

**City of Cayce
Public Hearings and Regular Council Meeting
December 4, 2012**

PUBLIC HEARING – Establishing a Fee to Obtain a required Decal for All Contractors working within the City of Cayce

A Public Hearing was held at 6:00 p.m. in Council Chambers to obtain public comment on the proposed Ordinance establishing a fee to obtain a required decal for contractors working within the City of Cayce. Those present included Mayor Elise Partin, Council members Tara Almond, Eva Corley, James Jenkins, and Tim James, City Manager Rebecca Rhodes, Tammy Barkley, Municipal Clerk, Garry Huddle, Municipal Treasurer and Shaun Greenwood, Director of Planning & Development. Mayor Partin advised that members of the press and the public were duly notified of the Public Hearing in accordance with the FOIA.

Opening Statement

Mayor Partin stated that the purpose of the Public Hearing was to obtain public comment regarding the proposed Ordinance establishing a fee to obtain a required decal for contractors to place on their vehicles while working within the City of Cayce. Mayor Partin stated the staff recommendation is a \$5 fee but after discussion Council and staff think the fee will probably be lowered to \$2 to \$3.

Public Testimony

No public comment was provided.

Close Hearing

Mayor Partin closed the public hearing noting that no public comment was received.

PUBLIC HEARING – Proposed Ordinance to Amend Sec. 10-31 of the Cayce City Code Relating to the Adoption of the 2009 International Energy Conservation Code

A Public Hearing immediately followed in Council Chambers to obtain public comment on the proposed Ordinance adopting the 2009 International Energy Conservation Code. Those present included Mayor Elise Partin, Council members Tara Almond, Eva Corley, James Jenkins, and Tim James, City Manager Rebecca Rhodes, Tammy Barkley, Municipal Clerk, Garry Huddle, Municipal Treasurer and Shaun Greenwood, Director of Planning & Development. Mayor Partin advised that members of the press and the public were duly notified of the Public Hearing in accordance with the FOIA.

Opening Statement

Mayor Partin stated that the purpose of the Public Hearing was to obtain public comment regarding the proposed Ordinance to amend Section 10-31 of the Cayce City Code relating to the adoption of the 2009 International Energy Conservation Code.

Public Testimony

No public comment was provided.

Close Hearing

Mayor Partin closed the public hearing noting that no public comment was received.

Regular Council Meeting

The Regular December 2012 Council meeting was held this evening immediately following the Public Hearings in Council Chambers. Those present included Mayor Elise Partin, Council members Tara Almond, Eva Corley, James Jenkins, and Tim James, City Manager Rebecca Rhodes, Tammy Barkley, Municipal Clerk, Garry Huddle, Municipal Treasurer, Shaun Greenwood, Director of Planning & Development, Blake Bridwell, Interim Director of Utilities, and Chief Charles McNair, Director of Public Safety. Mayor Partin advised that members of the press and the public were duly notified of the Public Hearing in accordance with the FOIA.

Call to Order

Mayor Partin called the meeting to order and Council member Jenkins gave the invocation. In honor of the City's Veterans, Mayor Partin invited Mr. Bernie Shankman to come forward and lead the assembly in reciting the Pledge of Allegiance. Mr. Shankman shared a story written by Senator John McCain on his reflections of the Pledge of Allegiance while he was a prisoner of war. Mr. Shankman then led the assembly in the reciting of the Pledge of Allegiance.

Approval of Minutes

Council member Jenkins made a motion to approve the minutes of the November 13, 2012 Regular Meeting as submitted. Council member Corley seconded the motion which was unanimously approved by roll call vote.

Presentations

A. Presentation of Community Service Awards

Mayor Partin presented the Community Service Awards to Mr. Bruce Smith who has served five years on the Cayce Housing Authority and Mr. John Hert who has

served 10 years on the Accommodations Tax Committee. She thanked each person for their many hours of volunteer service to the City.

Public Comment Regarding Items on the Agenda

Mr. Chris Keuney – Item IV. C. (see comments attached)

Ordinances and Resolutions

- A. Approval of Ordinance Providing for and Approving Amendments to the Amended and Restated Indenture of Trust and Other Matters Relating Thereto – First Reading

Council member Jenkins made a motion to approve the Ordinance providing for and approving amendments to the amended and restated indenture of trust and other matters relating thereto on first reading. Council member Corley seconded the motion which was unanimously approved by roll call vote.

- B. Approval of Ordinance Amending the SRF Loan Agreements – First Reading

Council member James made a motion to approve the Ordinance amending the SRF Loan Agreements as recommended on first reading. Council member Jenkins seconded the motion which was unanimously approved by roll call vote.

- C. Approval of Ordinance Approving and Authorizing the Sale of City Property to Martin Marietta – First Reading

Council member Jenkins made a motion to postpone the issue until after the Executive Session. Council member Almond seconded the motion which was unanimously approved by roll call vote.

- D. Approval of Ordinance Amending the Business License Ordinance and Agreement Between the City of Cayce and the Municipal Association of South Carolina for the Collection of all Business License Taxes from Insurance Companies and Administration as Municipal Agent of Municipal Brokers Premium Tax – Second Reading

Council member James made a motion to approve the Ordinance on second and final reading. Council member Jenkins seconded the motion which was unanimously approved by roll call vote.

- E. Approval of Ordinance Amending Portions of the City Business License Ordinance – Second Reading

Council member Almond made a motion to approve the Ordinance amending portions of the City Business License Ordinance on second and final reading. Council

member Jenkins seconded the motion which was unanimously approved by roll call vote.

F. Approval of Ordinance to Amend the Sewer Use Ordinance – Second Reading

Council member Jenkins made a motion to approve the Ordinance to amend the Sewer Use Ordinance on second and final reading. Council member Corley seconded the motion which was unanimously approved by roll call vote.

G. Approval of Ordinance to Rezone SCANA Property – Second Reading

Council member James made a motion to approve the Ordinance to rezone property owned by SCANA as recommended on second and final reading. Council member Almond seconded the motion which was unanimously approved by roll call vote.

H. Approval of Ordinance Amending the Business License Ordinance Regarding the Issuance of Decals and Fee for Contractors – Second Reading

Discussion was held regarding the amount to charge contractors for the decals. After discussion, Council member James made a motion to amend the Ordinance to set the fee per decal to \$2.00. Council member Corley seconded the motion which was unanimously approved by roll call vote.

Council member James made a motion to approve the Ordinance as amended on second and final reading. Councilmember Jenkins seconded the motion which was unanimously approved by roll call vote.

I. Approval of Ordinance Amending Sec. 10-31 of the City of Cayce Code of Ordinances to Adopt the 2009 International Energy Conservation Code – Second Reading

Council member Jenkins made a motion to approve the Ordinance on second and final reading as recommended. Council member Almond seconded the motion which was unanimously approved by roll call vote.

Other

A. Bid Award – Wastewater Treatment Plant Closeout/Septage Receiving Facility

Council member James made a motion to postpone the issue until the regular January Council Meeting. Council member Jenkins seconded the motion which was unanimously approved by roll call vote.

B. Approval of 2013 Council Meeting Dates

Discussion was held on the best available date for all Council members to attend a second monthly meeting if needed. Council scheduled the second meeting for the third Wednesday of each month at 5:00 p.m. Council member James made a motion to approve the 2013 Council Meeting dates as discussed. Council member Almond seconded the motion which was unanimously approved by roll call vote.

C. Discussion and Approval of Discontinuation of Commercial Sanitation Service

Discussion was held regarding the discontinuation of the City provided commercial sanitation service and whether or not the city should contract the service out on a franchise fee basis or allow businesses to choose the provider they prefer. Ms. Rhodes advised that currently the city is providing this service at a deficit of \$110,114 annually. She stated that efforts to increase the charges for the service have actually resulted in a reduction in revenue as a result of customers reducing the size and number of their pickups.

After discussion, Council member Jenkins made a motion to authorize the City Manager to draft a letter to all businesses explaining the options available for Council's review, including a deadline for response from the businesses, and that the issue be discussed with them at the upcoming Business Forum to be held in January prior to making the decision to discontinue the service. Council member James seconded the motion which was unanimously approved by roll call vote.

D. Approval of Request for Funding for the World War II Memorial

Council member Jenkins made a motion to fund the World War II Memorial in the amount of \$1,000. Council member James seconded the motion which was unanimously approved by roll call vote.

E. Approval of Out of State Travel Expenses for Mayor Partin to Attend the Governing Magazine's Summit on Healthy Living in Atlanta, Georgia

Council member James made a motion to approve out of state travel expenses as discussed for the Mayor to attend the Summit on Healthy Living in Atlanta, Georgia. Council member Jenkins seconded the motion which was unanimously approved by roll call vote.

City Manager's Report

Ms. Rhodes advised that the City received DOT funding for Phase 5 of the State Street Streetscaping project which includes the east and west side of the street between K and J Avenue. She stated the city currently has 4 open projects with DOT that have not begun and that she has a meeting next week with the City's State Representative and will bring up the fact that DOT administering these projects is not the most effective way to handle the projects. She stated that the City provides DOT with the match

money when the project is approved. She asked for Council's help in bringing this up with the Legislators when possible.

Ms. Rhodes advised that bids will be opened December 14 for the repair of the walkways and steps at Guignard Park. The project should get started in January.

In reference to the BC High School project, she stated she was hoping to have a draft agreement to send to the City Attorney to review next week.

She stated that through the CMRTA and partnership with the Lexington County Transit Work Group, the City was notified that the Lexington County portion is running below budget and they are hoping to use a portion of that money to do a pilot project for bus trips from Cayce and West Columbia to the County Health Clinic in Redbank. She stated that when they moved the Health Clinic out that far, they noticed a huge decrease in the number of clients they were servicing from our zip codes.

Committee Matters

- A. Approval to Enter the following approved Committee Minutes into the City's Official Record

Cayce Housing Authority – August 21, 2012

Beautification Board – October 9, 2012

Museum Commission – October 10, 2012

Events Committee – October 15, 2012

Board of Zoning Appeals – October 15, 2012

Council member Almond made a motion to approve that the Committee Minutes submitted be entered into the City's Official Record. Council member Jenkins seconded the motion which was unanimously approved by roll call vote.

- B. Appointments and Reappointments

Board of Zoning Appeals – Two Positions

Ms. Tara Almond was elected as Council member for District 1 and has resigned. Mr. Frank Dickerson's term has expired. There is no recommendation at this time. Council member James made a motion to postpone the issue until recommendations are received. Council member Jenkins seconded the motion which was unanimously approved.

Public Safety Foundation – Four Positions

Ms. Rhodes reminded Council of the four open positions on the Public Safety Foundation. No action was taken as this item was previously postponed at the previous Council Meeting.

Executive Session

- A. Discussion of negotiations incident to proposed water agreement with the City of Columbia
- B. Discussion of negotiations incident to proposed contractual arrangements for animal services
- C. Discussion of negotiations incident to proposed contractual arrangements for public relations services
- D. Receipt of legal advice relating to a claim and a potential claim by the City and other matters covered by the attorney-client privilege
- E. Discussion of Appointment/Reappointment of Municipal Judge
- F. City Manager's Employment Contract Renewal

Council member Jenkins made a motion to move into Executive Session to discuss the matters above. Council member James seconded the motion which was unanimously approved by roll call vote.

Reconvene

Council member Corley made a motion to move out of Executive Session and reconvene the Regular Meeting. Council member James seconded the motion which was unanimously approved by roll call vote.

Mayor Partin announced that no vote was taken in Executive Session other than to adjourn and resume the Regular meeting.

Possible Actions by Council in follow up to Executive Session

Council member Almond made a motion to approve the water agreement as submitted with the City of Columbia. Council member Jenkins seconded the motion which was unanimously approved by roll call vote.

Council member James made a motion to authorize the City Manager to research options including soliciting bids for public relations services for the City. Council member Corley seconded the motion which was unanimously approved by roll call vote.

Council member James made a motion to reappoint Judge Kaebi Henderson to a two-year term to serve as Municipal Judge for the City of Cayce. Council member Jenkins seconded the motion which was unanimously approved by roll call vote.

Council member Jenkins made a motion to approve the renewal of the City Manager's Employment Contract as discussed and authorize the Mayor to sign the

contract on behalf of Council. Council member Almond seconded the motion which was unanimously approved by roll call vote.

Council member Almond made a motion to approve the Settlement Agreement between the City of Cayce and Martin Marietta as discussed. Council member Jenkins seconded the motion which was unanimously approved by roll call vote.

Council member Corley made a motion to adjourn the meeting. Council member Jenkins seconded the motion which was unanimously approved by roll call vote. There being no further business, the meeting adjourned at 8:55 p.m.

Elise Partin, Mayor

ATTEST:

Mendy C. Corder, Municipal Clerk

Comments for Cayce City Council 12/4/12 regarding agenda item IV C

My name is Chris Kueny, and I am the president of the Riverland Park Neighborhood Association.

I just found out that the City of Cayce is considering selling to Martin Marietta Quarry the Police substation in Riverland Drive, which is also the entrance to the Riverwalk. My questions have been met with "Trust me."

Mayor Partin, Council, Ms Rhodes, I do trust you. A few elections ago, I had no trust in Cayce doing right by Riverland Park. There have been changes that give me hope. The guy that wants to bulldoze Riverland Park into the river did not win in the last election, and elections have consequences.

**2012 DECORATE CAYCE
CONTEST**

Sponsored by the City of Cayce
Beautification Board

The City of Cayce Beautification Board is pleased to announce the 2012 winners of the Decorate Cayce Contest. Presentations will be given at the January 8, 2013 Council meeting at 6pm. Congratulations to all nominees.

1 st Place	Randy Slice	1700 Chadsworth	\$250
2 nd Place	Mark Keller	604 Moss Creek Dive	\$150
3 rd Place	Eric Odell	1836 Charleston Hwy	\$75

Memorandum

To: Mayor and Council

From: Rebecca V. Rhodes, City Manager

Date: January 4, 2013

Subject: Approval of Second Reading of an Ordinance Providing for and Approving Amendments to an Indenture entitled "Amended and Restated Indenture of Trust between City of Cayce, South Carolina as Issuer and Wachovia Bank, National Association, as Trustee dated July 15, 2004," and Others Matters Relating Thereto

Issue

Approval of Second Reading of an Ordinance Providing for and Approving Amendments to an Indenture entitled "Amended and Restated Indenture of Trust between City of Cayce, South Carolina as Issuer and Wachovia Bank, National Association, as Trustee dated July 15, 2004," and Others Matters Relating Thereto

Background/Discussion

Because of the City's A+ Bond Rating, the Budget and Control Board and the South Carolina Water Quality Revolving Loan Fund Authority will allow us to reduce our Utility Debt Reserve Funds for our existing bonded indebtedness by half. These excess debt reserve funds may then be utilized to complete the wastewater treatment plant project, for debt service or be placed in the gross revenue fund. This Ordinance amends our Bond Indenture to allow for this reduction of Debt Reserve Funds.

Recommendation:

Staff recommends approval of Second Reading of this Ordinance.

<p>STATE OF SOUTH CAROLINA) COUNTY OF LEXINGTON) CITY OF CAYCE)</p>	<p style="text-align: center;">ORDINANCE</p> <p>Providing for and Approving Amendments to an Indenture entitled “Amended and Restated Indenture of Trust between City of Cayce, South Carolina as Issuer and Wachovia Bank, National Association, formerly known as First Union National Bank, as Trustee dated July 15, 2004;” and Other Matters Relating Thereto</p>
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WHEREAS, in accordance with the provisions of Title 6, Chapter 17 of the Code of Laws of South Carolina, 1976, as amended, which is also known as “The Revenue Bond Refinancing Act of 1937”, the City of Cayce, South Carolina (the “*City*”) by action of its City Council, its governing body (the “*City Council*”), heretofore issued its: (i) \$16,000,000 original principal amount Water and Sewer System Revenue Bonds, Series 1998 (the “*Series 1998 Bonds*”); (ii) \$1,650,000 original principal amount Water and Sewer System Revenue Bonds, Series 2002 (South Carolina Water Pollution Control Revolving Fund Loan Number 1-084-02-315-10) (the “*Series 2002 Bond*”); (iii) \$8,780,000 original principal amount Water and Sewer System Refunding and Improvement Revenue Bonds, Series 2004 (the “*Series 2004 Bonds*”); (iv) \$18,795,000 original principal amount Water and Sewer System Refunding and Improvement Revenue Bonds, Series 2007A (the “*Series 2007A Bonds*”); and (v) not exceeding \$33,733,234, plus capitalized interest, if any, Water and Sewer System Improvement Revenue Bond, Series 2009 (South Carolina Water Pollution Control Revolving Fund Loan Number X1-128-09-315-1) (the “*Series 2009 Bond*” and collectively with the Series 1998 Bonds, the Series 2002 Bond, the Series 2004 Bonds and the Series 2007A Bonds, the “*Bonds*”); and

WHEREAS, the Series 1998 Bonds were issued under the provisions of an Indenture of Trust dated as of July 1, 1998 (the “*Original Indenture*”), by and between the City and Wachovia Bank, National Association, formerly known as First Union National Bank, and now known as U.S. Bank National Association (the “*Trustee*”); and

WHEREAS, the Series 2002 Bond was also issued under the provisions of the Original Indenture which, at the time of the issuance of the Series 2002 Bond, was amended pursuant to the provisions of the Supplemental Trust Indenture of 2002-1 dated as of September 1, 2002, by and between the City and the Trustee; and

WHEREAS, at the time of the issuance of the Series 2004 Bonds, the City authorized the execution of the Amended and Restated Indenture of Trust dated as of July 15, 2004, by and between the City and the Trustee (as amended, the “*Amended and Restated Trust Indenture*”) and at such time received the consent of Financial Security Assurance, Inc., which was then deemed the Holder (as such term is used in the Amended and Restated Trust Indenture) of the

Series 1998 Bonds under the provisions of Section 9.2 of the Original Indenture and as such was the majority Holder of all then Outstanding Bonds issued under the Original Indenture; and

WHEREAS, the Series 2004 Bonds, the Series 2007A Bonds and the Series 2009 Bond were issued under the provisions of the Amended and Restated Trust Indenture and the Series 1998 Bonds were defeased with the proceeds of the Series 2007A Bonds; and

WHEREAS, the Amended and Restated Trust Indenture was amended by that certain Supplemental Trust Indenture of 2008-1 dated as of August 13, 2008, by and between the City and the Trustee; and

WHEREAS, due to the circumstances described above, each of the Series 2002 Bond, the Series 2004 Bonds, the Series 2007A Bonds and the Series 2009 Bond are governed by the provisions of the Amended and Restated Trust Indenture; and

WHEREAS, pursuant to the terms of "FY 2012 AMENDMENT TO ALL PRIOR SRF LOAN POLICIES," dated October 3, 2011, the South Carolina Water Quality Revolving Fund Authority (the "*Authority*") released certain loan policy amendments which effected a modification to certain provisions of all prior major loan policies for both the Authority's Clean Water State Revolving Fund and Drinking Water State Revolving Fund programs (collectively, the "*SRF Policy Changes*"). The SRF Policy Changes included, among other things, (1) provisions for modification of requirements related to the Authority's policies regarding an issuer establishing and maintaining a debt service reserve fund with respect to a particular loan or bond issue, subject to the issuer maintaining a minimum credit rating, and (2) provisions for the release to such issuer of certain debt service reserve moneys held on behalf of the Authority as security for prior loans, subject to the issuer maintaining a minimum credit rating; and

WHEREAS, the Authority is the holder of the Series 2002 Bond and the Series 2009 Bond (collectively, the "*SRF Bonds*") and the City and the Authority have separately agreed to modify the documents between the City and the Authority relating to the maintenance of a debt service reserve fund with respect to each of the SRF Bonds, subject to the City maintaining a minimum credit rating (collectively, the "*SRF Document Amendments*"), and provide for the release to the City of certain debt service reserve moneys held on behalf of the Authority as security for the SRF Bonds, subject to the City maintaining a minimum credit rating (collectively, the "*SRF Reserve Fund Releases*"); and

WHEREAS, the City currently maintains a published rating by Standard & Poor's Rating Service (as of September 28, 2012) of "A+" (stable) on its publicly issued senior lien revenue bond obligations. As a result of such rating and for so long as the City maintains such rating, under the SRF Policy Changes and as authorized by this Ordinance and the loan agreements relating to the SRF Bonds, the Series Reserve Requirement (as defined in the Amended and Restated Trust Indenture) for each series of SRF Bonds shall be reduced to one half of the maximum debt service requirement for such series of SRF Bonds; and

WHEREAS, the City Council has determined that in order to provide for and give effect to the SRF Document Amendments and the SRF Reserve Fund Releases, the City Council must amend certain provisions of the Amended and Restated Trust Indenture; and

WHEREAS, Section 9.2 of the Amended and Restated Trust Indenture states that the Holders of a majority in principal amount of the Bonds, then Outstanding, shall have the power to assent to and authorize the City and Trustee to execute a Supplemental Indenture (as defined in the Amended and Restated Trust Indenture) containing any modifications or amendments to the provisions of the Amended and Restated Trust Indenture that may be proposed; and

WHEREAS, the Authority, as the sole holder of the SRF Bonds, currently constitutes the Holder of a majority in principal amount of the Bonds Outstanding;

WHEREAS, Syncora Guarantee Inc., formerly XL Capital Assurance, Inc., as the Credit Facility Issuer for Series 2004 Bonds and the Series 2007A Bonds (the “*Insurer*”), is deemed the Holder of the Series 2004 Bonds and the Series 2007A Bonds and, pursuant to certain financial guaranty agreements between the City and the Insurer, the City agreed that it would not amend the Amended and Restated Trust Indenture without the prior written consent of the Insurer; and

WHEREAS, the City Council has determined to enter into a Supplemental Trust Indenture of 2012-1, the form of which is attached hereto as *Exhibit A* (the “*2012-1 Supplemental Indenture*”), as a means of amending and modifying the Amended and Restated Trust Indenture; and

WHEREAS, the City Council intends through this Ordinance to authorize amendments to the Amended and Restated Trust Indenture and to authorize the Mayor of the City (the “*Mayor*”) and the City Manager of the City (the “*City Manager*”) to execute the 2012-1 Supplemental Indenture; and

WHEREAS, the Authority, as the majority Holder of Outstanding Bonds, and the Insurer, pursuant to its financial guaranty agreements with the City, have reviewed the 2012-1 Supplemental Indenture and have provided their written consents, in the forms of *Exhibit B* and *Exhibit C*, respectively, hereto, to the proposed changes to the Amended and Restated Trust Indenture set forth in the 2012-1 Supplemental Indenture; and

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

Section 1. *The 2012-1 Supplemental Indenture.*

The Amended and Restated Trust Indenture is hereby amended pursuant to the provisions of the 2012-1 Supplemental Indenture. The 2012-1 Supplemental Indenture shall be in

substantially the form attached hereto as *Exhibit A*, with such changes as shall be determined and approved by the Mayor and the City Manager in their sole discretion (the execution to be conclusive evidence of such approval), the execution and delivery of which is hereby authorized and directed. The City hereby expressly confirms that, from and after the execution and delivery of the 2012-1 Supplemental Indenture, U.S. Bank National Association shall continue to serve as Trustee thereunder.

Section 2. Severability.

The provisions of this Ordinance are severable, and if any one or more of the provisions, sentences, clauses, sections, or parts hereof shall be held or deemed to be or shall in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because of conflict with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever. It is hereby declared that this Ordinance would have been enacted if such inoperative or unenforceable or invalid provisions, sentences, clauses or sections or parts (i) shall be deemed severable from the remaining covenants and agreements and portions thereof provided in this Ordinance, and (ii) shall in no way affect the validity of the other provisions of this Ordinance.

This Ordinance shall take effect on the date of second reading approval by the City Council.

DONE IN MEETING DULY ASSEMBLED, this __ day of _____, 2013.

Elise Partin, Mayor

ATTEST:

Mendy C. Corder, Municipal Clerk

First reading: _____
Second reading and adoption: _____

Approved as to form: _____
Danny C. Crowe, City Attorney

SUPPLEMENTAL TRUST INDENTURE OF 2012-1

THE CITY OF CAYCE, SOUTH CAROLINA

and

**U.S. BANK NATIONAL ASSOCIATION
as Trustee**

**Relating to the amendments to the Amended and Restated Indenture of Trust dated as of
July 15, 2004, by and between the City and U.S. Bank National Association**

Dated as of December __, 2012

This **SUPPLEMENTAL TRUST INDENTURE OF 2012-1** (this “**2012-1 Supplemental Indenture**”) made and entered into as of the ___ day of December, 2012, by and between the CITY OF CAYCE, SOUTH CAROLINA, a South Carolina municipality (the “**City**”) and U.S. BANK NATIONAL ASSOCIATION, a national banking corporation and duly authorized to accept and execute trusts of the character hereinafter set forth, with a corporate trust office located in Columbia, South Carolina (the “**Trustee**”), under the terms and provisions of the Amended and Restated Indenture of Trust dated as of July 15, 2004, by and between the City and the Trustee, as amended (the “**Amended and Restated Trust Indenture**”).

WHEREAS, in accordance with the provisions of Title 6, Chapter 17 of the Code of Laws of South Carolina, 1976, as amended, which is also known as “The Revenue Bond Refinancing Act of 1937”, the City of Cayce, South Carolina (the “**City**”) by action of its City Council, its governing body (the “**City Council**”), heretofore issued its: (i) \$1,650,000 original principal amount Water and Sewer System Revenue Bond, Series 2002 (South Carolina Water Pollution Control Revolving Fund Loan Number 1-084-02-315-10) (the “**Series 2002 Bond**”); (ii) \$8,780,000 original principal amount Water and Sewer System Refunding and Improvement Revenue Bonds, Series 2004 (the “**Series 2004 Bonds**”); (iii) \$18,795,000 original principal amount Water and Sewer System Refunding and Improvement Revenue Bonds, Series 2007A (the “**Series 2007A Bonds**”); and (iv) not exceeding \$33,733,234, plus capitalized interest, if any, Water and Sewer System Improvement Revenue Bond, Series 2009 (South Carolina Water Pollution Control Revolving Fund Loan Number X1-128-09-315-1) (the “**Series 2009 Bond**” and collectively with the Series 2002 Bond, the Series 2004 Bonds and the Series 2007A Bonds, the “**Bonds**”); and

WHEREAS, the Bonds are governed by the provisions of the Amended and Restated Indenture of Trust, as amended by that certain Supplemental Trust Indenture of 2008-1 dated as of August 13, 2008, by and between the City and the Trustee (the “**2008-1 Supplemental Indenture**”); and

WHEREAS, as set forth in the Ordinance of the City Council which authorized the execution of this 2012–1 Supplemental Indenture, the City Council has determined to amend the Amended and Restated Trust Indenture in order to provide for and give effect to the SRF Document Amendments and the SRF Reserve Fund Releases (each as defined in the Ordinance).

NOW THEREFORE, the City and the Trustee agree to amend the Amended and Restated Trust Indenture in accordance with the following provisions:

ARTICLE I - AUTHORITY

Section 1.1 Authority for the 2012-1 Supplemental Indenture.

This 2012-1 Supplemental Indenture has been duly authorized pursuant to an Ordinance of the City Council, which was enacted on December __, 2012.

ARTICLE II - PURPOSE AND DEFINITIONS

Section 2.1 Purpose.

It is the purpose of this 2012-1 Supplemental Indenture to amend, modify, change and add certain provisions of the Amended and Restated Trust Indenture in order to provide for and give effect to the SRF Document Amendments and the SRF Reserve Fund Releases.

Section 2.2 Definitions.

All capitalized terms used, but not defined herein, shall have the meaning ascribed thereto in the Amended and Restated Trust Indenture.

ARTICLE III - AMENDMENTS

Section 3.1 Amendment to Article I, Section 1.1.

Pursuant to the terms and provisions of Section 9.2 of the Amended and Restated Trust Indenture, the original definition of "Series Reserve Requirement" set forth in Section 1.1 of the Amended and Restated Trust Indenture is hereby deleted in its entirety and replaced with the following:

"Series Reserve Requirement" shall mean, with respect to a Series of Bonds and as of the date of its calculation, the least of (a) (i) Maximum Debt Service Requirement on such Series of Bonds for the current and any subsequent Fiscal Years, (ii) 10% of the proceeds (excluding accrued interest) of such Series of Bonds at the time of their issuance, (iii) 125% of the average annual Debt Service Requirement for such Series of Bonds for the current and all subsequent Fiscal Years, or (iv) the maximum amount permitted by the Code to be funded with proceeds of such Series of Bonds and to be invested without restriction as to yield, or (b) such lesser amount as shall be agreed to by the City and the Holders of such Series of Bonds (either in a Supplemental Indenture or otherwise), subject at all times to any conditions imposed by such Holders. The Series Reserve Requirement, if any, for Balloon Indebtedness and Variable Rate Bonds shall be

computed in the same manner as that utilized for determining Debt Service Requirement, except, with respect to Variable Rate Bonds, such computations shall be based on the initial rate of interest set therefor.

Section 3.2 Amendment to Article III, Section 3.4(c).

Pursuant to the terms and provisions of Section 9.2 of the Amended and Restated Trust Indenture, the original provisions of Section 3.4(c) of the Amended and Restated Trust Indenture are hereby amended and, shall be restated in their entirety, as follows:

(c) (i) *Satisfaction of Series Reserve Requirement.* If required pursuant to Section 6.6 hereof and the Supplemental Indenture authorizing a Series of Bonds, there shall be a Debt Service Reserve Fund established for such Series of Bonds, and there shall be on deposit in the Debt Service Reserve Fund established for such Series of Bonds cash and securities or a Reserve Fund Credit Facility, or any combination thereof, as provided in Section 6.6 hereof (inclusive of any proceeds of such Bonds to be deposited in a Debt Service Reserve Fund) having an aggregate value not less than the applicable Series Reserve Requirement; and

(ii) As to each Debt Service Reserve Fund previously established, there shall be on deposit therein cash and securities or a Reserve Fund Credit Facility, or any combination thereof, as provided in Section 6.6 hereof having an aggregate value not less than the applicable Series Reserve Requirement.

Section 3.3 Amendment to Article VI, Section 6.6.

Pursuant to the terms and provisions of Section 9.2 of the Amended and Restated Trust Indenture, the original provisions of Section 6.6 of the Amended and Restated Trust Indenture (as subsequently amended by the 2008-1 Supplemental Indenture) are hereby amended and, shall be replaced in their entirety, as follows:

SECTION 6.6. *Debt Service Reserve Funds.*

(a) Each Supplemental Indenture authorizing a Series of Bonds may establish, pursuant thereto and pursuant to this Indenture, a special fund of the City to be designated as “City of Cayce, Water and Sewer System, Debt Service Reserve Fund” with appropriate Series designation appended (each a “Debt Service Reserve Fund”). The Debt Service Reserve Funds shall be kept on deposit with the Trustee, and withdrawals therefrom shall be made for the purposes provided in this Indenture.

(b) Except as otherwise provided herein with respect to moneys in excess of the applicable Series Reserve Requirement, moneys in a Debt Service Reserve Fund shall be used for the following purposes, and for no other:

(i) To prevent an Event of Default in the payment of the principal of, premium, if any, or interest on the Series of Bonds for which such Debt Service Reserve Fund was established, by reason of the fact that moneys in the Debt Service Reserve Fund are insufficient for such for the timely payment thereof;

(ii) To pay the principal of, premium, if any, and interest on the Series of Bonds for which such Debt Service Reserve Fund was established in the event that all Outstanding Bonds are redeemed as a whole;

(iii) To effect partial redemption of the Series of Bonds for which such Debt Service Reserve Fund was established, provided that such redemption is undertaken in accordance with the provisions of this Indenture permitting a partial redemption of Bonds and the balance remaining in such Debt Service Reserve Fund following such partial redemption shall not be less than the applicable Series Reserve Requirement; or

(iv) To effect the retirement of the Series of Bonds for which such Debt Service Reserve Fund was established through purchase under the conditions herein prescribed.

(c) The Value of the cash and securities in each Debt Service Reserve Fund shall be calculated as of each applicable Bond Payment Date within 45 days after such date or as of any other date, as directed by the City with the written consent of the Holders of the Series of Bonds for which such Debt Service Reserve Fund was established. If the Value of the cash and securities in a Debt Service Reserve Fund shall exceed the applicable Series Reserve Requirement, such excess may be used at the direction of the City (i) to effect the partial redemption of Bonds of the Series for which such Debt Service Reserve Fund was established then subject to redemption; (ii) to purchase Bonds of the Series for which such Debt Service Reserve Fund was established at a price not exceeding the then applicable redemption price thereof, or, if such Bonds are not then subject to redemption, the initial redemption price thereof; or (iii) to be transferred to the Project Fund applicable to such Series of Bonds if the payment of any Project Costs has not been completed and, if the payment of Project Costs has been completed or if a Project Fund does not exist, to the Revenue Fund. Purchases of Bonds shall be effected by the City through the Trustee in accordance with Section 5.7 hereof, and whenever Bonds shall have been purchased pursuant to this authorization, it shall be the duty of the Trustee to cancel and destroy such Bonds and to deliver certificates evidencing such act to the City. Bonds purchased under this provision may be used as a credit against amounts required to be deposited in the Bond Redemption Account as provided in Section 6.5(e) hereof.

(d) In lieu of the deposit of moneys into a Debt Service Reserve Fund, the City may provide a Reserve Fund Credit Facility in an amount, which together with moneys

on deposit in such Debt Service Reserve Fund equals the applicable Series Reserve Requirement:

(i) Any Reserve Fund Credit Facility shall be payable (upon the giving of notice as required thereunder) on any date on which moneys will be required to be withdrawn from the Debt Service Reserve Fund to which such Reserve Fund Credit Facility has been credited and applied to the payment of the principal of, premium, if any, or interest on any Bonds of a Series secured by such Reserve Fund Credit Facility and such payments cannot be made by amounts credited to the Debt Service Fund.

(ii) The provider of any Reserve Fund Credit Facility shall be either (i) an insurer whose municipal bond insurance policies insuring the payment, when due, of the principal of, premium, if any, and interest on municipal bond issues result in such issues being rated in the highest rating category by Moody's or Standard & Poor's, or their successors or (ii) a bank or trust company which is rated not lower than the second highest rating agency by Moody's or Standard & Poor's, or their successors.

(iii) Any Reserve Fund Credit Facility other than a letter of credit must extend for the life of the Series of Bonds secured thereby and must be unconditional and irrevocable. Any Reserve Fund Credit Facility which is a letter of credit must provide for notice and the right to draw on such letter of credit for deposit to the Debt Service Reserve Fund secured thereby prior to the termination thereof.

(iv) I. If a disbursement is made pursuant to a Reserve Fund Credit Facility provided pursuant to this Section 6.6(d), the City shall be obligated either to reinstate the maximum limits of such Reserve Fund Credit Facility or to deposit into the applicable Debt Service Reserve Fund moneys in the amount of the disbursement made under such Reserve Fund Credit Facility or a combination of such alternatives, as shall provide that the amount credited equals the applicable Series Reserve Requirement not later than 12 months from the date of such disbursement in accordance with Section 6.6(e) hereof.

II. In the event the City satisfies the applicable Series Reserve Requirement by causing to be credited to such Debt Service Reserve Fund a Reserve Fund Credit Facility (the "Original Funding Instrument") that subsequently ceases to meet the rating requirement specified in subparagraph (ii) of this Section 6.6(d), and in order to satisfy the applicable Series Reserve Requirement, the City acquires an additional surety bond or letter of credit (the "Additional Funding Instrument"), draws on the Original Funding Instrument and the Additional Funding Instrument shall be made on a pro-rata basis to fund any insufficiency in the Debt Service Fund. In similar fashion, in any month in which the City is required to make

reimbursements in connection with more than one Reserve Fund Credit Facility within the same Debt Service Reserve Fund, such payments shall be made by the City on a pro-rata basis and in amounts sufficient to restore each affected Reserve Fund Credit Facility to its maximum limits not later than 12 months from the respective dates of such disbursements.

(v) The Trustee shall receive such opinions, including legal opinions, certificates and other documentation, as the Trustee shall request, prior to the acceptance of any Reserve Fund Credit Facility by the Trustee.

(vi) If the issuer of a Reserve Fund Credit Facility on deposit in a Debt Service Reserve Fund shall cease to meet the rating requirement therefor, the City shall use reasonable efforts to purchase an additional Reserve Fund Credit Facility meeting the requirements of paragraph (ii) of this Section 6.6(d) or shall deposit Net Revenues in the applicable Debt Service Reserve Fund in lieu of purchasing an additional Reserve Fund Credit Facility.

(vii) If the City provides a Reserve Fund Credit Facility after the deposit of moneys to a Debt Service Reserve Fund, any amounts in such Debt Service Reserve Fund in excess of the applicable Series Reserve Requirement shall be transferred to the applicable Project Fund, or if one does not exist, to the Revenue Fund; provided that in making such disposition, the Trustee shall be entitled to receive an opinion from Bond Counsel to the effect that such disposition will not jeopardize the Federal income tax status of interest paid or payable on any Bonds issued hereunder.

(e) Whenever the aggregate value of cash and securities in a Debt Service Reserve Fund shall be less than the applicable Series Reserve Requirement, there shall be deposited in that Debt Service Reserve Fund that amount which, together with equal, successive, monthly deposits in the same amount, will restore the value of cash and securities in that Debt Service Reserve Fund to the applicable Series Reserve Requirement during the succeeding 12 months. In any month in which the City is required to replenish more than one Debt Service Reserve Fund in accordance with the foregoing sentence, such payments shall be made on a pro-rata basis and in amounts sufficient to restore each affected Debt Service Reserve Fund to its applicable Series Reserve Requirement, in each case not later than 12 months from the dates of the respective deficiencies.

(f) Investment Securities in a Debt Service Reserve Fund shall mature within eight years of the date of investment thereof or be subject to redemption or mandatory repurchase by the issuer of such Investment Security at not less than the greater of par or the Value of such Investment Security at any time upon demand by the Trustee. A Supplemental Indenture authorizing a Series of Bonds may provide for a lesser maximum maturity of such securities with respect to the Debt Service Reserve Fund established in connection therewith.

ARTICLE IV - MISCELLANEOUS

Section 4.1 Severability.

If any one or more of the covenants or agreements provided in this 2012-1 Supplemental Indenture on the part of the City or the Trustee to be performed should be contrary to applicable law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this 2012-1 Supplemental Indenture.

Section 4.2 Applicable Law.

This 2012-1 Supplemental Indenture shall be governed by the applicable laws of the State of South Carolina.

[Remainder of Page Intentionally Left Blank; Signature page to follow]

IN WITNESS WHEREOF, the City of Cayce, South Carolina has caused this 2012-1 Supplemental Indenture to be executed and delivered and in token of its acceptance of the trusts created hereunder, U.S. Bank National Association, formerly Wachovia Bank, National Association, as trustee, has caused this 2012-1 Supplemental Indenture to be executed and delivered for it in its name all dated as of this day before mentioned.

CITY OF CAYCE, SOUTH CAROLINA

Mayor

(SEAL)

City Manager

**U.S. BANK NATIONAL ASSOCIATION,
formerly known as WACHOVIA BANK,
NATIONAL ASSOCIATION**

Authorized Officer

**CONSENT OF
SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY**

The undersigned hereby certifies that she is authorized to execute and deliver this Consent on behalf of the South Carolina Water Quality Revolving Fund Authority (“**SRF**”), as Holder of (i) the \$1,650,000 original principal amount Water and Sewer System Revenue Bonds, Series 2002 of the City of Cayce, South Carolina (South Carolina Water Pollution Control Revolving Fund Loan Number 1-084-02-315-10), and (ii) the not exceeding \$33,733,234, plus capitalized interest, if any, Water and Sewer System Improvement Revenue Bond, Series 2009 of the City of Cayce, South Carolina (South Carolina Water Pollution Control Revolving Fund Loan Number X1-128-09-315-1). SRF hereby consents to the execution and delivery of the Supplemental Trust Indenture of 2012-1 dated as of December ____, 2012.

By granting this Consent, SRF expresses no opinion as to whether the consent of any other person is required for such amendment.

**SOUTH CAROLINA WATER QUALITY
REVOLVING FUND AUTHORITY**

By: _____
Ashlie Lancaster, Interim Director
Office of Local Government
South Carolina Budget and Control Board

Dated: December ____, 2012

CONSENT OF SYNCORA GUARANTEE INC.

The undersigned hereby certifies that he is authorized to execute and deliver this Consent on behalf of Syncora Guarantee Inc. ("**SGI**"), as issuer of a municipal bond insurance policy for (i) the \$8,780,000 original principal amount Water and Sewer System Refunding and Improvement Revenue Bonds, Series 2004 of the City of Cayce, South Carolina, and (ii) the \$18,795,000 original principal amount Water and Sewer System Refunding and Improvement Revenue Bonds, Series 2007A of the City of Cayce, South Carolina. SGI hereby consents to the execution and delivery of the Supplemental Trust Indenture of 2012-1 dated as of December ___, 2012.

By granting this Consent, SGI expresses no opinion as to whether the consent of any other person is required for such amendment.

SYNCORA GUARANTEE INC.

By: _____
Its: _____

Dated: December ___, 2012

Memorandum

To: Mayor and Council

From: Rebecca V. Rhodes, City Manager

Date: January 3, 2013

Subject: Approval of Ordinance Providing for the Fourth Amendment to the Agreement between the City of Cayce and the South Carolina Water Quality Revolving Loan Fund Authority for Loan No.1-084-02-315-10, dated September 11, 2002 and, Approval of the Fifth Amendment to the Agreement between the City of Cayce and the South Carolina Water Quality Revolving Loan Fund Authority for Loan No.X1-128-09-315-11, dated September 6, 2009

Issue

Approval is needed to amend the above-mentioned agreements with the South Carolina Water Quality Revolving Loan Fund Authority

Background/Discussion

Because of the City's A+ Bond Rating, the Budget and Control Board will allow us to reduce our Utility Debt Reserve Funds for our existing bonded indebtedness by half. These excess debt reserve funds may then be utilized to complete the wastewater treatment plant project, for debt service or be placed in the gross revenue fund. The above-mentioned agreements with the South Carolina Water Quality Revolving Loan Fund Authority must be amended to take advantage of this opportunity.

Recommendation:

Staff recommends approval of Second Reading of the Ordinance providing for these amendments.

<p>STATE OF SOUTH CAROLINA) COUNTY OF LEXINGTON) CITY OF CAYCE)</p>	<p>ORDINANCE Providing for and Approving Amendments to Loan Agreements, both between the City of Cayce, South Carolina and the South Carolina Water Quality Revolving Fund Authority, dated September 11, 2002 and September 16, 2009, respectively; and Other Matters Relating Thereto.</p>
----------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

WHEREAS, in accordance with the provisions of Title 6, Chapter 17 of the Code of Laws of South Carolina, 1976, as amended, which is also known as “The Revenue Bond Refinancing Act of 1937” (the “*Act*”) the City of Cayce, South Carolina (the “*City*”) by action of its City Council, its governing body (the “*City Council*”), heretofore issued its (i) \$16,000,000 original principal amount Water and Sewer System Revenue Bonds, Series 1998; (ii) \$1,650,000 original principal amount Water and Sewer System Revenue Bond, Series 2002 (the “*Series 2002 Bond*”); (iii) \$8,780,000 original principal amount Water and Sewer System Refunding and Improvement Revenue Bonds, Series 2004; (iv) \$18,795,000 original principal amount Water and Sewer System Refunding and Improvement Revenue Bonds, Series 2007A; and (v) not exceeding \$33,733,234, Plus Capitalized Interest, if any, Water and Sewer System Improvement Revenue Bond, Series 2009 (South Carolina Water Pollution Control Revolving Fund Loan Number X1-128-09-315-1) (the “*Series 2009 Bond*”);

WHEREAS, the Series 2002 Bond and the Series 2009 Bond (collectively, the “*SRF Bonds*”) are each held by the South Carolina Water Quality Revolving Fund Authority (the “*Authority*”). In connection with the issuance of (i) the Series 2002 Bond, the City and the Authority entered into a Loan Agreement dated September 11, 2002 (Loan Number: 1-084-02-315-10) (the “*2002 Loan Agreement*”), and (ii) the Series 2009 Bond, the City and the Authority entered into a Loan Agreement dated September 16, 2009 (Loan Number: X1-128-09-315-11) (the “*2009 Loan Agreement*”, and together with the 2002 Loan Agreement, the “*Loan Agreements*”);

WHEREAS, pursuant to the terms of “FY 2012 AMENDMENT TO ALL PRIOR SRF LOAN POLICIES,” dated October 3, 2011 (the “*Revised Policy Statement*”), the Authority released certain loan policy amendments which effected a modification to certain provisions of all prior major loan policies for both the Authority’s Clean Water State Revolving Fund and Drinking Water State Revolving Fund programs (collectively, the “*SRF Policy Changes*”). The SRF Policy Changes included, among other things, (1) provisions for effecting modifications to the interest rate(s) on prior loans, (2) modification of requirements related to the Authority’s policies regarding an issuer establishing and maintaining a debt service reserve fund with respect to a particular loan or bond issue, subject to the issuer maintaining a minimum credit rating, and (3) provisions for the release to such issuer of certain debt service reserve moneys held on behalf

of the Authority as security for prior loans, subject to the issuer maintaining a minimum credit rating;

WHEREAS, the City and the Authority have separately agreed to modify the documents between the City and the Authority relating to the maintenance of a debt service reserve fund with respect to each of the SRF Bonds, including the modification to the Loan Agreements, subject to the City maintaining a minimum credit rating (collectively, the “*SRF Document Amendments*”), and provide for the release to the City of certain debt service reserve moneys held on behalf of the Authority as security for the SRF Bonds, subject to the City maintaining a minimum credit rating (collectively, the “*SRF Reserve Fund Releases*”);

WHEREAS, the City Council has determined that in order to provide for and give effect to the SRF Document Amendments and the SRF Reserve Fund Releases, the City Council must amend certain provisions of the Loan Agreements;

WHEREAS, the City Council has determined to enter into (i) a Fourth Amendment to the Loan Agreement, the form of which is attached hereto as *Exhibit A* (the “*2002 Loan Agreement Amendment*”), as a means of amending and modifying the 2002 Loan Agreement, and (ii) a Fifth Amendment to the Loan Agreement, the form of which is attached hereto as *Exhibit B* (the “*2009 Loan Agreement Amendment*”), and together with the 2002 Loan Agreement Amendment, the “*Loan Agreement Amendments*”), as a means of amending and modifying the 2009 Loan Agreement; and

WHEREAS, the City Council intends through this Ordinance to authorize the Loan Agreement Amendments and to authorize the execution of the same by the Mayor of the City (the “*Mayor*”) and the attestation thereto by the Municipal Clerk of the City (the “*Municipal Clerk*”); and

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

Section 1. *The Loan Agreement Amendments.*

The City Council does hereby approve the Loan Agreement Amendments and acknowledges that the Loan Agreement Amendments shall become effective upon the due execution of such amendments by the Authority and the City. The 2002 Loan Agreement Amendment shall be in substantially the form attached hereto as *Exhibit A*, with such changes as shall be determined and approved by the Mayor and the City Manager of the City (the “*City Manager*”) (the execution to be conclusive evidence of such approval), the execution and delivery of which is hereby authorized and directed. The 2009 Loan Agreement Amendment shall be in substantially the form attached hereto as *Exhibit B*, with such changes as shall be determined and approved by the Mayor and the City Manager (the execution to be conclusive evidence of such approval), the execution and delivery of which is hereby authorized and

directed. Each of the Loan Agreement Amendments shall be executed on behalf of the City by the Mayor and attested to by the Municipal Clerk.

Section 2. Severability.

The provisions of this Ordinance are severable, and if any one or more of the provisions, sentences, clauses, sections, or parts hereof shall be held or deemed to be or shall in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because of conflict with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever. It is hereby declared that this Ordinance would have been enacted if such inoperative or unenforceable or invalid provisions, sentences, clauses or sections or parts (i) shall be deemed severable form the remaining covenants and agreements and portions thereof provided in this Ordinance, and (ii) shall in no way affect the validity of the other provisions of this Ordinance.

This Ordinance shall take effect on the date of second reading approval by Council.

DONE IN MEETING DULY ASSEMBLED, this __ day of _____, 2013.

Elise Partin, Mayor

ATTEST:

Mendy C. Corder, Municipal Clerk

First reading: _____

Second reading and adoption: _____

Approved as to form: _____

Danny C. Crowe, City Attorney

EXHIBIT A

Form of 2002 Loan Agreement Amendment

FOURTH AMENDMENT TO THE LOAN AGREEMENT

between

CITY OF CAYCE, SOUTH CAROLINA

and

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

Dated: December __, 2012

relating to

Loan Agreement dated September 11, 2002 (Loan Number: 1-084-02-315-10)

FOURTH AMENDMENT TO THE LOAN AGREEMENT

This FOURTH AMENDMENT TO THE LOAN AGREEMENT (this "*Agreement*"), dated as of December __, 2012, is entered into by and between the City of Cayce, South Carolina (the "*Project Sponsor*") and the South Carolina Water Quality Revolving Fund Authority (the "*Authority*");

WITNESSETH:

WHEREAS, the Authority is authorized by Title 48, Chapter 5, Code of Laws of South Carolina, 1976, as amended (the "*Act*") to administer the South Carolina Drinking Water Revolving Fund (the "*Fund*") for the purpose of assisting Project Sponsors (as defined in the Act) in the construction of, among other things, public drinking water supply, storage treatment and distribution facilities as defined in the Federal Safe Drinking Water Act, Title 42, United States Code, Section 300(f) *et seq.*; and

WHEREAS, pursuant to the authorizations contained in the Act, the Project Sponsor and the Authority have entered into a Loan Agreement (as amended, the "*Loan Agreement*") relating to loan number 1-084-02-315-10 dated September 11, 2002 (the "*Loan*") with the Authority in order to finance facilities as more fully described in the Loan Agreement; and

WHEREAS, the Authority extended the Loan to the Project Sponsor and, in connection therewith, the Project Sponsor delivered a Note (as defined in the Loan Agreement) to the Authority; and

WHEREAS, the Authority has adopted its Fiscal Year 2012 Amendment To All Prior Loan Policies (the "*Amended Loan Policies*"), which provide, among other things, for a reduction, in certain circumstances, of the debt service reserve requirements necessary to be maintained by borrowers in connection with loans made pursuant to the Act; and

WHEREAS, the City Council of the City of Cayce (the "*City Council*"), the governing body of the Project Sponsor, by the terms of an ordinance dated December __, 2012, did authorize the Project Sponsor to amend the Loan Agreement to comply with the provisions of the Amended Loan Policies; and

WHEREAS, in accordance with the Amended Loan Policies, the Project Sponsor, which currently maintains a published rating by Standard & Poor's Rating Service of "A+" on its publicly issued senior lien revenue bond obligations, desires to take advantage of its current ability to proceed under the Loan Agreement with a Reserve Requirement equal to one half of the maximum debt service requirement for the Loan, and, accordingly, the Project Sponsor and the Authority desire to cause the Loan Agreement to be amended to provide for the same, as well as to provide for the circumstances under which the Reserve Requirement may have to be subsequently funded.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Project Sponsor and the Authority agree as follows:

SECTION 1. AMENDMENTS TO LOAN AGREEMENT. The Loan Agreement is hereby amended as follows:

A. The definition of "*Indenture*" in the Loan Agreement shall be deemed to include the Amended and Restated Indenture of Trust between the Project Sponsor and Wachovia Bank, National Association, formerly known as First Union National Bank, as trustee (the "*Trustee*"), dated as of July 15, 2004 (as subsequently amended, the "*Amended and Restated Trust Indenture*") and Supplemental Trust Indenture of 2012-1 dated as of the date hereof between the Project Sponsor and the Trustee (the successor to which is U.S. Bank National Association) pursuant to which the Project Sponsor and the Trustee agreed to certain amendments to the Amended and Restated Trust Indenture.

B. The following Section 3.6 is hereby added to the Loan Agreement. All remaining Sections of Article III of the Loan Agreement shall be renumbered so as to account for the addition of such Section 3.6.

SECTION 3.6. Ratings from Rating Agencies. If the Reserve Requirement, as defined in Section 4.2.1 herein, is initially, or at any time during the term of the Loan, set at a level that is less than the maximum amount due on the Note during any full calendar year, the Project Sponsor shall submit to the Authority, no later than January 31 of each year, a copy of its latest long-term, unenhanced underlying rating, or affirmation thereof, on the System and/or any Parity Debt, as defined in Section 4.3.3 herein, from Standard & Poor's Rating Service, or its respective successors and assigns, ("*S&P*") or Moody's Investors Service, Inc., or its respective successors and assigns, ("*Moody's*"), and from each, if both S&P and Moody's issued ratings. Additionally, the Project Sponsor shall immediately notify, and submit to, the Authority any commentaries, updated outlooks, CreditWatch placements, ratings downgrades, or other actions from S&P and/or Moody's with respect to the System and/or any Parity Debt.

C. Section 4.2 of the Loan Agreement shall be amended and restated as follows:

"SECTION 4.2. Establishment and Funding of Debt Service Reserve Fund.

4.2.1. There shall be established a Series 2002 Debt Service Reserve Fund for the Loan (the "*Debt Service Reserve Fund*") to provide a reserve for payment of principal of and interest on the Note. Based on the Project Sponsor's receipt of a long-term, unenhanced underlying rating on the System and/or any Parity Debt in the "A" category from S&P or Moody's respectively, and from each, if both S&P and Moody's issued ratings, and the submission of documentation evidencing the same to the Authority, the Debt Service Reserve Fund Requirement with respect to the Note (the "*Reserve Requirement*") shall equal one-half of the maximum amount due on the Note during any full calendar year and shall remain at such level subject to provisions of Section 4.2.2 herein.

4.2.2. (a) The Project Sponsor fully complies with all requirements of Section 3.6 herein for annually submitting S&P/Moody's ratings/affirmations and for

immediately providing any other rating agency actions related to the System and/or any Parity Debt, and all such ratings are maintained at least in the "A" category.

(b) If there is no longer any current rating or if either the S&P or Moody's rating is downgraded below the "A" category, the Reserve Requirement will immediately increase to the maximum annual amount due on the Note, and the Project Sponsor shall meet the new requirement within one year through twelve (12) equal monthly deposits, beginning in the month following any such downgrade or loss of the rating for the System and/or any Parity Debt.

(c) If the Project Sponsor should receive a long-term, unenhanced underlying rating on the System and/or any Parity Debt in at least the "AA" or "Aa" category, respectively, from S&P or Moody's, and from each if both S&P and Moody's issue ratings, the Reserve Requirement may be reduced to zero with prior written approval of the Authority, subject to provisions comparable to (a) above. If either the S&P or Moody's rating is subsequently downgraded to the "A" category, the Reserve Requirement will immediately increase to the amount cited in Section 4.2.1 and the Project Sponsor shall meet the increased Reserve Requirement within six months through six (6) equal monthly deposits, beginning in the month following any such downgrade. If there is no longer any current rating or if either the S&P or Moody's rating is downgraded below the "A" category, then the Project Sponsor shall comply with the provisions of (b) above.

4.2.3. The Debt Service Reserve Fund is intended to insure the timely payment of the principal of and interest on the Note. Money in the Debt Service Reserve Fund shall be used only to prevent a default in the payment of the Note, by reason of the fact that money in the Debt Service Fund is insufficient for such purposes.

4.2.4. The Project Sponsor shall deposit, or cause to be deposited, in the Debt Service Reserve Fund, if required to be funded pursuant to provisions of this Section 4.2, funds in an amount, or investments permitted by Section 4.4.3 having a value equal to the Reserve Requirement. In the event that the Reserve Requirement shall increase due to an increase in the Loan Amount pursuant to Section 1.4.2(c) herein, the Project Sponsor shall immediately deposit, or cause to be deposited, in the Debt Service Reserve Fund funds in an amount equal to such increase in the Reserve Requirement.

D. Section 4.3.4 of the Loan Agreement shall be amended and restated as follows:

4.3.4. (a) In the event any amounts shall be withdrawn from the Debt Service Reserve Fund in order to provide for payment of any amounts due with respect to the Note, there shall be deposited in the Debt Service Reserve Fund not less than one-twelfth (1/12) of the amount of any such withdrawal and such deposits with respect to any such withdrawal shall begin in the month following such a withdrawal and shall continue in each month thereafter until the amount on deposit in the Debt Service Reserve Fund shall equal at least the Reserve Requirement.

(b) In the event the Reserve Requirement for the Debt Service Reserve Fund is increased pursuant to any provision of Section 4.2.2 herein, there shall be deposited in the Debt Service Reserve Fund not less than the monthly amount prescribed in Section 4.2.2 according to the circumstances applicable to the increased Reserve Requirement, and such deposits shall begin as required by Section 4.2.2 and shall continue in each month thereafter until the amount on deposit in the Debt Service Reserve Fund shall equal such increased Reserve Requirement.

(c) If the value of the Debt Service Reserve Fund is determined to be less than the Reserve Requirement, other than as provided in (a) or (b) above, or as provided in Section 4.2.4 herein with respect to any increase in the Loan Amount, there shall be deposited in the Debt Service Reserve Fund not less than one-twelfth (1/12) of an amount equal to the total Reserve Requirement deficiency, beginning in the month following such a determination. Such deposits shall continue to be made until the amount on deposit in the Debt Service Reserve Fund shall equal at least the Reserve Requirement.

(d) The obligation of the Project Sponsor under this Section 4.3.4 to make payments into the Debt Service Reserve Fund shall be on a parity with its obligations with respect to any other Debt Service Reserve Funds under Section 6.6 of the Indenture.

(e) Nothing in Sections 4.3.4 (a), (b) or (c) above shall preclude the Project Sponsor from fully re-establishing the Reserve Requirement in a more timely fashion than so prescribed.

E. All other terms and provisions of the Loan Agreement shall remain in full force and effect.

SECTION 2. RELEASE OF FUNDS. In accordance with the Amended Loan Policies and the aforesaid amendments in (A) through (D) above, and based on the senior lien revenue bond rating currently enjoyed by the Project Sponsor as recited above, the Authority will, promptly after the effective date of this Agreement, direct U.S. Bank National Association, as custodian/trustee of the existing Debt Service Reserve Fund established pursuant to the Loan Agreement, to return all funds in excess of one-half of annual debt service on the Note on deposit therein in accordance with the Indenture.

SECTION 3. EFFECTIVE DATE OF THIS AGREEMENT. This Agreement shall be effective as of the date first above written.

SECTION 4. COUNTERPARTS. This Agreement will be executed in several counterparts, all or any of which shall be regarded for all purposes as duplicate originals and shall constitute and be but one and the same instrument.

SECTION 5. GOVERNING LAW. This Agreement shall be construed under the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to the Loan Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF CAYCE, SOUTH CAROLINA

(SEAL)

By: _____
Elise Partin, Mayor

Attest:

By: _____
Tammy P. Barkley, CMC, Municipal Clerk

**SOUTH CAROLINA WATER QUALITY
REVOLVING FUND AUTHORITY**

By: _____
Ashlie Lancaster, Interim Director,
Office of Local Government,
South Carolina Budget and Control Board

EXHIBIT B

Form of 2009 Loan Agreement Amendment

FIFTH AMENDMENT TO THE LOAN AGREEMENT

between

CITY OF CAYCE, SOUTH CAROLINA

and

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

Dated: December __, 2012

relating to

Loan Agreement dated September 16, 2009
(Loan Number: X1-128-09-315-11)

FIFTH AMENDMENT TO THE LOAN AGREEMENT

This FIFTH AMENDMENT TO THE LOAN AGREEMENT (this "*Agreement*"), dated as of December __, 2012, is entered into by and between the City of Cayce, South Carolina (the "*Project Sponsor*") and the South Carolina Water Quality Revolving Fund Authority (the "*Authority*").

WITNESSETH:

WHEREAS, the Authority is authorized by Title 48, Chapter 5, Code of Laws of South Carolina, 1976, as amended (the "*Act*") to administer the South Carolina Drinking Water Revolving Fund (the "*Fund*") for the purpose of assisting Project Sponsors (as defined in the Act) in the construction of, among other things, public drinking water supply, storage treatment and distribution facilities as defined in the Federal Safe Drinking Water Act, Title 42, United States Code, Section 300(f) *et seq.*; and

WHEREAS, pursuant to the authorizations contained in the Act, the Project Sponsor and the Authority have entered into a Loan Agreement (as amended, the "*Loan Agreement*") relating to loan number X1-128-09-315-11 dated September 16, 2009 (the "*Loan*") with the Authority in order to finance facilities as more fully described in the Loan Agreement; and

WHEREAS, the Authority extended the Loan to the Project Sponsor and, in connection therewith, the Project Sponsor delivered a Note (as defined in the Loan Agreement) to the Authority; and

WHEREAS, the Authority has adopted its Fiscal Year 2012 Amendment To All Prior Loan Policies (the "*Amended Loan Policies*"), which provide, among other things, for a reduction, in certain circumstances, of the debt service reserve requirements necessary to be maintained by borrowers in connection with loans made pursuant to the Act; and

WHEREAS, the City Council of the City of Cayce (the "*City Council*"), the governing body of the Project Sponsor, by the terms of an ordinance dated December __, 2012, did authorize the Project Sponsor to amend the Loan Agreement to comply with the provisions of the Amended Loan Policies; and

WHEREAS, in accordance with the Amended Loan Policies, the Project Sponsor, which currently maintains a published rating by Standard & Poor's Rating Service of "A+" on its publicly issued senior lien revenue bond obligations, desires to take advantage of its current ability to proceed under the Loan Agreement with a Reserve Requirement equal to one half of the maximum debt service requirement for the Loan, and, accordingly, the Project Sponsor and the Authority desire to cause the Loan Agreement to be amended to provide for the same, as well as to provide for the circumstances under which the Reserve Requirement may have to be subsequently funded.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Project Sponsor and the Authority agree as follows:

SECTION 1. AMENDMENTS TO LOAN AGREEMENT. The Loan Agreement is hereby amended as follows:

A. The definition of "*Indenture*" in the Loan Agreement shall be deemed to include Supplemental Trust Indenture of 2012-1 dated as of the date hereof between the Project Sponsor and U.S. Bank National Association, as Trustee, pursuant to which the Project Sponsor and the Trustee agreed to certain amendments to the Amended and Restated Indenture of Trust between the Project Sponsor and U.S. Bank National Association, dated as of July 15, 2004.

B. The following Section 3.6 is hereby added to the Loan Agreement. All remaining Sections of Article III of the Loan Agreement shall be renumbered so as to account for the addition of such Section 3.6.

SECTION 3.6. Ratings from Rating Agencies. If the Reserve Requirement, as defined in Section 4.2.1 herein, is initially, or at any time during the term of the Loan, set at a level that is less than the maximum amount due on the Note during any full calendar year, the Project Sponsor shall submit to the Authority, no later than January 31 of each year, a copy of its latest long-term, unenhanced underlying rating, or affirmation thereof, on the System and/or any Parity Debt, as defined in Section 4.3.2 herein, from Standard & Poor's Rating Service, or its respective successors and assigns ("*S&P*"), or Moody's Investors Service, Inc., or its respective successors and assigns ("*Moody's*"), and from each, if both S&P and Moody's issued ratings. Additionally, the Project Sponsor shall immediately notify, and submit to, the Authority any commentaries, updated outlooks, CreditWatch placements, ratings downgrades, or other actions from S&P and/or Moody's with respect to the System and/or any Parity Debt.

C. Section 4.2 of the Loan Agreement shall be amended and restated as follows:

SECTION 4.2. Establishment and Funding of Debt Service Reserve Fund.

4.2.1. There shall be established a Series 2009 Debt Service Reserve Fund for the Loan (the "*Debt Service Reserve Fund*") to provide a reserve for the payment of principal of and interest on the Note. Based on the Project Sponsor's receipt of a long-term, unenhanced underlying rating on the System and/or any Parity Debt in the "A" category from S&P or Moody's respectively, and from each, if both S&P and Moody's issued ratings, and the submission of documentation evidencing the same to the Authority, the Debt Service Reserve Fund Requirement with respect to the Note (the "*Reserve Requirement*") shall equal one-half of the maximum amount due on the Note during any full calendar year and shall remain at such level subject to provisions of Section 4.2.2 herein.

4.2.2. (a) The Project Sponsor fully complies with all requirements of Section 3.6 herein for annually submitting S&P/Moody's ratings/affirmations and for immediately providing any other rating agency actions related to the System and/or any Parity Debt, and all such ratings are maintained at least in the "A" category.

(b) If there is no longer any current rating or if either the S&P or Moody's rating is downgraded below the "A" category, the Reserve Requirement will immediately increase to the maximum annual amount due on the Note, and the Project Sponsor shall meet the new requirement within one year through twelve (12) equal monthly deposits, beginning in the month following any such downgrade or loss of the rating for the System and/or any Parity Debt.

(c) If the Project Sponsor should receive a long-term, unenhanced underlying rating on the System and/or any Parity Debt in at least the "AA" or "Aa" category, respectively, from S&P or Moody's, and from each if both S&P and Moody's issue ratings, the Reserve Requirement may be reduced to zero with prior written approval of the Authority, subject to provisions comparable to (a) above. If either the S&P or Moody's rating is subsequently downgraded to the "A" category, the Reserve Requirement will immediately increase to the amount cited in Section 4.2.1 and the Project Sponsor shall meet the increased Reserve Requirement within six months through six (6) equal monthly deposits, beginning in the month following any such downgrade. If there is no longer any current rating or if either the S&P or Moody's rating is downgraded below the "A" category, then the Project Sponsor shall comply with the provisions of (b) above

4.2.3. The Debt Service Reserve Fund is intended to insure the timely payment of the principal of and interest on the Note. Money in the Debt Service Reserve Fund shall be used only to prevent a default in the payment of the Note, by reason of the fact that money in the 2009 Note Accounts is insufficient for such purposes.

4.2.4. The Project Sponsor shall deposit, or cause to be deposited, in the Debt Service Reserve Fund, if required to be funded pursuant to provisions of this Section 4.2, funds in an amount, or investments permitted by Section 4.4.3 having a value equal to the Reserve Requirement. In the event that the Reserve Requirement shall increase due to an increase in the Loan Amount pursuant to Section 1.4.2(c) herein, the Project Sponsor shall immediately deposit, or cause to be deposited, in the Debt Service Reserve Fund funds in an amount equal to such increase in the Reserve Requirement.

D. Section 4.3.3 of the Loan Agreement shall be amended and restated as follows:

4.3.3. (a) In the event any amounts shall be withdrawn from the Debt Service Reserve Fund in order to provide for payment of any amounts due with respect to the Note, there shall be deposited in the Debt Service Reserve Fund not less than one-twelfth (1/12) of the amount of any such withdrawal and such deposits with respect to any such withdrawal shall begin in the month following such a withdrawal and shall continue in each month thereafter until the amount on deposit in the Debt Service Reserve Fund shall equal at least the Reserve Requirement.

(b) In the event the Reserve Requirement for the Debt Service Reserve Fund is increased pursuant to any provision of Section 4.2.2 herein, there shall be deposited in the Debt Service Reserve Fund not less than the monthly amount

prescribed in Section 4.2.2 according to the circumstances applicable to the increased Reserve Requirement, and such deposits shall begin as required by Section 4.2.2 and shall continue in each month thereafter until the amount on deposit in the Debt Service Reserve Fund shall equal such increased Reserve Requirement.

(c) If the value of the Debt Service Reserve Fund is determined to be less than the Reserve Requirement, other than as provided in (a) or (b) above, or as provided in Section 4.2.4 herein with respect to any increase in the Loan Amount, there shall be deposited in the Debt Service Reserve Fund not less than one-twelfth(1/12) of an amount equal to the total Reserve Requirement deficiency, beginning in the month following such a determination. Such deposits shall continue to be made until the amount on deposit in the Debt Service Reserve Fund shall equal at least the Reserve Requirement.

(d) The obligation of the Project Sponsor under this Section 4.3.3 to make payments into the Debt Service Reserve Fund shall be on a parity with its obligations with respect to any other Debt Service Reserve Funds under Section 6.6 of the Indenture.

(e) Nothing in Sections 4.3.3 (a), (b) or (c) above shall preclude the Project Sponsor from fully re-establishing the Reserve Requirement in a more timely fashion than so prescribed.

E. All other terms and provisions of the Loan Agreement shall remain in full force and effect.

SECTION 2. RELEASE OF FUNDS. In accordance with the Amended Loan Policies and the aforesaid amendments in (A) through (D) above, and based on the senior lien revenue bond rating currently enjoyed by the Project Sponsor as recited above, the Authority will, promptly after the effective date of this Agreement, direct U.S. Bank National Association, as custodian/trustee of the existing Debt Service Reserve Fund established pursuant to the Loan Agreement, to return all funds in excess of one-half of annual debt service on the Note on deposit therein in accordance with the Indenture.

SECTION 3. EFFECTIVE DATE OF THIS AGREEMENT. This Agreement shall be effective as of the date first above written.

SECTION 4. COUNTERPARTS. This Agreement will be executed in several counterparts, all or any of which shall be regarded for all purposes as duplicate originals and shall constitute and be but one and the same instrument.

SECTION 5. GOVERNING LAW. This Agreement shall be construed under the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment to the Loan Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF CAYCE, SOUTH CAROLINA

(SEAL)

By: _____
Mayor

Attest:

By: _____
Municipal Clerk

**SOUTH CAROLINA WATER QUALITY
REVOLVING FUND AUTHORITY**

By: _____
Ashlie Lancaster, Interim Director
Office of Local Government
South Carolina Budget and Control Board

Memorandum

To: Mayor and Council

From: Rebecca V. Rhodes, City Manager

Date: January 4, 2013

Subject: Approval of First Reading of an Ordinance Approving and Authorizing the Sale of Three Parcels of Property of the City of Cayce Located in Riverland Park

Issue

Council Approval is needed for First Reading of an Ordinance Approving and Authorizing the Sale of Three Parcels of Property of the City of Cayce Located in Riverland Park

Background/Discussion

The details of the sale of this property were discussed in Executive Session at the December Council Meeting.

Recommendation:

Council and Staff inadvertently failed to vote on this issue after the Executive Session of the December Council Meeting. Staff recommends approval of First Reading of this Ordinance.

DONE IN MEETING DULY ASSEMBLED, this _____ day of _____, 2013.

Elise Partin, Mayor

ATTEST:

Mendy C. Corder, Municipal Clerk

First Reading: 12-4-12

Second and Final Reading: _____

Approved as to form: _____
Danny C. Crowe, City Attorney



CONGAREE RIVER



CITY OF CAYCE

MAYOR
ELISE PARTIN

MAYOR PRO-TEM
KENNETH D. JUMPER

COUNCIL MEMBERS
F. STEVEN ISOM
TIMOTHY M. JAMES
JAMES E. JENKINS

CITY MANAGER
REBECCA V. RHODES

ASSISTANT CITY MANAGER
TAMMY P. BARKLEY

**RESOLUTION
CITY SAFETY POLICY STATEMENT**

WHEREAS, the Mayor and City Council recognize that the prevention of accidental losses affecting employees, property, and the public will enhance the operating efficiency of City government; and

WHEREAS, a pro-active loss control posture requires that sound loss prevention measures are of primary consideration and take precedence over expediency in all operations.

NOW, THEREFORE, BE IT RESOLVED that the City will endeavor to provide a work environment free of recognized hazards through the establishment and implementation of loss control policies and procedures, and their subsequent amendments and additions, designed to provide protection to City employees, public and private property, and members of the public.

BE IT FURTHER RESOLVED that the City will support compliance with all Federal and State safety regulations; provide and require the use of personal protective equipment by all employees; and insure that all employees are advised of and understand their loss control responsibilities in the performance of their work.

SIGNED, SEALED AND ADOPTED BY City Council this 8th day of January, 2013.

Elise Partin, Mayor

Tara S. Almond, Council Member

James Skip Jenkins,
Mayor – Pro Tem

Timothy M. James, Council Member

Eva Corley, Council Member

ATTEST:

Mendy C. Corder, Municipal Clerk

Memorandum

To: Mayor and Council

From: Rebecca V. Rhodes
Chief Charles McNair

Date: January 8, 2013

Subject: Approval of Resolution and Mutual Aid Agreement between the City of Cayce and Columbia Metropolitan Airport Public Safety.

Issue

Council approval is needed for a resolution ratifying the Mutual Aid Agreement with the Columbia Metropolitan Airport Public Safety Department.

Background/Discussion

S.C. Code section 23-20-50 was recently amended and requires that an agreement entered into pursuant to Title 23 on behalf of a law enforcement authority must be approved by the appropriate state, county or local law enforcement authority's chief executive officer, and by the governing body of each jurisdiction. Council has already approved a similar Resolution ratifying multi-jurisdictional Mutual Aid and Task Force Agreements with several entities. The City recently received this agreement, and it was not included in the previously approved resolution. Council's approval of the resolution will ratify and meet the new requirements for Mutual Aid agreements.

Recommendation

Staff recommends Council approve a resolution ratifying the Mutual Aid Agreement between the City of Cayce Public Safety Department and the Columbia Metropolitan Airport Public Safety Department.

STATE OF SOUTH CAROLINA)	RESOLUTION
)	Approving Mutual Aid
COUNTY OF LEXINGTON)	Agreement Between the City of Cayce and
)	Columbia Metropolitan Airport Public
CITY OF CAYCE)	Safety Department

WHEREAS, the need for law enforcement agencies to enter into contracts with other law enforcement agencies for mutual aid and support and for multi-jurisdictional task forces is recognized in Chapter 20 ("Law Enforcement Assistance and Support Act") of Title 23 ("Law Enforcement and Public Safety") of the South Carolina Code of Laws, and in S. C. Code sections 23-1-210 and 23-1-215; and

WHEREAS, S. C. Code section 23-20-50, which is a part of Chapter 20 of Title 23 of the State Code, provides that an agreement entered into pursuant to that chapter on behalf of a law enforcement authority must be approved by the appropriate state, county or local law enforcement authority's chief executive officer, and by the governing body of each jurisdiction; and

WHEREAS, S.C. Code sections 23-1-210 and 23-1-215 also require or may be construed by the Courts to require the approval of the Council in multi-jurisdictional agreements entered into pursuant to those sections; and

WHEREAS, the Council wishes to clarify and confirm the process by which it approves such mutual aid agreements and task force agreements as are entered into between the law enforcement agency of the City of Cayce and the law enforcement agencies of other political subdivisions of the State,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Cayce, in Council duly assembled, as follows:

The City Council hereby ratifies or approves the City of Cayce entering into a law enforcement agency mutual aid agreement with the Columbia Metropolitan Airport Public Safety Department and the Public Safety Director is authorized to sign the agreement on behalf of the City.

ADOPTED this 8th day of January 2013.

Elise Partin, Mayor

ATTEST:

Mendy C. Corder, Municipal Clerk

Approved as to form: _____
Danny C. Crowe, City Attorney

MUTUAL AID AGREEMENT

This agreement is entered into between the Richland-Lexington Airport District and its Columbia Metropolitan Airport Public Safety Department and the City of Cayce and its Cayce Public Safety Department effective as of the date last signed below.

1. Each of the parties owns and maintains equipment for the suppression of fires and for the supplying of emergency medical services. Each of the parties also retains firefighting personnel who are trained to provide various levels of emergency medical services.
2. In the event of a major fire, disaster, or other emergency, each of the parties will need the assistance of the other party to provide supplemental fire suppression and emergency medical service equipment and personnel.
3. Each of the parties has the necessary equipment and personnel to enable it to provide such service to the other party in the event of such an emergency.
4. The geographical boundaries of each party are located in such a manner as to enable each party to render mutual aid service to the other.

The parties, to carry out the purposes and functions described above and in consideration of the benefits to be received by each of the parties, agree as follows:

- 1. Request for Assistance.** The commanding officer of the fire department or the officer in charge of a fire unit or an emergency medical service unit at the scene of an emergency, or either party, is authorized to request assistance from the other party if confronted with an emergency situation at which the requesting party has need for equipment or personnel in excess of that available at the requesting party's fire department.
- 2. Response to Request.** Upon receipt of such a request, the commanding officer of the party receiving the request shall immediately take the following action:
 - A. Determine if the responding party has equipment and personnel available to respond to the requesting party and determine the nature of the equipment and number of personnel available.
 - B. Determine what available equipment and what available personnel should be dispatched in accordance with the operating plans and procedures established by the parties.
 - C. In the event the needed equipment and personnel are available, to dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
 - D. In the event the needed equipment and personnel are not available, to immediately advise the requesting party of such fact.
- 3. Command Responsibility at Emergency Scene.** The chief officer or senior officer of the party to which the response is made shall be in command of the operations under which the equipment and personnel sent by the responding party shall serve; provided, that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the

responding apparatus. The responding supervisor from the mutual aid jurisdiction will report to and be assigned to a unified command post established at the scene.

4. Termination of Service. The equipment and personnel of the responding party shall be released from service and returned to the responding district by the commanding officer in charge of the operations as soon as conditions may warrant.

5. Liability. To the extent provided by law, the parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for all claims, lawsuits and payment of damages that arise from activities of its officers and personnel. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any party or entity not a party to this agreement.

6. Insurance. Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.

7. Compensation. Each party agrees that it will not seek compensation for services rendered under this agreement from the other party.

8. Pre-Emergency Planning. The commanding officers of the parties shall, from time to time, mutually establish pre-emergency plans which shall indicate the types of and locations of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under various possible circumstances and the number of personnel that should be dispatched under such circumstances. Such plans shall take into consideration and insure the proper protection by the responding party of its own geographical area.

9. Non-Exclusive Agreement. The parties to this agreement shall not be precluded from entering into similar agreements or first response agreements with other municipal corporations.

10. Renewal and Termination. This agreement will automatically renew each anniversary date, year to year, unless terminated. This agreement may be terminated by either party giving to the other party a thirty (30) day notice of termination in writing.

Richland-Lexington Airport District

City of Cayce

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Columbia Metropolitan Airport Public
Safety Department

By: _____

Its: _____

Date: _____

Cayce Department of Public Safety

By: _____

Its: _____

Date: _____

Memorandum

To: Mayor and Council

From: Rebecca Rhodes, City Manager
Blake Bridwell, Interim Utilities Director

Date: January 4, 2013

Re: WWTP Closeout and Septage Receiving Station Project Bid Award

Issue

Council is requested to consider the approval of a bid award for the old WWTP closeout (demolition) and the construction of the new 100,000 GPD septage and grease receiving station.

Background/Discussion

Raw sewage flow was redirected from the old 9.5 MGD WWTP to the new 25 MGD WWTP on October 4th, 2012. The new 25 MGD WWTP facility has been treating all wastewater since this date. City staff is currently removing sludge and grit from the aeration basins of the old plant. These existing basins will be modified in the closeout project to function as two large emergency storage basins for the new 25 MGD WWTP.

The portions of the old plant to remain and/or be modified will include the control lab building, the maintenance storage building, the aeration basins, two (2) secondary clarifiers, and the belt press building. All other old plant structures will be demolished.

The new construction will generally include partial re-grading of the site, installing new septage grinding and screening equipment, installing new septage and grease/oil pump stations, constructing a new septage and grease sludge transfer pump building, and adding mixers and covers to two existing clarifiers to be used for holding tanks.

The City must closeout the 9.5 MGD WWTP, and Lexington County needs a facility capable of processing septage and grease waste. This project will both satisfy SCDHEC regulations for decommissioning wastewater

treatment plants while also providing Lexington County with a means for disposal of septage and grease waste.

City and AEC staff accepted and opened five (5) sealed bids for this project on November 20, 2012 (see attached Bid Tabulation Form). The received lump sum base bids ranged from a high bid of \$6,346,610.00 to the low bid of \$4,375,100.00. An alternate deduct was also bid for the installed coating on the interior concrete surfaces of the two holding tanks of the receiving station. The received lump sum base bids including the alternate ranged from a high bid of \$6,148,610.00 to the low bid of \$4,160,100.00. One bid was rejected for using an incorrect Bid Form.

AEC staff completed their review of all bid submittals and certified all bids as being correct on November 21, 2012 (list attached). AEC by the attached letter, dated November 28, 2012, recommends that the city award a construction contract for this project to the low bidder, M.B. Kahn Construction Co., Inc., in the base bid amount of \$4,375,100.00.

Staff Recommendation:

City staff and AEC staff recommend that City Council approve a bid award in the amount of \$4,375,100.00 to M.B. Kahn Construction Co., Inc, and authorize the City Manager to endorse the necessary project contract documents.

SCDHEC has now approved \$1,150,000.00 of SRF grant funds to the City for construction of the new septage receiving station. The balance of the funds for the receiving station, \$115,500, will be provided by City of Cayce reserves.

The WWTP closeout portion of the project is \$3,109,600 which will be funded by the Town of Lexington, the Joint Water and Sewer Commission, and City of Cayce per the Wastewater Agreement.

These allocations are as follows:

Town of Lexington (49.848%): \$1,550,073
Joint Water and Sewer Commission (18.504%): \$575,400
City of Cayce (31.648%): \$984,126

The City of Cayce's total financial responsibility for both of these projects is \$1,099,626, which will be paid for by utility reserve funds.

BID CERTIFICATION

City of Cayce 9.5 MGD WWTP Closeout and Septage/Oil/Grease Receiving Station Project No. 12-010

Certified as Correct:


Date: 11/21/12

BID DATE: November 20, 2012 at 2:00 p.m.

CONTRACTOR		M. B. Kahn Construction Co., Inc.	McClam and Associates, Inc.	MJL, Inc.
Item	Description	Amount	Amount	Amount
1.	BASE PROPOSAL: Includes: Furnishing all materials, equipment and labor necessary for the demolition and construction of the 9.5 WWTP Closeout and Septage/Oil/Grease Receiving Station. Including, but not necessarily limited to structures, equipment, site work, yard piping, valves, mechanical piping, electrical and appurtenances all associated with the following parts of the project: demolition of headworks facility, two (2) clarifiers, two (2) chlorine contact chambers, post aeration basin, chlorine and sulfur dioxide chemical feed systems, effluent pump basins, two (2) pump buildings, piping, electrical, and other miscellaneous equipment and appurtenances; construction and/or modifications of two (2) emergency storage basins, new pump building, new septage receiving station, two (2) holding tanks, two(2) new pump stations, existing belt press building and all necessary appurtenances as specified and depicted in the Contract Documents.	\$ 4,375,100.00	\$ 6,346,610.00	\$ 4,480,000.00
TOTAL LUMP SUM BASE BID		\$ 4,375,100.00	\$ 6,346,610.00	\$ 4,480,000.00
1.	ALTERNATE BID No. 1 (Required): Septage and Oil/Grease Holding Tanks Coating: Delete Protective Coating from the interior of the Septage and Oil/Grease Holding Tanks.	DEDUCT \$ 215,000.00	\$ 198,000.00	\$ 200,000.00
TOTAL LUMP SUM BASE BID INCLUDING ALTERNATE NO. 1		\$ 4,160,100.00	\$ 6,148,610.00	\$ 4,280,000.00

BID CERTIFICATION

City of Cayce 9.5 MGD WWTP Closeout and Septage/Oil/Grease Receiving Station Project No. 12-010

Certified as Correct: 

Date: 11/21/12

BID DATE: November 20, 2012 at 2:00 p.m.

CONTRACTOR		Republic Contracting Corporation	South Atlantic Construction, Inc.	Wharton-Smith, Inc.
Item	Description	Amount	Amount	Amount
1.	BASE PROPOSAL: Includes: Furnishing all materials, equipment and labor necessary for the demolition and construction of the 9.5 WWTP Closeout and Septage/Oil/Grease Receiving Station. Including, but not necessarily limited to structures, equipment, site work, yard piping, valves, mechanical piping, electrical and appurtenances all associated with the following parts of the project: demolition of headworks facility, two (2) clarifiers, two (2) chlorine contact chambers, post aeration basin, chlorine and sulfur dioxide chemical feed systems, effluent pump basins, two (2) pump buildings, piping, electrical, and other miscellaneous equipment and appurtenances; construction and/or modifications of two (2) emergency storage basins, new pump building, new septage receiving station, two (2) holding tanks, two(2) new pump stations, existing belt press building and all necessary appurtenances as specified and depicted in the Contract Documents.	Rejected	\$ 4,694,000.00	\$ 4,851,000.00
TOTAL LUMP SUM BASE BID		Rejected	\$ 4,694,000.00	\$ 4,851,000.00
1.	ALTERNATE BID No. 1 (Required): Septage and Oil/Grease Holding Tanks Coating: Delete Protective Coating from the interior of the Septage and Oil/Grease Holding Tanks.	DEDUCT	\$ 209,000.00	\$ 200,000.00
TOTAL LUMP SUM BASE BID INCLUDING ALTERNATE NO. 1			\$ 4,485,000.00	\$ 4,651,000.00

Cayce 9.5 MGD WWTP Closeout & Septage Receiving Station

Item Description	WWTP Closeout	Septage Receiving Facility
Mobilization, General Conditions & Demolition	\$492,311.50	\$0.00
Earthwork	\$315,500.00	\$0.00
Storm Drainage	\$55,300.00	\$0.00
Concrete Work @ Basins	\$531,500.00	\$0.00
WWF @ Basins	\$73,300.00	\$0.00
Transfer PS - Concrete Work	\$23,850.00	\$0.00
Septage Concrete	\$0.00	\$12,015.00
Rebar	\$15,000.00	\$15,000.00
Paving - Subbase	\$95,500.00	\$0.00
Paving - Asphalt	\$165,544.50	\$0.00
Paving - Septage	\$0.00	\$10,500.00
Erosion Control	\$62,200.00	\$0.00
Piping - Pavement Removal/Replacement	\$70,000.00	\$0.00
Piping - Concrete Work	\$16,000.00	\$0.00
Piping - N6NPW	\$75,000.00	\$0.00
Piping - N4NPW	\$0.00	\$17,000.00
Piping - N24RS	\$119,100.00	\$0.00
Piping - N12 SUCT	\$113,750.00	\$0.00
Piping - N6PW	\$35,090.00	\$0.00
Piping - N6 O/G/SEPT	\$0.00	\$57,000.00
Piping - N18FM	\$53,140.00	\$0.00
Piping - N6SEPT	\$0.00	\$18,000.00
Piping - N2FM	\$6,854.00	\$0.00
Piping - Bore and Tunnel	\$0.00	\$20,000.00
Clarifier Coating	\$0.00	\$206,000.00
Geomembrane Covers	\$0.00	\$50,000.00
Modifications to Lab/Office - Painting	\$18,150.00	\$0.00
Submersible Pumps	\$0.00	\$45,200.00
Grinder Pumps & Pump Station	\$28,900.00	\$0.00
Pump - Building	\$0.00	\$89,000.00
Pump Building - Painting	\$0.00	\$20,000.00
Pump Building - Plumbing	\$0.00	\$82,540.00
Progressive Cavity Pumps	\$0.00	\$48,000.00
Submersible Pumps <i>Misc</i>	\$0.00	\$43,275.00
HVAC	\$0.00	\$16,900.00
Precast Pump Stations and Vaults	\$0.00	\$16,200.00
Canopy	\$0.00	\$41,000.00
Pump Building - Misc Metals	\$0.00	\$18,150.00
Septage Receiving Station Equipment	\$0.00	\$179,745.00
Belt Press Building - Allowance	\$125,000.00	\$0.00
Belt Press Building - Skin	\$32,400.00	\$0.00
Belt Press Building - Painting	\$38,200.00	\$0.00
Belt Press Building - Booster Water Pump	\$0.00	\$3,200.00
Belt Press Building - Polymer Recir Pump	\$0.00	\$6,050.00
Security System	\$13,900.00	\$0.00
Instrumentation -	\$138,650.00	\$138,650.00
Misc Painting	\$4,235.00	\$4,250.00
Electrical -	\$296,250.00	\$98,750.00
Bonds and Insurance	\$85,900.00	\$0.00
Misc Site Concrete - Walks/Pads	\$9,075.00	\$9,075.00
Total Bid	\$4,375,100.00	\$1,265,500.00

BOARD:
Allen Amsler
Chairman
Mark S. Lutz
Vice Chairman



Catherine B. Templeton, Director

Promoting and protecting the health of the public and the environment

BOARD:
R. Kenyon Wells
L. Clarence Batts, Jr.
Ann B. Kirol, DDS
John O. Hutto, Sr., MD

Bureau of Water

DEC 13 2012

December 11, 2012

Ms. Rebecca V. Rhodes
City Manager
City of Cayce
P O Box 2004
Cayce, SC 29171

Re: Cayce WWTP – Septage Receiving Station, SRF # 315-12 Revision

Dear Ms. Rhodes:

The Clean Water State Revolving Fund (CWSRF) Intended Use Plan for State Fiscal Year 2012 has been finalized and can be found at www.scdhec.gov/environment/water/docs/srf_cwiup.pdf.

The above referenced project has been selected to receive funds allotted to South Carolina's CWSRF program from the Federal Fiscal Year 2011 Full-Year Continuing Appropriation Act (P.L. 112-10) in an amount not to exceed \$1,150,000. This amount reflects an increase in project cost due to an increase in the cost of construction. These funds will be provided to you for loan assistance without any required repayment of principal nor interest accrued upon that principal amount.

Please have your engineer contact Butch Swygert at swygercw@dhec.sc.gov or (803) 898-4235 if you have any questions.

Sincerely,


Shawn Clarke, PE
SRF Program Manager

cc: Ashlie Lancaster, SC Budget & Control Board
Trish Comp, SC Budget & Control Board
Betsy M. Catchings, American Engineering Consultants, Inc.
Butch Swygert, SC DHEC SRF Section

Memorandum

To: Mayor and Council

From: Rebecca V. Rhodes, City Manager

Date: January 4, 2013

Subject: Discussion and Approval of the City's Participation in the National League of Cities Prescription Discount Card Program

Issue

Council Approval is requested to participate in the National League of Cities Prescription Discount Card Program.

Background/Discussion

As a member of the National League of Cities, the City of Cayce has the opportunity to participate in the NLC Prescription Discount Card Program. This program is administered by CVS Caremark and can save our residents up to 23% off the full retail price of prescription medications. The program benefits those individuals without health insurance or a traditional pharmacy plan, or those who have prescriptions that are not covered by their insurance.

This program is free to the City and the NLC will provide us with customized discount cards with the city name and logo. They will also provide us with information to send out to our citizens and a monthly report on the savings. The Town of Lexington is the closest municipality that utilizes this program.

Recommendation:

Staff recommends City Council approval for participation in this program.

NATIONAL LEAGUE of CITIES

ENTERPRISE PROGRAMS

NLC PROCUREMENT CARD (P-CARD) PROGRAM

www.nlc.org/enterpriseprograms/pcard.aspx

The NLC Procurement Card Program, administered by PFM Financial Services LLC (PFM), is a cost-free payments mechanism available to any city or nonprofit organization that would like to simplify how it pays for large and small purchases. It reduces check-writing and other paperwork costs associated with purchasing materials and services.



The P-Card streamlines the purchasing process, saves staff time and earns cash rebates for cities based on the total amount purchased using the card. With declining revenues and tight budgets, the NLC P-Card is an alternative, easy-to-use payments solution that will create new efficiencies for cities.

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

www.nlc.org/enterpriseprograms/purchase.aspx

The U.S. Communities Government Purchasing Alliance provides cities, counties, schools and non-profit organizations with savings on the cost of thousands of products and services from nationally recognized suppliers by pooling the purchasing power of public agencies nationwide. The program offers the most favorable government pricing through competitively bid contracts by a lead public agency. U.S. Communities also offers a broad line of green or eco-friendly products as well as a new e-commerce on-line marketplace that makes the purchasing process quick and easy.



U.S. COMMUNITIES
GOVERNMENT PURCHASING ALLIANCE

THE NATIONAL CITIZEN SURVEY™ (THE NCS™)

www.icma.org/ncs

Offered by The National Research Center in partnership with the International City/County Management Association, Inc., The NCS™ provides local governments with an affordable citizen survey service for polling residents on a variety of important topics. This is a tool that



provides city officials with credible data that can substantiate budget plan strategies in this challenging fiscal environment. The program offers elected officials and staff a statistically valid survey of resident opinions about the community and services provided by local government. Citizens are engaged in a participatory process that helps to satisfy client preferences and provides improved services to residents.

PUBLIC FINANCE AUTHORITY ^{NEW}

www.nlc.org/enterpriseprograms

The Public Finance Authority is a government entity that issues tax-exempt conduit bonds for privately owned facilities. It assists local governments in all



50 states by serving as the issuer, ensuring that necessary approvals are obtained, and obtaining state volume cap allocations. PFA works with private borrowers' finance teams to provide access to lower-cost financing for projects that foster economic development and improve the overall quality of life in communities. These projects include nonprofit health and educational facilities, multifamily housing, and manufacturing. Patients, students, seniors, and low-income residents benefit from this unique issuing authority, which was established by local governments, for local governments and other local government groups.

FOR MORE INFORMATION ON NLC ENTERPRISE PROGRAMS

Visit www.nlc.org/enterpriseprograms or e-mail: enterpriseprograms@nlc.org or phone: (202) 626-3018.





NLC Prescription Discount Card Program

The NLC Prescription Discount Card Program, a program for NLC member cities, helps residents cope with the high cost of prescription medications at NO COST to the city. Now residents who are without health insurance, a traditional pharmacy benefit plan, or have prescriptions not covered by insurance can receive savings on their prescriptions.

The NLC Prescription Discount Card program, administered by CVS Caremark, can save your residents an average of 23% off the full retail cost of prescription medication. There is no enrollment form, no membership fee and no restrictions or limits on the frequency of use. The discount card is accepted at more than 65,000 pharmacies nationwide, including all major pharmacy chains and most local independent pharmacies. Check to see [Participating Pharmacies](#).

There is no cost to your city to offer the program to your residents. Participating cities are provided with customized discount cards with the city name and logo as well as sample press releases and a sample web page to promote the program. Your city receives a monthly report from NLC with data on the savings to residents.

The NLC Prescription Discount Card program is a member service of the National League of Cities. Your city must be a member of NLC in order to sponsor the program and offer the discount card to your residents. Check to see if your city is a member.

Sign up today and bring savings to your residents!

About CVS Caremark

CVS Caremark, which has broad experience in managing prescription discount cards since 1992, administers this program. CVS Caremark does not give or share personally identifiable health information to manufacturers or direct marketers. CVS Caremark is fully compliant with all federal and state privacy and security regulations pertaining to the protection of protected health information and has a robust compliance program which monitors and enforces policy compliance.

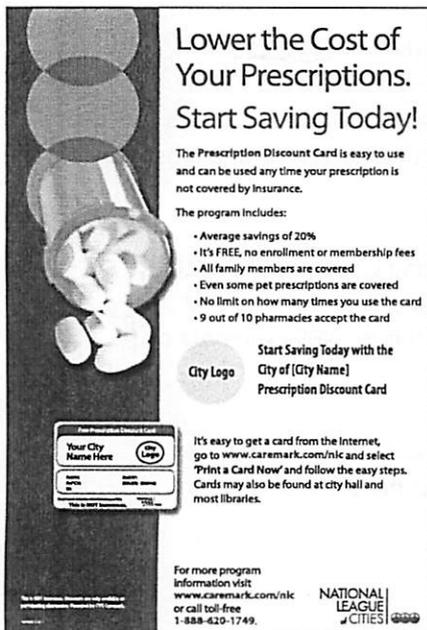
Disclaimer: This is not insurance. Discounts are only available at participating pharmacies. By using this card, participants agree to pay the entire prescription cost less any applicable discount. Savings may vary by drug and pharmacy.

SAVINGS FOR YOUR RESIDENTS AT NO COST TO THE CITY!

PROGRAM MATERIALS

The city is provided with marketing materials including pre-approved press releases and a sample web page for the city website to promote and launch the program. Printed discount cards and display materials (customized with the city name and logo) are provided at no cost as well as information on how residents can print a customized city discount card from a website. Program materials are available in English and Spanish. Participating cities receive a monthly report from NLC with data on savings to residents.

CUSTOMIZED CARD AND POSTER



Lower the Cost of Your Prescriptions. Start Saving Today!

The Prescription Discount Card is easy to use and can be used any time your prescription is not covered by insurance.

The program includes:

- Average savings of 20%
- It's FREE, no enrollment or membership fees
- All family members are covered
- Even some pet prescriptions are covered
- No limit on how many times you use the card
- 9 out of 10 pharmacies accept the card

Start Saving Today with the City Logo City of [City Name] Prescription Discount Card

It's easy to get a card from the Internet, go to www.caremark.com/nlc and select 'Print a Card Now' and follow the easy steps. Cards may also be found at city hall and most libraries.

For more program information visit www.caremark.com/nlc or call toll-free 1-888-620-1749.

NATIONAL LEAGUE of CITIES



Baje el Costo de sus Recetas. ¡Comience a Ahorrar Hoy Mismo!

La Tarjeta de Descuento para Recetas es fácil de usar y se puede usar en cualquier momento que su receta no sea cubierta por el seguro.

El programa incluye:

- Ahorros en un promedio del 20%
- Es GRATIS, sin cuotas de inscripción o membresía
- Cobertura para todos los miembros de su familia
- Aún la puede usar para pagar por algunas recetas para sus mascotas
- Sin límites en el número de veces que puede usar la tarjeta
- 9 de 10 farmacias aceptan la tarjeta

Comience a ahorrar hoy, con la Tarjeta de Descuento para Recetas de la Ciudad de [City Name]

Es muy fácil obtener una tarjeta a través del Internet, visite www.caremark.com/nlc y haga clic en "Imprimir una Tarjeta Ahora" y siga los pasos fáciles. Las tarjetas también se pueden conseguir en City Hall y en la mayoría de las bibliotecas.

Para obtener más información acerca del programa, visite www.caremark.com/nlc o llame gratuitamente al 1-888-620-1749.

NATIONAL LEAGUE of CITIES

Sample Posters (Size: 11" x 17")

"The program has saved Detroit area residents nearly a quarter million of dollars on the cost of prescription medications with an actual savings of 30 percent."

- Janice Winfrey
City Clerk
Detroit, Michigan



Free Prescription Discount Card

Your City Name Here City Logo

PubID: RUGP: ISSUER: (80840)
RpPCN: ID: NDCN: 2011

This is NOT insurance.

Start saving on prescriptions today!

Easy Access This prescription discount card is brought to you by your city government in collaboration with the National League of Cities. More than 10 pharmacies nationwide participate in this program, including many in your city. Save an average of 20% off the regular retail price of prescription drugs.

No Restrictions You and your family may use your discount card anytime your prescription is not covered by insurance. There are no restrictions and no limits on how many times you may use your card.

Extra Savings As part of this program you will also be eligible for higher discounts on select medications. To get program information, locate a pharmacy, look up a drug price, or access health resources visit www.caremark.com/nlc or call toll-free 1-888-620-1749.

Accepted by all major pharmacy chains nationwide!



Gratís Tarjeta de Descuento Para Medicamentos Recetados

Your City Name Here City Logo

PubID: RUGP: ISSUER: (80840)
RpPCN: ID: NDCN: 2011

Este NO es un seguro.

¡Comience a ahorrar hoy mismo en sus recetas médicas!

Acceso Fácil Esta tarjeta de descuentos para la receta ha sido llevada a cabo por el gobierno de su ciudad en colaboración con la National League of Cities. Más de 10 farmacias en todo el país, incluyendo muchas en su ciudad, participan en este programa. Ahorre un promedio del 20% del precio regular al detall de los medicamentos recetados.

Sin Restricciones Usted y su familia pueden usar su tarjeta de descuentos en cualquier momento que su receta no sea cubierta por el seguro. No existen ninguna restricción y límites en cuántas veces puede usar su tarjeta.

Ahorros Extra Como parte de este programa usted también será elegible para mayores descuentos en medicamentos selectos. Para recibir información acerca del programa, ubicar una farmacia, confirmar el precio de un medicamento, o tener acceso a los recursos de salud, visite www.caremark.com/nlc o llame sin cargo al 1-888-620-1749.

Aceptado por todos los proyectos de farmacias de farmacias en todo el país.

Sample Cards (Size: 3.75" x 8.5")

BILL INSERT FOR YOUR RESIDENTS

NLC prescription discount cards are also available in a bill insert format at no cost to the city. This insert with the city name and logo can be used in mailings to residents, such as a utility bill, city newsletter or other communications. By using the bill insert a prescription discount card can be delivered directly to residents.

The inserts are designed to be lightweight to have minimal if any effect on postage. The specifications on the bill insert are:
 Flat Size: 7.5" x 3.375" - 7.5" x 3.375" finished
 Colors: 2/2
 Stock: 70# Casa Opaque White Offset 30% PCW (Post Consumer Waste) Uncoated (offset) Book/Text
 Press Features: Full Horizontal Perforation
 The weight of each insert is .063 ounces, or 1.79 grams.

CITY OF

WELCOME!

Welcome to the City of Avondale Prescription Discount Card Program!
 Clip out your FREE prescription discount card below and start saving on your prescriptions TODAY!

EASY ACCESS

This prescription discount card is brought to you by your local city government in collaboration with the National League of Cities. By using this card you can have access to nine out of 10 participating pharmacies across the country, including many in your city, to save an average of 20% off the regular retail price of prescription drugs.

NO RESTRICTIONS

You and your family may use your discount card anytime your prescription is not covered by insurance. There are no restrictions and no limits on how many times you may use your card.

EXTRA SAVINGS

As part of this program you will also be eligible for higher discounts on selected medications. To get program information, locate a pharmacy, look up a drug price, or access health resources visit www.caremark.com/nlc or call toll-free 1-888-620-1749.

Clip out your card and start saving today!

Free Prescription Discount Card

City of

RxBIN: 610415 RXGRP: RXNLCAVOAZ
 RxPCN: ADV Issuer: (80840)
 ID: W1B00358301

CVS CAREMARK

Members: Call toll-free 1-888-620-1749. This card is accepted by nine out of 10 pharmacies nationwide.
Miembros: Llame sin cargos al 1-888-620-1749. Esta tarjeta se acepta en nueve de cada diez farmacia participantes en la nacion.

Pharmacist: The RxPCN, RxGRP, full ID, and an 01 person code must be submitted online to process claims for this program. For information, call toll-free 1-800-364-6331.

Brought to you in collaboration with the National League of Cities. NATIONAL LEAGUE OF CITIES

This is NOT insurance.

This is NOT insurance. Discounts are only available at participating pharmacies. By using this card, you agree to pay the entire prescription cost less any applicable discount. Savings may vary by drug and by pharmacy. Savings based on actual 2009 drug purchases for all drug discount programs administered by CVS Caremark. The program administrator may obtain fees or rebates from manufacturers and/or pharmacies based on your prescription drug purchases. These fees or rebates may be retained by the program administrator or shared with you and/or your pharmacy. Prescription claims through this program will not be eligible for reimbursement through Medicaid, Medicare or any other government program. This program does not guarantee the quality of the services or products offered by individual providers. We do not sell your personal information. Call the member toll-free number on the back of your ID card to file a complaint related to this program. Note to Texas Consumers: You may contact the Texas Department of Insurance if you remain dissatisfied after completing this program's complaint process.

WEB PRINT-A-CARD FEATURE

The print-a-card feature is a program tool that provides residents with convenient access to print a city discount card from any computer. Getting a card is easy!

It's easy to implement the NLC Prescription Discount Card Program and receive customized city cards, posters and other materials at no cost. Simply complete the attached 'Ready to get started' form and return it to NLC. The process to implement the program takes approximately eight weeks.

THE HOUSING AUTHORITY OF THE CITY OF CAYCE, S.C.
October 16th, 2012

The Board of Commissioners of The Housing Authority of the City of Cayce, S.C. convened at 5:05 p.m., Tuesday, October 16th, 2012 at Cayce City Hall.

The Chairman called the meeting to order and upon roll call, those present and absent were as follows:

Present: Jack L. Slightler, Jr., Chairman
Brenda Kegler, Commissioner
Mr. Bruce Smith, Vice-Chair
Ms. Silvia Sullivan, Commissioner
Gilbert Walker, Executive Director

Staff: Howard Thomas, Beverly Malone, Angel Cruz, Lee McRoberts

Mr. Smith opened with a prayer.

The Chairman asked the members to review the minutes of the regular meeting held August 21, 2012. Upon motion by Mr. Smith, seconded by Ms. Sullivan, the minutes were unanimously approved.

Ms. Malone presented the Operations Report for September and October. She stated that 3 accounts were sent to the Magistrate in September; none in October. There were no accounts more than 30 days old. 24 work orders were received in September and 6 in August. 24 work orders were completed in September and 3 were completed in October. There were no outstanding work orders for September and 3 outstanding for October. There were no Emergency work orders in either month.

There was a general discussion regarding the overall performance of the Cayce Housing Authority. Turn for units remains low and approximately 500 people are waiting for units in Cayce. All routine maintenance issues are up to date and staff is making plans to update landscaping at some of the properties.

Chief Cruz reported that there had been no incidents in Cayce for the last reporting period and that he continues to work with the Cayce Police Department to ensure problems remain at a minimum.

Mr. Walker said that the annual Financial Audit of the Authority was currently in progress. A new firm, Barton & Gonzales of Florida, won the bid to conduct the audit and is reviewing tenant files for compliance this week. Staff expects the audit to last for several weeks that will be spread out this fall. Mr. Walker said that the tenant file review checks for all

paperwork that is required by HUD to be in tenant files and that rent calculations are done correctly. All audit work must be done by the date specified in the contract and submitted to HUD by the end of March.

Mr. Sigtler asked if there were any new applications for the open seat vacated by Mr. Motsinger's resignation; Lee continues to stay in touch with staff at Cayce City Hall and none have been received to date. Mr. Sigtler said that he wants the opening on the Board to be reflected in the minutes so Council can be aware and forward any interested candidate's information.

Mr. Sigtler requested that a Resolution be prepared honoring Mr. Motsinger's service to the Cayce Board and that arrangements be made to present it to him at a City Council meeting in early 2013.

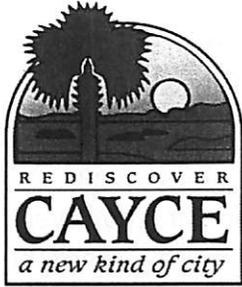
There being no further business, the meeting adjourned at 5:30 p.m.



Secretary

APPROVED:





**City of Cayce
South Carolina**

**APPROVED MINUTES
Board of Zoning Appeals
Friday November 02, 2012
City of Cayce Council Chambers
5:30 p.m.**

I. CALL TO ORDER

Chair T. Almond called the meeting to order at 5:30 p.m. Board members present were Tara Almond, Frank Dickerson, David Murray, and Leo Dryer. Robert McArver was absent excused. Staff present was Shaun Greenwood, Teddy Luckadoo, Monique Ocean and Michelle Paulchel.

Mrs. Almond confirmed that the press and public were duly notified of the meeting.

II. APPROVAL OF MINUTES

A motion was made by Mr. Murray to approve the October 15, 2012, minutes as written. Mr. Dickerson seconded the motion and it passed unanimously.

III. OPEN PUBLIC HEARING VA023-12

Mrs. Almond began by explaining how the public hearing would be conducted. Mrs. Almond then opened the public hearing:

A request by Dan Creed, representing Tuma Enterprise, to be granted a variance to increase the maximum required front yard setback (20 feet) for the property located in the 500 block of Knox Abbott Drive (TMS# 004676-01-016).

Mr. Joe Walker began by stating he is the owner of the Marco's Pizza local franchise and a partner with Tuma Enterprises. He further explained that the local franchise has 3 existing locations, two in Richland County and one in Lexington County.

Dan Creed (site engineer for Heritage Engineering Inc.) began by stating the 20ft. maximum set back is not feasible due to the location of an existing City of Cayce sewer line easement and an existing storm drain. He mentioned that the sewer easement occupies most of the setback and the existing storm drain is located partially in the setback. Mr. Creed continued by stating that any structure would have to be located between the sewer easement and the storm drain. Mr. Leo Dryer asked Mr. Creed for clarification on his variance request. Mr. Creed replied by saying that he could not place the building as close to the road as the maximum setback requires. He further stated that, unlike most setbacks where there is a minimum requirement, this one has a maximum requirement. Mr. Dryer asked Mr. Creed if he was putting the building farther back than regulation requires or if he was crowding the street. Mr. Creed answered that he was placing the building farther back than the maximum setback allows. Mr. Dryer replied that he understood. Mr. Murray asked if the setback from the road would have grass and trees as required by the City of Cayce. Mr. Greenwood explained that the builder would have to maintain the 5ft buffer from the main street. Mr. Dryer asked Mr. Creed if there were any problems with CVS and the curb cut, because it was noted in the paperwork as a shared driveway. Mr. Greenwood clarified that the driveway is a fixed access easement by CVS. Mr. Murray asked if the entrance is in any way going to conflict with the exit coming out of CVS. Mr. Creed answered that the curb cut is already constructed, it aligns with the front drive for the CVS, and it was planned when the CVS was constructed. Mr. Dryer stated if there is no direct curb cut on Knox Abbott, the only access is the existing curb cut that now services the CVS. Mr. Dryer then asked if anyone was present from CVS to complain about this. Mr. Greenwood explained that when the CVS was originally built, the lot was intended to be a bank and it was agreed that access to that piece of property and CVS would be shared. Mr. Murray inquired if there has been any intervention by residents since it is county property behind this property. Mr. Greenwood replied that one resident requested staff look into how structures are lined up going down the road and whether this variance would have any visual effect on the existing street view. Mr. Greenwood went on to explain that typical zoning requires construction farther from the street, but Cayce's C-3 zoning requires structures to be placed closer. He further explained that parts of Knox Abbott have water and sewer lines interfering. Mr. Greenwood noted that he consulted with the City Engineer and confirmed that there is a 15ft. easement. The City Engineer indicated that the farther a building is setback from the utility lines the better.

Mrs. Almond asked if there was anyone present to speak. No one was present to speak.

Mrs. Almond closed the public hearing. Mr. Murray made a motion to grant the variance. Mr. Dickerson seconded the motion, which passed unanimously.

IV. OPEN PUBLIC HEARING VA020-12

A request by John Wise of Love Automotive, 1255 Knox Abbott Drive, to be granted a variance from the 75 sq. ft. maximum sign area in order to construct a sign containing 80 sq. ft. of sign area.

Mr. John Wise (Executive Manager with Love Automotive) and Mark Lowery (contractor with Flagship Signs) discussed the diagram of the sign and explained, that as part of their franchise agreement with Mitsubishi and Suzuki, they are required to install a sign manufactured by the franchise. The proposed sign has a sign surface area of that is 5 sq. ft. larger than the ordinance allows.

Mrs. Almond confirmed that no one was signed up to speak.

Mr. Greenwood clarified the hardship pertaining to the variance request. Mr. Greenwood explained that the manner in which the property is subdivided would not be permitted under current zoning regulations. The properties are divided into several parcels and buildings, each, with separate tax map numbers. Under the current zoning regulations, all tax map numbers with street frontage would be permitted to have a free-standing sign. The subdivision of the property creates a unique situation that does not apply to neighboring properties.

Mrs. Almond closed the public hearing. Mr. Murray made a motion to grant the variance. Mr. Dickerson seconded the motion, which passed unanimously.

V. OPEN PUBLIC HEARING VA021-12

A request by John Wise of Love Automotive, 1255 Knox Abbott Drive, to be granted a variance from the 75 sq. ft. maximum sign area in order to construct a sign containing 90 sq. ft. of sign area.

Mr. John Wise (Executive Manager with Love Automotive) and Mark Lowery (contractor with Flagship Signs) referred to Exhibit 10 in regards to the Suzuki sign.

Mr. Greenwood made a point of order, further explaining that in the original application, the Suzuki sign (Exhibit 10) only included the surface area that showed the big "S" at the top. Adding the word Suzuki, in the signage area would require approving more square footage than requested. Mr. Greenwood mentioned that he consulted with the City Attorney and the attorney said the Board could hear the case or require the applicant to submit a separate application.

A motion was made by Mr. Murray to include in the current variance request addition to increase the sign to 108 sq. ft. Mr. Dickerson seconded the motion, which passed unanimously.

Mrs. Almond closed the public hearing. Mr. Murray made a motion to grant the variance. Mr. Dickerson seconded the motion, which passed unanimously.

VI. OPEN PUBLIC HEARING VA022-12

A request by John Wise of Love Automotive, 1255 Knox Abbott Drive, to be granted a variance from the zoning ordinance allowing only 1 freestanding sign, to permit construction of a second freestanding sign. The property is located at 1255 Knox Abbott Drive.

Mr. John Wise (Executive Manager of Love Automotive) explained there is a driveway dividing the signs. Love Automotive was unaware both signs would fall onto the same parcel. Mr. Wise stated that this request is based on the same reasons as the other variance requests and that he did not have any new information to share.

Mrs. Almond confirmed that no one was signed up to speak.

Mrs. Almond closed the public hearing. Mr. Murray made a motion to grant the variance request. Mr. Dickerson seconded the motion, which was unanimously approved.

VII. OTHER BUSINESS

A motion was made by Mr. Leo Dryer to appoint Michelle Paulchel as the new secretary. The motion was seconded by Mr. Murray and was unanimously approved.

VIII. ADJOURNMENT

A motion was made by Mr. Leo Dryer to adjourn. Mr. Dickerson seconded the motion, which passed unanimously.

**APPROVED MINUTES
BEAUTIFICATION BOARD
Tuesday November 13, 2012 – 5:30PM**

I. CALL TO ORDER

Chair, Morgan Gauthreaux called the meeting to order at 5:30pm. Present was Sue Miles, Sue Perry, Joanne Wilson, Morgan Gauthreaux, and staff liaison Michelle Paulchel. Excused was April Blake.

II. APPROVAL OF MINUTES

A motion to approve the meeting minutes for October 9, 2012 was made by Joanne Wilson. Sue Perry seconded the motion. The decision was unanimous.

III. OLD BUSINESS

Meeting with City Manger

- a. This will occur sometime after the new year.

Vacant Board Positions-Prospects

- a. Michelle Paulchel will send out letters to the people who showed interest in serving on the Board at the Fall Plant Exchange.

IV. NEW BUSINESS

Member reappointment

- a. There was a motion made by Sue Miles, a second by Sue Perry, and a vote which passed to recommend Joanne Wilson's reappointment to the Board.

Judging Christmas Lights

- a. The reward money does not come out of the Board's budget. There are separate funds for this event.
- b. The Board will meet on Wednesday Dec. 19th in the City Hall parking lot to judge neighborhood light displays.

Remaining Budget

- a. Please see attached paperwork

Sign for the Dunbar-Middleton project site.

- a. Mallory Phillips, a local graphic designer, will use a template similar to the Plant Exchange signs and create a vinyl sign to place near the flower bed.
- b. An amount to pay Mallory for her work needs to be decided upon at the next meeting.
- c. Morgan Gauthreaux will have the sign printed and bring it to the next meeting.

Potential site for spring/fall 2013 project

- a. It was decided by the majority to leave this decision for the beginning of next year.

V. ADJOURNMENT

A motion to adjourn was made by Joanne Wilson. Morgan Gauthreaux seconded the motion. The decision was unanimous. The meeting was adjourned at 5:45pm.

Remaining Budget - Created at the October 9, 2012 meeting:

note the Christmas light monies allocated here WILL NOT come out of the Board's budget

Approx. Total Remaining Budget -\$390.75 thru July 1st

390.75 starting

-75 poster (spring)

-100 spring planting

-100 plaque from Mal

~~-75 Christmas lights (30, 25, 20)~~

40 \$ leftover

+ 75.00 =

\$115.00 leftover/remaining through July 1, 2013

**City of Cayce
Committee Appointments/Reappointments
January 8, 2013**

All open positions will be advertised on the City's website and Facebook page.

BEAUTIFICATION BOARD – FIVE (5) POSITIONS

Ms. Pat Burton, Ms. Ashley Batson and Ms. Morgan Gauthreaux have advised that they will no longer be able to serve on the Board and Council has already postponed these positions. Ms. Joanne Wilson's term expired October, 2012 and the Board has recommended her for reappointment. Her reappointment application is attached for Council's review. Ms. Sue Miles term expires January 2013. There is no recommendation at this time

BOARD OF ZONING APPEALS – TWO (2) POSITIONS

Ms. Tara Almond was elected as Council member for District 1 and has resigned. Mr. Frank Dickerson's term has expired. Mr. Dickerson would like to serve again. His reappointment application is attached for Council's review. The Board reviewed the one potential member application received and recommends the appointment of Robert McLeod. Please see application attached.

PUBLIC SAFETY FOUNDATION – FOUR (4) POSITIONS

Mr. Pound's and Ms. Spires' terms have expired and Council has already postponed these two positions. In checking with all the members of the foundation, Mr. Brice Corbitt has advised he will be unable to serve. In addition, Ms. Kay Hutchinson has resigned due to the fact that she is now an employee of the city.

In summary, we have the following open positions:

District 1 – one position

District 3 – two positions

Mayor – one position

Mayor and Council Members in these districts will need to submit potential members for Council review and approval.

NO COUNCIL ACTION REQUIRED

The following positions have been postponed by Council until receipt of potential member applications.

ACCOMMODATIONS TAX COMMITTEE – ONE (1) POSITION

Ms. Cherelle Davis is no longer employed with the Country Inn & Suites. This position must be filled by someone from the motel industry in Cayce. The staff liaison is currently speaking with motel managers regarding this position.

CAYCE HOUSING AUTHORITY – ONE (1) POSITION

Mr. Xen Motsinger's term expires August, 2012 and he has resigned from the Authority. There is no recommendation at this time.

CAYCE MUNICIPAL ELECTION COMMISSION – ONE (1) POSITION

One open position remains and there is no recommendation at this time.

CONSOLIDATED BOARD OF APPEALS – ONE (1) POSITION

Mr. Ron Lawson's term has expired. We have been unable to reach Mr. Lawson by phone. A letter has been sent to Mr. Lawson to inquire about his interest in serving on this Board. No response to the City's letter has been received.



CITY OF CAYCE
COMMITTEE MEMBER REAPPOINTMENT APPLICATION

Name: JOANNE H. WILSON

Home Address: 1640 DOGWOOD ST. City, State, Zip CAYCE, SC 29033

Telephone: 939-0399 E-Mail Address ~~JWilson@bellsouth.net~~ J WILSON 41@Bellsouth.NET

Resident of Cayce: Yes No Number of Years 13

Please check the Committee for which you are applying for reappointment:

- Accommodations Tax Committee
- Beautification Board
- Event Committee
- Cayce Housing Authority
- Museum Commission
- Planning Commission
- Housing/Constr Board of Appeals
- SPAT Committee
- Board of Zoning Appeals

Have you ever been convicted of a felony or misdemeanor other than a minor traffic violation? Yes No If yes, specify below:

Work Address RETIRED

Company: _____ Position _____

Address: _____

City, State, Zip _____ Telephone: _____

Fax: _____ E-Mail _____

Work Experience: Retired from Big Advertising as media buyer and accountant for many years prior

Educational Background: Some college USC

Membership Information (Professional, Neighborhood and/or Civic Organizations):

Volunteer Work: Broadway Baptist Church, Visiting @ Cape Senior Care,

Hobbies: College Football, Gardening Reading

Return to:
Tammy Barkley, Asst. City Manager/Clerk
City of Cayce, P.O. Box 2004, Cayce, SC 29171-2004
Telephone: 803-796-9020 • Fax: 803-796-9072

CITY OF CAYCE
POTENTIAL COMMITTEE MEMBER APPLICATION



Name: ROBERT N. MCLEOD

Home Address: 500 SHADY LN. City, State, Zip CAYCE SC 29033

Telephone: 796-8215 E-Mail Address RMCLEOD1@SC.RR.COM

Resident of Cayce: Yes No Number of Years 26

Please indicate the Committee(s) for which you are applying:

- Accommodations Tax Committee
- Beautification Board
- Events Committee
- Cayce Housing Authority
- Museum Commission
- Planning Commission
- Housing/Constr Board of Appeals
- Board of Zoning Appeals

Have you ever been convicted of a felony or misdemeanor other than a minor traffic violation? Yes No If yes, specify below.

Work Address

Company: ECS CAROLINAS LLP Position BRANCH MANAGER

Address: 1401 ST. ANDREWS RD SUITE 150

City, State, Zip COLUMBIA, SC 29210 Telephone: 803-250-3377

Fax: 750-3174 E-Mail RMCLEOD@ECSLIMITED.COM

Work Experience: CIVIL ENGINEER, REGISTERED ENGINEER IN SC, NC & GA.
33 YEARS CONSULTING EXPERIENCE

Educational Background: B.S.C.E. CLEMSON UNIVERSITY
MASTER OF ENGINEERING UNIV. OF S.C.

Membership Information (Professional, Neighborhood and/or Civic Organizations):

ASCE, ACI, EDENWOOD NEIGHBORHOOD ASSOC. MT. TABOR LUTHERAN CHURCH

Volunteer Work: ZBA CAYCE (2006-2008) CHURCH COUNCIL, SUNDAY
SCHOOL TEACHER, CULTURE & HERITAGE MUSEUM OF YORK COUNTY VOLUNTEER

Hobbies: READING, HISTORY, BLACKSMITHING,

Return to:

Tammy Barkley, Asst. City Manager/Clerk
City of Cayce, P.O. Box 2004, Cayce, SC 29171-2004
Telephone: 803-796-9020 * Fax: 803-796-9072

NOV 19 2012



ROBERT N. MCLEOD, P.E.
Branch Manager
D: 803-250-3368
C: 803-351-7730
rmcleod@ecslimited.com

ECS CAROLINAS, LLP

Geotechnical • Construction Materials • Environmental • Facilities

1401 St. Andrews Road, Suite 150, Columbia, SC 29210

T: 803-250-3377 • F: 803-750-3174

www.ecslimited.com



CITY OF CAYCE
COMMITTEE MEMBER REAPPOINTMENT APPLICATION

Name: FRANK DICKERSON

Home Address: 333 TAMWOOD CR City, State, Zip CAYCE, S.C. 29033

Telephone: 803-530-2019 E-Mail Address FDICKERSON@SCANA.COM

Resident of Cayce: Yes No Number of Years 10

Please check the Committee for which you are applying for reappointment:

- Accommodations Tax Committee Beautification Board Event Committee
- Cayce Housing Authority Museum Commission Planning Commission
- Consolidated Board of Appeals SPAT Committee Board of Zoning Appeals

Have you ever been convicted of a felony or misdemeanor other than a minor traffic violation? Yes No If yes, specify below:

NO

Work Address

Company: S.C.E & GAS Position TECHNICIAN II

Address: 188 OLD WIRE RD

City, State, Zip W COLA, S.C. 29172 Telephone: 803-217-9405

Fax: 803-933-7215 E-Mail FDICKERSON@SCANA.COM

Work Experience: 36 YEARS AT S.C. E. & GAS

Educational Background: AS ELECTRICAL ENGINEERING

Membership Information (Professional, Neighborhood and/or Civic Organizations):
SCAABE

Volunteer Work: GNF

Hobbies: SPORTS

Return to:
Tammy Barkley, Asst. City Manager/Clerk
City of Cayce, P.O. Box 2004, Cayce, SC 29171-2004
Telephone: 803-796-9020 • Fax: 803-796-9072