tega Cay Glennon Center - Lower Level* *15077 Molokai Drive, Tega Cay, SC*

6:30 p.m. **Call to Order, Pledge of Allegiance and Moment of Silence**

1. Presentations & Reports

- 1.a. Proclamation Recognizing The Fort Mill High School Girls Cross Country Team As The 5A Division 2 State Champions

Documents:

[1A1 PROCLAMATION RECOGNIZING THE FORT MILL HIGH SCHOOL GIRLS CROSS COUNTRY TEAM AS 5A DIVISION 2 STATE CHAMPIONS.PDF](#)

- 1.b. Proclamation Recognizing The Fort Mill High School Boys Cross Country Team As The 5A Division 2 State Champions

Documents:

[1B1 PROCLAMATION RECOGNIZING THE FORT MILL HIGH SCHOOL BOYS CROSS COUNTRY TEAM AS 5A DIVISION 2 STATE CHAMPIONS.PDF](#)

- 1.c. Presentation By Pinnacle As It Relates To Memberships And Project Updates

- 1.d. City Manager's Report

2. Public Comments

3. Approval Of Minutes

- 3.a. January 5, 2026 Special Meeting

Documents:

[3A1 DRAFT MINUTES 01.05.PDF](#)

4. New Business

- 4.a. Consideration Of Awarding The Bid For Windjammer Shoreline Stabilization Project Phase 2

Documents:

[4A COVER CONSIDERATION OF AWARDING THE BID FOR THE WINDJAMMER SHORELINE STABILIZATION PROJECT PHASE 2.PDF](#)
[4A1 REQUEST FOR BIDS \(WINDJAMMER SHORELINE STABILIZATION PROJECT\) - PHASE 2.PDF](#)
[4A2 BID TABULATION FOR WINDJAMMER SHORELINE STABILIZATION](#)

PROJECT PHASE 2.PDF

4.b. Consideration Of Awarding The Bid For Lawn Maintenance Services

Documents:

4B COVER CONSIDERATION OF AWARDING THE BID FOR LAW
MAINTENANCE SERVICES.PDF
4B1 REQUEST FOR BIDS- LAWN MAINTENANCE SERVICES.PDF
4B2 BID TABULATION FOR LAWN MAINTENANCE SERVICES.PDF

4.c. Consideration Of The Introduction And 1st Reading Of An Ordinance To Adopt Chapter
54, Article V, Of The City's Code As It Relates To Private Wells

Documents:

4C COVER CONSIDERATION OF THE INTRO AND 1ST READING OF AN
ORD TO ADOPT CHAP 54, ARTICLE V OF THE CITY CODE AS IT RELATES
TO PRIVATE WELLS.PDF
4C1 AN ORDINANCE TO ADOPT CHAP 54, ARTICLE V OF THE CITY CODE
AS IT RELATES TO PRIVATE WELLS.PDF

5. Council Comments

6. Executive Session

6.a. Discussion Of Contractual Matters As It Relates To The Food & Beverage Agreement

6.b. Legal Advice As It Relates To 4067 Triton Drive

6.c. Legal Advice As It Relates To The City's Code Of Ordinances Section 50-97 (Ord. 581)
Abandoned Motor Vehicles, Trailers, Watercraft And Campers.

6.d. Discussion Of Contractual Matters As It Relates To The Cell Tower

7. Adjournment

?



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PROCLAMATION RECOGNIZING THE FORT MILL HIGH SCHOOL GIRLS CROSS COUNTRY TEAM AS 5A DIVISION 2 STATE CHAMPIONS

WHEREAS, the Fort Mill High School Girls Cross Country Team earned the South Carolina High School League 5A Division II State Championship, achieving their third consecutive state title and demonstrating sustained athletic excellence.

WHEREAS, the Yellow Jackets dominated the State Championship with a team score of 38 points, finishing 36 points ahead of second-place Greenville, and displaying remarkable depth and teamwork as their top five runners finished within the top sixteen overall.

WHEREAS, Marlee Cook led the team with an impressive second-place finish in a time of 19:07.78, followed by Lauren Allen in fourth place (19:13.16) and Alivia Cleveland in sixth place (19:17.10), reflecting the strength, balance, and competitiveness of the team; and

WHEREAS, Head Coach Lee Whitaker was named the South Carolina Track and Cross-Country Coaches Association 5A Division II Girls Cross Country Coach of the Year, an honor recognizing his leadership, commitment, and guidance in directing the Fort Mill High School Girls Cross Country Team to a historic third consecutive state championship season.

NOW, THEREFORE BE IT PROCLAIMED, we, the City Council of Tega Cay, do hereby recognize and commend the Fort Mill High School Girls Cross Country Team for their achievement as the South Carolina High School League 5A Division II State Champions, celebrating their historic third consecutive state title; and

BE IT FURTHER PROCLAIMED, that the City Council extends its sincere congratulations to the student athletes and coaching staff for their dedication and success, and offers special recognition to Head Coach Lee Whitaker for his distinguished leadership and his selection as the SCTCCA 5A Division II Girls Cross Country Coach of the Year.

Dated the 26th day of January 2025.

Carmen Miller, Mayor
City of Tega Cay, South Carolina



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PROCLAMATION RECOGNIZING THE FORT MILL HIGH SCHOOL BOYS CROSS COUNTRY TEAM AS 5A DIVISION 2 STATE CHAMPIONS

WHEREAS, the Fort Mill High School Boys Cross Country Team captured the South Carolina High School League 5A Division II State Championship, earning their second consecutive state title through exceptional dedication, preparation, and teamwork.

WHEREAS, on November 15th, 2025, the Yellow Jackets secured the championship with a dominant performance, scoring 48 points and placing four runners in the top ten, decisively outperforming second-place Chapin.

WHEREAS, Finn Leckrone led the team with an outstanding second-place finish in a time of 15:51.34, followed closely by Connor Demmerle in 4th place at 16:05.11 and Owen Ware in 5th place at 16:10.25.

WHEREAS, Hudson Haley contributed to the team's success with a strong 7th place finish, crossing the finish line at 16:17.03, exemplifying the depth and excellence of the program.

WHEREAS, Head Coach Lee Whitaker was named the South Carolina Track and Cross-Country Coaches Association 5A Division II Boys Cross Country Coach of the Year, an honor recognizing his leadership, commitment, and guidance in directing the Fort Mill High School Boys Cross Country Team; and

WHEREAS, the City Council and the City of Tega Cay commend each student athlete for their outstanding achievements and dedication and recognize the coaching staff for their exemplary leadership and commitment to the Yellow Jackets and Fort Mill High School.

NOW, THEREFORE BE IT PROCLAIMED, we, the City Council of the City of Tega Cay, proudly congratulate and recognize the coaching staff and the Fort Mill High School Boys Cross Country Team for their remarkable accomplishment in earning their second title as 5A Division II South Carolina State Champions.

Dated the 26th day of January 2026



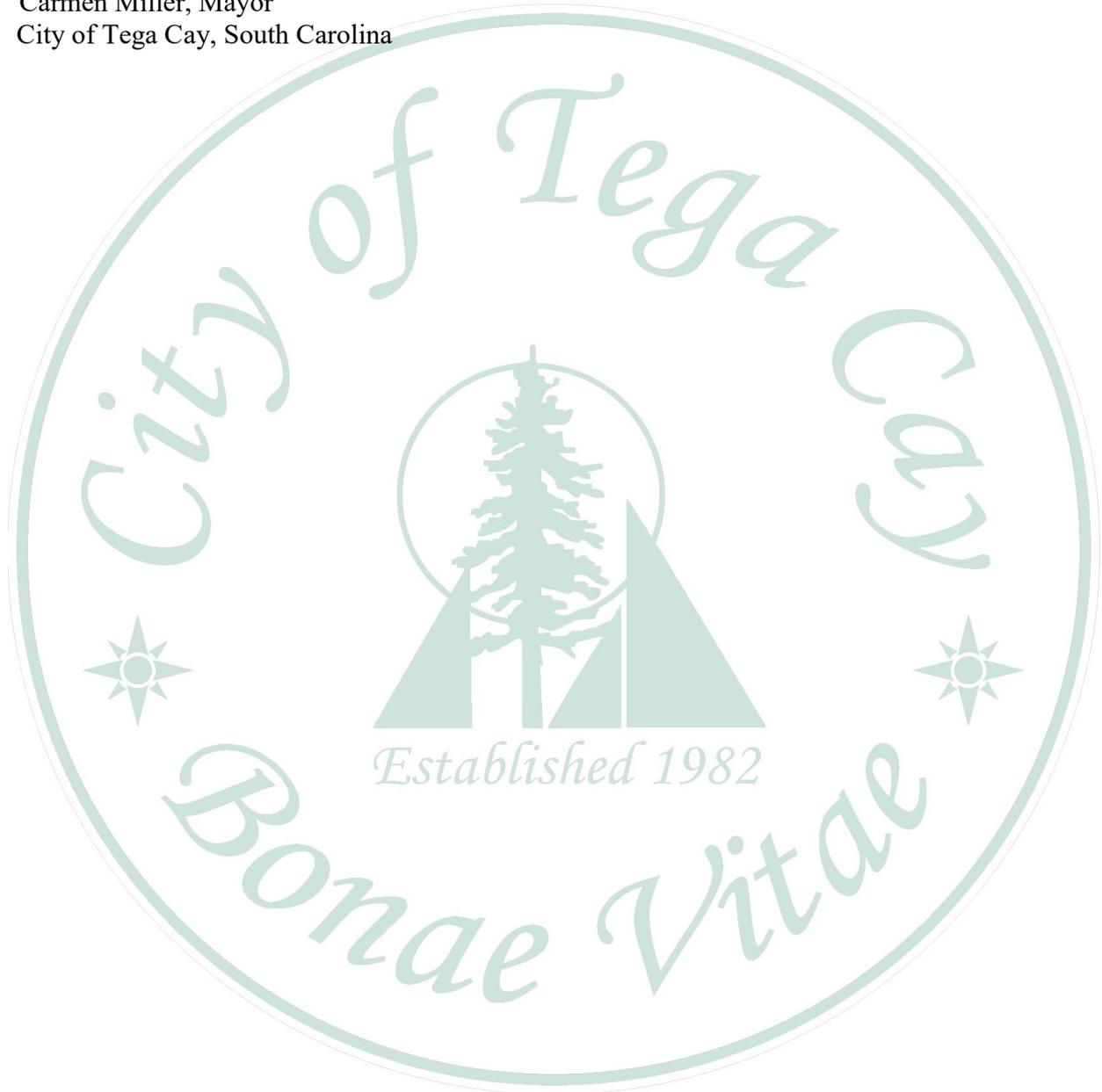
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Carmen Miller, Mayor
City of Tega Cay, South Carolina





**Special City Council Meeting
Monday January 5, 2026**

Philip T. Glennon Center – Council Chambers 15077
Molokai Drive, Tega Cay, SC

Councilmembers Present: Mayor Chris Gray, Mayor Pro Tempore Carmen Miller, Councilmember Scott G. Shirley and Councilmember Thomas S. Hyslip. A quorum was present.

Councilmembers Absent: Councilmember Brian D. Carter

Councilmembers Sworn-In: Councilmember Heather Jones

Staff Present: Charlie Funderburk, City Manager; Joey Blethen, Deputy City Manager; Chief Joey Crosby, Police Department Chief; Chief Glyn Hasty, Fire Department Chief; Dustin Overton, Parks and Recreation Director; Janet Broome, IT Director; Tim Gillette, Operations Director; Dora Perry, Human Resources Director; Gretchen Kelly, Social Media & Information Specialist; Antonio Maturo, Utilities Director; Nick Cauthen, Development Services Director; Chaplin Spencer, Municipal Attorney; and Casey O'Brien, Municipal Clerk.

The public and media were duly notified of the date, time, and place of the meeting.

Mayor Gray called the Regular City Council meeting to order at 6:30 P.M., led the Pledge of Allegiance and held a moment of silence.

ITEM 1 APPROVAL OF MINUTES

A. December 15, 2025, Regular City Council Meeting

MOTION

Councilmember Shirley motioned to approve the minutes of the December 15, 2025, Regular City Council Meeting, seconded by Councilmember Hyslip and approved unanimously.

ITEM 2 OATH OF OFFICE

A. Carmen Miller, Mayor

Carmen Miller was sworn in by Chief Municipal Judge Kebra Simpson to serve as the City's Mayor from January 5, 2026 to January 5, 2030.

B. Thomas S. Hyslip, Councilmember

Thomas S. Hyslip was sworn in by Chief Municipal Judge Kebra Simpson to serve as a City Councilmember from January 5, 2026 to January 5, 2030.

C. Heather Jones, Councilmember

Heather Jones was sworn in by Chief Municipal Judge Kebra Simpson to serve as a City Councilmember from January 5, 2026 to January 5, 2030.

ITEM 3 ELECTION OF MAYOR PRO TEMPORE

MOTION

Councilmember Jones motioned to nominate Councilmember Thomas S. Hyslip as Mayor Pro Tempore, seconded by Mayor Miller and approved unanimously.

ITEM 4 APPROVAL OF 2026 REGULAR COUNCIL MEETING SCHEDULE

Councilmember Hyslip motioned to approval the 2026 Regular Council meeting schedule as presented, seconded by Councilmember Jones and approved unanimously.

ITEM 5 COUNCIL COMMENTS

Mayor Pro Tem Hyslip commented thanking all who attended and expressed gratitude for being able to serve another four years. Mayor Pro Tem Hyslip congratulated Councilwoman Heather Jones.

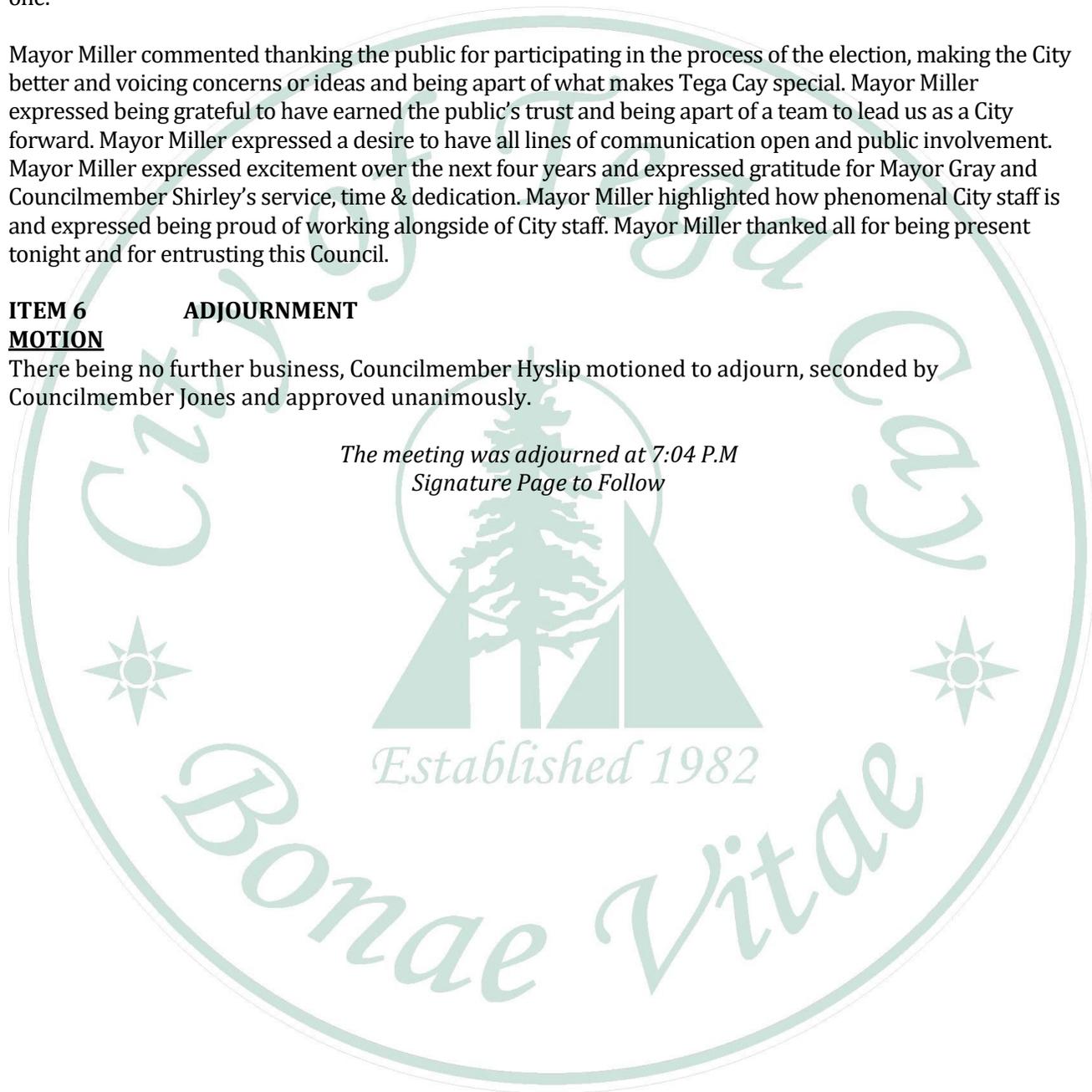
Councilmember Jones commented thanking Mayor Gray & Councilmember Shirley for their service to the City and thanked all for her support and those who ran during the general election. Councilmember Jones expressed hope to live up to the honor of being elected and thanked her husband for his support. Councilmember Jones thanked City staff and expressed excitement over being able to be apart of the next one.

Mayor Miller commented thanking the public for participating in the process of the election, making the City better and voicing concerns or ideas and being apart of what makes Tega Cay special. Mayor Miller expressed being grateful to have earned the public's trust and being apart of a team to lead us as a City forward. Mayor Miller expressed a desire to have all lines of communication open and public involvement. Mayor Miller expressed excitement over the next four years and expressed gratitude for Mayor Gray and Councilmember Shirley's service, time & dedication. Mayor Miller highlighted how phenomenal City staff is and expressed being proud of working alongside of City staff. Mayor Miller thanked all for being present tonight and for entrusting this Council.

ITEM 6 ADJOURNMENT
MOTION

There being no further business, Councilmember Hyslip motioned to adjourn, seconded by Councilmember Jones and approved unanimously.

The meeting was adjourned at 7:04 P.M
Signature Page to Follow



Respectfully Submitted

[SEAL]

Casey O'Brien, Municipal Clerk

APPROVED:

Mayor Carmen Miller

APPROVAL DATE: February 23, 2026



4a

NEW BUSINESS

Consideration of Awarding a Bid for the Windjammer Shoreline Stabilization Project Phase 2

INTRODUCTION TO AGENDA ITEM:

In accordance with the City's Procurement Code, bids were solicited for this project. This item is before Council to consider awarding that bid.

POTENTIAL MOTION:

Motion to award the bid for Windjammer Shoreline Stabilization Project to Lake Wylie Dock Construction LLC in an amount not to exceed \$90,000 and authorize the City Manager to issue the notice to proceed.

STAFF RESOURCE FOR DISCUSSION:

Dustin Overton | Parks & Recreation Director



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BID OVERVIEW

DATE: November 10th, 2025

DESCRIPTION OF WORK: WINDJAMMER SHORELINE STABILIZATION PROJECT
(PHASE 2)

ISSUING AGENCY: City of Tega Cay
7725 Tega Cay Dr.
Tega Cay, SC 29708

LOCATION OF SERVICE: WINDJAMMER PARK
8999 Windjammer Dr.
Tega Cay, SC 29708

CONTACT PERSON: Dustin Overton
Email: Doverton@tegacaysc.gov

The City of Tega Cay reserves the right without prejudice to reject, in whole or in part, any and all bids received, to waive all technicalities, or to negotiate any term(s) or provision(s) of such bids. Such rejection, waiver, or negotiation shall be accomplished in any manner necessary to serve the best interest of the City. It also reserves the right to be the sole judge of the suitability of any and all bids for use by the City.

The City of Tega Cay reserves the right to reject or otherwise disregard, in whole or in part, any ambiguous bids or bids which are uncertain as to terms, delivery, quantity of compliance with specifications.

BID PURPOSE AND DESCRIPTION

The City of Tega Cay is accepting sealed bids for shoreline stabilization of Windjammer Park (Phase 2). The objective of this Request for Bid (RFB) is to provide information to enable Bidders to submit written bids for the Windjammer Park Shoreline Stabilization (Phase 2) project. Bidders must submit (2) two sealed hard copies and (1) one electronic copy of their bids. Bids must be received by the City of Tega Cay at their administrative office located at 7725 Tega Cay Drive, Tega Cay, SC 29708 by **2:00 PM EST on Thursday, January 8th, 2026**. Qualifications received after this date and time shall be returned unopened.



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SCOPE OF SERVICES

- Procure necessary materials, equipment, labor, permits, etc. to complete shoreline stabilization at Windjammer Park
- Shoreline Stabilization would include the use of Rip Rap along approximately 525ft of shoreline with approximately 325 tons of Rip Rap. Area of service pictured below.
- Shoreline stabilization (Rip Rap) shall be installed by boat from Lake Wylie. Access to Windjammer Park will be limited. No heavy equipment or installation will be allowed at the park.



BID SUBMISSION SPECIFICATIONS AND REQUIREMENTS

1. Bids should be as thorough and detailed as possible so that the City may properly evaluate your capabilities to provide the required goods/services. Bidders are required to submit the following items as a complete Bid:
 - a. The return of the addenda, if any, signed and filled out as required.



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- b. Detailed cost statement for entirety of project
 - c. Bid alternates for products, material, or work not described in the Scope of Work
 - d. Bid submissions must also include a proposed start date and an estimated number of days to substantially complete the project.
 - e. Copies of current licenses.
 - f. Performance Bond and/or Payment Bond may be required if the conditions in Sections “Performance Bond Requirements” and/or “Payment Bond Requirements” are applicable. The Offeror is required to furnish a performance bond covering faithful and satisfactory performance of the work contracted in an amount not less than one hundred percent (100%) of the Contract Amount. All bonds shall be issued by companies authorized to transact business in the State of South Carolina.
 - g. Insurance: The successful Offeror must provide a statement indicating that they are able to procure and maintain, without interruption and on an occurrence basis, public liability insurance. The insurance coverage shall name the City, its elected officials, office, agents and employees as additional insured and shall be primary as to any overlapping coverage carried by the City. The successful Offeror shall not be liable for mechanical failure or equipment damage resulting from faulty construction not performed by or on behalf of the successful Offeror or from hydrostatic pressure.
2. Ownership of all data, materials and documentation originated and prepared for the City pursuant to the RFB shall belong exclusively to the City and be subject to public inspection in accordance with the South Carolina Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the South Carolina Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342 F of the Code of South Carolina, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or material to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire bid document, line-item prices and/or total bid prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the bid.

Offerors must submit two (2) hard copies and one (1) electronic copy of their bid. Bids shall be sealed and labeled Windjammer Shoreline Stabilization Project (Phase 2). Bids can be mailed, or hand delivered to the City of Tega Cay (7725 Tega Cay Dr.). All bids must be received by no later than **2:00 PM EST, January 8th, 2026.**



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All questions pertaining to this request for bid must be submitted in writing by emailing doverton@tegacaysc.gov no later than 5:00 PM (EST) on December 19th, 2025. Only written questions will be considered formal.

EVALUATION CRITERIA AND SELECTION PROCEDURE

The City shall have sole discretion in evaluating qualifications. The City reserves the right to select the qualifications that it may determine to be in the best interest of the City. The City also reserves the right to reject any and all qualifications, including that of the selected firm if satisfactory contract negotiations cannot be concluded.

****The City of Tega Cay pays SC Sales Taxes in the amount of 7%. However, the City is exempt from Federal Excise Taxes and will issue exemption certificates, if requested. INCLUDE ALL APPLICABLE TAXES IN YOUR LUMP-SUM BID COSTS.**

GENERAL TERMS AND CONDITIONS

1. RECEIPT AND OPENING OF SEALED BIDS:

- a. Sealed Bids will be received and opened as specified in this request for bid document.
- b. The City will consider as non-responsive any bid not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any and all bids. Any bids may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered.

2. PREPARATION OF BID:

- a. All bids will be evaluated in accordance with the instructions and criteria in this document. Any bid not providing sufficient information and documentation to comply with the RFB Evaluation requirements will be considered non-responsive and removed from further consideration.
- b. A bid shall be made in the official name of the firm or individual under which business is conducted (showing the official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the bid.
- c. All information shall be typewritten.
- d. Two (2) hard copies and one (1) electronic copy submitted in a sealed envelope. The submitted responder is required to have printed on the envelope or wrapping containing their bid: responder business name and address and the bid title. If forwarded by mail, the sealed envelope containing the bid must be enclosed in the outer envelope. The City shall not be responsible for unidentified bids.
- e. Responders mailing their bid must allow a sufficient mail delivery period to insure timely receipt of their bid. The City is not responsible for bids delayed by mail and/or



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- delivery services of any nature. It is the responder's sole responsibility to ensure that all documents are received by person (or office) at the time indicated in the bid document. No facsimile or email submissions will be accepted.
- f. Responders must clearly mark as "Confidential" each part of their offer which they consider proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 as amended (Freedom of Information Act). If any part is designated as "confidential", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the City or his agents for its determination in this regard.
 - g. Each responder shall acknowledge receipt of all addenda by its submission of a bid. It shall be each responder's responsibility to assure that all addenda have been received. Addenda, if any, will be posted on the RFP/Bid page of the City's website. No claim for failure to receive addenda will be considered.
3. RESPONDER QUALIFICATIONS:
To be acceptable to the City, responders must be skilled and/or licensed, if applicable, in the class of work on which they respond, and no bid will be considered from any responder who is unable to show that he has actually performed considerable work of similar character to that on which he is responding.
4. EXECUTION OF CONTRACT:
The responder to whom an award is made shall deliver to the City a Certificate of Insurance, listing the City of Tega Cay as additional insured, prior to execution of the contract.
5. TERM OF CONTRACT AND CONTRACT DOCUMENTS:
a. The contract documents that will form the contract shall include:
i. The Complete Request for Bids
ii. All Addenda
iii. The Successful Responder's Submitted Bid Document
iv. Notice of Award (Verbal or Written)
v. Executed Contract
vi. Insurance Certification
b. Bids submitted must be in a form suitable for incorporation, verbatim, into the contract.
c. No written contract may be assigned, sublet, or transferred without the written consent of the City Manager.
6. INSURANCE:
The successful responder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the responder, their agents, representatives, or subcontractors. Proof of coverage as contained herein shall be submitted within ten (10) days



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after the City has provided a verbal notice of award and such coverage shall be maintained by the Responder for the duration of the contract period.

- a. Worker's Compensation – Limits as required by the Workers' Compensation Act of SC, Employers Liability, \$1,000,000.
 - b. General Liability insurance in the amount of \$1,000,000.00.
 - c. Punitive damage coverage for liability insurance.
 - d. Professional liability insurance in the amount of \$1,000,000.00.
 - e. Coverage Provisions
 - i. All deductibles or self-insured retention shall appear on the certificate.
 - ii. City of Tega Cay shall be listed as additional insured. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
 - iii. The responder's insurance shall be primary over any applicable insurance or self-insurance maintained by the City.
 - iv. Shall provide thirty (30) days written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
 - v. All coverage for subcontractors of the responder shall be subject to all of the requirements stated herein.
 - vi. All deductibles or self-insured retention shall appear on the certificate and shall be subject to approval by the City. At the option of the City, either the insurer shall reduce or eliminate the deductible or self-insured retention; or the responder shall be required to procure a bond guaranteeing payment of losses and related claims expense.
 - vii. Failure to comply with any reporting provisions of the policy shall not affect coverage provided the City, its officers/officials, agents, employees and volunteers.
 - viii. The insurer shall agree to waive all rights of subrogation against the City, its officers/officials, agents, employees or volunteers for any act, omission, or condition of premises which the parties may be held liable by reason of negligence.
 - ix. The responder shall furnish the City certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certified coverage must be attached.
7. **RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK:**
The City reserves the right to increase or decrease the amount of work under the Contract at the unit prices quoted in the bid received from the successful responder (if applicable).



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8. LAW AND REGULATIONS:

The responder's attention is directed to the fact that all applicable Federal, State and Local laws, statutes, ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract and the project throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

9. METHOD OF AWARD:

- a. Contracts will be awarded to the responder whose bid appears to serve the best interest of the City. The successful responder will be determined as prescribed herein this document.
- b. The City reserves the right to accept or reject, in whole, in part, together or separately, any and all responses as appears in its sole judgment to be in the best interests of the City, or to waive any and all technicalities and informalities in determining the action of each bid.

10. OBLIGATION OF RESPONDER:

At the time of the opening of bids, each responder will be presumed to have inspected the site, if applicable, and to have read and to be thoroughly familiar with the Documents (including all addenda). The failure or omission of any responder to examine any form, instruction or document shall in no way relieve any responder from any obligation in respect to this request for bid.

VENDOR AGREEMENTS

1. STATEMENT OF RIGHTS:

The City reserves the right to obtain clarification or additional information necessary to properly evaluate a bid. Vendors may be asked to give a verbal presentation of their bid after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's bid. The City reserves the right to accept or reject any and all bids, in whole or in part, separately or together, with or without cause; to waive technicalities in submissions, to secure a project that is deemed to be in the best interest of the City. The City also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the City.

2. GENERAL TERMS:

Each responder by submitting a response to the City as a result of this RFB, agrees to and acknowledges its acceptance of and agreement with the procedures outlined below and the terms, conditions and requirements of the applicable the City RFB document. Agreement is evident by the submission of a response to the City. If a vendor cannot agree to these terms, or violates these procedures, the response will be judged non-responsive and not considered. If the procedures are violated during the evaluation process or prior to the issuance of a contract by the City, the offer of the firm in question will be void and the City will procure the goods/services in question from other eligible vendors.



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3. SPECIFIC TERMS:

- a. Any deviation from specifications in the bid solicitation must be clearly pointed out; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the successful responder will be held responsible, therefore. Unless otherwise stated, it is understood and agreed that any item offered or shipped on this bid shall be new and suitable for storage or shipment, and that prices include standard commercial packaging and handling.
- b. Any attempt by a vendor to influence the opinion of the City staff, or City Council, by discussion, promotion, advertising or any procedure to promote their offer, will constitute grounds to judge such an offer non-responsive. All offers presented to the City will be evaluated based on the current City Code and the offer as presented to the City on the date/time specified in the given solicitation.
- c. The City reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- d. All vendors are informed that the City Manager may exercise the City's option to extend the contract and/or purchase order under the provisions of City Code should such extension be mutually agreeable between the City and the selected vendor.
- e. The Responder agrees to secure at Responder's own expense all personnel necessary to carry out Responder's obligations under this Bid. Such personnel shall not be deemed to be employees of the City nor shall they or any of them have or is deemed to have any direct contractual relationship with the City. The City shall not be responsible for withholding taxes with respect to the Responder's compensation hereunder. Responder shall not hold himself out as an employee of the City and shall have no power or authority to bind or obligate the City in any manner, except City shall make payment to Responder for services as herein provided. Responder shall obtain and maintain all licenses and permits required by law for performance of this contract by him. The Responder shall have no claim against the City hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. State or Federal governments, including but not limited to Social Security, workmen's compensation, Employment Security, sales or use tax and any other taxes and licenses or insurance premiums required by law. The City shall pay no employee benefits or insurance premiums of any kind to or for the benefit of Responder or his employees, agents, and servants by reason of this contract.
- f. The responder will act in an independent capacity and not as officers or employees of the City. The vendor shall indemnify, defend and hold harmless the City, its officers, agents and employees from liability and any claims, suits, judgments, and damages of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act



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- or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents, or employees.
- g. The successful vendor shall indemnify and hold harmless the City, its officers, agents and employees from all suits or claims of any character resulting from patent, trademark or copyright infringement or accidents/injury at any point in the delivery of goods/services.
 - h. It is the responsibility of the prospective responder to review the entire request for bids packet and to notify the City Manager's Office if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or responding procedures must be received by the City Manager's Office not less than five (5) days prior to the time set for bid opening. These requirements also apply to specifications or instructions that are ambiguous.
 - i. Should any vendor fail to perform or comply with any provision or terms and conditions of any documents referenced and made part hereof, the City may terminate this contract, in whole or in part, and may consider such failure or non-compliance a breach/default of contract. The City reserves the right to purchase any/all items or service in default on the open market. By submittal of a response, all vendors agree to this provision. No additional responses will be considered from a firm in default until the default expenses are paid. No principals of a defaulting firm may submit a response under another organization or individual name until their previous default is settled.
 - j. The City may terminate this agreement with or without cause at any time. In the event of termination by either party, uncontested fees due for services satisfactorily performed or goods accepted prior to the termination shall be paid.
 - k. Submit two (2) hard copies and one (1) electronic copy of your response.
 - l. All submittals become the property of the City.
 - m. All bids (and supporting documents) will be retained by the City for a period of one hundred twenty (120) days from the date the bids are opened after the opening hour commences.
 - n. S.C. LAW CLAUSE: Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful responder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed bid, the responder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.



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PAYMENT AND PERFORMANCE BONDS

A Payment and Performance Bonds may be required to be submitted to the City by the Contractor once the bid has been awarded and before work may begin.

Payment Bonds encompass the prime Contractor's obligation to pay subcontractor and others for material and labor used in the project. A Payment Bond guarantees that the Contractor will pay certain bills for labor and materials (including those from subcontractors and suppliers), which are associated with the subject contract. The Payment Bond requirement helps assure that the Contractor provides suitable evidence of its financial condition and ability to complete the project without financial difficulty.

The Performance Bond ensures that the project will be completed even if the prime Contractor defaults or abandons the project. A Performance Bond guarantees contract performance by the Contractor, according to the contract specifications, terms and conditions. The Performance Bond requirement helps assure that the Contractor provides suitable evidence of its financial condition and ability to complete the project without financial difficulty.

Bid Opening Procedure

This process is pursuant to State and local purchasing and bidding standards. The City is not awarding a contract at this time. We are simply opening the bids and reading them publicly.

COMPANY	BID AMOUNT
Lake Wylie Dock Construction, LLC	\$ 90,000

The apparent low bidder is Lake Wylie Dock Construction, LLC. The City will review all bids in detail and contact the lowest qualified bidder in the attempt to negotiate contract terms.

If the City is unable to reach terms with the lowest qualified bidder the City reserves the right to attempt to reach contract terms with the next lowest qualified bidder.

As always the City reserves its right to reject or modify all bids.

Date: 1/9/26

Time: 10:40am



(City Staff)



(City Staff)

The people that attend the bid opening should also sign:

4b

NEW BUSINESS

Consideration of Awarding a Bid for Lawn Maintenance Services

EXECUTIVE SUMMARY:

In accordance with the City's Procurement Code, bids were solicited for this project. This item is before Council to consider awarding that bid.

POTENTIAL MOTION:

Motion to award the bid for Lawn Maintenance Services to _____ in an amount not to exceed \$_____ and authorize the City Manager to issue the notice to proceed.

STAFF RESOURCE FOR DISCUSSION:

Dustin Overton | Parks & Recreation Director

Established 1982

Bonae Vitae



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BID OVERVIEW

DATE: November 21st, 2025

DESCRIPTION OF WORK: City of Tega Cay Lawn Maintenance Services

ISSUING AGENCY: City of Tega Cay
7725 Tega Cay Dr.
Tega Cay, SC 29708

LOCATION OF SERVICE: Various City Owned Locations

CONTACT PERSON: Scott Cook, Grounds Superintendent
803-548-3787
scook@tegacaysc.gov

The City of Tega Cay reserves the right without prejudice to reject, in whole or in part, any and all proposals received, to waive all technicalities, or to negotiate any term(s) or provision(s) of such proposals. Such rejection, waiver, or negotiation shall be accomplished in any manner necessary to serve the best interest of the City. It also reserves the right to be the sole judge of the suitability of any and all proposals for use by the City.

The City of Tega Cay reserves the right to reject or otherwise disregard, in whole or in part, any ambiguous proposals or proposals which are uncertain as to terms, delivery, quantity of compliance with specifications.

BID PURPOSE AND DESCRIPTION

The City of Tega Cay is accepting sealed bids from qualified Bidders to manage the mowing of multiple City owned locations. The objective of this Request for Bid (RFB) is to provide information to enable Bidders to submit written bids for City Lawn Maintenance Services. Bidders must submit (2) two sealed hard copies of their bids. Bids must be received by the City of Tega Cay at their administrative office located at 7725 Tega Cay Drive, Tega Cay, SC 29708 by **2:00 PM EST, January 22nd, 2026**. Bids received after this date and time shall be returned unopened.

SCOPE OF SERVICES

All bids must be made on the basis of and meet or exceed the requirements contained herein. The successful Offeror must be able to provide lawn maintenance services to include the following locations:



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1. Areas to be mowed:
 - a. Stonecrest Boulevard Median from 160 to Dam Rd.
 - b. Dulaney Dr (Stonecrest Blvd to Amber Meadows Way)
 - c. Hubert Graham Way (Including Traffic Circle)
 - d. Tega Cay Drive Median to include In-Bound & Out-Bound Sides
 - e. Windward Dr Median to include In-Bound & Out-Bound Sides
 - f. Windsong Bay Lane Greenspace
 - g. City Hall
 - h. Police Department
 - i. Public Works Building
 - j. Parks & Recreation Building
 - k. Living Memorial Garden
 - l. Anchorage Monument
 - m. Topsail/Anchorage Green Space
 - n. Fountain Area
 - o. Beach & Swim Center
 - p. Catawba Park to include (4) detention ponds, drainage ditches, and outer edges of multi-purpose fields (Appendix 1)
 - q. Fort Mill River Access Area (Appendix 2)
2. Litter and other undesirable debris will be removed prior to mowing operations.
3. Mowing and line trimming to occur 30 times for areas (A-P) per growing season every seven days, or as weather conditions dictate in order to maintain neat and attractive appearance.
4. Mowing and line trimming to occur 20 times for area (Q) per growing season every seven days beginning the last week of April, or as weather conditions dictate in order to maintain neat and attractive appearance.
5. Finishing mowing heights to be 3" to 3.5" throughout growing season at areas (A-O) and 2.5" at areas (P & Q).
6. Edging of sidewalks, curbs and other paved areas during every visit in identified areas to be mowed.
7. Debris from mowing and edging to be removed from identified areas to be mowed.
8. Tree and shrub beds listed in the areas to be mowed will be maintained free of weeds by means of hand weeding as well as use of both pre and post emergent herbicides. Weeding activities to occur every visit.



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BID SUBMISSION SPECIFICATIONS AND REQUIREMENTS

1. Bids should be as thorough and detailed as possible so that the City may properly evaluate your capabilities to provide the required goods/services. Bidders are required to submit the following items as a complete Bid:
 - a. The return of the addenda, if any, signed and filled out as required.
 - b. Detailed cost statement of lawn maintenance services sorted by year over a three-year period.
 - c. Bid submissions must also include a proposed weekly schedule of services, and a narrative of equipment and staff being used to complete services.
 - d. Copies of current licenses.
 - e. Performance Bond and/or Payment Bond may be required if the conditions in Sections “Performance Bond Requirements” and/or “Payment Bond Requirements” are applicable. The Offeror is required to furnish a performance bond covering faithful and satisfactory performance of the work contracted in an amount not less than one hundred percent (100%) of the Contract Amount. All bonds shall be issued by companies authorized to transact business in the State of South Carolina.
 - f. Insurance: The successful Offeror must provide a statement indicating that they are able to procure and maintain, without interruption and on an occurrence basis, public liability insurance. The insurance coverage shall name the City, its elected officials, office, agents and employees as additional insured and shall be primary as to any overlapping coverage carried by the City. The successful Offeror shall not be liable for mechanical failure or equipment damage resulting from faulty construction not performed by or on behalf of the successful Offeror or from hydrostatic pressure.

Ownership of all data, materials and documentation originated and prepared for the City pursuant to the RFB shall belong exclusively to the City and be subject to public inspection in accordance with the South Carolina Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the South Carolina Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342 F of the Code of South Carolina, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or material to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire bid document, line-item prices and/or total bid prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the bid. Offerors must submit two (2) hard copies of the bid. Bids shall be sealed and labeled City of Tega Cay Lawn Maintenance Services. Bids can be mailed, or hand delivered to the City of Tega Cay (7725 Tega Cay Dr.). All bids must be received by no later than **2:00 PM EST, January 22nd, 2026.**



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All questions or site visits pertaining to this request for bid must be submitted in writing by emailing scook@tegacaysc.gov no later than 5:00 PM (EST) on January 15th, 2026. Only written questions will be considered formal.

EVALUATION CRITERIA AND SELECTION PROCEDURE

The City shall have sole discretion in evaluating qualifications. The City reserves the right to select the qualifications that it may determine to be in the best interest of the City. The City also reserves the right to reject any and all qualifications, including that of the selected firm if satisfactory contract negotiations cannot be concluded.

****The City of Tega Cay pays SC Sales Taxes in the amount of 7%. However, the City is exempt from Federal Excise Taxes and will issue exemption certificates, if requested. INCLUDE ALL APPLICABLE TAXES IN YOUR LUMP-SUM BID COSTS.**

GENERAL TERMS AND CONDITIONS

1. RECEIPT AND OPENING OF SEALED BIDS:
 - a. Sealed Bids will be received and opened as specified in this request for bid document.
 - b. The City will consider as non-responsive any bid not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any and all bids. Any bids may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered.
2. PREPARATION OF BID:
 - a. All bids will be evaluated in accordance with the instructions and criteria in this document. Any bid not providing sufficient information and documentation to comply with the RFB Evaluation requirements will be considered non-responsive and removed from further consideration.
 - b. A bid shall be made in the official name of the firm or individual under which business is conducted (showing the official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the bid.
 - c. All information shall be typewritten.
 - d. Two (2) hard copies submitted in a sealed envelope. The submitted responder is required to have printed on the envelope or wrapping containing their bid: responder business name and address and the bid title. If forwarded by mail, the sealed envelope containing the bid must be enclosed in the outer envelope. The City shall not be responsible for unidentified bids.



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- e. Responders mailing their bid must allow a sufficient mail delivery period to insure timely receipt of their bid. The City is not responsible for bids delayed by mail and/or delivery services of any nature. It is the responder's sole responsibility to ensure that all documents are received by person (or office) at the time indicated in the bid document. No facsimile or email submissions will be accepted.
 - f. Responders must clearly mark as "Confidential" each part of their offer which they consider proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 as amended (Freedom of Information Act). If any part is designated as "confidential", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the City or his agents for its determination in this regard.
 - g. Each responder shall acknowledge receipt of all addenda by its submission of a bid. It shall be each responder's responsibility to assure that all addenda have been received. Addenda, if any, will be posted on the RFP/Bid page of the City's website. No claim for failure to receive addenda will be considered.
3. RESPONDER QUALIFICATIONS:
To be acceptable to the City, responders must be skilled and/or licensed, if applicable, in the class of work on which they respond, and no bid will be considered from any responder who is unable to show that he has actually performed considerable work of similar character to that on which he is responding.
4. EXECUTION OF CONTRACT:
The responder to whom an award is made shall deliver to the City a Certificate of Insurance, listing the City of Tega Cay as additional insured, prior to execution of the contract.
5. TERM OF CONTRACT AND CONTRACT DOCUMENTS:
- a. The contract documents that will form the contract shall include:
 - i. The Complete Request for Bids
 - ii. All Addenda
 - iii. The Successful Responder's Submitted Bid Document
 - iv. Notice of Award (Verbal or Written)
 - v. Executed Contract
 - vi. Insurance Certification
 - b. Bids submitted must be in a form suitable for incorporation, verbatim, into the contract.
 - c. No written contract may be assigned, sublet, or transferred without the written consent of the City Manager.
6. INSURANCE:
The successful responder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the



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work performed on behalf of the City by the responder, their agents, representatives, or subcontractors. Proof of coverage as contained herein shall be submitted within ten (10) days after the City has provided a verbal notice of award and such coverage shall be maintained by the Responder for the duration of the contract period.

- a. Worker's Compensation – Limits as required by the Workers' Compensation Act of SC, Employers Liability, \$1,000,000.
- b. General Liability insurance in the amount of \$1,000,000.00.
- c. Punitive damage coverage for liability insurance.
- d. Professional liability insurance in the amount of \$1,000,000.00.
- e. Coverage Provisions
 - i. All deductibles or self-insured retention shall appear on the certificate.
 - ii. City of Tega Cay shall be listed as additional insured. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
 - iii. The responder's insurance shall be primary over any applicable insurance or self-insurance maintained by the City.
 - iv. Shall provide thirty (30) days written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
 - v. All coverage for subcontractors of the responder shall be subject to all of the requirements stated herein.
 - vi. All deductibles or self-insured retention shall appear on the certificate and shall be subject to approval by the City. At the option of the City, either the insurer shall reduce or eliminate the deductible or self-insured retention; or the responder shall be required to procure a bond guaranteeing payment of losses and related claims expense.
 - vii. Failure to comply with any reporting provisions of the policy shall not affect coverage provided the City, its officers/officials, agents, employees and volunteers.
 - viii. The insurer shall agree to waive all rights of subrogation against the City, its officers/officials, agents, employees or volunteers for any act, omission, or condition of premises which the parties may be held liable by reason of negligence.
 - ix. The responder shall furnish the City certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certified coverage must be attached.



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7. RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK:

The City reserves the right to increase or decrease the amount of work under the Contract at the unit prices quoted in the bid received from the successful responder (if applicable).

8. LAW AND REGULATIONS:

The responder's attention is directed to the fact that all applicable Federal, State and Local laws, statutes, ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract and the project throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

9. METHOD OF AWARD:

- a. Contracts will be awarded to the responder whose bid appears to serve the best interest of the City. The successful responder will be determined as prescribed herein this document.
- b. The City reserves the right to accept or reject, in whole, in part, together or separately, any and all responses as appears in its sole judgment to be in the best interests of the City, or to waive any and all technicalities and informalities in determining the action of each bid.

10. OBLIGATION OF RESPONDER:

At the time of the opening of bids, each responder will be presumed to have inspected the site, if applicable, and to have read and to be thoroughly familiar with the Documents (including all addenda). The failure or omission of any responder to examine any form, instruction or document shall in no way relieve any responder from any obligation in respect to this request for bid.

VENDOR AGREEMENTS

1. STATEMENT OF RIGHTS:

The City reserves the right to obtain clarification or additional information necessary to properly evaluate a bid. Vendors may be asked to give a verbal presentation of their bid after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's bid. The City reserves the right to accept or reject any and all bids, in whole or in part, separately or together, with or without cause; to waive technicalities in submissions, to secure a project that is deemed to be in the best interest of the City. The City also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the City.

2. GENERAL TERMS:

Each responder by submitting a response to the City as a result of this RFB, agrees to and acknowledges its acceptance of and agreement with the procedures outlined below and the terms, conditions and requirements of the applicable the City RFB document. Agreement is evident by the submission of a response to the City. If a vendor cannot agree to these terms, or violates these procedures, the response will be judged non-responsive and not considered.



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If the procedures are violated during the evaluation process or prior to the issuance of a contract by the City, the offer of the firm in question will be void and the City will procure the goods/services in question from other eligible vendors.

3. SPECIFIC TERMS:

- a. Any deviation from specifications in the bid solicitation must be clearly pointed out; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the successful responder will be held responsible, therefore. Unless otherwise stated, it is understood and agreed that any item offered or shipped on this bid shall be new and suitable for storage or shipment, and that prices include standard commercial packaging and handling.
- b. Any attempt by a vendor to influence the opinion of the City staff, or City Council, by discussion, promotion, advertising or any procedure to promote their offer, will constitute grounds to judge such an offer non-responsive. All offers presented to the City will be evaluated based on the current City Code and the offer as presented to the City on the date/time specified in the given solicitation.
- c. The City reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- d. All vendors are informed that the City Manager may exercise the City's option to extend the contract and/or purchase order under the provisions of City Code should such extension be mutually agreeable between the City and the selected vendor.
- e. The Responder agrees to secure at Responder's own expense all personnel necessary to carry out Responder's obligations under this Bid. Such personnel shall not be deemed to be employees of the City nor shall they or any of them have or is deemed to have any direct contractual relationship with the City. The City shall not be responsible for withholding taxes with respect to the Responder's compensation hereunder. Responder shall not hold himself out as an employee of the City and shall have no power or authority to bind or obligate the City in any manner, except City shall make payment to Responder for services as herein provided. Responder shall obtain and maintain all licenses and permits required by law for performance of this contract by him. The Responder shall have no claim against the City hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. State or Federal governments, including but not limited to Social Security, workmen's compensation, Employment Security, sales or use tax and any other taxes and licenses or insurance premiums required by law. The City shall pay no employee benefits or insurance premiums of any kind to or for the benefit of Responder or his employees, agents, and servants by reason of this contract.



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- f. The responder will act in an independent capacity and not as officers or employees of the City. The vendor shall indemnify, defend and hold harmless the City, its officers, agents and employees from liability and any claims, suits, judgments, and damages of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents, or employees.
- g. The successful vendor shall indemnify and hold harmless the City, its officers, agents and employees from all suits or claims of any character resulting from patent, trademark or copyright infringement or accidents/injury at any point in the delivery of goods/services.
- h. It is the responsibility of the prospective responder to review the entire request for bids packet and to notify the City Manager's Office if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or responding procedures must be received by the City Manager's Office not less than five (5) days prior to the time set for bid opening. These requirements also apply to specifications or instructions that are ambiguous.
- i. Should any vendor fail to perform or comply with any provision or terms and conditions of any documents referenced and made part hereof, the City may terminate this contract, in whole or in part, and may consider such failure or non-compliance a breach/default of contract. The City reserves the right to purchase any/all items or service in default on the open market. By submittal of a response, all vendors agree to this provision. No additional responses will be considered from a firm in default until the default expenses are paid. No principals of a defaulting firm may submit a response under another organization or individual name until their previous default is settled.
- j. The City may terminate this agreement with or without cause at any time. In the event of termination by either party, uncontested fees due for services satisfactorily performed or goods accepted prior to the termination shall be paid.
- k. Submit two (2) hard copies of your response.
 - l. All submittals become the property of the City.
- m. All bids (and supporting documents) will be retained by the City for a period of one hundred twenty (120) days from the date the bids are opened after the opening hour commences.
- n. S.C. LAW CLAUSE: Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful responder from requirements that it be



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authorized and/or licensed to do business in this state, by submission of this signed bid, the responder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

PAYMENT AND PERFORMANCE BONDS

A Payment and Performance Bonds may be required to be submitted to the City by the Contractor once the bid has been awarded and before work may begin.

Payment Bonds encompass the prime Contractor's obligation to pay subcontractor and others for material and labor used in the project. A Payment Bond guarantees that the Contractor will pay certain bills for labor and materials (including those from subcontractors and suppliers), which are associated with the subject contract. The Payment Bond requirement helps assure that the Contractor provides suitable evidence of its financial condition and ability to complete the project without financial difficulty.

The Performance Bond ensures that the project will be completed even if the prime Contractor defaults or abandons the project. A Performance Bond guarantees contract performance by the Contractor, according to the contract specifications, terms and conditions. The Performance Bond requirement helps assure that the Contractor provides suitable evidence of its financial condition and ability to complete the project without financial difficulty.



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Appendix 1

Mow & Trim Areas Highlighted in Red





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Appendix 2

Mow & Trim Areas Highlighted in Yellow



Bid Opening Procedure

This process is pursuant to State and local purchasing and bidding standards. The City is not awarding a contract at this time. We are simply opening the bids and reading them publicly.

COMPANY	BID AMOUNT
Property Main. of Carolinas	\$64,950
Brightview	\$112,101.50
Southern Shade Tree Co.	\$64,800
Truesdale Lawn Service, Inc.	\$80,500
The Lawn Guys	\$61,749

The apparent low bidder is The Lawn Guys. The City will review all bids in detail and contact the lowest qualified bidder in the attempt to negotiate contract terms.

If the City is unable to reach terms with the lowest qualified bidder the City reserves the right to attempt to reach contract terms with the next lowest qualified bidder.

As always the City reserves its right to reject or modify all bids.

Date: 1/22/26

Time: 2:20pm



(City Staff)



(City Staff)

The people that attend the bid opening should also sign:

4c

NEW BUSINESS

Consideration of the Introduction and 1st Reading of an Ordinance to Adopt Chapter 54, Article V, of the City's Code as it relates to Private Wells

EXECUTIVE SUMMARY:

TCUD is requesting this ordinance to prohibit private wells from being utilized where City water service is available. The amendment to the code allows the department to continue to protect the public water system from potential contamination and ensure the system remains safe and reliable.

POTENTIAL MOTION:

Motion to approve the Introduction and 1st Reading of an Ordinance to Adopt Chapter 54, Article V, of the City's Code as it relates to Private Wells

STAFF RESOURCE FOR DISCUSSION:

Antonio Maturo | Utilities Director
Chaplin Spencer | Municipal Attorney

STATE OF SOUTH CAROLINA)
)
 COUNTY OF YORK) **ORDINANCE** ____
)
 CITY OF TEGA CAY)

AN ORDINANCE TO ADOPT CHAPTER 54, ARTICLE V OF THE CITY’S CODE AS IT RELATES TO THE INSTALLATION, CONSTRUCTION, AND USE OF PRIVATE WELLS

WHEREAS, the City of Tega Cay desires to continuously provide safe, reliable, and regulated water and sewer services to its residents and properties within the city limits.

WHEREAS, private wells are not subject to the EPA’s National Primary Drinking Water Regulations, leaving them vulnerable to contamination.

WHEREAS, the installation of private wells in areas served by the City increases the risk of cross-connection, backflow, and contamination of the City’s treated water supply, in turn threatening compliance with state and federal drinking water and environmental regulations.

WHEREAS, allowing private wells where City services are available undermines the City’s investment in water infrastructure, reduces utility revenue needed for maintenance and expansion, and may contribute to groundwater depletion; and

WHEREAS, the City Council of the City of Tega Cay finds it necessary to regulate and prohibit private wells in areas served by the City water system to protect public health, ensure environmental integrity, and maintain compliance with state and federal regulations.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Tega Cay, duly assembled, do hereby adopt Chapter 54, Article V, with the following:

ARTICLE V. – PRIVATE WELLS

Sec. 54-23. – Definitions.

- *Municipal water and sewer services* means the public water distribution and wastewater collection systems operated by the City of Tega Cay, including all areas where such services are available for connection or are provided under a service agreement.
- *Private well* means any piping, excavation, borehole, or driven point constructed for the purpose of extracting groundwater for domestic, irrigation, or any other use, including individual residential wells regulated under SCDES Regulation R.61-44.
- *Available* means that municipal services can be extended to a property at standard connection fees without extraordinary infrastructure costs, as determined by the City Manager or designee, typically within 200 feet of existing mains.

Sec. 54-24. – Connection Requirements and Variances.

- a) All improved properties shall be connected to Municipal water and sewer services unless a temporary variance is granted.
- b) A temporary variance may be granted by the City Manager, or his/her designee, upon written application demonstrating that municipal services are unavailable due to geographic or infrastructural constraints.
- c) Any variance must comply fully with SCDES permitting (R.61-44), and include certified backflow prevention to reduce cross-contamination risk.
- d) Any private well approved under a variance must be decommissioned and connected to municipal services within 90 days of availability, at the property owner’s expense.
- e) No variance shall be granted if the well poses a risk of contamination, groundwater depletion, or interference with the municipal system, as determined by the City Manager, or if a hydrogeological assessment shows risk of adverse impacts. Without limiting the foregoing, no variance shall allow any connection to the Municipal water or sewer system.

Sec. 54-25. – Prohibitions.

- a) Except as set forth herein, it shall be unlawful to install, construct, drill, maintain, or use a private well on any property within the City of Tega Cay where City water and sewer services are available or provided.
- b) No cross-connection, interconnection, or backflow arrangement between a private well and the City’s water system shall be permitted, regardless of the presence of a backflow prevention device
- c) No private intake, pump, or withdrawal system utilizing surface water, including lake water, shall be connected directly or indirectly to the Municipal water or sewer system.

Sec. 54-26. - Existing irrigation wells.

Nothing contained in this Article shall preclude the continued operation of irrigation wells existing prior to the adoption of this Article that are not connected to the Municipal water or sewer system.

Sec. 54-27 Decommissioning.

All wells installed, constructed, drilled, maintained, or used in violation of this Article must be decommissioned within 180 days, in accordance with SCDES Regulation R.61-71 (Well Standards). Proof of abandonment shall be provided to the City.

Sec. 54-28. – Enforcement.

- (a) The City Manager, or his/her designee, is authorized to enforce this article through inspections, notices of violations, and when necessary, issuance of orders to cease operations and /or to decommission wells.
- (b) Penalties:

1. First offense: Civil penalty of \$500.00 plus investigation and decommissioning costs.
2. Subsequent offenses: Civil penalty of \$500.00, plus investigation and decommissioning costs along with suspension of utility services until compliance.
3. The City may also seek injunctive relief in York County Circuit Court and recover attorney's fees and costs.

(c) Each day of violation constitutes a separate offense. The City may report violations to SCDES for action under R.61-44 or R.61-71.

(d) These penalties are in addition to those provided elsewhere in Chapter 54 and the Code of Ordinances, City of Tega Cay, South Carolina.

FIRST READING: _____

SECOND READING: _____

Enacted this _____ day of _____ 2026, by a majority vote of the duly elected City Council of the City of Tega Cay, South Carolina.

Signature Page to Follow

SIGNED:

CITY OF TEGA CAY

Carmen Miller, Mayor

[SEAL]

Thomas S. Hyslip, Mayor Pro Tempore

Brian D. Carter, Council Member

Heather Jones, Council Member

ATTEST:

Charlie Funderburk, City Manager

Certificate of Adoption

I hereby certify that the foregoing is a true copy of the ordinance passed at the regular meeting of the City Council of the City of Tega Cay, South Carolina, held on the _____ day of _____ 2026.

Casey O'Brien, Municipal Clerk