



City of

Tega Cay, South Carolina

www.tegacaysc.org

7725 Tega Cay Drive
Tega Cay, SC 29708

Phone: 803.548.3512
Fax: 803.548.1400

Regular City Council Meeting Agenda

Philip T. Glennon Center – Council Chambers

15077 Molokai Drive, Tega Cay, SC

Monday March 16, 2026

- 6:00 PM **Call to Order, Pledge of Allegiance and Moment of Silence as we humbly seek wisdom, clarity, and discernment in the work before us. May we be guided in service to this community with fairness, integrity, and responsibility.**
- ITEM 1 **Presentations & Reports**
- A. Proclamation Recognizing the Ft. Mill High School Wrestling Team as the 5A Division II State Champions
 - B. Proclamation Recognizing Joshua Prince for winning the 2026 Marine Corp JROTC National Air Rifle Championship
 - C. Proclamation Recognizing Public Safety Telecommunicators' Week as April 12th-18th
 - D. Proclamation Recognizing March 29th as National Vietnam War Veterans Day
 - E. FY 24-25 Audit Report
 - F. City Manager's Report
 - G. Committee/Commission Reports
- ITEM 2 **Public Comments**
- ITEM 3 **Approval of Minutes- February 23, 2026, Regular Meeting**
- ITEM 4 **Committee Appointments**
- A. Board of Zoning Appeals Board, Economic Development Commission, Parks, Recreation & Events Committee, Planning Commission, Stormwater & Environmental Committee
- ITEM 5 **New Business**
- A. Receive Planning Commission Recommendation regarding the Adoption of the 2025-2035 Comprehensive Plan
 - B. Receive Planning Commission Recommendation regarding the Rezoning of TMS 645-00-00-040 (1557 Hubert Graham Way) from RSF-40 in York County to R-40 in the City as part of a 100 percent annexation petition
 - C. Consideration of the Introduction and 1st Reading of An Ordinance to Adopt the 2025-2035 Comprehensive Plan
 - D. Consideration of the Introduction and 1st Reading of An Ordinance to Annex and Rezone TMS 645-00-00-040 from RSF-40 in York County to R-40 in the City as part of a 100 percent annexation application
 - E. Discussion and Consideration of Extending the Municipal Solid Waste Collection Agreement with Signature Waste
- ITEM 6 **Council Comments**
- ITEM 7 **Executive Session**
- A. Legal Advice as it Relates to Pending Litigation Matters
- ITEM 8 **Adjournment**

1a-d

PROCLAMATIONS

- A. Proclamation Recognizing the Ft. Mill High School Wrestling Team as the 5A Division II State Champions- *Adam Marullo*
- B. Proclamation Recognizing Joshua Prince for winning the 2026 Marine Corp JROTC National Air Rifle Championship- *Josh Prince*
- C. Proclamation Recognizing Public Safety Telecommunicators' Week as April 12th-18th – *Amber Hamacher, Dispatch Manager*
- D. Proclamation Recognizing March 29th as National Vietnam War Veterans Day- *Todd Puhmann, Commander TCVA*

Established 1982

Bonae Vitae





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PROCLAMATION RECOGNIZING THE FORT MILL HIGH SCHOOL WRESTLING TEAM AS 5A- DIVISION 2 STATE CHAMPIONS

WHEREAS, the Fort Mill High School Wrestling Team has achieved a significant milestone;

WHEREAS, on February 11, 2025, the talented young men finished the season a perfect 30-0 and secured Fort Mill High School's fourth consecutive state title, proudly earning the title of 2026 5A- Division 2 South Carolina State Champions; and

WHEREAS, the City of Tega Cay and the City Council wish to commend each wrestler for their exemplary achievements, along with the coaching staff for their leadership to their fellow Yellow Jackets and Fort Mill High School.

NOW, THEREFORE BE IT PROCLAIMED, we, the City Council of Tega Cay, hereby congratulate and recognize the Fort Mill High School Wrestling Team for their remarkable accomplishment in being named the 2025 5A-Division 2 South Carolina State Champions.

Dated the 16th day of March 2026

Carmen Miller, Mayor
City of Tega Cay, South Carolina

Established 1982

Donae Vitae



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**PROCLAMATION RECOGNIZING JOSHUA
PRINCE FOR WINNING THE 2026 MARINE
CORPS JROTC NATIONAL AIR RIFLE
CHAMPIONSHIP**

WHEREAS, the City of Tega Cay wishes to honor and celebrate exceptional achievement, dedication, and the pursuit of excellence among the young members of our community;

WHEREAS, Joshua Prince, a distinguished cadet of the Marine Corp Junior Reserve Officers' Training Corps, has demonstrated outstanding skill, discipline, and commitment in the field of competitive marksmanship;

WHEREAS, through countless hours of rigorous training, perseverance, and focus, Joshua rose above and elite field of competitors over the course of a two-day competition won the 2026 Marine Corp JROTC National Air Rifle Championships with an aggregate score of 1,123-47; and

WHEREAS, This prestigious accomplishment reflects not only Joshua's personal dedication, but also the mentorship and guidance provided by his Marine Corp JROTC instructors, the support of his family, and the pride of Fort Mill High School and community.

NOW, THEREFORE BE IT PROCLAIMED, we, the City Council of Tega Cay, hereby congratulate and recognize Joshua Prince as the 2026 Marine Corp JROTC National Air Rifle Champion.

Dated the 16th day of March 2026

Carmen Miller, Mayor
City of Tega Cay, South Carolina



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Tega Cay, South Carolina

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**PROCLAMATION RECOGNIZING PUBLIC
SAFETY TELECOMMUNICATORS WEEK AS
APRIL 12TH THROUGH APRIL 18TH 2026**

WHEREAS, emergencies requiring police, fire, or emergency medical services can occur at any time, necessitating a prompt response to protect life and property.

WHEREAS, Public Safety Telecommunicators serve as the first and most critical contact for citizens in emergencies, ensuring the accurate relay of information to first responders.

WHEREAS, these professionals provide a vital link to police officers, firefighters, and paramedics by monitoring radio communications, providing essential information, and enhancing responder safety; and

WHEREAS, the dedication, professionalism, and compassion of Public Safety Telecommunicators have significantly contributed to public safety through the apprehension of criminals, fire suppression, and patient care.

NOW, THEREFORE BE IT PROCLAIMED, we, the City Council of Tega Cay, hereby declare April 12th through April 18th of 2026 as Public Safety Telecommunicators Week and recognize the men and women whose diligence and dedication keep our city and residents safe.

Dated the 16th day of March 2026

Carmen Miller, Mayor
City of Tega Cay, South Carolina



City of
Tega Cay, South Carolina

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PROCLAMATION RECOGNIZING MARCH 29TH AS NATIONAL VIETNAM WAR VETERANS DAY

WHEREAS, the Vietnam War, which began in 1955 as a conflict between Communist North Vietnam and non-communist South Vietnam, saw U.S. involvement escalate from an advisory role in 1962 to full military deployment by 1965, with American troop numbers peaking at 543,000 in 1969.

WHEREAS, the war concluded with the signing of the Paris Peace Accords on January 27, 1973, leading to the withdrawal of American troops by March 29, 1973, and the release of American prisoners of war.

WHEREAS, over 9 million Americans served during the Vietnam War era, with more than 2.7 million deployed to Southeast Asia, resulting in 58,260 U.S. service member fatalities, including 11 from Tega Cay and the surrounding Fort Mill, South Carolina area, with one still missing and unaccounted for; and

WHEREAS, many Vietnam veterans did not receive the recognition and honor they deserved upon returning home, leading to the establishment of March 29 as National Vietnam War Veterans Day, officially recognized by Congress in 2017, to honor their service and sacrifice.

NOW, THEREFORE BE IT PROCLAIMED, we, the City Council of Tega Cay, hereby declare March 29th, 2026 as National Vietnam War Veterans Day and encourage all to honor, recognize and thank those who answered the call to serve; to pray for the U.S. troops killed or missing in action, for the wounded and injured; and to say: "Thank you and welcome home".

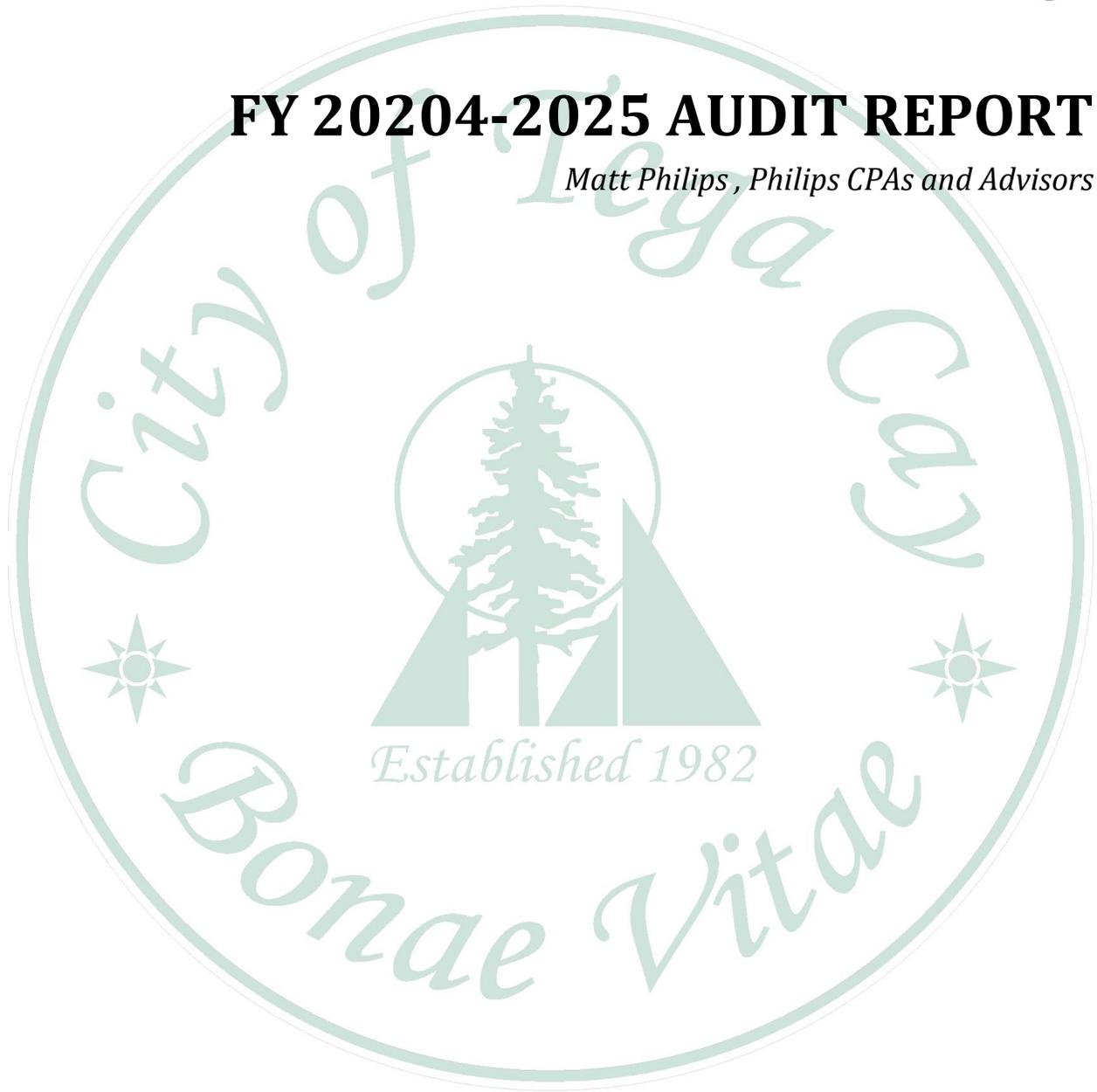
Dated the 16th day of March 2026

Carmen Miller, Mayor
City of Tega Cay, South Carolina

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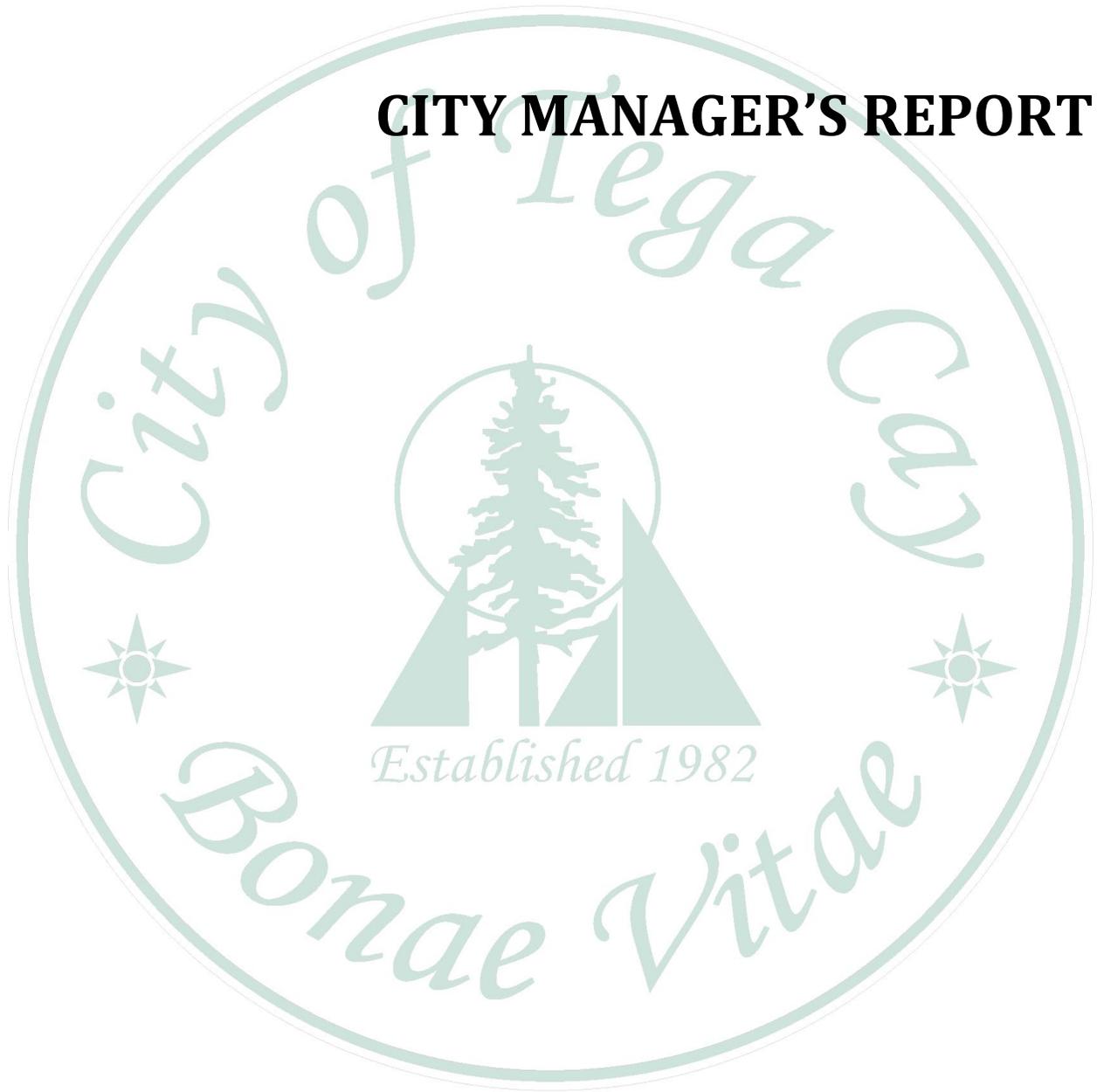
FY 20204-2025 AUDIT REPORT

Matt Philips, Philips CPAs and Advisors



1f

CITY MANAGER'S REPORT



1g

COMMITTEE/COMMISSION REPORTS

A. Planning Commission

Council Liaison Carter

B. Economic Development Commission

Council Liaison Hyslip

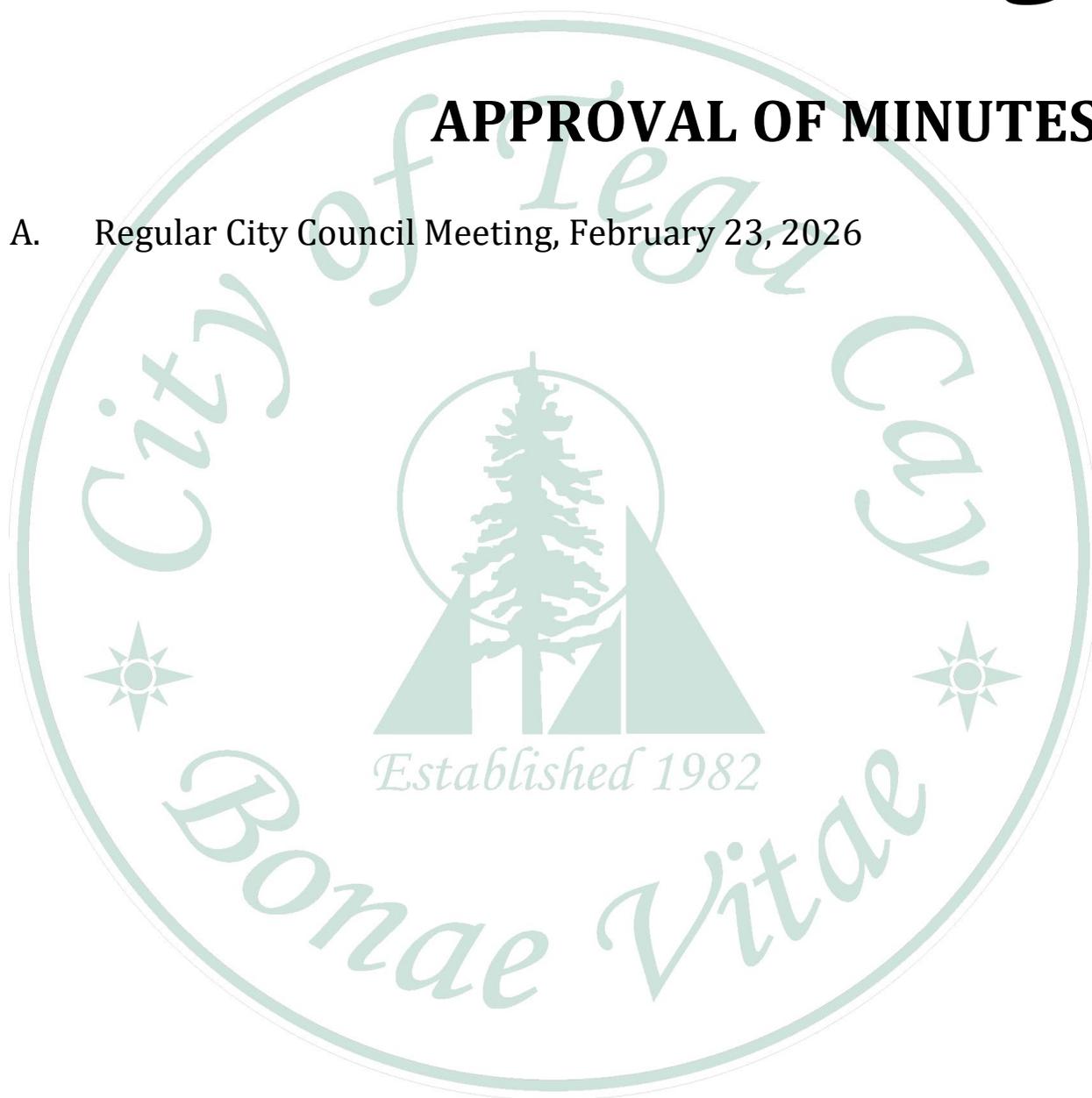


PUBLIC COMMENTS



APPROVAL OF MINUTES

- A. Regular City Council Meeting, February 23, 2026





**Regular City Council Meeting
Monday, February 23, 2026**

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

Councilmembers Present: Mayor Carmen S. Miller, Mayor Pro Tempore Thomas S. Hyslip, Councilmember Brian D. Carter, Councilmember Heather Jones and Councilmember James D. Foltz. A quorum was present.

Councilmembers Absent: None

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; Gretchen Kelly, Social Media & Information Specialist; Antonio Maturo, Utilities Director; Nick Cauthen, Development Services Director; and Chaplin Spencer, Municipal Attorney.

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

Mayor Miller called the Regular City Council meeting to order at 6:30 P.M., led the Pledge of Allegiance and held a moment of silence seeking wisdom, clarity, and discernment in the work before them. Mayor Miller ask that Council be guided in service to this community with fairness, integrity and responsibility.

ITEM 1 Swearing In & Oath of Office for Councilmember James D. Foltz

Judge Kebra Simpson administered the oath of office for James D. Foltz

ITEM 2 Joint Public Hearing with the Planning Commission

A quorum of Planning Commission was present led by Chair Nick Amico who opened and closed the public hearing.

A. Adoption of the 2025-2035 Comprehensive Plan

Comments

There were no official public comments. The resident of 2200 Dam Rd. did ask why his property, which is outside of the City, was included in the Comprehensive Plan. Chair Nick Amico and Planning Commissioner Alice Deblesky explained the reasons why

B. Rezoning of 1557 Hubert Graham Way, Tax Map Number 645-00-00-040, from RSF-40 in York County to R-40 in the City as part of a 100 percent annexation petition

Comments

There were no public comments on this item.

ITEM 3 PRESENTATIONS & REPORTS

A. City Manager's Report

The City Manager gave updates from Administration, Development Services, Fire Department, Parks & Recreation, Police Department, and Public Works.

B. Committee/Commission Reports

Councilmember Carter provided an update from the Planning Commission. It was noted that the EDC did not meet last month due to the lack of a quorum.

ITEM 4 PUBLIC COMMENTS

Paul Maraco expressed concerns about crosswalk safety, specifically at Seven Coves. He did note he was



glad to hear that improvements were forthcoming.

Scott Shirley noted the larger voter turnout, the slim margin of victory and the grassroots efforts of both campaigns during the special election.

ITEM 5 APPROVAL OF MINUTES

A. January 23, 2026, Emergency City Council Meeting

MOTION Councilmember Carter motioned to approve the January 23, 2026 Emergency Council Meeting minutes. The motion was seconded by Councilmember Jones

VOTE

The minutes were approved unanimously.

B. January 28, 2026 Regular City Council Meeting

MOTION Councilmember Carter motioned to approve the January 28, 2026 Regular Council Meeting minutes. The motion was seconded by Councilmember Foltz.

VOTE

The minutes were approved unanimously.

ITEM 6 UNFINISHED BUSINESS

A. Consideration of the 2nd Reading of Ordinance 608, an Ordinance to Adopt Chapter 54, Article V, of the City's Code as it relates to Private Wells

MOTION Councilmember Jones motioned to approve the 2nd Reading of an Ordinance to Adopt Chapter 54, Article V, of the City's Code as it relates to Private Wells and Amend Chapter 54, Article III, Section 54-14(a) as it relates to Civil Penalties. The motion was seconded by Councilmember Carter

VOTE

The vote was unanimous.

ITEM 7

A. Consideration of Awarding the Bid for Lawn Maintenance Services

MOTION Councilmember Carter motioned to award the bid for Lawn Maintenance Services to Southern Shad Tree in an amount not to exceed \$64,800 and authorize the City Manager to execute the necessary paperwork pending approval by the City Attorney. The motion was seconded by Mayor Pro Tem Hyslip.

VOTE

The vote was unanimous.

B. Consideration of an Amendment to the Food and Beverage License Agreement

MOTION Mayor Pro Tem Hyslip motioned to approve the Amendment to the Food and Beverage License Agreement with The Garrison at Tega Cay. The motion was seconded by Councilmember Carter

VOTE

The vote was unanimous.

C. Consideration of Adopting Resolution 2026-02, A Resolution to Adopt Local Rules of Order

MOTION Mayor Pro Tem Hyslip motioned to approve Resolution 2026-02 and adopt the local rules as written. The motion was seconded by Councilmember Foltz.



VOTE

The vote was unanimous.

D. Consideration of Amending the Regular City Council Meeting Schedule

MOTION Councilmember Foltz motioned to approve amending the Regular City Council Meeting Schedule to change the start time of meetings from 6:30PM to 6:00PM. The motion was seconded by Councilmember Jones.

VOTE

The vote was unanimous.

ITEM 8 COUNCIL COMMENTS

Councilmember Foltz- thanked everyone who attended the meeting, noted that being elected was a great honor. Noted that he takes the responsibility of serving on Council very seriously and he's ready to get to work

Councilmember Carter- mentioned TCPD raised over \$60K for Polar Plunge, thanked TCFD for "pushing in ceremony and congratulated Caroline Hasty on winning Rising Star Award for Best Dam Food Festival. He also recognized resident Jim Aranyi for selling license plates and donating the money to worthwhile causes.

Councilmember Jones- mentioned Polar Plunge, reminded and encouraged people to attend the Public Safety Quarterly meeting in March and thanked the Planning Commission for their work on the Comprehensive Plan

Mayor Pro Tem Hyslip- congratulated Mr. Foltz on winning the special election, thanked the Planning Commission and the Steering Committee for their work on the Comprehensive Plan. Also thanks Public Safety and staff for all their hard work.

Mayor Miller- noted that she hated going out of town because she doesn't want to miss the great events in the City. Thanked Public Safety for the value they bring to the community with the events. Welcomed the incoming Municipal Clerk and welcomed Mr. Foltz to council. Looking forward to having discussions and making decisions that will move the City forward.

ITEM 9 EXECUTIVE SESSION

MOTION Councilmember Jones motioned to go into Executive Session for the Discussion of Personnel Matters Pertaining to the Chief Municipal Judge. The motion was seconded by Councilmember Carter.

VOTE

The vote was unanimous.

Mayor Pro Tem Hyslip motioned to come out of Executive Session at 8:12PM. The motion was seconded by Councilmember Carter and was voted unanimously. Council then returned to open session to adjourn the meeting.

ITEM 10 ADJOURNMENT

MOTION Mayor Pro Tem Hyslip motioned to adjourn. The motion was seconded by Councilmember Carter

VOTE

The vote was unanimous.

*The meeting was adjourned at 8:14P.M
Signature Page to Follow*



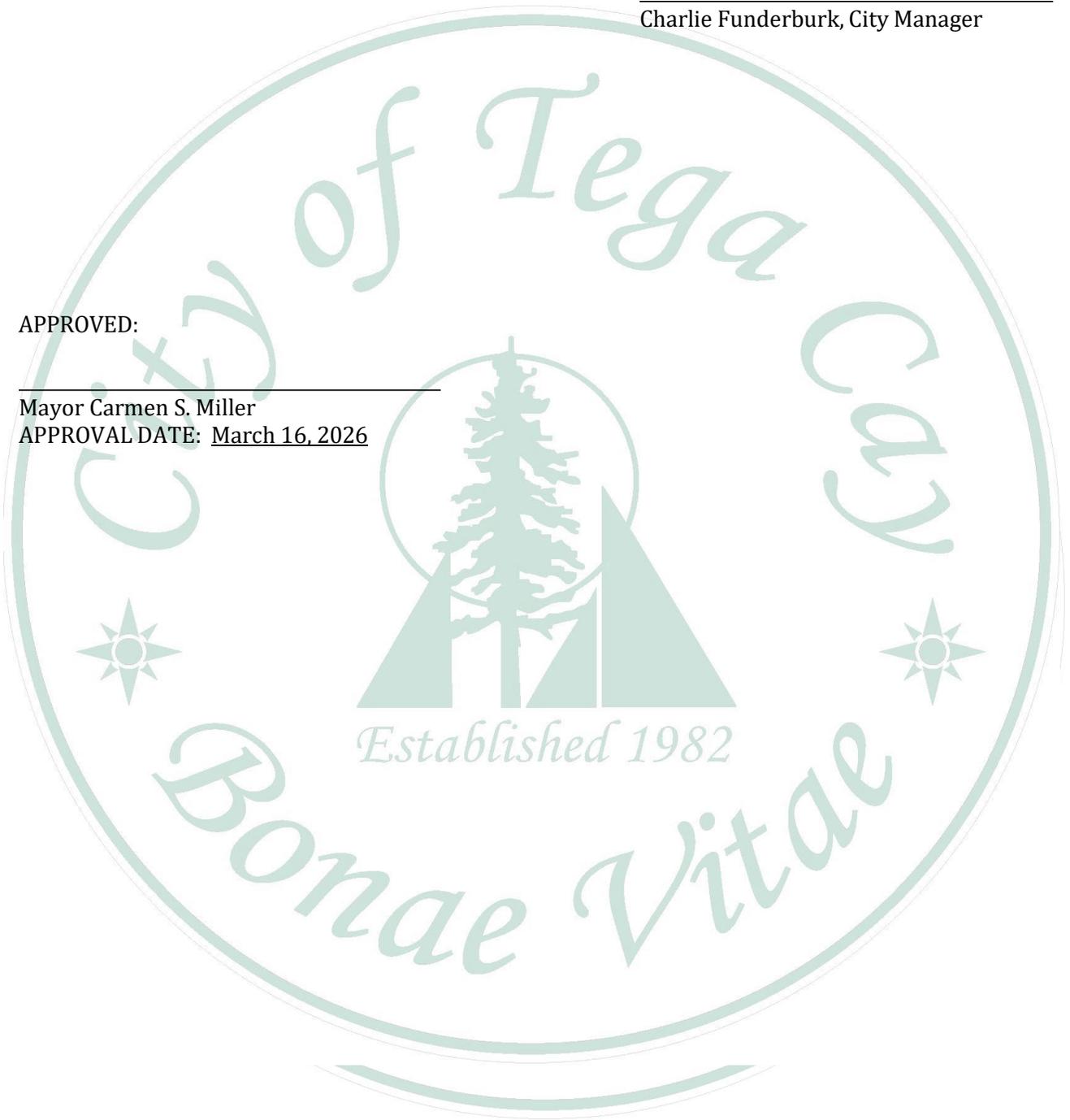
Respectfully Submitted

[SEAL]

Charlie Funderburk, City Manager

APPROVED:

Mayor Carmen S. Miller
APPROVAL DATE: March 16, 2026



COMMITTEE APPOINTMENTS

- A. Board of Zoning Appeals
- B. Building Codes Appeals Board
- C. Economic Development Commission
- D. Parks, Recreation and Events Committee
- E. Planning Commission
- F. Stormwater and Environmental Committee



5a

NEW BUSINESS

Planning Commission Recommendation Regarding the Adoption of the 2025-2035 Comprehensive Plan

EXECUTIVE SUMMARY:

At their March Planning Commission meeting, the Commission unanimously approved a Resolution recommending City Council's adoption of the 2025-2035 Comprehensive Plan

STAFF RESOURCE:

Nick Cauthen | Development Services Director

[2025-2035 Comprehensive Plan](#)

PLANNING COMMISSION

CITY OF TEGA CAY, SOUTH CAROLINA

A RESOLUTION OF THE CITY OF TEGA CAY PLANNING COMMISSION APPROVING THE 2025-2035 COMPREHENSIVE PLAN, AND RECOMMENDING TO CITY COUNCIL THAT IT BE ADOPTED, IN ACCORDANCE WITH THE SOUTH CAROLINA LOCAL GOVERNMENT COMPREHENSIVE PLANNING ENABLING ACT OF 1994.

WHEREAS, Title 6, Chapter 29 of the South Carolina Code of Laws, also known as the Local Government Comprehensive Planning Enabling Act of 1994 (the “Act”), establishes requirements and procedures for local governments with respect to the creation, adoption, and update of comprehensive plans (S.C. Code Ann. §6-29-310, et seq.); and,

WHEREAS, the Act requires that local governments regularly review and update comprehensive plans, with plans to be reviewed no less frequently than every five years, and to be updated no less frequently than every ten years (S.C. Code Ann. §6-29-510(E)); and,

WHEREAS, the City’s COMPREHENSIVE PLAN 2015-2025, which was adopted by City Council on December 15, 2014 was subsequently updated by the Planning Commission prior to the ten-year deadline, with the updated plan adopted by City Council on January 27, 2020; and,

WHEREAS, the Planning Commission deemed it appropriate and necessary to undertake the development of a new comprehensive plan prior to the required ten-year update deadline; and,

WHEREAS, the City Council provided the resources necessary to acquire the expertise and assistance of the Catawba Regional Council of Governments, to assist the Planning Commission in development of the draft 2025-2035 COMPREHENSIVE PLAN; and,

WHEREAS, the development of the draft plan included significant public input obtained through a wide range of opportunities; and,

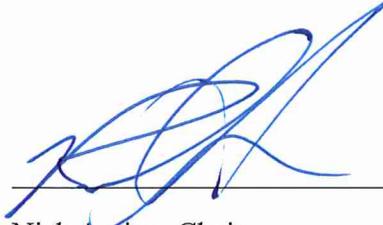
WHEREAS, the Planning Commission finds the draft 2025-2035 COMPREHENSIVE PLAN to contain the recommendations, strategies and goals needed to guide the City’s development and redevelopment in the coming years,

NOW THEREFORE, BE IT RESOLVED, that the City of Tega Cay Planning Commission, duly assembled with a quorum present, in regular session hereby approves and respectfully recommends that City Council adopt the 2025-2035 COMPREHENSIVE PLAN, including all maps and any other descriptive materials comprising the plan.

This the 2nd day of March 2026.

[Signature Page to Follow]

SIGNED:



Nick Amico, Chair

City of Tega Cay Planning Commission

Attest:



Nick Cauthen, Development Services Director

5b

NEW BUSINESS

Planning Commission Recommendation Rezoning of TMS 645-00-00-040 (1557 Hubert Graham Way) from RSF-40 in York County to R-40 in the City as part of a 100 percent annexation petition

EXECUTIVE SUMMARY:

At their March Planning Commission meeting, the Commission unanimously approved recommending the rezoning of this property.

STAFF RESOURCE:

Nick Cauthen | Development Services Director

Established 1982

Bonae Vitae

5c

NEW BUSINESS

Consideration of the Introduction and 1st Reading of an Ordinance to Adopt the 2025-2035 Comprehensive Plan

EXECUTIVE SUMMARY:

A public hearing was held on February 23rd and the Planning Commission recommendation regarding the adoption of the plan will be given during the March 16th meeting prior to this agenda item. This item is for Council to consider the 1st reading of an ordinance which would officially adopt the 2025-2035 Comprehensive Plan.

POTENTIAL MOTION:

Motion to approve the Introduction and 1st Reading of an Ordinance to Adopt the 2025-2035 Comprehensive Plan.

STAFF RESOURCE:

Nick Cauthen | Development Services Director

[2025-2035 Comprehensive Plan](#)

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

AN ORDINANCE TO ADOPT THE TEGA CAY 2025-2035 COMPREHENSIVE PLAN AS MANDATED BY THE SOUTH CAROLINA LOCAL GOVERNMENT COMPREHENSIVE PLANNING ENABLING ACT OF 1994, AS AMENDED; AND TO PROVIDE FOR THE REPEAL OF ALL PRIOR COMPREHENSIVE PLANS AND ORDINANCES.

WHEREAS, the South Carolina General Assembly enacted an amendment to the Code of Laws of South Carolina to incorporate therein a new Chapter 29 to Title 6 of the Code of Laws of South Carolina, 1976, as amended, entitled “South Carolina Local Government Comprehensive Enabling Act of 1994” which repealed certain previously-enacted planning acts and codes; and

WHEREAS, the 1994 South Carolina Local Government Comprehensive Planning Enabling Act, as amended, requires that the local planning commission develop and maintain a planning process which will result in the systematic preparation and continuing re-evaluation and updating of certain planning elements considered critical, necessary and desirable to guide the development and redevelopment of the areas within its jurisdiction; and

WHEREAS, the previous Tega Cay Comprehensive Plan was adopted in 2015; and

WHEREAS, the Tega Cay Planning Commission approved a Resolution recommending adoption of the Tega Cay 2025-2035 Comprehensive Plan; and

WHEREAS, the Tega Cay City Council has reviewed the draft of the 2025-2035 Comprehensive Plan and has determined that the 2025-2035 Tega Cay Comprehensive Plan should be adopted, approved and implemented in order to comply with the mandate of the South Carolina Local Government Comprehensive Planning Act of 1994, as amended; and

WHEREAS, The Tega Cay City Council, by adopting this ordinance, repeals all prior Comprehensive Plans and Ordinances:

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Tega Cay, South Carolina, duly assembled, does hereby adopt the Tega Cay 2025-2035 Comprehensive Plan in accordance with the provisions of the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, as amended.

PUBLIC HEARING: February 23, 2026
FIRST READING: March 16, 2026
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

[SEAL]

Carmen Miller, Mayor

Thomas S. Hyslip, Mayor Pro Tempore

Brian D. Carter, Council Member

Heather Jones, Council Member

James D. Foltz, 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.

Mia Elston, Municipal Clerk

5d

NEW BUSINESS

Consideration of the Introduction and 1st Reading of an Ordinance to Annex Tax Map Number 645-00-00-040 (1557 Hubert Graham Way) and Rezone from RSF-40 in York County to R-40 in the City.

EXECUTIVE SUMMARY:

A public hearing was held on February 23rd and the Planning Commission recommendation regarding this annexation will be given during the March 16th meeting prior to this agenda item. This item is for Council to consider the 1st reading of an ordinance which would allow the tax map number to be annexed into the City and rezoned.

POTENTIAL MOTION:

Motion to approve the Introduction and 1st Reading of an Ordinance to Annex Tax Map Number 645-00-00-040 (1557 Hubert Graham Way) and Rezone from RSF-40 in York County to R-40 in the City.

STAFF RESOURCE:

Nick Cauthen | Development Services Director

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

ORDINANCE _____

TO ANNEX BY 100 PERCENT PETITION METHOD AND INCORPORATE WITHIN THE CITY LIMITS OF THE CITY OF TEGA CAY, TAX MAP NUMBER 645-00-00-040 (1557 HUBERT GRAHAM WAY) AND REZONE FROM RSF-40 IN YORK COUNTY TO R-40 IN THE CITY.

WHEREAS, the owners of the real estate designated as York County Tax Map Numbers 645-00-00-040, located at 1557 Hubert Graham Way, as described on the attached plat, has petitioned the City Council of the City of Tega Cay to annex to the City of Tega Cay and rezone the parcel from RSF-40 in the County to R-40 in the City.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Members of City Council of the City of Tega Cay duly assembled:

SECTION I. That the described land on the attached survey and all adjacent rights-of-way, contiguous to the boundary of the City of Tega Cay is hereby annexed to, taken into and made a part of the City of Tega Cay.

SECTION II. That the property described above and hereby annexed shall be zoned R-40 under the Zoning Ordinance of the City of Tega Cay.

SECTION III. This ordinance shall be of full force and effect immediately upon the second and final reading of this ordinance.

PUBLIC HEARING February 23, 2026
FIRST READING: March 16, 2026
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

[SEAL]

Carmen Miller, Mayor

Thomas S. Hyslip, Mayor Pro Tempore

Brian D. Carter, Council Member

Heather Jones, Council Member

James D. Foltz, 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.

Mia Folten, Municipal Clerk

5e

NEW BUSINESS

Discussion and Consideration of Extending the Municipal Solid Waste Removal Contract with Signature Waste

EXECUTIVE SUMMARY:

The City entered into Municipal Solid Waste Collection Agreement with Signature Waste on October 1, 2022. The initial term of that Agreement is set to expire on September 30, 2027, however there is a provided however, the City, in its sole discretion may elect to extend the Term for an additional two years. Notice of any extension is required 180-days prior to the expiration of the Term. The reason staff is requesting this discussion and potential consideration is so that sufficient time can be provided for re-bidding the contract if Council so desires to go that route

STAFF RESOURCE:

Joey Blethen | Deputy City Manager

STATE OF SOUTH CAROLINA)
COUNTY OF YORK) MUNICIPAL SOLID WASTE
CITY OF TEGA CAY) COLLECTION AGREEMENT

This Municipal Solid Waste Collection Agreement (this "Agreement") shall be effective as of the 1st day of October 2022, is by and between the City of Tega Cay, a duly incorporated municipality in the state of South Carolina (hereinafter "the CITY"), and Signature Waste Systems, Inc. (hereinafter "the COMPANY").

WHEREAS, the CITY desires to hire a licensed company to provide for the collection and removal of municipal solid waste ("MSW") at each attached and detached residential dwelling unit within its incorporated jurisdictional limits; and

WHEREAS, the CITY desires to enter into an agreement with the COMPANY as its agent to provide this service to each attached and detached dwelling unit on no less of a frequency than once per week under the terms and conditions herein.

NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the CITY and COMPANY hereby agree as follows:

SECTION 1. TERM OF AGREEMENT. The term of this Agreement ("Term") shall be for five (5) years beginning October 1, 2022, and terminating on September 30, 2027, automatically without any action required; provided however, if the City in its discretion notifies COMPANY at least 180 days prior to September 30, 2027 that the CITY elects to extend the Term for an additional two years, the Term shall be extended to September 30, 2029. Additionally, if the CITY in its discretion notifies COMPANY at least 180 days prior to September 30, 2029 that the CITY elects to extend the Term for another two years, the Term shall be extended to September 30, 2031.

SECTION 2. TERMINATION.

A. By CITY. CITY may terminate this Agreement:

1. Bankruptcy. If COMPANY files for protection under bankruptcy or insolvency laws or is adjudicated bankrupt, or any voluntary or involuntary appointment of a receiver, trustee, liquidator, custodian or other similar official for COMPANY and/or Joe Swinford, and/or Stuart N. Swinford if he owns a majority interest in the COMPANY.
2. Default. If COMPANY fails to keep, observe or perform any covenant, agreement, term or provision of this Agreement to be kept, observed, or performed by COMPANY and such default continues for a period of fifteen (15) days after notice thereof by CITY to COMPANY, or if such default cannot be

cured within fifteen (15) days, then such additional period as shall be reasonable, provided that COMPANY has begun to take actions necessary to cure such default, and is diligently proceeding to remedy such default, , provided however, such remedy must be completed within forty five (45) days from the notice of default.

3. Transfer of Majority Ownership. COMPANY and/or Joe Swinford, sells, transfers, assigns, or otherwise conveys a majority interest in the Company without the written consent of the CITY, in sole discretion of the CITY, provided however, Joe Swinford may convey a majority interest in the COMPANY to his son, Stuart N. Swinford without it being considered cause for termination by the CITY, provided, further however, if after such transfer Stuart N. Swinford, transfers, assigns, or otherwise conveys a majority interest in the Company without the written consent of the CITY, the CITY may terminate this Agreement.

B. By COMPANY. COMPANY may terminate this Agreement:

1. Default. If CITY fails to keep, observe or perform any covenant, agreement, term or provision of this Agreement to be kept, observed or performed by OWNER and such default continues for a period of thirty (30) days after notice thereof by COMPANY to CITY, or if such default cannot be cured within thirty (30) days, then such additional period as shall be reasonable, provided that CITY has begun to take actions necessary to cure such default, and is diligently proceeding to remedy such default.
2. Bankruptcy. If CITY files for Bankruptcy protection or is adjudicated bankrupt or any voluntary or involuntary appointment of a receiver, trustee, liquidator, custodian or other similar official for CITY.

C. Procedure. Termination shall be written notice from the party entitled to terminate which will specify the effective date of termination. ("Termination Date"). On the date of termination, COMPANY will removal all MSW carts supplied by COMPANY to households or transfer such to CITY at an agreed upon price per unit and cease all operations in the CITY provided for in this Agreement.

D. Effect of Termination. All obligations of the parties under this Agreement shall automatically terminate on the effective date of the Termination Date, except as other explicitly provided for hereunder, and except for any such obligations which have accrued or arose prior to Termination Date.

SECTION 3. DEFINITIONS

A. Definitions

1. Area Miss – Multiple Valid Misses at multiple Units that occur generally along a street block, in a neighborhood/subdivision, in a section of a street and/or a neighborhood/subdivision, and/or a combination of the preceding.
2. Bulky Items – Bulky items include general residential debris not defined in nine (9) garbage and includes but is not limited to "white goods". Bulky items do not include construction or renovation materials or products even if by homeowner.

3. Construction Debris (C&D Waste) - Waste building materials resulting from construction, remodeling, repair or demolition operations.
4. Disposal Site - A Municipal Solid Waste depository designated by York County including but not limited to sanitary landfills, transfer stations and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive Municipal Solid Waste for processing or final disposal.
5. Garbage - Dead animals of less than ten (10) pounds in weight that have been slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter including, but not limited to, other foods containers; and all putrescible or easily decomposable waste; animal or vegetable matter which is likely to attract flies or rodents, but excluding sewage and human waste.
6. Hazardous Waste - Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint, paint cans and items containing Freon or chlorofluorocarbons.
7. Industrial Waste - Solid Waste generated by industrial processes and manufacturing.
8. Medical Waste - Any Solid Waste which is generated in the diagnosis, treatment, or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals, but does not include any hazardous waste or those substances excluded from the definition of Solid Waste.
9. Municipal Solid Waste ("MSW") - Solid Waste resulting from the operation of residential, commercial, industrial, governmental, or institutional establishments that would normally be collected, processed, and disposed of through a public or private Solid Waste service. Municipal Solid Waste never includes Hazardous Waste, Special Waste, Medical Waste, or Solid Waste from mining or agricultural operations.
10. Producer - An occupant of a Residential or Small Non-residential Unit who generates refuse.
11. Recyclable Material(s) or Recyclables - All material currently, or in the future, accepted for collection at York County Recycling Centers. The recyclables materials to be accepted as of July 1, 2022 are shown in Exhibit A. These materials may be modified from time to time.
12. Refuse - All non-putrescible waste.
13. Residential Unit - An occupied dwelling (single family attached or detached units) within the corporate limits of the CITY requiring curbside collection. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

14. Repeat Missed Collection – For a Unit, a Request for Service or a Valid Miss that occurs more than once in a thirty - (30) day period; may also refer to a Repeat Missed Collection in an Area Miss.
15. Request for Service – A “Request for Service” means any reported or any discovered missed collection from any one (1) location at the time it is reported or discovered. Once any route has been completed, or is scheduled to have been completed, any Unit missed will be designated as a Request for Service, regardless of the time of day.
16. Roll Out Cart - A plastic receptacle for the storage MSW with wheels and lid with a capacity of 96-gallons
17. Solid Waste - All solid and semi-solid Garbage, Refuse, and Rubbish/Trash, but never (a) Hazardous Waste or Special Waste, (b) the other items excluded under the Exclusions paragraph of this Contract, (c) solid or dissolved materials in domestic sewage, (d) solid or dissolved materials in irrigation return flows, (e) industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act as amended (86 STAT.880), or (f) source, special nuclear, or by product materials as defined by the Atomic Energy Act of 1954 as amended (68 STAT.923).
18. Special Waste - Solid Waste that can require special handling and management, including White Goods, whole tires, used motor oil, lead acid batteries and Medical Wastes. Also, all treated/de characterized (formerly hazardous) wastes, polychlorinated biphenyl (“PCB”) wastes; industrial process wastes; asbestos containing material; chemical containing equipment; demolition debris; incinerator ash; medical wastes; off spec chemicals; sludges; spill cleanup wastes; underground storage tank (UST) soils; and wastes from service industries.
19. Unit - A Residential Unit as defined herein.
20. Valid Miss – A Request for Service that has not been collected by the times specified in the Agreement, and that upon investigation by CITY employees, is determined that it was missed by COMPANY negligence or omission.
21. White Goods - Refrigerators, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.
22. Yard Debris- All tree trimmings, dead plants, weeds, leaves, and dead tree debris not exceeding five feet (5’) in length, five inches (5”) in diameter and/or fifty pounds (50 lbs.), whichever is applicable.

SECTION 4. SERVICES TO BE PERFORMED BY COMPANY

- A. COMPANY shall collect MSW from all Residential Units, with the exception of multi-family (apartments or condos) at curb, from Roll Out Carts, one time each week during the Term. Any occasional overflow placed on top or to the side of the cart may be collected. COMPANY shall provide one (1) 96-gallon Roll Out Cart for MSW to each Residential Unit (included in the Rate) during the Term. These carts will be approved by the CITY of Tega Cay with regard to durability, color, seal placement and size. The maintenance and upkeep of these carts listed above shall be the responsibility of the COMPANY for the Term. This maintenance shall include repair of wheels, axles, lids, and the replacement of damaged or broken carts. If the Unit requests an additional cart

for MSW the COMPANY shall provide this additional cart to the customer and customer shall be billed directly by the COMPANY.

- B. Included as part of this Agreement, COMPANY shall provide and collect MSW and from CITY facilities, at no additional charge once each week or as otherwise agreed to in writing. The COMPANY shall be responsible for replacement of existing carts and bins with their carts. There will be no additional charge for the following municipal sites during this contract period:
 - a. CITY Hall: 2 Roll Out Carts
 - b. Police Department: 6 Roll Out Carts and 2 Recycle Roll Out Carts
 - c. Public Works: 10 Roll Out Carts
 - d. Tega Cay Fire Station 1 & 2: 4 total Roll Out Carts
- C. All MSW shall be neatly placed within their respective Roll Out Cart and shall be placed at curbside for collection a minimum of three (3) feet from possible nearby obstructions. Curbside refers to that portion of right-of-way adjacent to paved or traveled CITY roadways (including alleys). Carts and Bins shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. Carts shall be placed with consideration given to obstructions on all sides and above. When construction work is being performed in the right-of-way, Carts shall be placed as close as practicable to an access point for the collection vehicle. COMPANY may decline to collect any item not so placed.
- D. All MSW collected by the COMPANY from the residences shall be transported to and disposed of the COMPANY at any appropriately licensed landfill equipped and permitted to accept MSW, including the York County Landfill Facility.
- E. The COMPANY, with the CITY's approval, which shall not be unreasonably withheld, shall develop and implement a communication platform specifically for customers residing within the jurisdictional boundaries of the CITY demonstrating weekly pickup schedules, proper placement and utilization of the Roll Out Carts, and any other appropriate educational information that may be necessary from time to time. The COMPANY shall also publish a holiday schedule where the weekly collection schedule will be altered no later than December 1 for the following year. Such schedule shall be sent to the CITY in advance of its publication.
- F. The COMPANY shall provide "Backdoor Service" to residents who are physically not capable of bring their Roll Out Cart to the proper location for emptying whether that limitation is due to a physical disability or age. "Backdoor Service", for the purposes of the Agreement, shall include an employee of the COMPANY going to the home on collection day, rolling the Roll Out Cart to the COMPANY truck, emptying the Roll Out Cart and then returning it to the location at the home. The COMPANY shall be responsible for verifying and keeping track of those customers requiring "Backdoor Service"

SECTION 5. HOURS AND DAYS OF OPERATION. The COMPANY shall not commence services on any collection day prior to 5:45AM. The COMPANY shall provide MSW collection for all customers on each Monday of the Term unless Monday falls on one of the approved Holiday dates listed below, at which point the Service shall be provided on the following day.

The following holidays may be observed by the COMPANY:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

The COMPANY shall be responsible for publicizing any changes to the schedule due to Holidays. Said schedule shall be sent to the CITY Manager's office, or his/her designee, no later than December 1 of the preceding year for approval, which shall not be unreasonably withheld. Should the landfill be closed on a normal operation day, the COMPANY shall utilize best efforts to find another landfill to use. Should there not be another landfill for use and the collection schedule must be changed, the COMPANY shall notify the CITY in writing immediately.

SECTION 6. EXCLUSIONS.

The COMPANY shall not be required to collect, transport, dispose of or otherwise handle dead animals large than ten (10) pounds, hazardous waste, medical waste, special waste, industrial waste, yard waste, bulky waste, toxic substances, trees, earth, body waste, abandoned vehicles, vehicle parts, large equipment (or parts thereof), or any other type of waste that is not included in the definition of Municipal Solid Waste.

SECTION 7. OWNERSHIP.

The COMPANY shall accept title to MSW upon collection and placement into the COMPANY's collection vehicles except hazardous waste and other wastes excluded by this Agreement. All MSW to which the Company acquires title shall be the responsibility of the COMPANY until it is properly disposed of at Landfill permitted to accept MSW.

SECTION 8. OFFICE.

The COMPANY shall maintain a professional office or such other facilities through which it may be contacted without charge by telephone by the CITY and customers. It shall be equipped with sufficient telephones and responsible persons sufficient to answer questions and address concerns/complaints in a courteous and professional manner from 8AM-5PM, Monday-Friday. The COMPANY shall also have a general email address available to its customers living with the CITY that will accept email messages that can be responded to within one (1) business day. Said telephone number and email address shall be conspicuously published on the COMPANY's website where it can be readily found by customers and shall also be provided to the CITY.

SECTION 9. RATES.

- A. The COMPANY shall bill the CITY once monthly at a rate of \$17/household/month (the "Rate"). The bill shall be sent to CITY on the first of the month for the services rendered in preceding month.
- B. Beginning on October 1, 2023, and in each one-year anniversary thereafter, the COMPANY may request the Rate to be adjusted by the same percentage as the Consumer

Price Index as published to the CITY by the State of South Carolina, provided, however, such increase shall not exceed 3% in any given year of the Term. The COMPANY must provide written notice of the proposed rate increase to the CITY no later than July 15 of each year of the Term. Failure to provide such notice in the manner prescribed herein shall result in a denial by the CITY for the requested increase to the Rate.

- C. The Rate may be adjusted during the Term when diesel fuel prices (according to the Weekly Diesel Retail Gasoline and Diesel Prices for the Lower Atlantic (PADD 1C) as published by the US Energy Information Administration) exceeds \$4.75/gallon for more than four (4), consecutive weeks. The COMPANY shall provide sufficient written notice of the forth coming increase to the Rate to the CITY prior to the increase going into effect. The fuel surcharge shall be removed from the Rate immediately upon diesel fuel prices returning below \$4.75/gallon.
- D. The COMPANY may request an increase to the Rate if COMPANY is required to collect additional governmental taxes or surcharges for the services being provided and detailed herein above, or there is substantial increase in tipping fees at the landfill. The COMPANY shall make such request in writing to the CITY no later than July 15 of each year of the Term.
- E. In all events, the RATE shall not increase during the Term without written permission of the CITY, which shall not be unreasonably withheld.

SECTION 10. INSURANCE.

COMPANY will obtain and maintain on behalf of CITY and COMPANY at all times during the term of this Agreement, as an expense of the COMPANY, insurance with responsible and reputable companies in such amounts and covering such risks as is usually carried by companies engaged in similar businesses and owning similar equipment in the same area and which will be consistent with all lenders' requirements, but in all events not less than the categories and the amounts listed in the chart below. CITY shall approve such insurance and insurance carrier prior to binding for each term included within this Agreement. Such insurance shall at a minimum include:

<u>Coverage</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory
Employer's Liability	\$1,000,000.00
Bodily Injury Liability except Automobile	\$1,000,000.00 each occurrence
Property Damage Liability except Automobile	\$1,000,000.00 each aggregate
Automobile Bodily Injury	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Automobile Property Damage Liability	\$1,000,000.00 each occurrence
Excess Umbrella Liability	\$2,000,000.00 each occurrence

All such insurance shall name CITY, COMPANY and any contractors so designated by CITY or COMPANY that are employed in the performance of this Contract as additional insured. , Within ten (10) days of the effective date of this Agreement and as additionally requested by CITY,

COMPANY shall deliver to CITY a certificate of insurance evidencing the coverages as described herein, and confirming that the CITY is included as and additional insured under such coverages. Any deductibles on insurance policies shall be an expense of the COMPANY. All insurance coverages (including amounts of deductibles) carried will be with the mutual agreement of CITY and OWNER and shall remain in effect for the duration of this Agreement.

For the purpose of the Agreement, the COMPANY shall carry insurance per the specifications of the York County Health Department as part of the issuance of the required Garbage Haulers Permit if such coverages are in addition to the minimum requirements set forth in the chart above. In addition, the Contractor shall be required to obtain a Garbage Haulers License from the York County Engineering and Building Standards Department

SECTION 11. INDEMNIFICATION

- A. By COMPANY. To the extent allowed by the applicable laws of the State of South Carolina, COMPANY agrees to indemnify, defend and hold harmless CITY and reimburse it for the cost of defense from and against any and all loss, cost, liability or expense for damage to property or injury or death to a person caused by the negligent or intentional act or omission by COMPANY or its respective employees, agents, contractors, servants, invitees, or assigns. The provisions of this section ("Indemnification") shall survive the termination of this Agreement until any the resolution of any matters which may arise.
- B. By CITY. To the extent allowed by the applicable laws of the State of South Carolina and covered by the CITY'S insurance carrier, CITY agrees to indemnify, defend and hold harmless COMPANY and reimburse it for the cost of defense from and against any and all loss, cost, liability or expense for damage to property or injury or death to a person caused by the negligent or intentional act or omission by CITY or its respective employees, agents, contractors, servants, invitees, or assigns. The provisions of this section ("Indemnification") shall survive the termination of this Agreement until any the resolution of any matters which may arise.

SECTION 12. MISCELLANEOUS

- A. Notices. Notice shall be deemed to have been given or served on the delivery date indicated by the United States Postal Service or courier service on the return receipt or on the date such delivery is refused or marked "undeliverable", unless a principal of the COMPANY is served (i) personally, in which event the date of personal delivery shall be deemed the effective date of notice, or (ii) by electronic-mail, in which event the date of delivery shall be deemed the next business day following the day on which the electronic-mail was properly transmitted. Either party may at any time change the person or address for notice to such party by the delivery or mailing as aforesaid of a notice stating the change and setting forth the changed address. Notices shall be addressed as follows:

If to CITY, to the attention of:
Charlie Funderburk, CITY Manager
CITY of Tega Cay
7725 Tega Cay Dr.
Tega Cay, SC 29708
cfunderburk@tegacaysc.gov

If to COMPANY, to the attention of:
Joe Swinford
Signature Waste Systems, Inc.
PO Box 7349
Charlotte, NC 28241
jswinford@signaturewaste.com

B. Compliance with Laws. CITY and COMPANY covenant to each other that throughout the Term, they will not take any action which would violate any statutes, ordinances, laws, rules, regulations, orders or requirements of any federal, state or municipal government and/or applicable departments, commissions, boards or offices having jurisdiction over the Services or operation thereof. CITY and COMPANY are to comply with all orders and requirements of the South Carolina Department Health and Environmental Control ("SCDHEC"), or any other body which may hereafter exercise similar functions, and any requirements of any agreements concerning the collection and disposal of MSW.

C. Full Cost Disclosure Report. COMPANY shall prepare a monthly written report which shall include but not be limited to:

1. Number of Units participating with addresses
2. New service locations with addresses
3. Weights and/or volumes of MSW collected
4. Year to date totals for the above

This report should be in a form which can easily be used for meeting the reporting Requirements of the South Carolina Solid Waste Management Annual Report, and shall be submitted electronically to the CITY Manager, or his designee, on no less than a quarterly basis.

D. Requests for Service

1. Upon the receipt of a Request for Service, the CITY will notify the COMPANY immediately, through the issuance of a Request for Service, with the date and address where the Request for Service occurred.
2. When COMPANY's equipment operators are collecting solid waste based on Requests for Service, they shall be responsible for checking other locations in the same vicinity for other possible misses in order to prevent additional calls from other Customers reporting collection misses.
3. The COMPANY shall collect solid waste based on Requests for Service and shall transport the materials to the appropriate and approved disposal facility.
4. The COMPANY shall notify (via electronic communication) the CITY, through its response to the Request for Service, of the date and time that collection was completed.

- E. Collection Equipment - The COMPANY shall provide an adequate number of vehicles for regular collection services.
- F. Collection Vehicle Cleaning- All collection vehicles must be kept clean, in sanitary condition, and good repair at all times. The COMPANY shall ensure that all collection vehicles are washed as required to reduce possible odor and vector problems. COMPANY's collection vehicles shall also be empty of all Municipal Solid Waste prior to collection of Recyclables and shall be empty of all Recyclables prior to collection of Municipal Solid Waste. The COMPANY's equipment operators shall clean out the area behind the packer blades after each load has been removed.
- G. Vehicle Leaks & Spills - Minimizing hydraulic fluid and oil leaks and spills on public or private streets and parking lots is a high priority for the CITY of Tega Cay. The COMPANY shall maintain equipment in top mechanical condition, and the operator shall exercise vigilance in observing for leaks and spills that may develop during the collection day and take immediate corrective action to stop the leak or spill and call for cleanup of hydraulic fluid or oil present upon the public or private streets or parking lots in accordance with the following standards.
1. The COMPANY's collection vehicles shall be repaired or removed from service immediately if any spill or leak is a result of a mechanical problem. The COMPANY shall be responsible for applying absorbent materials, clean up, and disposal in a manner which complies with any federal, state, and local laws and regulations, of all oil spills and hydraulic fluid or other leaks associated with its provision of services. In the event of a spill or leak, the COMPANY shall immediately notify the CITY and shall send a representative to the location of the incident. If the spill or leak is in a street location and/or is a public safety hazard, the COMPANY shall also immediately notify the CITY and/or other required public safety personnel. The CITY and the COMPANY will evaluate the spill or leak to determine proper handling. The CITY must approve the COMPANY's recommended clean-up plan, which may require steam cleaning. The clean-up must commence as soon as possible but no later than twenty-four (24) hours following the spill or leak. After application of absorbent materials is complete, the COMPANY is responsible for removal of the absorbent material and/or cleaning of the street, if necessary. The COMPANY shall notify the CITY when the clean-up is completed so that a follow-up inspection can be conducted to ensure that the clean-up has been completed to the satisfaction of the CITY. Any fluids associated with the spill, or the cleanup shall be recovered for proper disposal and shall **NOT** be released into the stormwater system.
 2. In the event the vehicle operator fails to remove the leaking vehicle from service or call for the on-call mechanic to make field repairs and continues on collecting the route spreading hydraulic fluid or oil throughout the subdivision road system, the COMPANY shall be responsible to the CITY and third parties as applicable for all damages and expenses of such leaking.
 3. In the event that COMPANY does not commence clean-up of any spill or leak within the time specified above, the COMPANY shall be subject to fines in the amount of one thousand five hundred dollars (\$1,500) for each such occurrence, in addition to the COMPANY's responsibility for damages as provided in Section

2, immediately hereinabove. The COMPANY shall endeavor to prevent such occurrences by whatever means possible.

- H. Vehicle Identification. Each COMPANY vehicle shall be clearly identified with the COMPANY name, a vehicle number, and the COMPANY's telephone number that can be clearly read from a distance of one hundred (100) feet.
- I. Property Damage – As between the CITY and the COMPANY, the COMPANY shall retain full responsibility for all claims of damage to private property caused by the negligence or willful misconduct of the COMPANY. In the event of any property damage caused by the COMPANY, the COMPANY shall:
1. Immediately notify the CITY by telephone followed by electronic communication.
 2. Leave a written notice at the time of the damage at the location where the damage occurred, informing the Customer of the damage and the telephone number of the COMPANY to call for follow-up.
 3. Provide a written explanation to the CITY of the circumstances, results of any investigation, and disposition of the claim.
 4. If the customer submits a claim of damage to private property to the COMPANY the COMPANY shall notify the Customer within ten (10) working days in writing of the disposition of the claim and provide a copy to the CITY. If the COMPANY assumes responsibility for the damages, the notification shall include a date by which remedial action will be completed.
 5. The COMPANY shall use its best efforts to promptly and expeditiously resolve claims. In the event that the COMPANY denies responsibility for damages and the Customer pursues a remedy, the CITY may investigate. If the CITY believes that the COMPANY is responsible and the COMPANY continues to deny responsibility, the CITY may pursue, and the COMPANY shall present evidence to the CITY supporting its denial, whereby a COMPANY's representative and the CITY Manager will meet and resolve the claim.
 6. Accidents – The COMPANY shall immediately notify by telephone the CITY of all vehicular accidents in which there is serious personal injury or a fatality.
 7. Uniforms - The COMPANY shall at all times provide uniforms, with identification of company and employee, for all drivers and attendants.
- J. No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between CITY, its successors or assigns, on the one part, and COMPANY, its successors or assigns, on the other part.
- K. Modification and Changes. This Agreement cannot be changed or modified except by an instrument in writing signed by the party south to be changed therewith or by its duly authorized agent.
- L. Transferability of Agreement. The Agreement shall not be assigned in whole or in part by the COMPANY without the express written consent of the CITY in its sole discretion. Further, an assignment of the Agreement shall not release the COMPANY from liability of its obligations and duties stated herein unless agreed to in writing by the CITY in its sole discretion.
- M. Understandings and Agreements. This Agreement, together with other writings signed by the parties which are expressly stated to be supplemental hereto and together with any

instruments to be executed and delivered pursuant to this Agreement, constitutes the entire agreement between CITY and COMPANY, and supersedes all prior written and oral understandings. This Agreement shall be binding on the respective parties, successors and assigns

- N. **Governing Law.** This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the law of the State of South Carolina. Each party to this Agreement hereby irrevocably agrees that any legal action or proceeding arising out of or related to this Agreement or any of the agreements or transactions contemplated hereby shall be brought to the courts of York County, State of South Carolina and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum.
- O. The failure of either party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment from the future of such term, provision, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term of provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

IN WITNESS WHEREOF, COMPANY and CITY have executed or caused to be executed this Agreement, all as of the day and year first written.

COUNCIL COMMENTS



EXECUTIVE SESSION

- A. Legal Advice as it Relates to Pending Litigation Matters
- B. Contractual Matters Related the Cell Tower Lease with American Tower



ADJOURNMENT

