

**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





**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 74 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

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Jennifer Bradley, City Clerk

\_\_\_\_\_  
Daniel Hughes, Attorney at Law





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



**AN ORDINANCE AUTHORIZING A FRANCHISE AGREEMENT**

**WHEREAS**, Wire 3, 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, a notice was timely published 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: June 8, 2026  
SECOND READING: July 13, 2026

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Lisa Talbert, Mayor

ATTEST:

APPROVED AS TO FORM:

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Jennifer Bradley  
City Clerk

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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,

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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.

"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 services.

"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

**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.

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

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

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 (7) 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 [DH2]: 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

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.

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

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

(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.

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: \_\_\_\_\_

ORDINANCE 2026-18

AN ORDINANCE TO AMEND CHAPTER 30 ("CITY COUNCIL") OF TITLE III  
("ADMINISTRATION") OF THE EASLEY CITY CODE

WHEREAS, at various times the City of Easley reviews the city ordinances to make necessary improvements and/or changes; and,

WHEREAS, pursuant to S.C. Code Ann. §5-7-160, "all powers of the municipality are vested in the council, except as otherwise provided by law, and the council shall provide for the exercise thereof and for the performance of all duties and obligations imposed on the municipality by law," including the legislative power to make resolutions and ordinances by majority vote; and,

WHEREAS, pursuant to S.C. Code Ann. §5-7-250(b), "the council shall determine its own rules and order of business and shall provide for keeping minutes of its proceedings which shall be a public record"; and,

WHEREAS, the City Council finds that certain sections of Chapter 30 ("City Council") of Title III ("Administration") should be amended to improve and ensure orderly governance of the City of Easley according to the terms set forth herein; and,

WHEREAS, the Mayor and Council find that the amendments contained herein are in the best interests of the City and its residents.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Easley, in Council assembled, as follows:

**Section 1. Amendment.** Amend Sections 30.05, 30.20, 30.21, 30.24, and 30.25 of Chapter 30 ("City Council") of Title III ("Administration") as follows (*language that is struck-through is language proposed to be deleted, underlined language is language proposed to be added, language is not struck-through or underlined is not to be changed, and \*\*\* represents sections of the Ordinance that have been skipped and remain unchanged*):

\*\*\*

§ 30.05 QUALIFICATION OF OFFICERS.

(A) Newly elected officers shall not be qualified pursuant to S.C. Code § 5-15-120, until at least 48 hours after the closing of the polls.

(B) The newly elected officers shall take office after the close of the December regular council meeting ~~on the January Council meeting~~ date following the official declaration of election. The city shall continue in a normal manner during this interim period.

(C) In case the results of the election are contested, the incumbent who fills that contested office shall hold over until the contest is finally determined.

(90 Code, § 2-4.1) (Ord. passed 4-11-77; Am. Ord. passed 8-8-77; Am. Ord. 199919, passed 7-12-99; Am. Ord. 2000-21, passed 10-9-00; Am. Ord. 2002-01, passed 2-11-02)

\*\*\*

## COUNCIL MEETINGS

### § 30.20 REGULAR AND SPECIAL MEETINGS AND WORK SESSIONS.

(A) Regular meetings of the Council shall be held on the second Monday in each month, unless changed by a majority vote of the members present at any regular or special meeting.

(B) Work sessions of the Council shall be held on the second Monday in each month, prior to the regular council meeting, unless changed by a majority vote of the members present at any at any regular or special meeting. No formal action shall be taken during the work session.

~~(B)~~ (C) Special meetings of the Council may be held on the call of the Mayor or of a majority of the members. Notice of a special meeting shall be given immediately by the City Clerk ~~and Treasurer~~ to all available members and the news media.

~~(C)~~ (D) All regular, special meetings, and work sessions of the Council shall be open to the public.

(E) The presiding officer shall maintain decorum consistent with Robert's Rules of Order, Newly Revised.

(90 Code, § 2-9) (Ord. passed 1-10-77; Am. Ord. 2002-01, passed 2-11-02)

Statutory reference:

Meetings of Council, see S.C. Code § 5-7-250

### § 30.21 QUORUM; PRESIDING OFFICER; RULES OF ORDER.

(A) A majority of the Council members serving shall constitute a quorum for the conduct of business at any meeting. If there is not a quorum present, the Mayor shall call the meeting to order, the City Clerk shall announce "A quorum is not present" after verification of the quorum. The Mayor shall declare "There being no quorum, the meeting stands adjourned". The minutes shall reflect the names of the members present and the names of the members absent. The minutes shall include a statement that no quorum was present and the time of the adjournment.

(B) The Mayor or Mayor Pro Tempore shall preside, except that in the absence of both, the members present shall elect a presiding member. ~~Except as otherwise required by state law or ordinance, all proceedings of the Council shall be as set by resolution from time to time, and~~ The City Attorney shall act as parliamentarian.

(90 Code, § 2-11) (Ord. passed 1-10-77)

\*\*\*

### § 30.24 AGENDA.

(A) Matters to be considered by the Council at a regular meeting shall be placed on a written agenda ~~prepared by the chief administrative officer~~ and publicly posted by the City Clerk by 5:00

p.m. on Thursday prior to the regular meeting on Monday or, in the case of a called meeting, at least 24 hours prior to the meeting. ~~Matters not on the agenda may be considered upon request of a member, unless two members object.~~

(B) The City Administrator shall prepare the proposed agenda in consultation with Council.

(C) Any matters requested in writing by three (3) members of Council to the City Administrator by 5:00 p.m. on the Tuesday prior to the monthly regular meetings and work session shall also be placed on the Council agenda.

(D) Council may amend the agenda by majority vote pursuant to the provisions of S.C. Code Ann. §30-4-80.

(E) Agenda items such as public hearings, commission appointments, proclamations, awards, and other non-regular agenda items shall be added to the agenda as needed for a meeting.

(F) The order of business for the regular Council Meeting shall include:

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Approval of Minutes As Written
5. Report from Council Members
6. Report from Mayor
7. Monthly Report from City Administrator
8. Monthly Report from Finance Director
9. Citizens Wishing to Address City Council
10. Unfinished Business
11. New Business
12. Miscellaneous Business
13. Council Discussion (as needed). No votes taken.
14. Executive Session (as needed)
15. Adjournment

(G) The order of business for the Council Work Session shall include:

1. Call to Order
2. Unfinished Business

3. New Business
4. Council Discussion (as needed).
5. Executive Session (as needed)
6. Adjournment

('90 Code, § 2-15) (Ord. passed 1-10-77; Am. Ord. passed 8-13-79)

§ 30.25 APPEARANCE OF CITIZENS.

Persons may address City Council at regular meetings in accordance with the City's Policy on Persons Addressing Council. Said Policy may be amended as a resolution.

('90 Code, § 2-14) (Ord. passed 1-10-77; Ord. 2023-15, passed 11-13-23)

**Section 2:** That the amendments contained herein shall be effective upon second and final reading of this Ordinance.

**Section 3:** 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.

ADOPTED this 8th day of June 2026.

First Reading: May 19, 2026  
Second Reading: June 8, 2026

**CITY OF EASLEY, SOUTH CAROLINA**

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

**ATTEST:**

\_\_\_\_\_  
Jennifer Bradley, Municipal Clerk

Approved as to Form:

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