

**AN ORDINANCE OF THE CITY OF EASLEY, SOUTH CAROLINA, PROVIDING FOR AN AMENDMENT TO THE CITY OF EASLEY ZONING MAP; DESIGNATING CERTAIN LAND GENERALLY LOCATED AT 1098 S PENDLETON STREET, IDENTIFIED AS PARCEL ID 5018-08-98-1206, AND MORE PARTICULARLY DESCRIBED HEREIN, OWNED BY SKELTON COMMERCIAL LLC, FROM GENERAL RESIDENTIAL-2 (GR-2) TO GENERAL COMMERCIAL (GC); PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, SKELTON COMMERCIAL LLC, as owner, has applied to the City Planning Commission and City Council to rezone a piece of land in Easley, South Carolina, Pickens County, Tax Map Number 5018-08-98-1206, from General Residential-2 (GR-2) to General Commercial (GC); and

**WHEREAS**, the City Planning Commission, pursuant to public notice, held a public hearing on April 20, 2026, to consider the proposed rezoning, and the Commission recommended approval of the proposed zoning designation of General Commercial (GC) by a vote of 5-0; and

**WHEREAS**, City Council finds the General Commercial (GC) classification to be compatible with the established zoning of surrounding properties;

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF EASLEY, SOUTH CAROLINA, IN COUNCIL ASSEMBLED, THAT**

**Section 1.**

The parcel of property currently titled in the name of SKELTON COMMERCIAL LLC, shown as Tax Map Number 5018-08-98-1206 and described by the Pickens County Property Assessor as:

(0.17) AC 1098 S PENDLETON ST

shall be rezoned from General Residential-2 (GR-2) to General Commercial (GC). The attached zoning map shown as Exhibit A, prepared by the City of Easley Planning and Development Department, and the property survey shown as Exhibit B are incorporated by reference for the purpose of identifying the location and boundaries of the property.

**Section 2.**

Severability is intended throughout and within the provisions of this Ordinance. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held to be invalid or

unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this Ordinance.

**Section 3.**

This Ordinance shall be effective upon second and final reading by City Council.

First Reading: May 11, 2026

Second Reading: June 8, 2026

CITY OF EASLEY, SOUTH CAROLINA

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Lisa Talbert, Mayor

ATTEST:

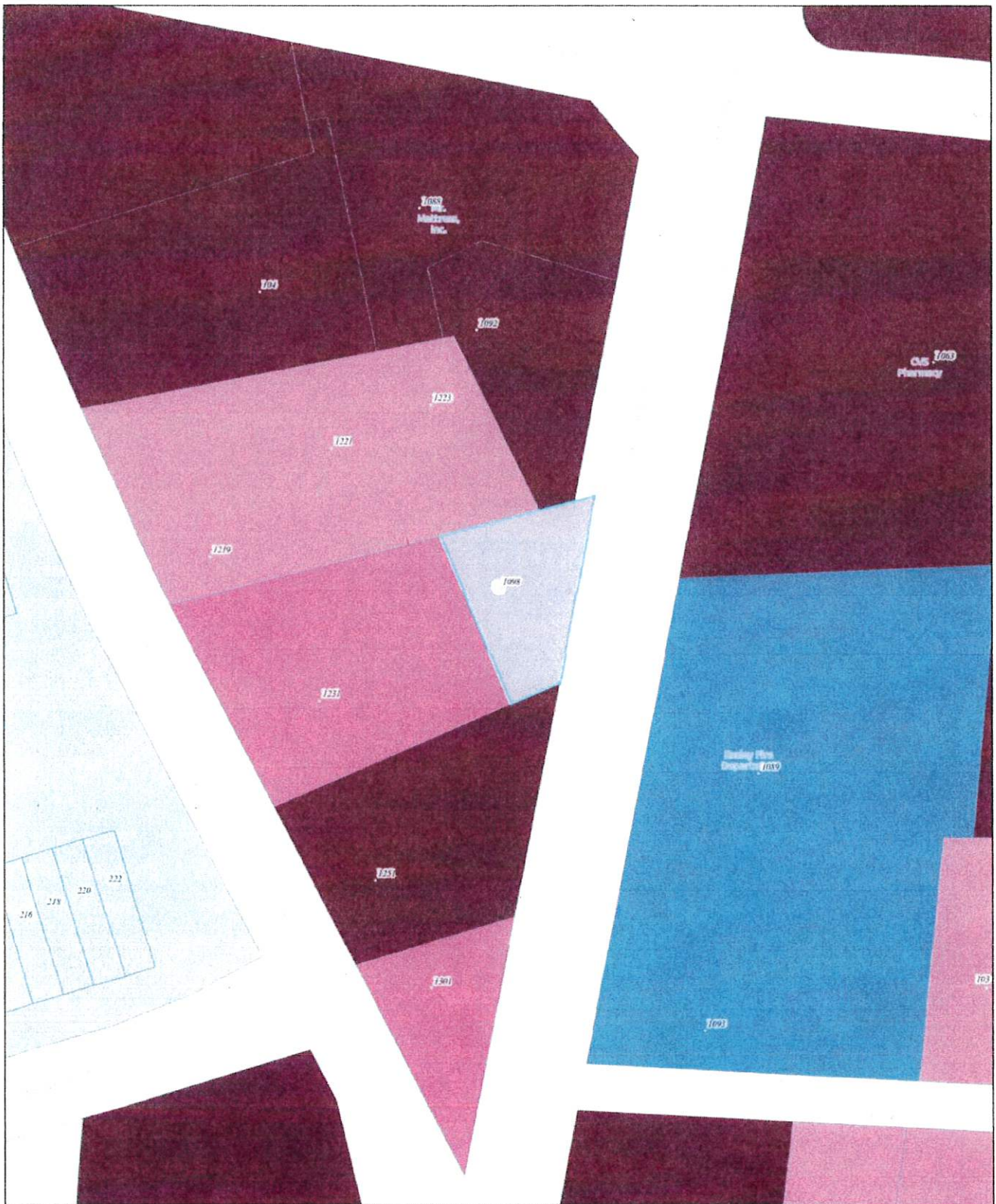
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Jennifer Bradley, Municipal Clerk

Approved as to Form:

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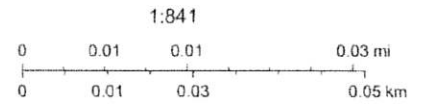
Daniel Hughes, City Attorney



5/6/2026, 1:49:08 PM

- Easley
- County Boundary
- Address Points
- Pickens County Parcels
- City Limits
- Zoning
- One-Family Residential (R-10)

- General Residential 2 (GR-2)
- Neighborhood Commercial (NC)
- General Commercial (GC)
- Planned Unit Development (PUD)
- Civic (CV)



Sources: Esri, TomTom, Garmin, (c) OpenStreetMap contributors, and the GIS User Community. Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community.



**AN ORDINANCE TO PROVIDE FOR THE ADOPTION OF A CITY ANNUAL OPERATING BUDGET, ITS EXECUTION AND EFFECT, FOR THE FISCAL PERIOD JULY 1, 2026, THROUGH JUNE 30, 2027**

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF EASLEY, SOUTH CAROLINA, IN COUNCIL ASSEMBLED, THAT:

SECTION 1. In accordance with Section 31.03(8)(6) and 31.03(B)(8) of The Code of the City of Easley, South Carolina, and Section 5-9-30(5) of the South Carolina Code, there is hereby adopted for the fiscal period July 1, 2026 to June 30, 2027, an annual operating budget for the City of Easley, South Carolina, based on budget estimates of various funds as prepared by the City Administrator and Finance Department as directed by and on behalf of the Mayor, and incorporated into the FY 2026-27 annual budget document, and as modified by the adjustment schedule.

SECTION 2. The total revenues and expenditures for the fiscal period are estimated as follows:

	Proposed Budget 26-27
<b>GENERAL FUND</b>	
Revenues	\$ 25,790,000
Expenditures	\$ 25,790,000
<b>SPECIAL REVENUE FUNDS</b>	
Revenues	\$ 12,618,595
Expenditures	\$ 12,618,595
<b>ENTERPRISE FUNDS</b>	
Revenues	\$ 1,065,672
Expenditures	\$ 1,065,672
<b>DEBT FUND</b>	
Revenues	\$ 632,000
Expenditures	\$ 632,000
<b>TOTAL ALL FUNDS</b>	
Revenues	\$ 40,106,267
Expenditures	\$ 40,106,267

SECTION 3. Within each department, the department heads shall have the authority to transfer appropriated funds within any of the designated line items of their respective departments, except for personnel services and capital expenditures line items, and such transfers shall be entered on the books of account of the City by the Finance Director or his/her designee.

SECTION 4. Within each department, the City Administrator shall have the authority to transfer

appropriated funds within any of the designated line items, and such transfers shall be entered into the books of account of the City by the Finance Director or his/her designee.

SECTION 5. A bound copy of the budget containing detailed schedules (line items) which support the appropriations set forth in Section 2 above, shall be attested by the City Administrator and maintained as an official record in the office of the City Administrator.

SECTION 6. The sums appropriated and set forth in the detailed schedules for personnel services shall be paid in accordance with the current pay plan, or as shown in the budget for those positions not classified under the pay plan.

SECTION 7. All sums received by the City of Easley from any source whatsoever, unless by law designated for some special fund or purpose, may be used in meeting disbursements from the General Fund, as described in Section 2 above.

SECTION 8. The Road Fee Fund and the Transportation Impact Fee Fund each have \$200,000, included in Section 2, allocated towards the Canaan Land/Olive Street intersection project. The funds shall remain for the allocated project and may only be used for this project until SCDOT certifies its completion or the project is abandoned.

SECTION 9. The City Administrator is authorized to inform the County Tax Collector, or such other officer of the County as may be appropriate, to levy such ad valorem millage as will be reasonable and appropriate to raise the ad valorem revenue reflected in the approved annual budget, provided such millage does not exceed the millage rate of 75.5 mills that is levied in the annual operating budget. The city also adopts herewith the FY 26-27 Fee/Rate Schedule "Attachment A".

SECTION 10. This Ordinance shall become effective upon date of passage, designated as Ordinance No. 2026-16.

DONE, RATIFIED, AND PASSED \_\_\_\_\_, 2026.

First Reading: May 11, 2026  
Second Reading: June 8, 2026

\_\_\_\_\_  
Mayor Lisa Talbert

ATTEST:

Form, substance, and number  
Approved by City Attorney

\_\_\_\_\_  
Jennifer Bradley, City Clerk



City of Easley Rate Schedule FY 26-27

Service	Rate	Service	Rate
<b>Sanitation</b>		<b>Freedom of Information Act Request</b>	
Residential		Copy machine copies	\$0.25 per page
Bagged Garbage	Included with 1 trash can	FOIA fee	Actual cost of search and review
Additional Trash Cans	\$65/year for second can		
- Billed January Each Year	\$130/year for third can	<b>Finance/Administration</b>	
Can Delivery Fee for nonpayment	\$20	Business License	Per Ordinance
White Goods	Included	Credit Card Cost Recovery	3.25% of charge
Brown Goods	Included	Returned NSF Check	\$35
Limbs and Brush	Included		
Leaves	Included	<b>Tax Rates</b>	
Recycle Bins	First bin Free	Property Tax Millage	75.5
Additional Recycle Bins	\$10 per bin	Hospitality Tax (Food and Bev.)	2%
Grass Clippings Cart	\$45/year	Local Accommodations Tax	1.5%
Encroachment Permit	\$30	State Accommodations Tax	2%
Commercial	By Contractor		
		<b>Franchise Fees</b>	
<b>Stormwater</b>		Fort Hill Gas Company	Legal Settlement
Residential	Per Tax Parcel	Charter Spectrum, Easley Combined Utilities	5% of revenue
Single family detached (1 ERU)	\$40 per year	AT&T/DirecTV, Powdersville Water, Duke Power	
Townhomes, condos (1 ERU)	\$40 per year	Blue Ridge Electric, 3Wire	
Duplexes, triplexes, etc.	\$40 per ERU per year*		
Apartments	\$40 per ERU per year*	<b>Police Department</b>	
Commercial	\$40 per ERU per year*	Alarm Registration Fees	Per Alarm Device
Tax exempt properties	\$40 per ERU per year*	Commercial	\$20 per year
Vacant lots or acreage (1 ERU)	\$40 per ERU per year*	Residential	\$10 per year
Mobile homes (1 ERU)	\$40 per ERU per year*	False Alarms (per quarter)	
*ERU = Equivalent Residential Unit = 5,000 sqft of impervious surface		1-3 False Alarms	No charge
Accessory Structure Permit	\$30	4th False Alarm	\$100
Land Disturbance less than 1 acre	\$125	5th False Alarm	\$200
Land Disturbance more than 1 acre	\$125 plus \$10 per .1 acre over 1	Incident/Accident Reports	\$5
		Tow Truck Permit (up to 7 companies)	\$1,750
		Precious Metal Permit	\$50
<b>Fire Protection</b>		<b>MASC Collection Program</b>	
Easley Rural Fire Protection	Per contract	Brokers Tax	2%
Hazardous Material Clean-up	Actual Cost	Insurance - Property & Casualty	2%
Burn Permit for land clearing	\$1,000	Insurance - Life, Accident & Health	0.75%
		Telecommunications	1%
		Set-off Debt	\$25 + debt





City of Easley Building & Code Enforcement Rate Schedule FY 26-27

Service	Rate	Service	Rate
<b>Building Codes</b>		<b>Code Enforcement Fees</b>	
Building Permit Fees		Nuisance Abatement Fees*	
\$0-\$2,500	\$60	1st offense	\$100 + Cost of abatement
\$2,501-\$50,000	\$125 + \$6 per \$1,000	2nd offense	\$150 + Cost of abatement
\$50,001 - \$100,000	\$385 + \$5 per \$1,000	3rd offense	\$200 + Cost of abatement
\$100,001 - \$500,000	\$700 + \$4 per \$1,000	4th offense	\$250 + Cost of abatement
\$500,001 and over	\$2,700 + \$3 per \$1,000	Board Up Administrative Fee*	\$250 + Cost of board up \$50 after initial access (First entry is free. Only two additional entries permitted.)
Commercial Building Plan review	\$200 min or 50% of permit cost \$1,000 min for first acre + \$250 per each additional acre	Re-Entry of Boarded Homes	
Commercial Site Plan review		Asbestos and Lead Abatement Fee*	\$200 + Cost of abatement
Rezoning Application Fee	\$200	Demolition Fee*	\$350 + Cost of demolition
Variance Application Fee	\$100		
Annexation Application Fee	\$250		
Zoning letter	\$50		
FRD Review	\$1,000		
Grading Permit Fee	\$200 min for first acre + \$50 per acre	*Cost does not include invoicing and lien filing fees.	
		Invoice Administrative Fee	\$30
		Lien Filing Fee	\$50
		Derelict Vehicle Towing Fee	\$100
<b>Residential Subdivision Plat Review Fees</b>		<b>Inspection Fees</b>	
Exempt subdivision	\$100	Reinspections (1st, 2nd, 3rd)	\$60, \$75, \$100
Minor subdivision	\$500	After Hours Inspection Fee	\$120 per hour
	\$2,000 or \$20 per lot (whichever is greater)	Food Truck Annual Inspection	\$50
Major subdivision		Mobile Home Inspection	\$100
Zoning, Comprehensive, and Land	\$50 each		
Zoning Map	\$50		
Unbound UDO Printout	\$100		
Unbound Ordinance Printout	\$50		

**AN ORDINANCE AUTHORIZING A FRANCHISE AGREEMENT**

**WHEREAS**, [], LLC (“Franchisee”) seeks to enter into a Franchise Agreement with the City of Easley (the “City”) to allow Franchisee to install, operate, use, maintain, repair, replace, upgrade and remove telecommunications facilities in the City owned right-of-way; and,

**WHEREAS**, Franchisee is considered a telecommunications company pursuant to the definition under Section 58-9-2200 of the Code of Laws of South Carolina (“Code”); and,

**WHEREAS**, Franchisee holds a certificate of public convenience and necessity granted by the Public Service Commission of the State of South Carolina; and,

**WHEREAS**, the City is required by S.C. Code § 58-9-2230 and Section 153 (2) of Title 47 of the U.S. Code to manage its public rights-of-way on a competitively neutral and nondiscriminatory basis and is entitled to impose a fair and reasonable franchise or consent fee on a telecommunications company, or an administrative fee upon a telecommunications company that is not subject to the franchise or consent fee, for the use of the public streets and public property on a nondiscriminatory basis, to provide telecommunications services unless the telecommunications company has an existing contractual, constitutional, statutory, or other right to contract or operate in the public streets and public property, in amounts not to exceed the amounts specified in said Section 58-9-2230; and,

**WHEREAS**, pursuant to Section 30.42 of the City of Easley Code of Ordinances, Franchisee timely published a notice in the Greenville News stating the nature of the requested franchise; and,

**WHEREAS**, the purpose of this franchise is to allow Franchisee the right to install, operate, use, maintain, upgrade, repair, replace and remove telecommunication services as contemplated by the Franchise Agreement attached hereto as **Exhibit “A;”** and,

**WHEREAS**, the City of Easley desires to enter into the Franchise Agreement attached hereto as **Exhibit “A”**, the terms of which are incorporated herein as is set forth verbatim; and,

**WHEREAS**, pursuant to S.C. Code § 5-7-260, the grant, renewal, or extension of a franchise shall be made by Ordinance; and,

**WHEREAS**, the Mayor and City Council find that it is in the best interests of the City of Easley to enter into the Franchise Agreement attached hereto as **Exhibit “A”**.

**NOW, THEREFORE, BE IT ORDAINED**, by the Mayor and Council of the City of Easley, that the City Administrator is hereby authorized, empowered and directed to execute acknowledge and deliver the Franchise Agreement attached hereto as **Exhibit “A”**.

This Ordinance shall be effective upon second reading approval thereof and no further authorization is required to execute and deliver all documents related to Franchise Agreement contemplated by this Ordinance.

FIRST READING: May 11, 2026  
SECOND READING: June 8, 2026

\_\_\_\_\_  
Lisa Talbert, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Bradley  
City Clerk

\_\_\_\_\_  
Daniel Hughes  
City Attorney

**CITY OF EASLEY, SOUTH CAROLINA FRANCHISE AGREEMENT  
WITH WIRE 3, LLC**

This Franchise Agreement (hereinafter "Agreement") is made and entered into as of this [ ] day of June 2026 ("Effective Date"), by and between the CITY OF EASLEY, a South Carolina municipal corporation (hereinafter the "City" or "Grantor") and Wire 3 LLC, a New York limited liability company authorized to do business in South Carolina, and its successors and assigns (under entity ID 01529282) (hereinafter "GRANTEE").

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

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

WHEREAS, GRANTEE holds a certificate of public convenience and necessity granted by the Public Service Commission of the State of South Carolina; and,

**Commented [DH1]:** Need to see proof of this.  
**Commented [BR1R2]:** provided in email 4/8/26

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

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

**Section 1. Grant of Authority.** (a) Subject to the terms of this Agreement, the City hereby grants to GRANTEE the non-exclusive right to construct, install, maintain, locate, move, operate, place, protect, reconstruct, reinstall, relocate, remove, and replace fiber optic or other cable and related facilities for the provision of telecommunications service in the public streets and public rights-of-way in the City. GRANTEE shall be solely responsible for obtaining any required consents from State agencies or private parties to the extent that its operations affect State or private property.

(b) GRANTEE acknowledges that this grant of authority is for the benefit of GRANTEE only, and that GRANTEE is not authorized to lease, sublease, assign, or otherwise allow other providers to use or occupy the public rights-of-way except in accordance with provisions of [Section 12\(j\) of this Agreement](#) ~~(except as may occur from the event of merger or acquisition of GRANTEE).~~

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

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

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

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

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

*"Cable service"* shall have the same meaning as in the 47 U.S. Code § 522 and

shall be synonymous with the term "cable television service."

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

"City Attorney" means the City Attorney or his designee.

"City Council" means the City Council of the City of Easley.

"City Engineer" means the City Engineer or his designee.

"City Administrator" means the City Administrator or his designee.

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

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

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

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

"GRANTEE" means Wire 3 LLC.

"Grantor" means the City of Easley or City.

"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 the City for the purpose of public travel, communications, alarm, street lighting, power distribution, water or sewer service or other public use, whether present or future, to the extent of the City's right, title, interest, or authority to grant a

franchise to occupy and use such streets and easements for the purpose of providing telecommunications services.

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

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

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

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

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

for the benefit and safety of the public.

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

5.1. Grantee shall place telecommunication facilities underground when commercially reasonable and subject to the rights and obligations set forth in Sections 5.8 and 5.9 below. Commercially reasonable means, with respect to any action required to be made, attempted or taken by GRANTEE under this Section 5.1, the level of effort in light of the facts known to GRANTEE at the time a decision is made that: (a) can reasonably be expected to accomplish the desired action without a material increase in costs incurred by GRANTEE; (b) is consistent with industry practices; and (c) takes into consideration the amount of advance notice required to take such action, the duration and type of action, and the competitive environment in which such action occurs.

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

5.3. Whenever existing overhead electric utilities, cable facilities, or telecommunications facilities are relocated underground within a particular segment of a street or public right-of-way of the City, GRANTEE shall relocate its facilities underground within a reasonable amount of time after notification by the City that such facilities must be relocated. Absent extraordinary circumstances or undue hardship as reasonably determined by the City, such relocation shall be made concurrently to minimize the disruption of the public streets or public rights-of-way. ~~Any relocation shall not result in interruption of GRANTEE's services, and the City shall coordinate with GRANTEE to ensure that GRANTEE's operations remain undisturbed during any such relocation.~~

**Commented [DH2]:** Removed since relocation is Grantee's responsibility.

5.4. GRANTEE shall obtain all required permits for the construction or installation of its facilities as required in this Agreement prior to performing any work in the street or public right-of-way of the City, provided, however, that nothing in this Agreement shall prohibit the City and GRANTEE from agreeing to an alternative plan to review permit and construction procedures, provided such alternative procedures provide substantially equivalent safeguards for responsible construction practices.

5.5. In the performance and exercise of its rights and obligations under this Agreement, GRANTEE shall not interfere in any manner with the existence and operation of any public street and public or private right-of-way, sanitary sewer, water line, storm drain gas main, pole, overhead or underground electric and telephone wires, television cables, public works, facilities of other telecommunication providers, or City Property, without the prior approval of the City, which approval shall not be unreasonably conditioned, withheld, or delayed.

5.6. Except as may be expressly provided herein, nothing in this Agreement shall be construed to abrogate or limit the right of the City to perform any public works or public improvements. If any facilities of GRANTEE interfere with the construction, operation, maintenance, repair or removal of such public works or public improvements, within ninety (90) days after receipt of written notice from the City (or such other period of time set forth in Section 5.7 or as may be agreed upon in writing by the City and GRANTEE), GRANTEE shall, at its own expense protect, alter, remove or relocate facilities, as directed by the City Administrator or City Engineer ~~(subject to language of 5.3 above)~~. If GRANTEE fails to so protect, alter, remove, or relocate equipment within such period, then after providing written notice of at least and an additional five (5) business days the City may break through, remove, alter, or relocate the facilities of GRANTEE without any liability to City, and GRANTEE shall pay to the City the actual and industry-standard costs incurred in connection with such breaking through, removal, alteration, or relocation. GRANTEE shall also reimburse the City for or bear any additional cost actually incurred by the City as a result of GRANTEE's failure to comply with the City's request to protect, alter, or remove equipment under this Agreement. The City may collect such costs, and any reasonable expenses and attorney fees incurred in collecting such costs, as debts owed to the City, by first delivering a written demand or notice to GRANTEE and ultimately by bringing action in any court of competent jurisdiction or exercising the City's rights to draw on bonds or in any other lawful manner, individually or in combination.

5.7. The City retains the right and privilege to cut or move any telecommunications facilities located within the public ways or other areas of the City as the City may determine to be necessary, appropriate, or useful in response to any life-threatening emergency, ~~but shall do so by coordinating with GRANTEE in all feasible situations~~. The City will endeavor to provide prior notice to GRANTEE of such emergencies which may impact its telecommunications facilities and to coordinate the cutting or removal of any telecommunication facilities with Grantee. If City is unable to provide prior notice of the life-threatening emergency as described above, City shall notify GRANTEE within twenty-four (24) hours of the occurrence of such emergency.

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 system so as not to interfere with the construction, location, and maintenance of sewer, water, drainage, electrical, signal, and fiber optic facilities of the City.

5.9. The City shall have the right to specifically designate the location of the facilities of GRANTEE with reference to sewer and water mains, drainage facilities, fiber optic cable, signal poles and lines and similar services, other facilities, such as public telephone utilities, public electric utilities, cable television facilities, and railway, communication, and power lines, in such a manner as to protect the public safety and public and private property. Failure by the City to designate the location of GRANTEE's facilities shall not relieve GRANTEE of its responsibilities in matters of public safety, as provided in this Agreement.

5.10. Except in the cases of emergencies, GRANTEE shall not move, alter, change, or extend any of its telecommunications system in any public street or public right-of-way unless prior written notice of its intention to do so is given to the City Administrator and permission in writing to do so is granted, or such requirement is waived, by the City Administrator. The City Administrator 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, conditioned, or delayed by the City Administrator and shall only be conditioned upon compliance with the terms and conditions of this Agreement, with such other terms and conditions as will preserve, protect, and promote the safety of the public using the public ways, and as will prevent undue interference with or obstruction of the use of the public ways by the public, the City or by any other public utility, public service corporation or cable operator for their respective purposes and functions. Such work by GRANTEE shall also be coordinated with the City's annual paving program through the Office of the City Engineer.

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 system. GRANTEE shall not permit any public street or public right-of-way so opened, disturbed, or obstructed by it to remain open, disturbed, or obstructed for a longer period of time than shall be reasonably necessary. In all cases where any public street or public right-of-way is excavated, disturbed, or obstructed by GRANTEE, GRANTEE shall take all commercially-reasonable and standard 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.

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 City and to the reasonable satisfaction of the City. GRANTEE shall be responsible for damage to City 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 after sixty (60) days of its receipt from City of notice in writing to repair, replace, and restore said damaged property in a manner as may be reasonably specified by the City and to the reasonable satisfaction of the City, the City may cause such necessary repairs to be made and may collect the actual and reasonable costs incurred from GRANTEE, including but not limited to, exercising the City's rights to draw on bonds. The City may collect such costs, and any expenses and attorney fees incurred in collecting such costs, as debts owed to the City, by bringing an action in any court of competent jurisdiction or in any manner allowed by law.

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 City Property more than is reasonably necessary to enable GRANTEE to install or repair its telecommunications system, including, but not limited to, any public street, public right-of-way or other property located in, on or adjacent thereto.

5.14. 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 City as promptly as possible before such repair or emergency work is started or as soon thereafter as possible if advance notice is not practicable.

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.

5.16. GRANTEE shall at all times employ ~~the applicable a commercially-reasonable a high~~ standard of care according to industry standards and shall install and maintain and use approved methods and devices for preventing failure or accidents which are likely to cause damages, injuries, or nuisances to the public.

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

A single permit may be issued for multiple excavations to be made in public streets and rights-of-way. Exceptions to the requirement for a written permit may be allowed in cases of emergencies involving public safety or restoration of service. In the case of emergency excavations made in a public street or public right-of-way without a permit, GRANTEE shall make a report of each such excavation to the City within two (2) working days. Any permit application and inspection related to repair of excavations shall be promptly acted upon by the City so as not to unreasonably delay GRANTEE in efficiently discharging its public service obligation and in any event shall be granted or denied within seven thirty (730) business 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.

Commented [DH3]: I need to check with planning about this turn around time. I think 7 days is too short.

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

keep in good condition for a period of one (1) year following such disturbance all portions of public ways disturbed by GRANTEE, provided such maintenance and repair shall be necessary because of defective workmanship or materials supplied by GRANTEE.

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

5.19. (a) GRANTEE shall promptly remove or correct any obstruction, damage, or defect in any public street or public right-of-way caused by GRANTEE in the installation, operation, maintenance, or extension of GRANTEE's telecommunications system. Any such obstruction, damage, or defect which is not promptly removed, repaired, or corrected by GRANTEE after thirty (30) days' written notice from the City to do so may be removed or corrected by the City, and the actual and documented cost thereof shall be charged against GRANTEE and payable on demand. Any expense, cost, or damages incurred for repair, relocation, or replacement to City water, sanitary sewer, storm sewer, storm drainage, telecommunication facilities, or other property resulting from construction or maintenance of GRANTEE telecommunications system shall be borne by GRANTEE and any and all actual and documented expense and cost incurred in connection therewith by the City shall be fully reimbursed by GRANTEE to the City.

(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.

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

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

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

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

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

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

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

(b) If any of the requested information of GRANTEE in this Agreement is considered proprietary, confidential, or a trade secret, GRANTEE will notify the City of this opinion and the City will keep such information confidential to the extent permitted by the South Carolina Freedom of Information Act (South Carolina Code Title 30 Chapter 4) or other any successor statute or law. As for new installations, after the effective date of this franchise, GRANTEE shall submit the proposed Mapping of its plans for new construction

to the City prior to any construction. As-built drawings of any new construction of facilities shall be furnished to the City within sixty (60) days of completion of such construction. All as-built maps and drawings shall be drawn to scale and reference to a physical City benchmark to the extent the physical benchmark is in reasonable proximity to GRANTEE new installation. All mapping shall be provided in a format compatible to the City's present and future mapping systems. Alternatively, GRANTEE will pay for the cost of making the mapping compatible.

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

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

(a) *Commercial General Liability.* Commercial General Liability insurance coverage on an occurrence basis insuring against all claims, loss, cost, damage, expense, or liability from loss of life or damage or injury to persons or property arising out of

any of the work or activity under or by virtue of this Agreement. The minimum limit of liability for such coverage shall be Two Million Dollars (\$2,000,000) combined single limit for any one occurrence. However, the parties acknowledge that GRANTEE may meet the policy limit in this section by combination of GRANTEE's General Commercial Liability Policy and GRANTEE's Umbrella or Excess Liability Policy.

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

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

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

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

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

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

**Section 8. Surety.**

(a) Within ten (10) days after the Effective Date of this Agreement, and prior to the commencement of any construction by GRANTEE, GRANTEE shall furnish and file with the City an irrevocable bond, in a form and by a surety authorized to do business in South Carolina, in the amount of Fifty Thousand Dollars (\$50,000) securing its faithful performance of the terms and conditions of this Agreement. GRANTEE shall maintain such bond for the duration of this Agreement, unless otherwise agreed to in writing by the City. Failure to maintain the bond shall be deemed a material default by GRANTEE of this Agreement.

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

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

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

**Section 9. Indemnification.** GRANTEE agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents from and against all claims, demands,

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

The City is a governmental entity and political subdivision of the State of South Carolina and enjoys sovereign immunity, as well as the imposition of duties and protections afforded by the South Carolina Tort Claims Act. Although the City cannot, by law, hold harmless and indemnify any contracting party, subject to the application of the aforementioned laws and to the limits of its insurance, the City agrees that GRANTEE shall not be liable from and against all claims, liabilities, penalties, fines, costs, damages, losses, causes of action, suits, demands, judgements and expenses (including, court costs and attorney's fees) of any nature, kind or description of any acts of negligence by the City, or its employees and agents, related to the City's breach of the terms and conditions of this Agreement.

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

purposes of this Section, the following definitions shall apply:

"Hazardous Substances" means asbestos and any and all pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials and hazardous substances as referenced or defined in, or pursuant to, any federal, state, local or other applicable environmental law, statute, ordinance, rule, order, regulation or standard in effect on the date hereof including, without limitation, the Resource Conservation and Recovery Act (42 U.S.C 6901, *et seq.*), as amended, the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136, *et seq.*), as amended, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601, *et seq.*), as amended, and the Toxic Substances Control Act (15 U.S.C. 2601, *et seq.*), as amended.

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

#### Section 11. Fees

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

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(b) For the use of the Right of Way, as defined by S.C. Code Section 58-9-2230, to provide Telecommunications Service, GRANTEE shall pay to the City a franchise fee in the amount of \$1,000.00 per annum which fee is in lieu of any permit fee, encroachment fee, degradation fee, or other fee assessed on a Telecommunications Service provider for use of

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the Right of Way to the extent required by S.C. Code Section 58-9-2230. The initial franchise fee shall be paid to City on or before the effective date, and thereafter on January 2 of each calendar year this Agreement remains in effect.

(c) Interest will be charged on any late payment at the maximum rate permitted under state law, or if there is no such rate, the interest will be 1.5% per month a payment is late.

#### **Section 12. General provisions.**

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

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

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

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

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

(f) *Controlling law and venue.* By virtue of entering into this Agreement, GRANTEE agrees and submits itself to a court of competent jurisdiction in the City, South Carolina or in the United States District Court for the District of South Carolina, and further

agrees that this Agreement is controlled by the laws of South Carolina or any applicable federal laws and that all claims, disputes and other matters shall be decided only by such court according to the laws of South Carolina or any applicable federal laws or by any regulatory body with jurisdiction, including the Federal Communications Commission.

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

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

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

- To the City:           City Administrator  
                          205 N. 1<sup>st</sup> Street  
                          Easley, SC 296
  
- With a Copy to:       Daniel R. Hughes, City Attorney  
                          P.O. Box 449  
                          Greer, SC 29640
  
- To GRANTEE:           □
  
- With a Copy to:       □

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

(j) *Assignment.* GRANTEE may assign or transfer this Agreement or any interest therein with the City's written consent, which consent shall not be unreasonably withheld,

conditioned or delayed. Notwithstanding the foregoing, this Agreement may be assigned by GRANTEE without City's written consent to any entity that purchases substantially all of the assets or ownership interests of the GRANTEE; any entity that results from a merger, consolidation, or restructuring of the GRANTEE; or, any entity that assumes control of the GRANTEE. Upon such assignment by [], the successor entity assuming the Agreement shall execute a written document that the successor entity shall fully perform the obligations of [] under this Agreement and shall be entitled to all of []'s rights herein ("Assignment and Assumption Agreement"). [] shall provide City with a copy of the executed Assignment and Assumption Agreement.

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

**WIRE 3 LLC**

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

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

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

State of \_\_\_\_\_  
City/County of \_\_\_\_\_,

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, of [ \_\_\_\_\_ ], a New York limited liability company authorized to do business in South Carolina.

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

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

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

**CITY OF EASLEY**  
a South Carolina municipal corporation

By: \_\_\_\_\_  
City Administrator

(SEAL)

ATTEST: \_\_\_\_\_  
Jennifer Bradley, City Clerk

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

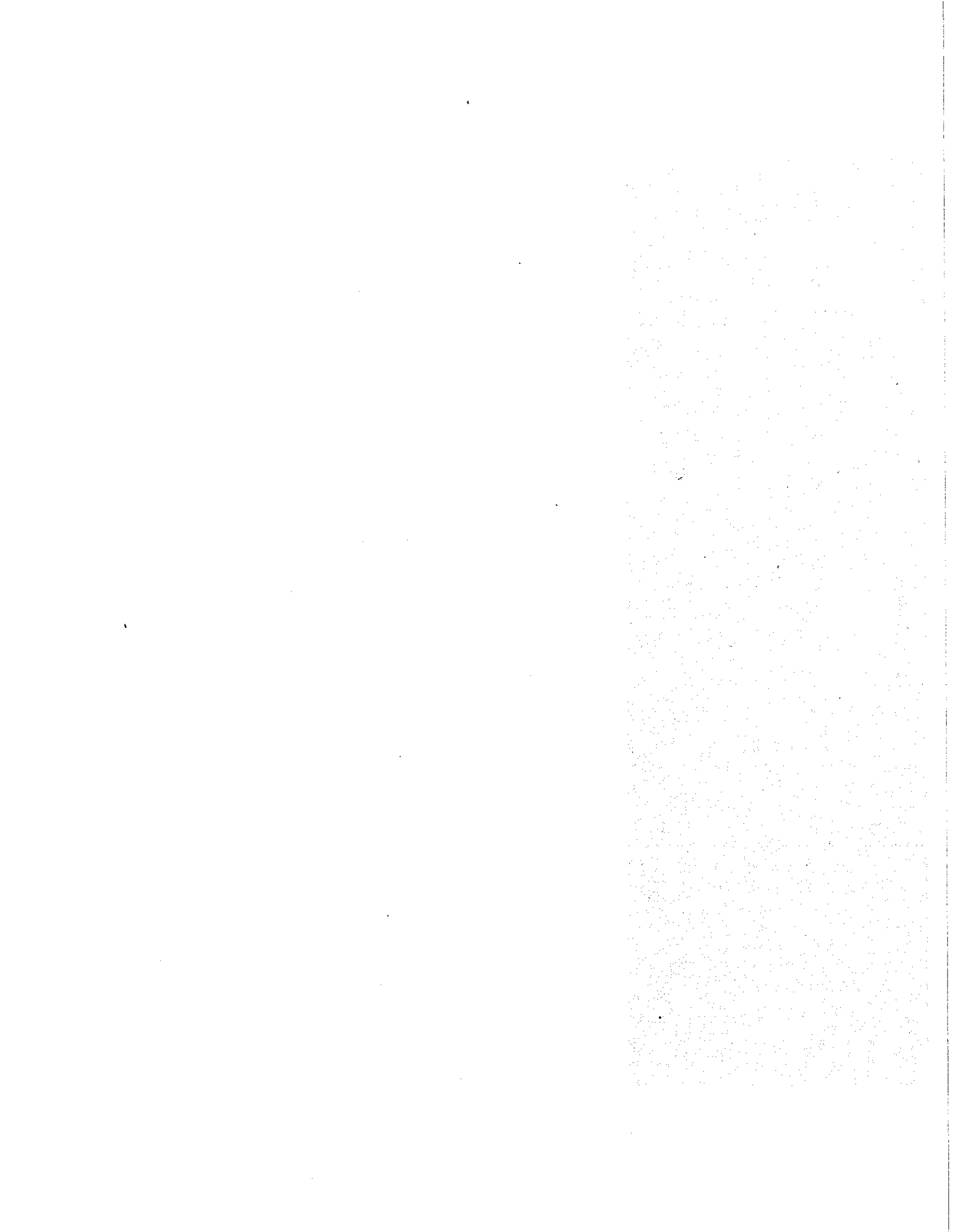
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by Tom Couch, City Administrator of the City Administrator of the City of Easley, on its behalf. He/She is personally known to me.

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

My commission expires: \_\_\_\_\_  
My registration number: \_\_\_\_\_

Approved as to Legal Sufficiency:

\_\_\_\_\_  
City Attorney



Code of Laws of South Carolina 1976 Annotated  
Title 58. Public Utilities, Services and Carriers (Refs & Annos)  
Chapter 9. Telephone, Telegraph and Express Companies  
Article 20. Municipal Charges to Telecommunications Providers

Code 1976 § 58-9-2230

§ 58-9-2230. Public rights-of-way franchise, consent and administrative fees; authorized taxes; mobile telecommunications services.

Currentness

(A) A municipality shall manage its public rights-of-way on a competitively neutral and nondiscriminatory basis and may impose a fair and reasonable franchise or consent fee on a telecommunications company for use of the public streets and public property to provide telecommunications service unless the telecommunications company has an existing contractual, constitutional, statutory, or other right to construct or operate in the public streets and public property including, but not limited to, consent previously granted by a municipality. A fair and reasonable franchise or consent fee imposed upon a telecommunications company shall not exceed the annual sum set forth in the following schedule based on population:

Tier I--1--1,000--\$ 100.00

Tier II--1,001--3,000--\$ 200.00

Tier III--3,001--5,000--\$ 300.00

Tier IV--5,001--10,000--\$ 500.00

Tier V--10,001--25,000--\$ 750.00

Tier VI--Over 25,000--\$1,000.00

This franchise or consent fee is in lieu of any permit fee, encroachment fee, degradation fee, or other fee assessed on a telecommunications provider for its occupation of or work within the public right of way.

(B) A municipality shall manage its public rights-of-way on a competitively neutral and nondiscriminatory basis and may impose an administrative fee upon a telecommunications company that is not subject to subsection (A) in this section and that constructs or installs or has previously constructed or installed facilities in the public streets and public property to provide telecommunications service. The fee imposed on a telecommunications company shall not exceed the annual sum set forth in the following schedule based on population:

Tier I--1--1,000--\$ 100.00

Tier II--1,001--3,000--\$ 200.00

Tier III--3,001--5,000--\$ 300.00

Tier IV--5,001--10,000--\$ 500.00

Tier V--10,001--25,000--\$ 750.00

Tier VI--Over 25,000--\$1,000.00

This administrative fee is in lieu of any permit fee, encroachment fee, degradation fee, or other fee assessed on a telecommunications provider for its occupation of or work within the public right of way.

(C) A municipality shall not levy any tax, license, fee, or other assessment on a telecommunications service, other than (1) the business license tax authorized by this article, and (2) franchise fees as defined and regulated under [47 U.S.C. Section 542](#); provided, however, that nothing in this subsection restricts the right of a municipality to impose ad valorem taxes, sales taxes, or other taxes lawfully imposed on other businesses within the municipalities. This subsection does not prohibit a municipality from assessing upon a telecommunications company fees of general applicability such as sanitation fees, building permit fees, and zoning permit fees that are not related to the telecommunications company's occupation of or work within the public right of way.

(D) A telecommunications company, including a mobile telecommunications company providing mobile telecommunications services, is not considered to be using public streets or public property unless it has constructed or installed physical facilities in public streets or on public property. The use of public streets or public property under lease, site license, or other similar contractual arrangement between a municipality and a telecommunications company does not constitute the use of public streets or public property for purposes of this article. Without limiting the generality of the foregoing, a telecommunications company is not considered to be using public streets or public property for purposes of this article solely because of its use of airwaves within a municipality. If a telecommunications company, including a telecommunications company providing mobile telecommunications services, requests of a municipality permission to construct or install physical facilities in public streets or on public property, that request must be considered by the municipality in a manner that is competitively neutral and nondiscriminatory as among all telecommunications companies.

#### **Credits**

HISTORY: [1999 Act No. 112, § 1, eff June 30, 1999](#); [2005 Act No. 8, § 4, eff January 13, 2005](#).

Code 1976 § 58-9-2230, SC ST § 58-9-2230

Current through [2026 Act No. 119](#), excluding Acts 109 and 115, subject to final approval by the Legislative Council, technical revisions by the Code Commissioner, and publication in the Official Code of Laws.