



**REGULAR COUNCIL MEETING**  
Council Chambers  
111 Maiden Lane, Lexington, SC  
**July 6, 2026**

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**AGENDA**

**4:30 pm: EXECUTIVE SESSION**

Matters to be discussed in Executive Session as permitted by S.C. Code Ann. §30-4-70(a):

1. Two routine personnel matters
2. Discussion of two potential property acquisitions
3. Informational update: 14 Mile Creek Gravity Trunk Project

*During Open Session at 6:00, the Town Council may take action on any matters discussed in the Executive Session.*

**6:00 pm: OPENING STATEMENT – Mayor Livingston**

**INVOCATION** – Lexington Police Department Chaplain, Michael McCormick

**PLEDGE OF ALLEGIANCE** – Retired USAF Technical Sergeant, Alan Reynolds

**CALL TO ORDER & DELETIONS FROM AGENDA**

**EXECUTIVE SESSION REPORT**

**APPROVAL OF MINUTES:**

1. June 1, 2026, Regular Council Meeting Minutes
2. May 4, 2026, Regular Council Meeting Minutes

**PRESENTATION:**

1. Proclamation Recognizing the Town of Lexington Parks Department During National Parks Month- Mayor Livingston

**VISION PLAN UPDATE** – Mayor Livingston

**TRAFFIC UPDATE** – Mayor Pro-Tem Carnes

**NEW BUSINESS ITEMS:**

1. **Approval** of the Cross Connection Control Program- Councilmember Williams

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2. **First Reading** Amending Town Ordinances to Implement the Cross-Connection Control Program- Councilmember Lyle
3. **Approval** of a Memorandum of Understanding and Annual School Resource Officer Services Agreement with Lexington County School District One- Councilmember Smith
4. **Approval** of the Contractual Agreement for Information Technology Services (Bradshaw Consulting Services) – Councilmember Michaels
5. **First Reading** of the Fiberoptic Cable Franchise Agreement and Ordinance with Windstream/Kinetic – Mayor Pro-Tem Carnes

**COMMENTS/QUESTIONS:** *(Speakers may address agenda items only, with a 3-minute time limit)*

Public & News Media

Staff & Council

**CLOSING STATEMENT & ADJOURNMENT**

*End of Agenda*

**MINUTES**  
*Town of Lexington*  
*Executive Sessions and*  
**REGULAR COUNCIL MEETING**  
**June 1, 2026**

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Town Council held an Executive Session at 4:30 p.m., followed by the Regular Council Meeting at 6:00 p.m. on June 1, 2026, in the Council Chambers at 111 Maiden Lane, Lexington, South Carolina. The meeting was attended by: Mayor Hazel Livingston, Mayor Pro-Tem Todd Carnes, Councilmembers Ron Williams Todd Lyle, Gavin Smith, Will Allen, and Councilmember Jeannie Michaels. A quorum was met.

Staff members present were Town Administrator Rachele Gleaton, Assistant Town Administrator Kevin Richardson, Chief of Police Terrence Green, Finance Director Kathy Pharr, Transportation Director Randy Edwards, Planning and Building Director Jessica Lybrand, Parks and Community Services Director Jeff Metz, Special Funds Manager Vanessa Stoquert, Attorney David Epperson, Public Information Officer Laurin Barnes, Digital Media Coordinator Michael Tolbert, and Municipal Clerk Laura Hinson.

There were approximately twelve (12) citizens present. There were no (0) members from the news media.

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**INVOCATION, PLEDGE OF ALLEGIANCE AND CALL TO ORDER:** Mayor Livingston welcomed everyone to the meeting and introduced the Councilmembers. She then invited Lexington Police Department Chaplain Kelly Mason to deliver the invocation. Following that, Sergeant, U.S. Army Airborne Infantry, and Purple Heart Recipient Scott Craig led the Pledge of Allegiance. Mayor Livingston officially called the meeting to order at 6:03 p.m.

**DELETIONS ON AGENDA:** None

**EXECUTIVE SESSION REPORT:** Mayor Livingston reported the *Executive Session* was called to order at 4:30 p.m. after a motion was made by Councilmember Williams and seconded by Mayor Pro-Tem Carnes. A motion was made by Councilmember Williams and seconded by Councilmember Smith to adjourn the *Executive Session* at approximately 5:55 p.m. Mayor Livingston reported that under SC Code §30-4-70(a), Council had a discussion regarding pending litigation. No vote was taken.

Councilmember Williams made a motion to ratify the report. It was seconded by Councilmember Allen. All in favor. The motion unanimously carried. 7 in favor/ 0 opposed.

**APPROVAL OF MINUTES:** Councilmember Smith made a motion to approve the minutes of the April 6, 2026, Regular Council Meeting, April 27, 2026, Budget Workshop (General Fund) Meeting, and May 18, 2026, Regular Work Session Meeting. Councilmember Michaels seconded the motion.

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All in favor. The motion unanimously carried. 7 in favor/ 0 opposed

**PRESENTATION:**

1. **Proclamation for Tourette Syndrome Awareness Day**-Mayor Livingston recognized June 4, 2026, as Tourette Syndrome Awareness Day and presented the proclamation to Heather Ramsey, Director of the local Tourette Syndrome organization.

**VISION PLAN UPDATE:** Mayor Livingston reported that the Town was updating its Vision Plan and encouraged residents to participate by attending the upcoming community meetings and providing feedback. She noted that additional information was available on the Town's website.

**TRAFFIC UPDATE:** Mayor Pro-Tem Carnes reported that paving operations on East Butler Street between North Church Street and North Lake Drive were scheduled to begin the following day, requiring a temporary road closure. He encouraged residents to use caution in construction areas, report roadway concerns to the Town, and follow the Lexington Police Department's social media for traffic updates.

**PUBLIC HEARINGS:**

Mayor Livingston opened the public hearing for the following items:

1. Ordinance for a Mid-Year Fiscal Year 2026 Budget Adjustment
2. Ordinance to Adopt the Fiscal Year 2026–2027 Budget
3. Ordinance to Provide for the Fiscal Year 2026–2027 Tax Levy
4. Ordinance for Development Impact Fee Updates – Phase 2
5. Ordinance for Property Transfer Authorization – Lands' End HOA

There being no public comments, Mayor Livingston closed the public hearing and proceeded to Old Business.

**OLD BUSINESS ITEMS:**

1. **Final Reading** of an Ordinance for FY 26 Mid-Year Budget Adjustment- Councilmember Lyle stated an analysis was completed to determine if capital items could be purchased in the current year to reduce requests for Fiscal Year 2027.

Councilmember Lyle made a motion for final reading approval. Councilmember Williams seconded the motion. Councilmember Lyle inquired whether the salary reductions represented long-term obligations. Town Administrator Gleaton responded that the reductions applied only to the current fiscal year and that the Town had already realized the savings.

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Councilmember Lyle then asked when the Town determined whether the salary funds would be available. Finance Director Pharr explained that most of the savings resulted from vacant positions and employee turnover, as salaries are budgeted through the end of the fiscal year. She added that additional savings were realized from reduced fringe benefit costs of those turnovers.

Town Administrator Gleaton further noted that, within the Administration Department, significant savings were achieved by utilizing contracted services for the Town Attorney and Prosecutor rather than funding full-time positions.

Mayor Pro-Tem Carnes stated that, in future budget presentations, he would like salary and fringe benefit savings to be presented separately from capital expenditures to provide a clearer comparison of personnel-related savings and capital spending. Town Administrator Gleaton requested clarification on the direction, and Mayor Pro-Tem Carnes explained that he was referring to future budget presentations rather than the current fiscal year.

Councilmember Smith asked whether the salary savings had been taken into account in the Fiscal Year 2027 budget. Town Administrator Gleaton responded that they had been considered across all departments to the extent possible. She noted that while staff plans for known retirements and anticipated turnover, employee turnover cannot be predicted with certainty.

Councilmember Smith sought clarification from Mayor Pro-Tem Carnes regarding his comments about using salary savings for employee retention, bonuses, or salary increases rather than capital expenditures. Mayor Pro-Tem Carnes confirmed that he would prefer those funds be evaluated separately during future budget discussions so Council could better assess personnel costs and capital expenditures independently.

Town Administrator Gleaton explained that, traditionally, any unspent appropriations or excess revenues, regardless of category, remain in the General Fund. She stated that staff can identify available funds during the fiscal year and, during the budget process, recommend purchasing items in the current year, carrying funds forward through the budget process, or leaving them in fund balance. She noted that these savings are viewed positively from a fiscal management standpoint and can be part of broader budget discussions.

Mayor Pro-Tem Carnes stated that he preferred future budget discussions to evaluate the budget more holistically by comparing overall expenditures and determining the most effective use of remaining funds. He emphasized that his comments were intended as a suggestion for future budget presentations rather than a change to the current budget.

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Administrator Gleaton noted that the matter had been discussed during the budget workshops and first reading. She added that staff could present the information differently in future budget cycles if directed by Council. Mayor Pro-Tem Carnes agreed that the discussion could take place during the next budget process, and Town Administrator Gleaton confirmed that approach.

Councilmember Williams asked Chief Green about the proposed vehicle purchases. Chief Green explained that purchasing the vehicles before the new fiscal year would allow the Town to take advantage of current state contract pricing, resulting in an estimated savings of \$3,000 to \$4,000 per vehicle. He also noted that ordering the vehicles early would allow sufficient time for the equipment and outfitting process. All in favor. The motion carried unanimously. 7 in favor/0 opposed.

2. **Final Reading** of an Ordinance to Adopt the FY 2026-2027 Budget- Mayor Pro-Tem Carnes stated that South Carolina law requires Town Council to adopt a balanced budget each year and noted that the proposed budget revenues, expenditures, and draft ordinance had been provided. Mayor Pro-Tem Carnes made a motion for final reading approval. Councilmember Lyle seconded the motion. All in favor. The motion carried unanimously. 7 in favor/0 opposed.
3. **Final Reading** of an Ordinance to Provide for the FY 2026-2027 Tax Levy- Mayor Pro-Tem Carnes stated that South Carolina law requires Town Council to adopt the annual Tax Levy and noted that the draft ordinance for the Fiscal Year 2027 Tax Levy had been provided. Mayor Pro-Tem Carnes made a motion for final reading approval. Councilmember Williams seconded the motion. Mayor Livingston noted a clerical error in the first reading of this ordinance had been corrected. All in favor. The motion carried unanimously. 7 in favor/0 opposed.
4. **Final Reading** of an Ordinance for Development Impact Fee Updates Phase 2- Councilmember Michaels stated that the Development Impact Fee Ordinance, adopted on February 1, 2020, requires the Planning Commission to conduct a comprehensive review and update of the Development Impact Fee Study, Capital Improvements Plan, Housing Affordability Analysis, and Development Impact Fee Ordinance at least once every five years.  
  
She noted that Phase One of the updates was adopted by Town Council on March 3, 2025, and that the transportation component had been deferred pending completion of the Local Transportation Improvement Plan (LTIP) 2.0. With the completion of LTIP 2.0, Phase Two of the required update, including the transportation component, was presented for consideration.  
  
Councilmember Michaels further reported that, at its April 22 meeting, the Planning Commission recommended approval of the updated Town of Lexington Development Impact Fee Study, Housing Affordability Study, Capital Improvements Plan, and Development Impact Fee Ordinance.

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Councilmember Michaels made a motion for final reading approval adopting Phase Two of the updated Town of Lexington Development Impact Fee Study, Housing Affordability Study, Capital Improvements Plan, and Development Impact Fee Ordinance. Councilmember Lyle seconded the motion. All in favor. The motion carried unanimously. 7 in favor/0 opposed.

5. **Final Reading** of an Ordinance for Property Transfer Authorization, Lands' End HOA- Councilmember Smith stated that the ordinance authorized the Town of Lexington to transfer a 1.00-acre parcel (Tax Map No. 003323-11-001) to the Lands' End Homeowners Association in accordance with the Easement Agreement and Dedication of Easement Agreement executed on July 13, 2023.

He explained that the transfer fulfilled the terms of the agreement following the completion of the Town's pump station construction on the property and authorized the Mayor and Town Council to execute all documents necessary to complete the transfer.

Councilmember Smith made a motion for final reading approval. Mayor Pro-Tem Carnes seconded the motion. All in favor. The motion carried unanimously. 7 in favor/0 opposed.

**NEW BUSINESS ITEMS:**

1. **Approval of Road Resurfacing Project Change Order (s)**- Councilmember Williams stated that, in March 2025, Town Council approved a \$4 million road resurfacing project to address roadways with pavement condition ratings of D or F. In May 2025, Council approved a construction contract with InLine Paving Industries, LLC, in the amount of \$3.4 million, leaving available funding within the approved project budget.

He further noted that, in April 2026, the Lexington County C-Fund Program awarded the Town \$60,000 for concrete curb and sidewalk repairs. As the resurfacing project was expected to be completed under budget, staff requested authorization to execute change orders to resurface additional roadway segments that had been removed from the original project list and to complete select concrete repairs.

Councilmember Williams made a motion to authorize the change orders. Councilmember Michaels seconded the motion.

Councilmember Smith asked Transportation Director Edwards whether the work would include the crosswalk at Sterling Bridge. Mr. Edwards responded that, as previously discussed, the crosswalk was included as part of the original contract. All in favor. The motion carried unanimously. 7 in favor/ 0 opposed.

2. **Approval** of the SCDOT Signal Maintenance Agreement Modifications- Councilmember Smith stated that the Town has an existing Signal Maintenance Agreement with the South Carolina Department of Transportation (SCDOT),

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Agreement No. TRA-9-24, which became effective on April 1, 2024, for the maintenance, construction, and construction inspection of traffic signals, flashing beacons, and signal communications. He noted that Modification No. 2 to the agreement had been included in the agenda packet for Council's consideration.

Councilmember Smith made a motion to authorize staff to execute the agreement modification with SCDOT. Councilmember Williams seconded the motion. 7 in favor/ 0 opposed

**3. Approval of Services Agreement with Off Duty Management, Inc.**

Councilmember Allen stated that the proposed agreement with Off Duty Management, Inc. would provide administration and management of the Police Department's off-duty employment program, including scheduling, payroll, invoicing, and coordination of off-duty assignments.

Councilmember Allen made a motion to approve the services agreement with Off Duty Management, Inc. Councilmember Smith seconded the motion. All in favor. The motion carried unanimously. 7 in favor/ 0 opposed.

**4. Approval of Accommodations Tax 2026 Applications**

Councilmember Lyle stated that the Accommodations Tax Advisory Committee met on April 16, 2026, to review the Fiscal Year 2026 Accommodations Tax funding applications. He noted that Committee Chair Marvin Robinson had presented the recommendations to Council at its previous meeting. Eleven applications requesting a total of \$371,500 were submitted. The Town allocated 65% of Accommodations Tax revenue for tourism-related expenditures, with \$213,120.40 available for Fiscal Year 2026. A spreadsheet outlining the funding requests and the Committee's recommended awards was provided for Council's consideration.

Councilmember Lyle further reported that the Committee had approved the Lexington Chamber and Visitors Center budget as the recipient of the 30% Special Fund designated for advertising and promotion. For Fiscal Year 2026, the Chamber was recommended to receive \$98,185.89.

Councilmember Lyle made a motion to approve the Accommodations Tax Advisory Committee's funding recommendations. Mayor Pro-Tem Carnes seconded the motion.

Councilmember Lyle remarked that Council had discussed the matter at length and expressed appreciation for the Committee's work in reviewing the applications. He acknowledged that while not everyone agreed with every recommendation, the Committee's efforts were appreciated.

Mayor Livingston agreed and stated that, based on legal guidance, the application process may be revised for next year and that the matter would be brought back to Council for future discussion.

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Councilmember Smith stated that, although he did not agree with all of the Committee's recommendations, he appreciated the time and effort the Committee devoted to the review process. He also noted that he had contacted state officials and legislators regarding possible clarification of the state accommodations tax law.

Councilmember Williams asked whether the Town paid membership dues to the Lexington Chamber. Staff confirmed that the Town does not pay Chamber membership dues and explained that the Town only pays for meal costs when attending Chamber events in support of the community. The motion carried. 5 in favor/ 2 opposed (Smith and Allen).

**5. First Reading of Facility Fee Ordinance for Icehouse Amphitheater**

Councilmember Michaels stated that, as discussed during previous work sessions, the proposed ordinance would establish a \$2.00 facility fee on each ticket sold for commercial events held at the Icehouse Amphitheater. She explained that the fee was intended to support the repair, maintenance, upgrades, and capital improvements of the Icehouse and related infrastructure. She further noted that the fee would be collected by the Icehouse operator at the point of sale, remitted monthly to the Town, and deposited into a restricted fund dedicated to those purposes.

Councilmember Michaels made a motion to approve first reading of the ordinance. Mayor Pro-Tem Carnes seconded the motion.

Councilmember Michaels stated that, after additional discussions with staff, she believed further consideration was needed regarding long-term maintenance funding. She expressed support for additional discussion before moving forward and suggested postponing the item.

Mayor Livingston asked Town Administrator Gleaton about the anticipated maintenance needs and commented that a user fee for ticketed events was a common approach that could help fund repairs. Administrator Gleaton clarified that the proposal was a user fee, not a tax. She explained that the Icehouse is currently funded through the Town's General Fund and Accommodations Tax revenues and that there is no dedicated funding source for ongoing maintenance. She noted that staff could provide additional research and answer questions raised by Council before any future action, as she was not aware of these questions before tonight.

Councilmember Williams asked whether events held at the Icehouse Pavilion typically involved ticket sales. Director Metz responded that they generally did not. Councilmember Williams expressed concern that users of different portions of the Icehouse facility would not be treated consistently and suggested delaying consideration until staff could evaluate whether the proposal should apply to the entire Icehouse facility. He also requested information on the number of events held annually at the Pavilion.

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Director Metz stated that more than 40 non-Town events were held at the Pavilion and explained that, if adopted, the user fee could be collected either through the Town's ticketing system or by private event organizers. Town Administrator Gleaton noted that, if Council chose to expand the proposal, the ordinance would need to be revised to clearly include both the Amphitheater and Pavilion.

Councilmember Williams also asked whether the proposed \$2.00 fee would generate sufficient revenue to meet maintenance needs. Director Metz responded that, while it would not cover all future costs due to inflation, it would provide meaningful assistance with maintenance and facility improvements.

Councilmember Smith asked whether additional Accommodations Tax funding could instead be dedicated to Icehouse maintenance. Administrator Gleaton responded that staff had requested guidance from the state regarding the use of Accommodations Tax revenues and had not yet received a response. She explained that the Town could also work with the local Accommodations Tax Advisory Committee to reevaluate funding priorities, noting that the governing body has the authority to establish those priorities and that they had not been comprehensively reviewed in several years. She added that staff will also research best practices used by other jurisdictions.

Mayor Pro-Tem Carnes asked Director Metz about Lexington County Accommodations Tax funding for the Icehouse. Director Metz stated that the County awarded \$15,000 the previous year for advertising and concerts and that a request for \$30,000 had been submitted for the current year, although County Council had not yet taken final action. Mayor Pro-Tem Carnes commented that Council could place greater emphasis on establishing a dedicated maintenance funding source during the next budget cycle.

Following the discussion, Councilmember Michaels withdrew her motion for first reading, and Mayor Pro-Tem Carnes withdrew his second.

Councilmember Lyle stated that he did not support the proposed fee, expressing the opinion that Icehouse maintenance should continue to be funded through the Town's budget like other Town facilities. He also expressed concern about adding additional fees to ticket prices and the potential impact on nonprofit organizations hosting events at the venue.

Councilmember Smith then made a motion to take no action on the proposed ordinance. Councilmember Allen seconded the motion. All in favor. The motion carried unanimously. 7 in favor/ 0 opposed.

**PUBLIC COMMENTS:**

Ms. Paula Kauffmann, 201 Allenbrooke Way, noted that her last name had been misspelled in a previous set of meeting minutes. Staff confirmed that the spelling can be corrected.

**NEWS MEDIA QUESTIONS:** None

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**STAFF:** None

**COUNCIL COMMENTS:** Councilmember Smith noted that the budget included a line item for dues and subscriptions that appeared to reflect a \$700 payment to the Lexington Chamber. Town Administrator Gleaton responded that staff did not believe the Town paid Chamber membership dues but would research the line item and verify its purpose before the next work session.

**ANNOUNCEMENTS:** Mayor Livingston thanked Town staff for their hard work in preparing the budget. She stated that the budget focused on delivering core government services efficiently and effectively, with no property tax increase or utility rate increases. She also highlighted investments in personnel, including additional positions in the Police, Transportation, and Finance Departments, as well as full funding of the Town's pay and compensation plan and a cost-of-living adjustment.

Mayor Livingston announced that the next Mayor's Storytime in the Park would be held on June 16 at 10:30 a.m. and thanked local businesses for their involvement. She noted that 71 children, not including infants, attended the previous Storytime event.

Mayor Livingston also reported that the Market at Icehouse was underway each Saturday at the Icehouse Amphitheater and encouraged residents to support local vendors. She concluded by encouraging the public to follow the Town's social media pages and visit the Town's website for information on upcoming Town and Icehouse events.

**ADJOURNMENT:** Without objection, Mayor Livingston adjourned the meeting at 7:14 p.m.

Respectfully submitted,

\_\_\_\_\_  
Jane Cook  
Assistant Municipal Clerk

APPROVED:

\_\_\_\_\_  
Hazel Livingston  
Mayor

*FOIA COMPLIANCE – Public notification of this meeting was published, posted, and mailed in compliance with the Freedom of Information Act and the Town of Lexington requirements.*

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*Town of Lexington*  
*Executive Sessions and*  
**REGULAR COUNCIL MEETING**  
**May 4, 2026**

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Town Council held an Executive Session at 4:30 p.m., followed by the Regular Council Meeting at 6:00 p.m. on May 4, 2026, in the Council Chambers at 111 Maiden Lane, Lexington, South Carolina. The meeting was attended by: Mayor Hazel Livingston, Mayor Pro-Tem Todd Carnes, Councilmembers Ron Williams Todd Lyle, Gavin Smith, Jeannie Michaels, and Will Allen. A quorum was met.

Staff Present: Town Administrator Rachele Gleaton, Assistant Town Administrator Kevin Richardson, Chief of Police Terrence Green, Municipal Judge Brian Jeffcoat, Clerk of Court Reginal Lowell, Deputy Clerk of Court Christine Brunnemer, Assistant Deputy Clerk of Court Krystle Willingham, Assistant Finance Director Laraine Wieder, Transportation Director Randy Edwards, Town Attorney David Epperson, Parks and Community Services Director Jeff Metz, Planning and Building Director Jessica Lybrand, Financial Reporting Manager Chad Melvin, Utilities Superintendent Madison Leonard, Public Information Officer Laurin Barnes, Digital Media Coordinator Michael Tolbert, and Municipal Clerk Laura Hinson

There were approximately twenty-seven (27) citizens present. There were no (0) members from the news media.

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**INVOCATION, PLEDGE OF ALLEGIANCE AND CALL TO ORDER:** Mayor Livingston welcomed everyone to the meeting, introduced the members of Town Council, and invited Councilmember Allen to deliver the invocation. Retired Army Veteran Sergeant First Class Kristine Craig then led the Pledge of Allegiance. Mayor Livingston called the meeting to order at 6:14 p.m.

**DELETIONS ON AGENDA:** None

**EXECUTIVE SESSION REPORT:** Mayor Livingston reported that Executive Session was called to order at **4:30 p.m.** following a motion by Councilmember Allen, seconded by Councilmember Williams. Pursuant to **S.C. Code § 30-4-70(a)**, Council discussed a contract for a pavement rehabilitation project, two potential property acquisitions, a legal briefing regarding *Rawl Road Land, LLC, Wade McGuinn, and Mirrorville, LLC v. Town of Lexington*, and personnel matters related to the compensation plan and departmental reorganization. Mayor Pro-Tem Carnes moved to adjourn Executive Session, and Councilmember Allen seconded the motion. Executive Session adjourned at approximately 6:10 p.m. No action was taken during Executive Session. Mayor Pro-Tem Carnes made a motion to ratify the report. It was seconded by Councilmember Michaels. All in favor. The motion was unanimously carried. 7 in favor/ 0 opposed

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**APPROVAL OF MINUTES:** Mayor Pro-Tem Carnes made a motion to approve the minutes of March 23, 2026, Special Called Work Session and March 23, 2026, Special Budget Workshop. Councilmember Williams seconded the motion. The motion carried unanimously. 7 in favor/ 0 opposed

**VISION PLAN UPDATE:** Mayor Livingston announced that construction of the new Old Mill Pond Trail municipal parking lot would begin in early June. She noted the project will add 73 paved parking spaces and is part of the Town's Vision Plan. During construction, parking will remain available at the top of the Old Mill and the new gravel lot on South Lake Drive.

**TRAFFIC UPDATE:** Mayor Pro-Tem Carnes provided an update on current traffic impacts throughout Town. He noted lane closures at Augusta Highway and Two Notch Springs Road for paving operations, ongoing Utilities Department water line replacement work in the downtown area on Harmon Street, Corley Street, and Fox Street, and a lane shift on Columbia Avenue at Reed Avenue due to sinkhole repairs. He encouraged motorists to use caution in construction and detour areas, follow the Town and Police Department's social media for traffic updates, and report traffic signal issues, unsafe roadway conditions, or potholes to the Town. He concluded with a lighthearted reminder for motorists to avoid blocking roadways while waiting in line at Dutch Bros. Coffee.

**PRESENTATIONS:**

1. **Proclamation for Peace Officers Memorial and Police Week-** Mayor Livingston presented a proclamation honoring local law enforcement officers and reminded everyone that the Peace Officers Memorial Ceremony would be held on May 13 at 9:30 a.m. at the Veterans Memorial.
2. **Proclamation Recognizing Transportation Week-** Councilmember Williams presented a proclamation recognizing the Town of Lexington Transportation Department. Mayor Pro-Tem Carnes asked Director Edwards to highlight the Town's advanced adaptive traffic signal system. Director Edwards explained that the system adjusts signal timing in real time, is continuously improving, and links traffic signals to enhance traffic flow throughout the Town.
3. **Proclamation Recognizing Small Business Week-** Mayor Pro-Tem Carnes presented a proclamation recognizing Small Business Week. Members of the Lexington Chamber of Commerce accepted the proclamation on behalf of the local business community and encouraged residents to support and celebrate the small businesses that play such an important role in the Town's economy and community.
4. **Proclamation Recognizing Wingard's Market as USA Today's #1 Plant Nursery in 2026** -Mayor Livingston recognized Wingard's Market for its recent national recognition by *USA Today*, acknowledging the market's longstanding commitment to the community and congratulating its owners and staff on this outstanding achievement. She noted that the honor reflects the exceptional service

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and quality that have made Wingard's Market a cherished Lexington institution for generations.

5. **Presentation to Council of the Community Excellence Award for Lexington's Week of Restaurants** -Angelle LaBorde, President and CEO of the Lexington Chamber and Visitors Center, presented Town Council and staff with an award recognizing the Town's efforts during Week of Restaurants. Mayor Livingston noted that Digital Media Coordinator Michael Tolbert, along with other Town staff involved in marketing, should also be recognized for their contributions and the award really belonged to them.

**PUBLIC HEARINGS:** *(speakers are limited to 3 minutes)*

Mayor Livingston opened the public hearing portion of the meeting and announced the following public hearing items for consideration:

1. Annexation of Lexington County Tax Map#004300-07-162, -031, -133 1100 Block of W Main
2. Recommendation on Rezoning from High Density Residential to High Density Residential and Limited Commercial with a Planned Unit Development Overlay on Lexington County Tax Map Number# 004300-07-153 and -024, located at 201 Old Chapin Road
3. Recommendation on Rezoning from Limited Commercial to High Density Residential with a Planned Unit Development Overlay on Lexington County Tax Map Number 004323-02-001, located at 100 Snelgrove Road.
4. Approval of a Planned Unit Development Consisting of a 51 Unit Townhome Project that will include .80 acres of Limited Commercial Office Space

With no one wishing to speak, Mayor Livingston closed the public hearing. Council then proceeded to the Old Business portion of the agenda.

**OLD BUSINESS ITEMS:**

1. **Final Reading** Annexation of Lexington County Tax Map#004300-07-162, -031, -133 1100 Block of W Main – Councilmember Smith made a motion to approve the annexation. Councilmember Williams seconded the motion. Motion carried unanimously. 7 in favor/ 0 opposed
2. **Final Reading** Recommendation on Rezoning from High Density Residential to High Density Residential and Limited Commercial with a Planned Unit Development Overlay on Lexington County Tax Map Number# 004300-07-153

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and -024, located at 201 Old Chapin Road – Mayor Pro-Tem Carnes made a motion to approve the rezoning. Councilmember Lyle seconded the motion. Motion carried unanimously. 7 in favor/ 0 opposed

3. **Final Reading** Recommendation on Rezoning from Limited Commercial to High Density Residential with a Planned Unit Development Overlay on Lexington County Tax Map Number 004323-02-001, located at 100 Snelgrove Road- Mayor Pro-Tem Carnes made a motion to approve the rezoning. Councilmember Williams seconded. Councilmember Smith asked Attorney David Epperson whether the Town could incur liability if power lines on the property were damaged due to differing setback requirements. Attorney Epperson responded that, while he had not reviewed the PUD in the same level of detail as the Planning Department, if the power lines are located within a utility easement, as they should be, the utility company would be responsible. Director Lybrand added that no variances affect the area beneath the power lines and that no structures may be built within utility easements. The motion carried unanimously. 7 in favor/ 0 opposed
4. **Final Reading** Approval of a Planned Unit Development Consisting of a 51 Unit Townhome Project that will include .80 acres of Limited Commercial Office Space- Mayor Pro-Tem Carnes moved to approve the PUD, and Councilmember Michaels seconded the motion. Councilmember Smith noted that the property had previously been eligible for approximately 100 units, but the proposed development by a local builder would reduce that number to 51 units. Mayor Pro-Tem Carnes added that the redevelopment includes significant traffic improvements, as discussed during previous readings, and noted that the existing residents would be relocated. Councilmember Williams asked whether the property contained wetlands, and Director Lybrand responded that she was not aware of any and noted the development would maintain a 150-foot rear buffer. The motion carried unanimously. 7 in favor/ 0 opposed

**NEW BUSINESS ITEMS:**

1. **Appointment** of Municipal Court Judge- Mayor Livingston and Town Council reappointed Judge Brian Jeffcoat to a three-year term as Municipal Judge. Mayor Livingston made the motion, which was seconded by Councilmember Williams. Councilmember Lyle commended Judge Jeffcoat for his service and thanked him for the excellent job he has done. The motion carried unanimously. 7 in favor/ 0 opposed

Mayor Livingston then administered the Oath of Office to Judge Jeffcoat, who was joined by his father, Johnny Jeffcoat. (*Oath of Office attached.*)

2. **Resolution** to Certify the Property Located at 100 Snelgrove Road as an Abandoned Building Site Pursuant to the South Carolina Abandoned Buildings

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Revitalization Act-Councilmember Smith moved to approve the resolution, and Councilmember Lyle seconded the motion. Mayor Pro-Tem Carnes asked whether the resolution was related to eligibility for tax credits. Director Lybrand explained that the building has not had utilities since 2020 and that the resolution supports its rehabilitation. The motion carried. 6 in favor/ 0 opposed/ 1 absent (Williams)

- 3. Approval of Letter of Support for Woodland Townes-** Councilmember Michaels moved to approve authorizing the mayor to sign the letter, and Councilmember Lyle seconded the motion. Mayor Pro-Tem Carnes asked Mr. Field Goodlett, representing Connelly Development, to clarify the purpose of the request, noting he understood there would be no income restrictions. Mr. Goodlett explained the project is applying for federal and state housing tax credits through the South Carolina State Housing Finance and Development Authority and is intended to provide workforce housing serving a range of area median income levels. In response to additional questions from Mayor Pro-Tem Carnes, Mr. Goodlett confirmed the units would be rental units only and would not be individually sold. He also stated that while some townhomes would be ADA accessible, they would not include elevators.

Director Lybrand added that, although designed as townhomes, the development would operate like an apartment complex, with the units owned, maintained, and leased by a single owner and does meet ordinance requirements. 6 in favor / 1 opposed (Carnes) motion carried.

- 4. Accommodations Tax 2026 Applications-** Councilmember Lyle moved to approve the Accommodations Tax Advisory Committee's funding recommendations, and Mayor Pro-Tem Carnes seconded the motion.

Councilmember Smith revisited discussion from a previous work session regarding the Community Fun Day application. Attorney David Epperson clarified that Council may amend the committee's recommendations, provided any changes comply with state accommodations tax requirements.

Administrator Gleaton summarized the Accommodations Tax Advisory Committee's evaluation based on the committee sending a summary of the Community Fun Day application. She explained that while the applicant estimated that some attendees would travel from outside a 50-mile radius, the committee found insufficient evidence to demonstrate the tourism impact and measurable economic benefit required under state law. The committee also determined the application lacked a defined marketing strategy to support eligibility for accommodations tax funding and concluded the event was primarily a local community service initiative rather than a tourism-focused event. She further noted that if accommodations tax funds were awarded to a project that does not meet state eligibility requirements, the Town could be required by the State Accommodations Tax Oversight Committee to repay those funds.

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Administrator Gleaton emphasized that the recommendations before Council were those of the Accommodations Tax Advisory Committee, not Town staff, and that staff's role was to present the committee's recommendations. She noted that while Council has the authority to modify the recommendations, the committee serves in an advisory capacity under state law. She added that although this year's application process had concluded, Council could revise the application and evaluation criteria for future funding cycles if it wished to provide different direction to the committee.

Councilmember Michaels asked which organizations would be affected if Council chose to reallocate funding. Councilmember Smith stated that his comments were not intended as criticism of Experience Columbia, the Columbia Museum of Art, or the other recommended organizations, noting they are worthwhile organizations that provide valuable services and measurable results. However, he expressed his preference to direct more accommodations tax funding toward local events, including Community Fun Day, rather than increasing funding for regional organizations.

Councilmember Allen agreed that he would prefer to keep more accommodations tax funding within the Town whenever possible. He suggested that rather than proceeding with the next agenda item establishing a facility fee for Icehouse event tickets, Council could instead consider adjusting the accommodations tax allocations to provide additional support for local events, which he believed could reduce or eliminate the need for the proposed facility fee.

Councilmember Williams asked Attorney Epperson whether Community Fun Day, if funded, would be limited to eligible accommodations tax expenditures. Attorney Epperson confirmed that any awarded funds could only be used for purposes authorized under state law, including advertising and other eligible tourism-related expenses.

Mayor Pro-Tem Carnes reminded Council that organizations such as Experience Columbia help market and promote Lexington's events through regional advertising efforts and cautioned against overturning the Accommodations Tax Advisory Committee's recommendations without careful consideration, noting the committee's members have significant industry experience and spend considerable time evaluating each application.

Administrator Gleaton noted that, during the previous work session, Council had asked about alternative funding sources for the event. She stated that hospitality tax funding may be a potential option for supporting the event under consideration.

Mayor Livingston suggested tabling the item to allow Council additional time to review the applications, committee recommendations, state requirements, and eligible expenditures. Councilmember Smith agreed additional review would be beneficial. Councilmember Lyle amended his motion to table the item for further discussion at the next work session, including a review of the committee's recommendations, funding allocations, and eligible uses of accommodations tax

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funds. Mayor Pro-Tem Carnes accepted and seconded the amended motion. The motion to table carried unanimously. 7 in favor/ 0 opposed

5. **First Reading** of Facility Fee Ordinance for Icehouse Amphitheater- Councilmember Michaels moved to approve the ordinance on first reading establishing an Icehouse facility fee. Mayor Pro-Tem Carnes seconded the motion.

Mayor Livingston noted that the Icehouse is approximately ten years old and requires ongoing maintenance and repairs. She stated that facility fees are common at similar venues and provide an equitable way for those who use and enjoy the venue, many of whom are visitors from outside the Town, to help support its long-term upkeep.

Councilmember Michaels confirmed with Administrator Gleaton that the fund would be dedicated solely to Icehouse improvements and that any unspent funds would be carried forward from year to year.

Council discussed the proposal in relation to the previous accommodations tax agenda item. Councilmember Allen stated he would prefer to first consider whether accommodations tax funding could be adjusted to provide additional support for Icehouse repairs before adopting a facility fee. Councilmember Smith expressed a similar view, suggesting that reallocating accommodations tax funding could reduce or eliminate the need for the proposed fee while acknowledging that many Icehouse patrons also support local businesses.

Administrator Gleaton explained that the item was presented during the budget process due to the timing of budget adoption but could also be considered separately. Attorney David Epperson clarified that the proposal was for a facility use fee rather than a tax, noting that a flat fee is common practice. He further stated that comparable venues, including the Newberry Opera House and the venue in Irmo, utilize similar facility use fees.

Following discussion, Councilmember Smith moved to amend the motion to table the ordinance for further consideration. Councilmember Michaels amended her initial motion to table the item. Mayor Pro-Tem Carnes seconded the motion to table. 5 in favor/ 2 opposed (Williams, Lyle) Motion carried.

6. **Resolution** Authorizing Acquisition of Property Rights for S 53-14 Mile Creek Gravity Sewer Project, Including Potential Condemnation. Councilmember Allen presented the resolution and moved for its approval. Councilmember Michaels seconded the motion. The motion carried unanimously (*Resolution attached.*)

7 in favor/ 0 opposed

7. **First Reading** Property Transfer Authorization- Councilmember Smith summarized the proposed ordinance authorizing the property transfer in accordance with a previously approved easement agreement for the pump station. Councilmember Smith moved to approve the ordinance's first reading, and

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Councilmember Williams seconded the motion. The motion carried unanimously, 7 in favor/ 0 opposed.

8. **First Reading** Development Impact Fee Update Phase 2- Mayor Pro-Tem Carnes presented for Council consideration the first reading of the ordinance adopting Phase II of the Impact Fee Update, following completion of the required impact fee study. Staff noted the Planning Commission recommended approval at its April 22, 2026, meeting and that the update includes the transportation component.

Mayor Pro-Tem Carnes moved to approve the first reading, and Councilmember Michaels seconded the motion.

Councilmember Smith remarked that when he first joined Council, he opposed impact fees, but through education and experience he has come to recognize they are authorized by state law and serve as an important tool to ensure developers help address the impacts of growth on public infrastructure. He added that while he would like to see changes to state law, he appreciates the work that has gone into the impact fee program.

Councilmember Williams asked Director Edwards to summarize the program's impact. Director Edwards reported that nearly \$7 million has been collected through impact fees, with approximately \$3.5 million already invested in completed infrastructure projects and additional projects pending. The motion carried unanimously. 7 in favor/ 0 opposed

9. **Approval** of Special Events Permit and Procedures Process- Councilmember Williams presented the proposed updates to the Special Events Permit and Procedures Process, explaining that the revisions were developed and are intended to improve and clarify the administrative process. The recommended updates were outlined in the agenda packet and do not require an ordinance amendment. Councilmember Williams moved to approve the updated Special Events Permit and Procedures Process, and Mayor Pro-Tem Carnes seconded the motion. The motion carried unanimously, 7 in favor/ 0 opposed

10. **First Reading** Mid-Year FY 2026 Budget Adjustment- Councilmember Lyle presented the proposed mid-year budget adjustment, noting that staff conducted an analysis of the requested budget changes and that the adjustments outlined in the agenda packet resulted in a net zero impact to the budget. Councilmember Lyle moved to approve the mid-year budget adjustment, and Councilmember Smith seconded the motion. The motion carried unanimously, 7 in favor/ 0 opposed

11. **First Reading** (Title Only) Ordinance to Adopt the FY 2026-2027 Budget- Mayor Pro-Tem Carnes presented the proposed FY 2026-2027 budget, noting that state law requires the Town to adopt a balanced budget and that the proposed balanced budget was included in the agenda packet. Mayor Pro-Tem Carnes moved to

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approve the budget's first reading, and Councilmember Michaels seconded the motion.

Mayor Livingston noted that the staff would be making several revisions before second reading and that the updated budget would be available for Council's review.

Councilmember Smith referenced a capital outlay item for the Parks Department regarding a rear loader and asked whether purchasing equipment would address roadway damage caused by stabilizers on rented equipment. Director Metz explained that staff evaluated the operational need and costs and determined that continuing to rent the equipment remains the most cost-effective option.

Councilmember Smith also asked for an update on the Town's lobbying contracts. Administrator Gleaton confirmed that staff is reviewing those agreements.

Mayor Pro-Tem Carnes asked Chief Green whether the Town remains competitive with surrounding law enforcement agencies' salaries. Chief Green responded that several municipalities have recently increased their starting salaries by approximately \$4,000 above the Town's current starting salary. He noted he did not have the specific municipality comparisons available during the meeting but would provide that information later. Chief Green also reported that the Police Department currently has 66 sworn officers with three vacancies.

Mayor Livingston commended the Lexington Police Department for the positive relationship it maintains with the community.

The motion to approve the budget on first reading carried unanimously, 7 in favor/ 0 opposed.

12. **First Reading** Ordinance to Provide for the FY 2026-2027 Tax Levy- Mayor Pro-Tem Carnes presented the proposed tax levy ordinance, noting that South Carolina law requires the Town to adopt an annual tax levy and that the proposed ordinance includes no tax increase. Mayor Pro-Tem Carnes moved to approve the ordinance's first reading, and Mayor Livingston seconded the motion.

Mayor Livingston noted that the Town has not increased its tax levy in nearly 30 years. Mayor Pro-Tem Carnes added that the Town has been able to avoid increasing property taxes through responsible growth management and the use of revenue sources such as impact fees, hospitality tax, accommodations tax, and other growth-related revenues. He acknowledged that while growth often receives criticism, it has helped reduce the tax burden on residents, although that approach may not always be sustainable. He commended Town Council and staff for their continued efforts to manage growth responsibly.

Motion carried unanimously. 7 in favor/ 0 opposed

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13. **Authorize** Lexington County SS4A Collaboration- Councilmember Allen presented the proposed collaborative economic development program, explaining that it would strengthen collaboration with Lexington County and other local jurisdictions to enhance regional competitiveness and economic impact. Councilmember Allen moved to approve participation in the collaborative effort, and Councilmember Williams seconded the motion. The motion carried unanimously. 7 in favor/ 0 opposed

**PUBLIC COMMENTS:** Mr. Scott Starnes, 201 Old Chapin Road, Apartment E5, a resident of the Lakeland Apartments, asked about relocation assistance for current tenants affected by the proposed redevelopment. He stated that he had not received any information regarding the relocation process or available assistance and expressed concern about how the transition would be handled. He also thanked Town Council for their service.

Mayor Livingston stated that the Town would provide Mr. Starnes' information to the developer, Mr. Connelly, and noted that Director Lybrand could also provide additional information.

Director Lybrand explained that the Planning Commission had previously discussed relocation assistance with the developer and that outreach to residents would begin once the approval process was complete. She offered to speak with Mr. Starnes after the meeting regarding the process and added that Mr. Connelly can speak with him as well.

Ms. Paula Kauffmann, 201 Allenbrooke Way, commented on Items 4 and 5, which were tabled, and encouraged Council to consider the net cost of administering and collecting the proposed Icehouse facility use fee in relation to the revenue it would generate. She urged Council and staff to carefully study the matter before moving forward.

She also questioned the tax levy ordinance, noting that it referred to 23.6 mills, while the ordinance reflected 24.6 mills.

Administrator Gleaton responded that staff would review the discrepancy to determine whether it was a clerical error by comparing the ordinance with the Town's tax records and would provide clarification before second reading.

**NEWS MEDIA QUESTIONS:** None

**STAFF:** None

**COUNCIL COMMENTS:** None

**ANNOUNCEMENTS:** Mayor Livingston welcomed the Town's new employees and announced the upcoming Wine Walk, encouraging the community to attend. She noted that splash pads and misting stations at participating Town parks are now open and announced that the Mayor's Storytime in the Park series would return on May 19. Mayor

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Livingston also recognized May as a busy month, including National Public Works Week and Municipal Clerks Month, noting those observances would be recognized later. She wished Councilmember Smith a happy upcoming birthday and extended Mother's Day wishes to all mothers in the community.

**ADJOURNMENT:** Mayor Livingston thanked the Councilmembers and citizens for attending and watching the Town Council meeting. The meeting adjourned at 8:32 p.m.

Respectfully submitted,

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Laura Hinson  
Municipal Clerk

APPROVED:

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Hazel Livingston  
Mayor

*FOIA COMPLIANCE – Public notification of this meeting was published, posted, and mailed in compliance with the Freedom of Information Act and the Town of Lexington requirements.*



**TO:** Mayor and Town Council  
**FROM:** Councilmember Williams  
**SUBJECT:** Approval of Cross Connection Control Program  
**DATE:** July 6, 2026

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**BACKGROUND:** A Cross Connection Control Program helps protect the Town's public drinking water system by preventing contaminants from entering the water supply through backflow. Adoption of the program is necessary to comply with federal and state drinking water regulations, South Carolina Department of Environmental Services (SC DES) requirements, and applicable plumbing codes.

The proposed Cross Connection Control Program, included in the agenda packet, establishes the Town's requirements and procedures for protecting the public water system.

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**ACTION REQUESTED:** Council approval and adoption of the Cross Connection Control Program

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**BUDGET AND FINANCE:** n/a



Utilities Department

111 Maiden Lane | Lexington, SC 29072

## Cross Connection Control Program

*Last updated: March 2026*

The Town of Lexington (Town) maintains this Cross Connection Control Program (Program) to protect the public water supply, as well as comply with the Code of Federal Regulations [CFR 29, 1910.141 (b)(2)(ii)], the State Primary Drinking Water regulations [R. 61-58.7 F.-Cross Connection Control], International Plumbing Code guidelines and South Carolina Department of Environmental Services (SCDES) guidelines.

As per R. 61-58.7 F. (1)(a)(i), the overarching purpose of the Program is to locate and eliminate unprotected cross connections.

The Program is approved by Town ordinances: 50.12 (A) (13) and 151.06.03 (B).

1. **High Hazard Cross Connections** – As defined in SCR 61-58.7 (F) (4): any connection to the Town’s potable water system which has or may have any material in the water dangerous to health, or connected to any material dangerous to health, that is or may be handled under pressure, or subject to negative pressure.
  - a. Such a connection requires either an air gap separation or an approved reduced pressure principle backflow prevention assembly with installation in an area not prone to flooding.
2. **Low Hazard Cross Connections** – Any connection to the Town’s potable water system not meeting the ‘High Hazard’ definition.
  - a. Any potable water plumbing inside a structure, dwelling or building must meet internal plumbing codes required to prevent backflow into the Town’s potable water system.
    - i. Any water line tying into the structure plumbing after the service line connection point at the structure, such as a private well or an irrigation system (regardless of size), requires that a double check valve assembly (DCVA) be installed on the customer’s service line just downstream of the water meter.
  - b. Any water line tying into a customer’s potable service line requires that a DCVA be installed on the customer’s service line upstream of the connection point and just downstream of the water meter.
    - i. New DCVA devices shall be tested upon installation and before use by the customer. (See d.ii. below.)

- ii. A pre-existing irrigation line with a DCVA does not need to change the location of the backflow prevention device.
- iii. A previously 'grandfathered' backflow prevention device that is something other than a testable DCVA, will now require compliance with 2.b.
- c. It is the property owner's responsibility to test, repair (if necessary) and replace (if necessary) the DCVA.
  - i. All DCVA devices will be tested annually.
  - ii. DCVA devices shall be tested by certified testers in accordance with state regulations.
- d. All DCVA devices will be tracked in the Town's Program database.
  - i. As a courtesy, the Town will send out reminders to customers approximately thirty (30) days prior to the annual testing due date.
  - ii. Initial Backflow Device Test Reports (test report) must be received within ten (10) days of the annual testing due date or the day it was placed into service if new.
    - 1. Send scanned reports to: [mpeterson@lexsc.gov](mailto:mpeterson@lexsc.gov). Hard copies can also be mailed to 111 Maiden Lane. Questions can be directed to Mary Peterson at 803-951-4651.
    - 2. Any DCVA that fails its annual test must be repaired or replaced. The test report documenting the device failure is to be sent to the Town and the DCVA must be retested immediately following repair or replacement.
    - 3. A passing test report must be received for the repaired or replaced DCVA within thirty (30) days from the date of failure.
  - iii. If the test report is not received within ten (10) days of the annual testing due date, a non-compliance notice will be delivered to the residence stating that they have a fourteen (14) day grace period to comply before a discontinuance of water service occurs in the week that follows the grace period.
    - 1. If it is necessary to shut off the water service, the responsible account will be invoiced for the Town's costs associated with enforcing the Program requirements, including, but not limited to: all staff hours, fuel and vehicle use required to notify the customer, shut off the water service and to restore the water service.
    - 2. Service may be restored prior to the fee being paid; however, failure to pay the fee on time will result in the discontinuance of water service and an additional fee.
    - 3. The Town shall not be liable for damages, losses or claims arising from discontinuance of water service.

- iv. All paperwork and associated dates will be tracked in the Town's Program database for a period not less than five years.
- e. Any contractor connecting to the Town's potable water system must have a water meter provided by the Town and adequate backflow prevention. The contractor must also coordinate their intended location(s) of connection.
  - i. If the contractor can demonstrate that the connection to the Town's water system will utilize an air gap, then a meter only will be provided. A deposit equal to the cost of replacing the meter plus 15% will be required.
  - ii. If the contractor cannot demonstrate the use of an air gap to protect the Town's water system, then a DCVA will be required. The Town will provide the meter and DCVA. A deposit equal to the cost replacing the meter and DCVA plus 15% will be required.
  - iii. Failure to utilize adequate backflow protection or properly coordinate with the Town's Utilities Department may result in the loss of the contractor's deposit, the loss of the contractor's business license and/or criminal prosecution.
  - iv. A contractor that utilizes the Town's potable water system outside of this Program, will be:
    - 1. On the first offense, educated on how to comply with the Program and pay a \$500 fee or pay for estimated gallons of water used, whichever is more.
    - 2. On a second offense, pay a \$1,000 fee and face possible prosecution for illegal operation of the Town's potable water system, and suspension of their business license.



**TO:** Mayor and Town Council  
**FROM:** Councilmember Lyle  
**SUBJECT:** First Reading Amending Town Ordinances to Implement Cross Connection Control Program  
**DATE:** July 6, 2026

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**BACKGROUND:** As part of the Town's update to its Cross Connection Control Program, revisions to the Town Code are necessary to ensure the ordinances are consistent with the newly adopted program and current regulatory requirements.

The proposed amendments remove obsolete language, eliminate references to agencies that no longer exist, and update procedural requirements to align with the revised Cross Connection Control Program.

The proposed ordinance amendments include:

- Revisions to Section 50.12(A)(13)(a) and (b).
- Revisions to Section 151.06.03(B).

Copies of the existing and proposed ordinance language are included in the agenda packet

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**ACTION REQUESTED:** First Reading Approval of ordinance updates

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**BUDGET AND FINANCE:** n/a

From § 50.12 - Water Distr. Sys. Mats & Constr. Specs.

Town Ordinances

The width of the trench shall be ample to permit the pipe to be laid and joined properly, and the backfill to be placed and compacted as specified. Trenches shall be of such extra width, when required, as will permit the convenient placing of timber supports, sheeting and bracing, and handling of specials. No extra payment will be allowed for this work, the cost which will be included in the contractor's unit bid prices.

- (10) Galvanized steel pipe is not acceptable for usage within the Town of Lexington's water system. On all water distribution mains, ductile iron, class 150, PVC-C900 pipe, Class 150 or 200 (main lines) are acceptable.
- (11) Pressure reducing devices shall be used on the building side of all meters when the static pressure exceeds eighty (80) psi.
- (12) Future connections. Where the probability exists that a main may be extended at some future date, the line shall be ended with a gate valve and at least sixty feet (60') of pipe beyond the valve.

(A) (13) ~~Backflow.~~

- ~~(a) Backflow prevention assemblies meeting SCDHEC and Town requirements shall be installed on all services in a separate pit at the property line.~~
- ~~(b) All backflow prevention assemblies shall be tested by certified testers in accordance with SCDHEC requirements.~~
- ~~(c) All new assemblies shall be tested upon installation and before use by the customer. The new installer shall contact a certified tester to test the device and forward the test report to the Town. The report must be received by the Town within ten (10) days of starting the water service.~~
- ~~(d) All existing assemblies shall be tested a minimum of once annually or more often as determined by the Department of Utilities and the Department of Engineering and Planning.~~
- ~~(e) Customers with existing Backflow prevention assemblies will be notified by letter from the Town to have the annual test performed. The customer will be responsible for contacting a certified tester and having the test made within thirty (30) days of notification. The completed report shall be returned to the Town within seven (7) days of the test. All test forms shall be received by the Town within thirty-seven (37) days.~~
- ~~(f) If the assembly fails the required tests and cannot be repaired immediately (i.e. repair parts on order) the tester shall return a copy of the test report explaining the test failure to the Town the same day.~~
- ~~(g) Customers failing to return completed test reports within the thirty-seven (37) day given period shall be considered in noncompliance. The Town shall send a second notice giving the customer an additional thirty (30) days to have the device tested and the test report turned in. If customer fails to test device after the second notice the Town will send a~~

~~certified letter to the customer giving the date the service will be disconnected if the test report is not received by the cut off date. Service will not be restored until such conditions or defects are corrected. The customer shall be responsible for all applicable reconnection fees and charges. The Town shall not be liable for damages, loses, or claims arising from discontinuance of water service.~~

- (14) Metering. All services are to be metered. Apartment house complexes shall utilize a master meter for the entire complex. On private fire lines, the proper backflow preventors shall be provided at the property line or at the edge of the Town's easement. On all fire mains on unmetered lines, a detector check assembly shall be provided.
  - (15) Service lines are to be installed in a straight line from the main to the meter. All services shall be connected to the main using a tapped coupling or tapping saddle, with a corporation stop. The service line shall be continuous with no joints between the main and the curb stop.
  - (16) Separation between water and sewer mains shall comply with the "Ten State Standards".
- (B) Construction material.
- (1) All materials and products which come into contact with drinking water must be certified as meeting the specifications of the American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 61, Drinking Water System Components - Health Effects.
  - (2) "Lead free" pipe, pipe fittings, solder and flux must be used in installation of all water mains. Pipe and pipe fittings containing no more than eight percent (8%) lead are considered "lead free". Solder and flux containing no more than 0.2 percent lead are considered "lead free".
  - (3) Gaskets, O-rings, and other products used for jointing pipes, setting meters or valves, or other appurtenances which will expose the material to water shall not be made of natural rubber or any other material which will support microbiological growth. Lubricants which will support microbiological growth shall not be used for slip-on joints.
  - (4) Water distribution mains four inches (4") and larger shall be ductile iron or C900 PVC, Class 150 or Class 200.
  - (5) Ductile iron pipe. Ductile iron pipe will be designed in accordance with ANSI specification A 21.50 (AWWA C150) of latest revision for a normal working pressure of 150 psi and Laying Condition "2". The pipe shall be manufactured in accordance with ANSI specification A 21.51. (AWWA C151) of latest revision. Joints shall be Bell and Spigot, Push-on (McWane Tyton, American Fastite, or equivalent), or Mechanical; unless otherwise called for on the proposal form. Pipe will be cement-lined and seal-coated in accordance with ANSI specification A 21.4 (AWWA C104) of latest revision. Thickness Class 50 shall not be allowed in the water distribution system.
  - (6)



**Requested ordinance language change:**

**50.12(A)(13) Backflow Prevention / Cross Connection Control**

- (a) In keeping with the SC Primary Drinking Water Regulations (R. 61-58.7 F.) the Town maintains a viable cross connection control program that:
- (1) does not permit the installation or maintaining of any cross connection between the Town's public potable water supply and any other water source except as described within the Program
  - (2) locates and eliminates unprotected cross connections
  - (3) maintains records associated with the Program
- (b) Any person or entity wishing to connect to the Town's potable water supply, either temporarily or permanently, shall comply with the Town's Cross Connection Control Program.

DRAFT

§ 151.06.03 - WATER DISTRIBUTION SYSTEM.

- (A) All water piping, fixtures and other equipment shall be constructed and maintained in accordance with state and local regulations.
- (B) ~~The water piping system shall not be connected with not-potable or questionable water supplies and shall be protected against the hazards of backflow or back-siphonage.~~ All plastic pipe must bear the NSF seal of approval.
- (C) The mobile home park water system shall be adequate to provide a minimum of twenty (20) pounds per square inch of pressure at all service buildings and mobile home connections.
- (D) Where drinking fountains are provided for public use, they shall be of a type and in locations approved by the Health Authority.

(Ord. 99-012, § 2 (§ 6-3), passed 5-5-99)

DRAFT



**Requested ordinance language change:**

**151.06.03 (B)** The water piping system shall comply with the Town's Cross Connection Control Program. *All plastic pipe...* (italicized wording already present)

DRAFT



**TO:** Mayor and Town Council

**FROM:** Councilmember Smith

**SUBJECT:** Approval of a Memorandum of Understanding and Annual School Resource Officer Services Agreement with Lexington County School District One

**DATE:** July 6, 2026

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**BACKGROUND:** The agreement attached in the agenda packet continues the partnership between the Town of Lexington and Lexington County School District One for the provision of School Resource Officer (SRO) services during the 2026–2027 school year. The agreement outlines the responsibilities of each party, including the continued State-funded third elementary school SRO position, cost-sharing provisions should State funding no longer be available, and an addendum clarifying billing procedures related to the third SRO position.

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**ACTION REQUESTED:** Approve the School Resource Officer Agreement, Memorandum of Understanding, and Addendum and authorize staff to execute the agreement.

---

**BUDGET AND FINANCE:** n/a

**COUNTY OF LEXINGTON)**

The parties to this agreement are the Town of Lexington, hereinafter "Town," and Lexington School District One, hereinafter "District."

The purpose of the agreement is to establish certain terms and conditions for the provision of a third School Resource Officer in District elementary schools located within the Town jurisdiction, and pursuant to a grant program initiated by the State of South Carolina;

For and in consideration of One Dollar as well as the mutual promises and covenants contained herein, it is understood and agreed between the parties as follows:

The parties agree that a third elementary school resource officer position shall continue within the Town jurisdiction;

The third SRO position salary shall continue to be funded by a grant from the State of South Carolina;

Both Town and District are aware that the State grant is funded annually in the state budget, and that there is the possibility in the future that the grant could not be funded;

Should the state grant not be funded in any particular year, the parties agree that District shall be responsible for Seventy Five Percent (75%) of the salary cost and benefits, and Town shall be responsible for Twenty Five Percent (25%) of the salary cost and benefits;

District shall be responsible for Seventy Five Percent (75%) and Town shall be responsible for Twenty Five Percent (25%) of the startup equipment cost including vehicle, upfit of vehicle, vest radio computer uniforms and all other minimally required equipment as determined by the Chief of Police.

Only the present salary cost is covered in the state grant position.

District shall be responsible for Seventy Five Percent (75%) and Town shall be responsible for Twenty Five Percent (25%) of any merit increase or cost of living increase for the officer placed in the state grant SRO position.

All other terms and conditions for the provision of the third School Resource Officer position funded by the state grant shall be the same as those provided in the existing agreement between Town and District for the provision of the currently provided offers.

Agreed and entered into this \_\_\_ day of \_\_\_\_\_ 2026, as evidenced by the respective signatures below. Each party so signing represents that authority for binding the respective parties to this agreement has been granted to the signor.

**Lexington County School District One**

**Town of Lexington**

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

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

**Its:** \_\_\_\_\_

**Its:** \_\_\_\_\_

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

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

# SCHOOL RESOURCE OFFICER TOWN OF LEXINGTON CONTRACT

This Agreement is made by and between:

**Town of Lexington**  
111 Maiden Lane  
Lexington, South Carolina 29072

And

**LEXINGTON COUNTY SCHOOL DISTRICT ONE**  
100 Tarrar Springs Road  
Lexington, South Carolina 29072

**THIS AGREEMENT** for law enforcement services is entered into by and between the **Town of Lexington, Lexington, South Carolina**, and **Lexington County School District One, Lexington, South Carolina**, all subject to the following terms and conditions:

**1. The Town of Lexington** will provide on-site law enforcement services to the District as specified herein. Services by the Town will be provided by a police officer(s) specially trained to be School Resource Officer(s) (hereafter referred to as "SRO(s)"). The SRO(s) will be assigned to the District for eight and one-half hours per day, including a meal break, for all school days in the **2026-2027** school term, as well as for any scheduled Summer School session. The SRO(s) will work during hours agreed upon by the Chief of Police and the District on the campuses of the following:

**Lexington Elementary School**  
**Lakeside Middle School**  
**Meadow Glen Elementary School**  
**Meadow Glen Middle School**  
**North Lake Community Learning Center**  
**New Providence Elementary School**  
**River Bluff High School**

For the consideration set forth herein, to be paid by the District to the Town of Lexington, each SRO will provide general law enforcement services for their assigned school. Each SRO will perform duties as the Chief of Police shall assign for other times of the year when their school is not in session, and s/he will be under no obligation to the District for other than the assigned school days. Each SRO may utilize the equipment furnished under this Agreement for such other duties as may be directed by the Chief of Police. First and foremost, the SRO will perform law enforcement duties in the school such as handling assaults, thefts, burglaries, bomb threats, weapons, and drug-related incidents. The SRO will provide a visible and positive image, arriving at school on time every morning and remaining on the school premises until school is recessed for the day.

If there should be times when the SRO must be elsewhere than on the school property, such absence shall be pre-approved by his/her SRO Supervisor, unless in an emergency situation. It is also the responsibility of the SRO to notify the school Principal of his pending absence. In the event that the SRO is absent from the school, the Town will assign another SRO to assume their duties until he/she returns. In the event that no other SRO is available, the Chief of Police will assign an officer to assume such duties on a temporary basis. Furthermore, the SRO shall at all times, when on duty or off duty, strive to protect the school environment and help to maintain an atmosphere therein where teachers feel safe to teach and students can feel safe to learn.

**2. Funding for Salaries and Benefits:** The District shall provide funding for **seventy-five percent (75%)** of salary and benefits for the SRO(s) from the beginning date of the Agreement until the termination as set out in Paragraph 7. The Town of Lexington will provide funding for **twenty-five percent (25%)** of salary and benefits for the same period of time. The salary paid for the term of this Agreement will be based on an annual salary not more than **Eighty-Eight Thousand Three Hundred Fifty Dollars Ninety-Seven Cents (\$88,350.97)** nor less than **Seventy-One Thousand Eight Hundred Ninety-Seven Dollars Forty-One Cents (\$71,897.41)** for each SRO.

In the event it should become necessary for the Town of Lexington to pay overtime compensation to the SRO(s) to provide services contemplated under this Agreement and mandated by Federal Wage and Hour guidelines, the parties agree the responsibility for funding such compensation to be as follows:

If the overtime is the result of a law enforcement emergency, the Town will be responsible for covering overtime costs; If the overtime is required for school sponsored activities such as ball games, dances, or similar activities, the District shall contract directly with the officer within the guidelines of Departmental Policy and shall be responsible for covering any compensation due to the SRO. The assigned SRO is the designated point of contact for all off-duty employment requests made by each school. The District has no authority to authorize overtime to be paid by the Town of Lexington.

The benefits paid on behalf of the Town to the SRO(s) will include the employer's portion under the Federal Insurance Contributions Act (FICA), employer's portion of the Police Retirement System, health insurance, life insurance, General Tort Insurance and Workers Compensation Insurance. The parties agree that any injury incurred by an SRO while on duty in uniform in any capacity will be the sole responsibility of the Town and its Worker's Compensation Insurer.

*By way of a new arrangement, the District will henceforth provide funding for seventy-five percent (75%) of the equipment and operating supplies for the SRO's. This includes but is not limited to, the cost of purchasing vehicles, as well as fuel and vehicle maintenance costs.*

**3. SRO Office and Furniture:** The District shall provide suitable office space and furniture for the SRO(s) or at a minimum, access to a location where confidential matters may be discussed.

**4. Selection of SRO Deputies:** The Chief of Police will select the particular SRO(s) to fill positions based on the terms of this Agreement and will provide specialized training required for SRO Certification. The District and the Principal, or their respective designee, may participate in the selection of the SRO to be assigned. A good faith effort will be made to ensure compatibility between the school and the SRO. However, the Chief will be solely responsible for the selection and assignment of the SRO(s). The Town understands the need for continuity in the school setting and will keep the same SRO(s) assigned to the District under this Agreement unless he determines extenuating circumstances are such that he is unable to do so. The Town also understands that conflicts arise and if the District notifies the Chief at any time during the term of this Agreement that a conflict with any SRO(s) assigned under this Agreement has arisen, the Chief will confer with the District to determine whether the conflict can be resolved. In the event that the conflict cannot be resolved to the District's satisfaction by the same SRO(s) remaining at their assigned school(s), the Chief will assign another qualified and certified SRO(s) for the remainder of the term of this Agreement. It is agreed that an SRO who has completed certification requirements approved by the South Carolina Criminal Justice Academy will be assigned.

**5. Drug Seizures, Forfeitures, and Criminal Charge Disposition:** The Town of Lexington, Solicitor's Office, or other eligible law enforcement agencies shall receive any cash or proceeds from cash or property seized and forfeited pursuant to Title 44, Chapter 53 of the South Carolina Code of Laws, (1976, as amended). All arrests made or citations given while on District property will be disposed of as provided by law through the Courts having jurisdiction over Lexington Police Department charges and the defendant.

**6. Term:** This Agreement will become effective upon provision of services / signing and will terminate on **June 30, 2027**. It is agreed that Town Police services will be provided through the last day of the **2026-2027** school year; however, the Agreement will remain effective as previously stated for billing and payment purposes.

The Town will bill the District quarterly. The quarterly bill amount will be based on a proration of the annual cost for the District. Reconciliation will be completed at the end of the fourth quarter and an invoice or check, whichever is appropriate, will be sent to the District. This will ensure that the District is not billed more than the actual expenses. The invoices should be received by the School District during the first month of the quarter. Payment is due upon receipt of the invoice.

Either party may terminate the Agreement before the termination date listed above for non-performance of any conditions of the Agreement and upon thirty days written notice to the other party. In the event of such a termination, both parties shall be released from any monetary obligations beyond those obligations incurred as of the time of the termination of services.

**7. Performance Evaluation of Services:** The Town of Lexington and District agree to an annual review of services performed by the School Resource Supervisor and agree to establishment of a system to evaluate the performance of services contemplated under this Agreement. This is to be accomplished by the Principal or his/her designee, of each school to which an SRO is assigned pursuant to this Agreement, in conjunction with the District's Director of Safety and Emergency Services.

The results of the review shall be reduced to writing, signed by the School Resource Supervisor and the

School's representative. A completed copy shall be retained by each party. Any concerns or deficiencies noted shall be addressed in follow-up memorandum and made a part of the original Agreement. This process is in no way intended to limit the Police Department or the school officials from discussing service delivery at any time during the contractual period.

**8. Cooperation Between SRO(s) and Assigned Schools:** Each SRO assigned under this Agreement shall abide by all District and School policies, rules, and regulations, during the period of the time they are working on behalf of the School/District. Each SRO shall work cooperatively with the School/District Administration.

The Chief of Police shall retain sole authority to assign specific duties for the SRO; however, the Principal/Director of each site to which the SRO is assigned may make requests to the Chief of Police concerning such assigned duties, which requests, if feasible, shall be granted by the Town. The Principal/Director shall have the authority to make reasonable requests of the assigned SRO for assistance with student supervision or incidental tasking so long as such does not interfere with the SRO(s) assigned law enforcement duties or authority.

**9. Severability:** This Agreement contains all matters considered by the parties. There have been no oral agreements made and this document shall reflect the entire agreement. The parties may amend this Agreement at any time by executing a signed written Addendum.

**IT IS SO AGREED.**

**TOWN OF LEXINGTON:**

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

**Its:** Mayor

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

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

**LEXINGTON COUNTY SCHOOL DISTRICT ONE:**

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

**Its:** Superintendent

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

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

# CONTRACT ADDENDUM

## MEMORANDUM OF UNDERSTANDING AND SCHOOL RESOURCE OFFICER CONTRACT

This Amendment 1 is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2026, by and between the Town of Lexington ("Town") and Lexington County School District One ("District").

### RECITALS

**WHEREAS**, the Town and District entered into an agreement comprised of a "Memorandum of Understanding" (MOU) and a "School Resource Officer Town of Lexington Contract" (Contract), signed by the Town on \_\_\_\_\_ 2026; and

**WHEREAS**, the parties have identified certain ambiguities and omissions within the agreement; and

**WHEREAS**, the parties wish to amend the agreement to resolve these ambiguities and establish specific requirements for itemized billing;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Town and District agree to amend the MOU and Contract as follows:

**1. Clarification of Agreement** The parties agree that the MOU (Page 1) is a supplement to the Contract (Pages 2-6). The MOU specifically governs the single, third SRO position funded by the State grant. The Contract (Pages 2-6) governs the terms for all SROs assigned to the schools listed therein.

**2. Amendment to Section 6** (Billing and Payment) To ensure clarity and proper documentation for payment, Section 6, Page 5 of the Contract is hereby amended by adding the following provisions: "All quarterly bills submitted by the Town to the District shall be itemized to clearly delineate the 'annual cost' being prorated. This itemization must, at a minimum, separately list the actual costs chargeable under this agreement, including:

- **Salary:** Actual salary costs for each SRO position.
- **Benefits:** Actual costs for FICA, Police Retirement, health insurance, life insurance, General Tort Insurance, and Workers Compensation Insurance.
- **Merit/COLA Increases:** Any merit or cost of living increases applied during the billing period.
- **Equipment and Operating Supplies:** Prorated costs for vehicles, fuel, and vehicle maintenance.
- **Startup Costs:** Any startup equipment costs being billed in accordance with the MOU.
- **Overtime:** Any overtime costs, clearly distinguishing between law enforcement emergency overtime (Town responsibility) and school-sponsored activity overtime (District responsibility).

***The quarterly bill must clearly apply the Seventy-Five Percent (75%) District and Twenty-Five Percent (25%) Town cost-share calculation to the totals for all applicable costs. The final fourth-quarter reconciliation invoice must provide a comprehensive, itemized breakdown of all actual expenses for the year against all quarterly amounts billed.***

**3. Effective Date** The parties agree that this Addendum, the MOU, and the Contract are effective as of the date of the final signature on this Addendum.

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**RATIFICATION OF AGREEMENT**

Except as expressly amended herein, all other terms and conditions of the Memorandum of Understanding and the School Resource Officer Town of Lexington Contract shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Addendum as of the dates set forth below.

**TOWN OF LEXINGTON:**

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

**Its:** Mayor

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

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

**LEXINGTON COUNTY SCHOOL DISTRICT ONE:**

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

**Its:** Superintendent

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

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

DRAFT



**TO:** Mayor and Town Council

**FROM:** Councilmember Michaels

**SUBJECT:** Approval of the Contractual Agreement for Information Technology Services (Bradshaw Consulting Services)

**DATE:** July 6, 2026

---

**BACKGROUND:** Staff is requesting Council consideration and approval of a professional services agreement with Bradshaw Consulting Services (BCS) to provide Geographic Information Systems (GIS) consulting, technical support, data management, application development, and staff training services. The proposed agreement will provide the Town with on-demand GIS expertise to support ongoing operational needs while enhancing internal GIS capabilities through knowledge transfer and staff development. The agreement is structured as a task-based, as-needed service contract with work not to exceed 20 hours per week. Funding for these services will be provided through the existing operational budget associated with the vacant GIS position.

A copy of the agreement is in the meeting packet.

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**ACTION REQUESTED:** Approval for staff to enter into the agreement

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**BUDGET AND FINANCE:** FY27 operating budget.



## Statement of Work (SOW)

Project Name: GIS Support

Client: Town of Lexington, Attn: Kevin Richardson

Contractor: Bradshaw Consulting Services, Inc. (BCS)

### 1. Introduction

Bradshaw Consulting Services, Inc. (BCS) is pleased to offer GIS consulting and support services to the Town of Lexington.

With extensive experience supporting local governments, public safety agencies, and enterprise GIS environments, BCS provides flexible, on-demand expertise to help organizations enhance their GIS capabilities, improve data quality, and build internal capacity.

This proposal outlines a services-based engagement designed to support the Town's GIS needs while enabling staff training and long-term self-sufficiency.

### 2. Scope of Services

BCS will provide **ongoing GIS consulting, support, and development services**, which may include but are not limited to:

#### Core Services

- GIS data maintenance and QA/QC (addressing, centerlines, boundaries, etc.)
- Support for ArcGIS Enterprise / Online environments
- Application configuration and light development (web maps, dashboards, tools)
- Data integration and workflow improvements
- NG9-1-1 data readiness and validation support (if applicable)
- General GIS troubleshooting and technical support

#### Strategic Support & Enablement

- Workflow design and documentation
- Best practice recommendations



- Staff training and knowledge transfer
- Assisting Town staff in transitioning to self-support over time

### **3. Project Approach**

BCS will provide a flexible, task-based services model:

- Most work will be performed remotely
- Initial kickoff and onboarding may be conducted onsite at the Town of Lexington, if desired
- Work will be prioritized collaboratively based on Town needs
- The engagement is designed to:
  - Deliver immediate GIS support
  - Build internal knowledge
  - Transition responsibilities to Town staff over time

### **4. Schedule & Availability**

- Services will be provided on an as-needed basis
- BCS anticipates not to exceed 20 hours per month
- Work scheduling will be coordinated between BCS and Town staff in advance

### **5. Billing & Payment Terms**

- Hourly Rate: \$200/hour
- Monthly Cap: Not to exceed 20 hours per month
- Hours will be billed as consumed
- No work will exceed agreed limits without mutual written approval
- Engagement can be structured as a not-to-exceed hourly pool if the Town prefers.



## **6. Deliverables**

Deliverables will vary based on assigned tasks but may include:

- Updated GIS datasets
- Configured applications or tools
- Documentation and workflow guides
- Training sessions (virtual or in-person)
- Ongoing support summaries (if needed)

## **7. Responsibilities**

### **Town of Lexington**

- Provide access to GIS systems, data, and staff
- Define priorities and review deliverables
- Participate in training and knowledge transfer

### **BCS**

- Deliver services in a timely and professional manner
- Provide recommendations and best practices
- Support staff development and transition readiness

## **8. Long-Term Goal**

A key objective of this engagement is to:

Enable Town of Lexington staff to progressively assume responsibility for GIS operations, supported by structured training, documentation, and hands-on collaboration.

This ensures a sustainable GIS program beyond the consulting engagement.



**9. Termination**

Either party may terminate this Agreement without penalty by providing thirty (30) days' written notice to the other party.

In the event of termination, the Town of Lexington shall compensate BCS for all services performed and authorized expenses incurred up to the effective date of termination, including any work in progress at the time of notice.

**9. Signatures**

By signing below, both parties acknowledge and agree to the terms outlined in this Statement of Work.

**Client Representative Signature:** \_\_\_\_\_ **Name:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Contractor Representative Signature:** \_\_\_\_\_  
**Name:** Chris Bradshaw **Date:** June 12, 2026

DRAFT



**TO:** Mayor and Town Council

**FROM:** Mayor Pro-Tem Carnes

**SUBJECT:** **First Reading of** Fiberoptic Cable Franchise Agreement and Ordinance with Windstream/Kinetic

**DATE:** July 6, 2026

---

**BACKGROUND:** The attached ordinance and franchise agreement with Windstream/Kinetic was presented to Town Council at the previous work session. The agreement will replace the Town's existing limited franchise agreement with Windstream and establish consistent franchise terms for telecommunications services throughout the Town based on the agreements previously approved for Ripple Fiber and Lumos Fiber.

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**ACTION REQUESTED:** First reading approval

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**BUDGET AND FINANCE:** N/A

**AN ORDINANCE OF THE TOWN OF LEXINGTON, SOUTH CAROLINA, GRANTING  
Windstream South Carolina, LLC, A NON-EXCLUSIVE FRANCHISE AGREEMENT  
FOR USE OF THE PUBLIC RIGHT OF WAY FOR INSTALLING FIBEROPTIC CABLE  
FOR THE PURPOSE OF PROVIDING TELECOMMUNICATIONS SERVICES**

**BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN  
OF LEXINGTON, SOUTH CAROLINA, IN COUNCIL DULY ASSEMBLED AND BY  
THE AUTHORITY THEREOF THAT:**

**Section 1 – Non-Exclusive Franchise Granted**

The Town of Lexington hereby grants a non-exclusive franchise agreement to Windstream South Carolina, LLC for the purpose of installing, operating and maintaining network facilities for telecommunications services in the public rights of way in the Town of Lexington.

**Section 2 - Authority to Prepare and Sign Documentation**

The Town staff is authorized to prepare and the Mayor is authorized to sign all documents necessary to carry out the terms of this ordinance, including the attached Non-Exclusive Franchise Agreement and any other documentation deemed necessary to carry out the terms of this ordinance. The attached agreement is hereby incorporated into this ordinance by reference in its entirety.

**Section 3 – Authority to Enter into Agreement**

This ordinance is enacted pursuant to the Town’s authority granted in S.C. Code §5-7-30, et seq., and §58-9-2230 of the South Carolina Code, as well as §111.17 of the Town of Lexington Code of Ordinances. In the event any terms of this agreement conflict with state or federal law, said state or federal law shall supersede the conflicting terms, and the remaining terms shall remain in full force and effect.

**Section 4 - Effective Date**

This article shall become effective upon approval by Town Council and signing by the Mayor.

**Section 5 - Remaining Portions of Ordinance Unaffected**

The balance of the code of ordinances shall remain in full effect.

First Reading Approval: \_\_\_\_\_  
Final Reading Approval: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_

Mayor: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Municipal Clerk

**TOWN OF LEXINGTON, SOUTH CAROLINA**  
**NON-EXCLUSIVE FRANCHISE AGREEMENT**  
**WITH WINDSTREAM SOUTH CAROLINA, LLC.**

This Non-Exclusive Franchise Agreement (hereinafter "*Agreement*") is made and entered into as of this \_\_\_ day of JUNE, 2026 ("*Effective Date*"), by and between the **TOWN OF LEXINGTON**, a South Carolina municipal corporation (hereinafter "*Town*" or "*Grantor*") and **WINDSTREAM SOUTH CAROLINA, LLC**, a South Carolina corporation, (hereinafter "*Windstream*" or "*Kinetic*" or "*Uniti*" or "*Grantee*"), having its principal office at 2101 Riverfront Dr., Little Rock, AR 72212.

WHEREAS, Grantee is a corporation duly organized and existing under the laws of the State of South Carolina (the "*State*"); and

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

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

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

WHEREAS, Grantee has previously obtained for the Project several encroachment permits from the Lexington County Department of Public Works permitting encroachment of certain identified rights-of-way, such encroachment permits as listed in **Exhibit A** (the "*Encroachment Permits*").

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

**Section 1. Grant of Authority.**

1.1 Subject to the terms of this Agreement, the Town hereby grants to Grantee the non-exclusive right to construct, install, maintain, locate, move, operate, place, protect, reconstruct, reinstall, relocate, remove, and replace fiber optic or other cable and related facilities for the provision of telecommunications service in the public streets and public rights-of-way in the Town of Lexington. Grantee shall be solely responsible for obtaining any required consents from State agencies, and other county or municipal governments, or from private parties to the extent that its operations affect State, County or private property, or affects their roads, streets or highways or their rights-of-way or easements.

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

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

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

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

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

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

**“Town”** means the **Town of Lexington, South Carolina**, and where appropriate to the context, its officers, agents, employees, and volunteers.

**“Town Attorney”** means the Town Attorney of the Town of Lexington or his/her designee.

**“Town Council”** means the Town Council of the Town of Lexington.

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

**“Town Manager”** means the Town Manager of the Town of Lexington or his/her designee.

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

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

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

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

“**Grantee**” or “**Windstream**” or “**Kinetic**” means *Windstream South Carolina, LLC*

“**Grantor**” means the Town of Lexington.

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

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

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

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

**Section 3. Term of Agreement.** The term of this Agreement shall be for an initial term of twenty (20) years, commencing on the Effective Date (“**Initial Term**”). Unless either party gives ninety (90) days’ written notice of its intention to terminate the Agreement prior to the end of the Initial Term, the Agreement shall thereafter automatically renew for up to three (3) additional terms of ten (10) years, for a maximum of fifty (50) years (each a “**Renewal Term**”); however, such renewal shall not automatically occur if a material, uncured breach has not been remedied and the non-breaching party provides ninety (90) days’ written notice prior to the end of a Renewal

Term. Upon termination of this Agreement as herein provided, and unless the parties are in active good faith negotiation of a replacement agreement or otherwise agree in writing to an extension, Grantee shall be prohibited from further access to the public rights-of-way in the Town.

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

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

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

5.2 Grantee shall visibly display its name and contact telephone number on all work vehicles engaged in operations related to the Project. This identification must be clear, legible, and placed on the vehicle for the duration of the Project.

5.3 Grantee shall establish and maintain a local office for the duration of the Project. Grantee shall furnish the Town with contact details of construction managers, which may be disseminated to residents as necessary. Grantee shall maintain on its website a reasonably navigable portal for providing construction feedback. Grantee shall provide a daily notice to the Town stating the names of the rights-of-ways on which Grantee's construction crews will be working that day.

5.4 Grantee shall obtain all required permits for the construction or installation of its facilities as required in this Agreement, *provided, however*, that nothing in this Agreement shall prohibit the Town and Grantee from agreeing to an alternative plan to review permit and construction procedures, provided such alternative procedures provide substantially equivalent safeguards for responsible construction practices. Grantee and Grantor agree, except in exigent circumstances, to reasonably collaborate prior to the issuance of locate requests so as to reasonably ensure timely compliance with the requirements of Title 58, Chapter 36, of the South Carolina Code.

5.5 In the performance and exercise of its rights and obligations under this Agreement, and unless an Encroachment Permit or additional encroachment permit is in place, Grantee shall

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

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

5.7 The Town retains the right and privilege to cut or move any telecommunications facilities located within the public ways or other areas of the Town as the Town may determine to be necessary, appropriate, or useful in response to any life- threatening emergency. The Town will endeavor to provide prior notice to Grantee of such emergencies which may impact its telecommunications facilities. If the Town is unable to provide prior notice of the life-threatening emergency as described above, the Town shall be required to notify Grantee within twenty-four (24) hours of the occurrence of such emergency. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third party with respect to such entity of third party's response to any emergency situation are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements.

5.8 The facilities of Grantee shall be located so as not to interfere with public safety or, to the extent possible, with the convenience of persons using the public streets or rights-of-way. Grantee shall construct, maintain, and locate its telecommunications facilities so as not to interfere

with the construction, location and maintenance of sewer, water, drainage, electrical, signal, and fiber optic facilities of the Town. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third party with respect to Grantee's location of telecommunications facilities are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements.

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

5.10 Except in the cases of emergencies, Grantee shall not move, alter, change, or extend any of its telecommunications facilities in any public street or public right-of-way unless prior written notice of its intention to do so is given to the Town Manager and permission in writing to do so is granted, or such requirement is waived, by the Town Manager. The Town Manager shall either approve or deny Grantee's request to relocate its facilities within five (5) days of receipt of Grantee's request. Such permission shall not be unreasonably withheld by the Town Manager and shall be conditioned upon compliance with the terms and conditions of this Agreement, with such other terms and conditions as will preserve, protect and promote the safety of the public using the public ways, and as will prevent undue interference with or obstruction of the use of the public ways by the public, the Town or by any other public utility, public service corporation or cable operator for their respective purposes and functions. Such work by Grantee shall also be coordinated with any Town paving program through the Office of the Town Engineer. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to the changed location of Grantee's telecommunications facilities are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements.

5.11 Grantee shall not open, disturb or obstruct, at any time, any more of the public streets or public rights-of-way than is reasonably necessary to enable it to proceed in laying or repairing its telecommunications facilities. Grantee shall not permit any public street or public right-of-way so opened, disturbed, or obstructed by it to remain open, disturbed, or obstructed for a longer period of time than shall be reasonably necessary. In all cases where any public street or public right-of-way is excavated, disturbed, or obstructed by Grantee, Grantee shall take all precautions necessary or proper for the protection of the public and shall maintain adequate warning signs, barricades, signals, and other devices necessary or proper to adequately give notice, protection, and warning to, the public of the existence of all actual conditions present. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to the disturbance or obstruction of the public streets or rights-of-way under the

ownership or control of such entity are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements.

5.12 After the installation, removal, relocation, construction, or maintenance of the fiber optic or other cable and related facilities is completed, Grantee shall, at its own cost, repair and return the public streets or public rights-of-way to a minimum of the same or similar condition existing before such installation, removal, relocation, construction, or maintenance, in a manner as may be reasonably specified by the Town and to the reasonable satisfaction of the Town. Grantee shall be responsible for damage to street pavements, existing utilities, curbs, gutters, and sidewalks due to Grantee's installation, construction, maintenance, repair, or removal of its telecommunications facilities in the public streets, public rights-of way, and shall repair, replace, and restore in kind, the said damaged property at its sole expense. Upon failure of Grantee to repair, replace and restore said damaged property, in a manner as may be reasonably specified by the Town and to the reasonable satisfaction of the Town, after sixty (60) days' notice in writing shall have been given by the Town, the Town may cause such necessary repairs to be made and may collect the costs incurred from Grantee. The Town may collect such costs, and any expenses and attorney fees incurred in collecting such costs, as debts owed to the Town, by bringing an action in any court of competent jurisdiction or in any manner allowed by law. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third party with respect to the repair, replacement, or restoration of such entity's public streets or public rights-of-way are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements.

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

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

5.15 Grantee shall maintain its facilities in good and safe condition and in a manner that complies with all applicable federal, state and local requirements, laws, ordinances, and regulations, and Grantee and/or its contractors shall perform all work in accordance with applicable building codes, and professional industry standards.

(a) Grantee shall at all times keep and maintain its facilities free of all graffiti located thereon. If the Town notifies the Grantee that graffiti is located on the facilities, Grantee

shall remove the graffiti within (30) days of written notice. If Grantee defaults in its obligations hereunder, the Town may perform the necessary work and charge the reasonable cost thereof to and collect the same from the Grantee.

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

5.16 Grantee shall at all times employ a high standard of care and shall install and maintain and use approved methods and devices for preventing failure or accidents which are likely to cause damages, injuries, or nuisances to the public. Grantee and/or its contractors shall perform all work in accordance with applicable building codes, and professional industry standards.

5.17 Grantee shall obtain all required permits from the Town and any other governmental entity having jurisdiction prior to commencing work of any nature and shall comply with all terms and conditions of any such permit. At the request of the Town, Grantee shall furnish detailed plans of the work and other required information. Grantee shall comply with all applicable ordinances and permitting requirements.

5.18 A single permit may be issued by the Town, where Town permits are applicable and required, for multiple excavations to be made in public streets and rights-of-way. Exceptions to the requirement for a written permit may be allowed in cases of emergencies involving public safety or restoration of service. In the case of emergency excavations made in a public street or public right-of-way without a permit, Grantee shall make a report of each such excavation to the Town within 24 hours. Any permit application and inspection related to repair of excavations shall be promptly acted upon by the Town so as not to unreasonably delay Grantee in efficiently discharging its public service obligation and in any event shall be granted or denied within thirty (30) days from submission and, if denied, accompanied by a written explanation of the reasons the permit was denied and the actions required to cure the denial. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to the permitting requirements of such entity are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements.

5.19 (a) Promptly after installation, repair or extension of the telecommunications facilities or any portion thereof or any pavement cut by Grantee in any public way of the Town, the incidental trenches or excavations shall be refilled by Grantee in a manner acceptable to the Town Manager. Pavement, sidewalks, curbs, gutters or any other portions of public ways damaged, disturbed or destroyed by such work shall be promptly restored and replaced with like materials to their former condition by Grantee at its own expense; however, where it is necessary, and if authorized by the Town, in order to achieve the former conditions, Grantee shall use materials whose type, specification and quantities exceed or are different from those used in the installation, then Grantee at its own expense shall provide such different materials. Where a cut or disturbance is made in a section of sidewalk or paving, rather than replacing only the area actually cut, Grantee shall replace the full width of the existing sidewalk or appropriate sections of paving as determined by the Town Engineer and the full length of the section or sections cut, a section being defined as that area marked by expansion joints or scoring or as determined by the Town Engineer. Grantee shall maintain, repair, and keep in good condition for a period of one (1) year following such

disturbance all portions of public ways disturbed by Grantee, provided such maintenance and repair shall be necessary because of defective workmanship or materials supplied by Grantee. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third party with respect to the repair, replacement, or restoration of such entity's public streets or public rights-of-way are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements.

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

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

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

(c) Grantee or other person acting on its behalf shall use suitable barricades, flags, flaggers, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of such work in or affecting such ways or property and shall comply with all federal, state, and local

laws and regulations, including, but not limited to, the flagging requirements of the South Carolina Department of Transportation.

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

5.22 Grantee shall cooperate with the Town in coordinating its construction activities as follows:

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

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

(c) All construction locations, activities and schedules shall be coordinated, as directed by the Town Engineer, to minimize public inconvenience, disruption, or damages. Grantee shall comply with the provisions of the South Carolina Underground Facility Damage Prevention Act, South Carolina Title 58, Chapter 36.

## **Section 6. Mapping.**

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

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

6.3 Prior to its installation of any Telecommunications facilities in the public streets or public rights-of-way and after Grantee provides the Town with its proposed plans for the Telecommunications facilities, the Town may in its reasonable discretion designate certain

locations to be excluded from use by Grantee for its Telecommunications facilities, including, but not limited to, ornamental or similar specially designed streets lights or other facilities or locations which, in the reasonable judgment of the Town Engineer, do not have electrical service adequate or appropriate for Grantee's facilities or cannot safely bear the weight or wind loading thereof, or any other facility or location that in the reasonable judgment of the Town Engineer is incompatible with the proposed Telecommunications facilities or would be rendered unsafe or unstable by the installation. The Town Engineer may further exclude certain other facilities that have been designated or planned for other use or are not otherwise proprietary, legal, or other limitations or restrictions as may be reasonably determined by the Town. In the event such exclusions conflict with reasonable requirements of Grantee, the Town will cooperate in good faith with Grantee to attempt to find suitable alternatives, if available, provided that the Town shall not be required to incur financial costs nor require the Town to acquire new locations for Grantee. Grantee shall, prior to any excavation or installation within the public streets or public rights-of-way, provide sufficient notification and joint installation opportunity on a shared cost basis to potential users of the public streets or public rights-of-way as may be provided for by a separate Town policy. Such notification and adopted policies shall be designed to maximize co-location of providers to minimize the disturbance to the public streets or public rights-of-way and maximize its useable capacity.

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

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

7.2 *Contractual Liability.* Broad form Contractual Liability insurance, including the indemnification obligations of Grantee set forth in this Agreement.

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

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

7.5 *Pollution Liability Insurance.* Grantee shall maintain during the life of this Agreement Pollution Liability Insurance in the amount of One Million Dollars (\$1,000,000) for each occurrence. Coverage shall be provided for bodily injury and property damage resulting from

pollutants which are discharged suddenly and accidentally. Such insurance shall also provide coverage for cleanup costs.

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

7.7 Within ten (10) days after execution of this Agreement, Grantee shall provide the Town with a memorandum certificate or certificates of insurance, showing the type, amount, effective dates, and date of expiration of the policies, and thereafter prior to the expiration of any such policy or change in the amount or conditions, of coverage. Such certificate or certificates and evidence of insurance shall include the Town, its officers, agents, and employees as additional insureds. Grantee shall obtain a written obligation on the part of each insurance company to notify Grantee at least thirty (30) days before cancellation or a material change of any such insurance. Upon receipt of such notice from Grantee's insurance company, Grantee will immediately notify the Town of any of the required coverages that are not replaced.

**Section 8. Indemnification.** Grantee agrees to indemnify, defend and hold harmless the Town, its officers, employees and agents from and against all claims, demands, losses, damages, liabilities, fines, and penalties, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense (collectively, the losses), arising out of any breach by Grantee of the terms and conditions of this Agreement, except to the extent proximately caused by the negligence or willful misconduct of the Town, its officers, employees and agents. In addition, Grantee shall protect, indemnify, and hold harmless the Town, its officers, agents, and employees, from any and all demands for fees, claims, suits, actions, causes of action, or judgments based on the alleged infringement or violation of any patent, invention, article, arrangement, or other apparatus that may be used in the performance of any work or activity arising out of the use of any Telecommunication facilities or the provision of Telecommunication service, except to the extent proximately caused by the negligence or willful misconduct of the Town, its officers, employees or agents.

**Section 9. Hazardous Substances.** In its performance of this Agreement, Grantee shall not transport, dispose of, or release any hazardous substance, material, or waste, except as necessary in performance of its work under this Agreement, and in any event Grantee shall comply with all federal, state, and local laws, rules, regulations, and ordinances controlling air, water, noise, solid wastes, and other pollution, and relating to the storage, transport, release, or disposal of hazardous material, substances, or waste. Regardless of the Town's acquiescence, Grantee shall indemnify and hold the Town, its officers, agents, employees, and volunteers harmless from all costs, claims, damages, causes of action, liabilities, fines, or penalties, including reasonable attorney's fees, resulting from Grantee's violation of this section and agrees to reimburse Town for all costs and expenses incurred by the Town in eliminating or remedying such violations. Grantee also agrees to reimburse the Town and hold the Town, its officers, agents, employees, and volunteers harmless from any and all costs, expenses, attorney's fees and all penalties or civil judgments obtained against any of them as a result of Grantee's use or release of any hazardous substance or waste onto the ground, or into the water or air from, near or upon the Town's premises. For purposes of this Section, the following definitions shall apply:

**“Hazardous Substances”** means asbestos and any and all pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials and hazardous substances as referenced or defined in, or pursuant to, any federal, state, local or other applicable environmental law, statute, ordinance, rule, order, regulation or standard in effect on the date hereof including, without limitation, the Resource Conservation and Recovery Act (42 U.S.C 690 1, *et seq.*), as amended, the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136, *et seq.*), as amended, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601, *et seq.*), as amended, and the Toxic Substances Control Act (15 U.S.C, 2601, *et seq.*), as amended.

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

**Section 10. Fees.** In consideration of the grant of authority to utilize the streets and public places of the Town for the provision of Telecommunications Service, and in accordance with applicable law and ordinances, Grantee shall pay such franchise fees, business license taxes, and administrative fees as are presently permitted by Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, and as may be enacted and imposed by the Town. Specifically, Grantee shall pay an annual fee of \$750.00 (seven hundred and fifty dollars) for the use of streets and public places of the Town as described in this Agreement. Grantee shall also pay all such ad valorem taxes, service fees, sales taxes, or other taxes and fees as may now or hereafter be lawfully imposed on other businesses within the Town. Provided, however, that in the event that Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, or other laws governing franchise fees, business license taxes and/or other fees with respect to Telecommunications Service shall be substantially modified by subsequent legislation or court decision, the provisions herein contained shall be brought into conformity with the changes in the applicable law by appropriate amendment to this agreement. If the limitations on the amount of franchise fees, administrative fees, and business license taxes on Telecommunications Service providers shall be removed or modified in the future, the Town shall have the right to amend this agreement to impose such fair, reasonable, competitively neutral, and non-discriminatory fees and taxes as may then be permitted. Grantee will be free to challenge any tax or fee structure not in compliance with applicable law.

**Section 11. Termination.** This Agreement may be terminated by either party upon fifteen (15) days’ prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within fifteen (15) days of receipt of written notice of default (or, if such default is not curable within fifteen (15) days, if the defaulting party fails to commence such cure within fifteen (15) days or fails thereafter diligently to prosecute such cure to completion), provided that the grace period for any monetary default shall be ten (10) business days from receipt of notice. Except as expressly provided herein, the rights granted under this Agreement are irrevocable during the term.

**Section 12. General provisions.**

12.1 *Authority.* Grantee warrants and represents that it has obtained all necessary and appropriate authority and approval from all applicable federal, state and county agencies or

authorities to provide all telecommunications facilities and services it intends to provide within the Town, and upon request by the Town will provide evidence of such authority.

12.2 *Other remedies.* Nothing in this Agreement shall be construed as waiving or limiting any rights or remedies that the Town or Grantee may have, at law or in equity, for enforcement of this Agreement.

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

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

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

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

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

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

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

To the Town: Town Administrator  
Town of Lexington  
111 Maiden Lane  
Lexington, South Carolina 29072

With a Copy to: Town Attorney  
Town of Lexington  
111 Maiden Lane  
Lexington, SC 29072  
[davidepperson@parkerpoe.com](mailto:davidepperson@parkerpoe.com)

To the Grantee: Windstream South Carolina, LLC  
Attn: Franchise Agreements  
4005 N. Rodney Parham Road  
Little Rock, AR 72212

With a Copy to: Windstream South Carolina, LLC  
Attn: Legal Department - Franchises  
2101 Riverfront Dr.  
Little Rock, AR 72202  
cc: [Legal@uniti.com](mailto:Legal@uniti.com);  
[Uniti.CONTRACTS.LEGALREVIEW@uniti.com](mailto:Uniti.CONTRACTS.LEGALREVIEW@uniti.com)

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

*Signature page to follow.*

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

Windstream South Carolina, LLC  
A South Carolina LLC

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

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

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

STATE OF SOUTH CAROLINA )  
COUNTY OF )

The foregoing instrument was executed before me this \_\_\_ day of \_\_\_ 2026 by  
Windstream South Carolina, LLC, a South Carolina LLC.

Notary Public State of South Carolina

Printed Name of Notary:

My Commission Expires:

DRAFT

**TOWN OF LEXINGTON**  
A South Carolina municipal corporation

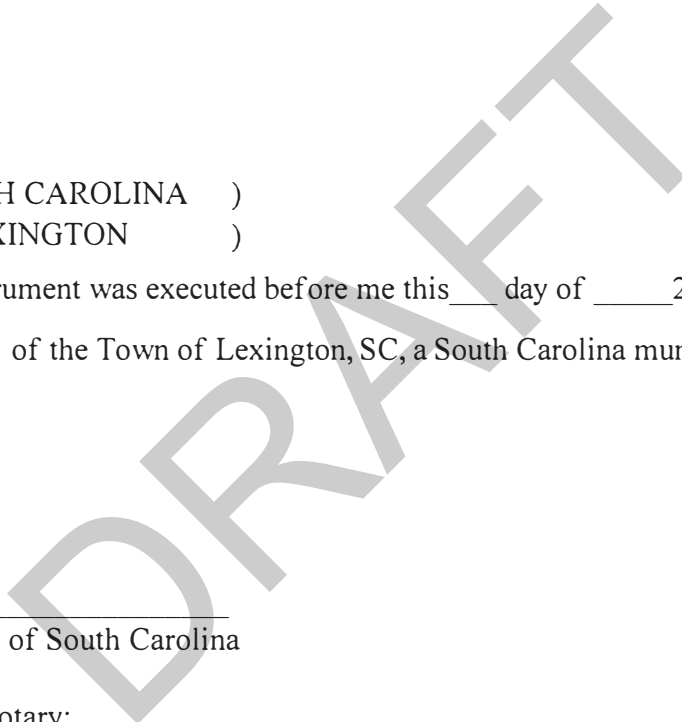
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF SOUTH CAROLINA    )  
COUNTY OF LEXINGTON        )

The foregoing instrument was executed before me this \_\_\_\_ day of \_\_\_\_ 2026 by  
\_\_\_\_\_ of the Town of Lexington, SC, a South Carolina municipal corporation

\_\_\_\_\_  
Notary Public State of South Carolina

Printed Name of Notary: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**EXHIBIT A**

**List of Encroachment Permits**

**RT**

**FDH**

**County Permit**

DRAFT