

CITY OF CAYCE

MAYOR
ELISE PARTIN

MAYOR PRO-TEM
JAMES E. JENKINS

COUNCIL MEMBERS
TARA S. ALMOND
EVA CORLEY
TIMOTHY M. JAMES

CITY MANAGER
REBECCA VANCE

ASSISTANT CITY MANAGER
SHAUN M. GREENWOOD

**City of Cayce
Regular Council Meeting
Tuesday, February 3, 2015
6:00 p.m. – Council Chambers - 1800 12th Street
www.cityofcayce-sc.gov**

I. Call to Order

- A. Invocation and Pledge of Allegiance
- B. Approval of Minutes
January 6, 2015 Regular Meeting
January 21, 2015 Special Council Meeting

II. Presentation

- A. Presentation by Mr. Hubert Smoak re Holiday Light Displays at City Hall
- B. Presentation by Ms. Maryann Dowd re Improvements in Cayce

III. Public Comment regarding Items on the Agenda

IV. Resolutions and Ordinances

- A. Approval of Resolution 2015-01 Municipal Association's 2015 Advocacy Initiatives
- B. Consideration and Approval of Resolution Approving Automatic Aid Agreement with Lexington County Fire Service
- C. Consideration and Approval of Resolution Approving Mutual Aid Agreement with Lexington County Sheriff's Department
- D. Consideration and Approval of Resolution Approving Multijurisdictional Alcohol Enforcement Unit Agreement
- E. Approval of Ordinance 2015-02 Amending the Zoning Map and Rezoning Certain Properties on Axtell Drive and Lafayette Avenue to Single Family Residential, Small Lots (RS-4) – First Reading

V. Other

- A. Discussion and Approval of Hospitality Tax Policy
- B. Discussion and Approval of Hospitality Tax Fund Requests – Cayce Serves Tennis Tournament
- C. Discussion and Approval of Hospitality Tax Fund Requests – Tartan Day South

VI. City Manager's Report

VII. Committee Matters

- A. Approval to enter the following approved Committee Minutes into the City's Official Record
 - Beautification Board – October 20, 2014
 - Cayce Events Committee – November 13, 2014
 - Board of Zoning Appeals – December 15, 2014
 - Planning Commission – December 15, 2014
- B. Committee Recommendations
 - 1. Discussion and Approval of the Public Safety Foundation's recommendation to amend the Bylaws

VIII. Council Comments

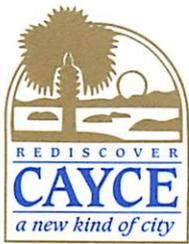
IX. Executive Session

- A. Receipt of legal advice relating to claims and potential claims by the City and other matters covered by the attorney-client privilege
- B. Discussion of negotiations incident to proposed contractual arrangements with Lexington County
- C. Discussion of City Manager's Annual Evaluation

X. Possible Actions by Council in follow up to Executive Session

XI. Adjourn

SPECIAL NOTE: Upon request, the City of Cayce will provide this document in whatever form necessary for the physically challenged or impaired.



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CITY OF CAYCE Regular Council Meeting January 6, 2015

The January Regular Council Meeting was held this evening at 6:00 p.m. in Council Chambers. Those present included Mayor Elise Partin, Council Members Tara Almond, Eva Corley and Tim James, City Manager Rebecca Vance, Assistant City Manager Shaun Greenwood and Municipal Clerk Mendy Corder. Municipal Treasurer Garry Huddle, City Attorney Danny Crowe, Director of Utilities, Blake Bridwell, and Chief Charles McNair were also in attendance.

Mayor Partin asked if members of the press and the public were duly notified of the Council Meeting in accordance with the FOIA. Ms. Corder confirmed they were notified.

Call to Order

Mayor Partin called the meeting to order. She stated that Council Member Skip Jenkins' sister passed away over the weekend and her visitation was that night so he was unable to attend the meeting. Council Member Tim James gave the invocation. He asked everyone to keep Council Member Jenkins' and his family in their prayers during this difficult time.

Mayor Partin introduced Mr. Ray Mixon, a United States Military Veteran, to lead the assembly in the Pledge of Allegiance. Mayor Partin stated Mr. Mixon is a native South Carolinian and a 1969 Citadel graduate. He served in the Strategic Air Command on an Intercontinental Ballistic Missile Crew in Kansas during the Cold War in Wichita, Kansas. He also served as a Missile Targeting Team Chief while on Active Duty. He left active duty in December 1976. Mr. Mixon later joined the SC Air National Guard in 1985 and served as a Munitions NCO during Operation Desert Storm in Saudi Arabia in 1990-91. He was called on again shortly after 911 to serve in Operation Enduring Freedom in Qatar as a Senior NCO with the SC Air National Guard. Mayor Partin stated Mr. Mixon was called on again to deploy to Qatar as a Senior NCO with the SC Air National Guard in support of Operation Iraqi Freedom. He retired from the SC Air Guard in September 2007 receiving the Meritorious Service Medal for service during these deployments.

Approval of Minutes

Council Member James made a motion to approve the December 2, 2014 Regular Council Meeting minutes as written. Council Member Almond seconded the motion which was unanimously approved by roll call vote.

Presentations

A. Presentation of Decorate Cayce Awards

Mayor Partin stated that the City of Cayce Beautification Board was pleased to announce the 2014 winners of the Decorate Cayce Contest. Mayor Partin presented the first place Decorate Cayce Award to Mr. and Mrs. Roger Edwards. Ms. Cathy Gunter was awarded second place and Ms. Brenda Griffin was awarded third place. Mayor Partin thanked the award recipients for helping to make the City so beautiful during the holidays.

B. Presentation of Whole Sole Awards

Mayor Partin presented the Whole Sole Award to Sgt. Frank Ballentine, Public Safety Officer Kelly and Public Safety Officer Baker. She stated that in September 2014 the on duty Public Safety Dispatcher was found unconscious on the floor of Dispatch by Sgt. Ballentine. Mayor Partin stated Sgt. Ballentine yelled for assistance from PSO Kelly and PSO Baker who both immediately responded. As Sgt. Ballentine attempted to get the Dispatcher to regain consciousness he noted that he had stopped breathing. He checked for a pulse and found none. Essentially, the Dispatcher died at that moment.

The officers quickly got their fellow employee out of the chair and on the floor to begin CPR. Sgt. Ballentine began CPR as he called out for both Kelly and Baker to find help. PSO Baker ran to the Firehouse to get First Responders and EMS personnel to respond as PSO Kelly began toning the firehouse and radio for assistance. PSO Kelly then ran toward the firehouse to gather help and equipment. Sgt. Ballentine continued doing CPR on the Dispatcher.

Mayor Partin stated as Kelly and Baker returned with assistance and equipment (AED, Crash bag, Stretcher) EMS and Firehouse Personnel connected the Dispatcher to an AED. It shocked his heart back into a rhythm and he began breathing on his own. He was still unconscious and was transported to the hospital and eventually made a full recovery. Mayor Partin stated the immediate actions of everyone involved saved their fellow employee's life.

Chief McNair presented Sgt. Ballentine, PSO Kelly and PSO Baker with the South Carolina Police Chief's Association Life Saver Award. Everyone gave the gentlemen a standing ovation for their heroic actions.

C. Presentation of City of Cayce Safety Banner Contest Award

Mayor Partin stated that the City continues to recognize safety as a primary focus of its business operations. Promoting safe acts and encouraging employee health are key parts of a business operation. She explained that the City has an annual Safety

Banner Contest that encourages employee participation by allowing them to show their creativity in developing banners to be displayed at different facilities throughout the City of Cayce. The Safety Banner Contest looks at involving employees to encourage and promote employee safety.

Mayor Partin announced that this year's Safety Banner Contest winner was Shanna Henson, an employee of the Water Treatment Facility. Ms. Henson was given a Coupon for a day off, a Ruby Tuesday's gift card for \$95.00 and a jacket with her name and the City's Logo. Mayor Partin thanked her for creating such an inspiring banner.

**D. Presentation by Mr. Robert Milhous of the City of Cayce FY13/14
Comprehensive Annual Financial Report**

Mr. Robert Milhous, the City's auditor, presented the FY13/14 Comprehensive Annual Report to Council. Mr. Milhous went over the financial statement with Council and stated it was a good audit and good financial report. He stated that based on fiscal management that was instilled by the City Manager and staff there is a positive fund balance in the General Fund of over \$1,227,398 and it is increasing annually. Mr. Milhous stated that the Water and Sewer Utility Fund also had a positive fund balance and the City met its debt coverage ratiom, therefore the City is in compliance with its bond covenants.

Council Member James thanked Ms. Vance and Mr. Greenwood for doing a great job with the budget. Ms. Vance thanked the City's department heads for keeping their expenditures down and still being able to accomplish their jobs. She stated the entire audit would be placed on the City's website immediately so anyone could view it. Ms. Vance stated that in 2010 the City had a negative fund balance, but that subsequent years have resulted in a positive balance.

Public Comment Regarding Items on the Agenda

Ms. Corder advised that no one had signed up for Public Comment.

Ordinances and Resolutions

**A. Approval of Ordinance 2015-01 to Amend the City of Cayce FY2014/2015
General Fund and O&M Budget – First Reading**

Ms. Vance advised due to increased revenue and grant funds in the City's General Fund, the 2014-2015 budget is required to be amended to account for these revenues and the desired expenditures correlated with these funds. She explained that

for the Utility Fund, the 2014-2015 budget is required to be amended to account for a decreased projection of revenues and the correlated reduction in expenditures to make up for this decrease. The amendment is also needed to account for the revenue from the SRF Debt Reserve Fund reimbursement.

Council Member Almond made a motion to approve the Ordinance amending the FY2014/2015 General Fund and O&M Budget. Council Member Corley seconded the motion which was unanimously approved by roll call vote.

B. Approval of Resolution 2015-01 Ratifying Execution of Documents by City Manager in Connection with Acquisition of History Park property

Mr. Crowe explained that the Resolution was a technical resolution that ratifies any documents that were executed by the City Manager at the closing in connection with the acquisition of the real property for park purposes on the donation from SCE&G. He explained that in addition to the Agreement executed by the Mayor, it was necessary, in order to effectuate the closing of the acquisition transaction, for the City also to execute other documents at the closing on the property including a Quitclaim Bill of Sale, a License Agreement, and a Closing Statement, all which were executed, on behalf of the City, by the City Manager. He advised that Council should formally ratify and consent to the actions of the City Manager in executing the documents at closing as within the appropriate exercise of her authority and as within the intent of the Council in accepting and consummating the gift.

Council Member Almond made a motion to approve the Resolution. Council Member James seconded the motion which was unanimously approved by roll call vote.

Ms. Vance explained that with the signing of the documents the City did acquire all the archaeological assets that were discovered on the property. She stated some of the items are on display at the Relic Room and some are still being catalogued by students at the University of South Carolina.

City Manager's Report

Ms. Vance stated that staff has started a numbering process with all future Ordinances and Resolutions so they can be indexed and easier to refer to when needed. She stated that staff has received the RFQ's for the Knox Abbott Drive project and have narrowed it down to three firms who are being interviewed in the near future. She stated staff will bring a recommendation for Council at the second meeting in January.

Ms. Vance reminded everyone that the grand opening of Phase IV of the Riverwalk will be January 9, 2015. She stated this phase completes the City's

Riverwalk and the City now has eight miles of continuous trails. She explained the lighting and call boxes have not been installed in Phase IV yet. The call boxes are on back order and SCE&G should install lighting in the near future. She stated the State Street Sewer Project has started and should only take two weeks to complete.

Ms. Vance stated Mr. Greenwood has created a new fillable City business license which does the calculations automatically. She stated that soon a desk and computer will be placed in the lobby of Planning and Development so customers can fill out their business licenses in the office.

Committee Matters

A. Approval to Enter the Following Approved Committee Minutes into the City's Official Record

Council Member Corley made a motion to approve entering the following Committee minutes into the City's official record:

Cayce Events Committee – October 9, 2014
Board of Zoning Appeals – October 20, 2014
Cayce Museum Commission – November 5, 2014
Planning Commission – November 17, 2014

Council Member Almond seconded the motion which was unanimously approved by roll call vote.

B. Annual Appointments of Council Members to City Foundations

After discussion, it was decided that Council Member Almond would serve on the Beautification Foundation and Council Member Corley would serve on the Public Safety Foundation. Council Member James made the motion and Council Member Corley seconded the motion which was unanimously approved by roll call vote.

Council Comments

Council Member James thanked the Public Safety Officers in attendance for all they do for the community. Council Member Almond thanked staff for a great audit for FY2013/2014. Council Member Corley also thanked the Officers and staff for all they do.

Executive Session

A. Receipt of legal advice relating to claims and potential claims by the City

and other matters covered by the attorney-client privilege

- B. Discussion of negotiations incident to proposed contractual arrangements with Lexington County
- C. Discussion of negotiations incident to possible acquisition of property For a new water tank

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

Reconvene

After the Executive Session was concluded, Council Member Almond made a motion to reconvene the Regular meeting. Council Member Corley 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

- VIII. C. Discussion of negotiations incident to possible acquisition of property for a new water tank

Council Member James made a motion to authorize the City Manager to proceed with negotiations for the acquisition of property for a new water tank. Council Member Almond seconded the motion which was unanimously approved by roll call vote.

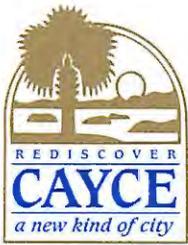
Adjourn

There being no further business, Council Member Corley made a motion to adjourn the meeting. Council Member James seconded the motion which was unanimously approved by roll call vote. The meeting adjourned at 7:40 p.m.

Elise Partin, Mayor

ATTEST:

Mendy C. Corder, Municipal Clerk



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ASSISTANT CITY MANAGER
SHAUN M. GREENWOOD

City of Cayce Special Council Meeting January 21, 2015

A Special Council Meeting was held this afternoon at 5:00 p.m. in Council Chambers. Those present included Mayor Elise Partin, Council Members Tara Almond, Eva Corley, Tim James and James Jenkins, City Manager Rebecca Vance and Assistant City Manager Shaun Greenwood. Municipal Clerk Mendy Corder and City Attorney Danny Crowe were also in attendance. Mayor Partin asked if members of the press and the public were duly notified of the meeting in accordance with the FOIA. Ms. Corder confirmed they were notified.

Call to Order

Mayor Partin called the meeting to order and Council Member Corley gave the invocation. Mayor Partin led the assembly in reciting the Pledge of Allegiance.

Presentation

- A. Presentation by Mr. Tom Wollow regarding a Sanitation Issue

Ms. Corder stated Mr. Wollow was unable to attend the meeting and would hopefully be able to attend the February 3, 2015 Council Meeting.

Public Comment Regarding Items in the Agenda

Ms. Corder stated no one had signed up for public comment.

Other

- A. Approval of Ordinance 2015-01 to Amend the City of Cayce FY2014-2015 General Fund & O&M Budget – Second Reading

Council Member Almond made a motion to approve the Ordinance amending the FY2014-2015 General Fund and O&M budget. Council Member Corley seconded the motion which was unanimously approved by roll call vote.

- B. Discussion and Approval of Engineering/Design Firm for Phase I of the Knox Abbott Drive Pedestrian Safety and Traffic Calming Project

Ms. Vance explained that the City of Cayce is moving forward with the pedestrian safety and traffic calming redevelopment of the Knox Abbott Drive corridor. Professional landscape architectural and civil engineering services are needed for this project. A request for qualifications was placed in SCBO and on the City's website. Six

firms responded. The selection committee chose the top three firms that met the RFQ criteria to interview and conduct a presentation on their experience with similar projects.

Ms. Vance stated staff recommends Council approve and authorize the City Manager to execute a contract with Landplan Group South for landscape architectural and civil engineering services for Phase I of Knox Abbott Drive Pedestrian Safety and Traffic Calming redevelopment.

Council Member James made a motion to approve and authorize the City Manager to execute a contract with Landplan Group South. Council Member Corley seconded the motion which was unanimously approved by roll call vote.

Council Member James asked if staff was now putting the Council Member whose district is being affected by the project on the selection committee. Ms. Vance stated that if the project is citywide than any Council Member can serve on the selection committee but staff is also trying to use the Council Member whose district is affected. Council Member James suggested that staff create a formal policy stating which staff member and Council Member/s serves on the selection committee.

Council Comments

Council Member James stated he was sorry he was unable to attend the Employee Awards Breakfast that morning due to an illness. He stated he always enjoyed attending the event and that the City had great employees.

Council Member James asked Ms. Vance to explain to Council how potholes in the City are handled. Ms. Vance explained that the City owns only a few roads therefore most of the roads in the City are either state or county owned. She stated a resident can call City Hall and staff will inform them if the road is state or county owned and give them a number to call or staff can call for them. Council Member James asked that a small article be written for the next resident newsletter informing the citizens of the process.

Executive Session

Council Member James made a motion to move into Executive Session. Council Member Almond seconded the motion which was unanimously approved by roll call vote.

- A. Receipt of legal advice relating to claims and potential claims by the City and other matters covered by the attorney-client privilege
- B. Discussion of negotiations incident to proposed contractual arrangements for a sewer line project

C. Personnel Matter – City Manager’s Annual Evaluation and Salary Review

D. Discussion of City Manager’s Employment Contract Renewal

Reconvene

After the Executive Session was concluded, Council Member Almond made a motion to reconvene the Regular meeting. Council Member Corley 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

VI. B.

Council Member James made a motion to authorize the City Manager to move forward with further negotiations concerning the Emanuel Church upgrade for water and sewer projects in the Airport area and authorize the City Manager to expend funds from the water/sewer capacity fee account. Council Member Almond seconded the motion which was unanimously approved by roll call vote.

VI. D.

Council Member James made a motion to authorize the City Attorney to prepare an amendment to the City Manager’s contract of the details which were discussed in Executive Session. Council Member Corley seconded the motion which was unanimously approved by roll call vote.

Adjourn

Council Member Corley made a motion to adjourn the meeting. Council Member Almond seconded the motion which was unanimously approved by roll call vote. There being no further business, the meeting adjourned at 7:05 p.m.

Elise Partin, Mayor

ATTEST:

Mendy Corder, Municipal Clerk



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RESOLUTION

Municipal Association 2015 Advocacy Initiatives

WHEREAS, cities and towns in South Carolina are the government closest to the people providing the core services residents and businesses demand for an exceptional quality of life;

WHEREAS, hundreds of municipal officials from across the state met in fall 2014 over a two month period to identify challenges at the municipal level;

WHEREAS, these challenges can be addressed through a comprehensive approach that includes changes to state law, training from experts, research into possible solutions and collaboration with stakeholders,

WHEREAS, the Municipal Association identified five advocacy initiatives based on the feedback from local officials including clear blight, open government, fund services, increase efficiency and fix roads;

WHEREAS, dilapidated structures pose a public safety threat in municipalities of all sizes;

WHEREAS, meeting agendas are essential tools for the orderly, efficient and effective handling of the public's business;

WHEREAS, cities and towns need dependable and consistent revenue sources to support the efficient and effective delivery of municipal services that residents and businesses demand for a positive quality of life and economic prosperity;

WHEREAS, saving taxpayer dollars by providing effective and efficient services to residents and businesses is every municipality's goal;

WHEREAS, repairing and maintaining existing roads and infrastructure is about encouraging and supporting statewide economic development with infrastructure that can accommodate new industry and support existing industry;

WHEREAS, the City of Cayce fully supports the agenda set forth by the Municipal Association of SC board of directors for city and town councils to govern effectively and efficiently;

BE IT THEREFORE RESOLVED that the Council of the City of Cayce affirms on this day, February 3, 2015, its support for the Municipal Association's 2015 advocacy initiatives for the state's 270 cities and towns.

Signed, sealed and adopted by City Council this 3rd day of February, 2015.

Elise Partin, Mayor

Tara S. Almond, Council Member

James "Skip" Jenkins,
Mayor – Pro Tem

Eva Corley, Council Member

Timothy M. James, Council Member

ATTEST:

Mendy C. Corder, Municipal Clerk

Advocacy Initiatives

Through an all-inclusive process involving hundreds of municipal officials, the Municipal Association of SC identified major challenges facing cities and towns around the state. These challenges can be addressed through a comprehensive approach that includes changes to state law, training, research and collaboration with stakeholders. In some cases, all four approaches can be part of the solution to meet the challenges.

Clear Blight

Dilapidated structures pose a public safety threat in municipalities of all sizes. Cities and towns need additional tools to clear blight to ensure the safety of residents and visitors and to spur economic development opportunities for business owners.

Legislative initiative – Encourage and support the passage of the Dilapidated Buildings Act that gives cities and towns a tool to partner with the private sector to clear blighted structures.

Training – Hold a series of training sessions for elected officials and city staff on effective code enforcement practices. This will ensure all municipal officials are using the current available code enforcement tools correctly and effectively and following all health and environmental regulations when rehabilitating or removing dilapidated structures.

Research and collaborate – Investigate all of the federal and state environmental regulations involving the demolition or rehabilitation of buildings. Clarify and identify opportunities for cities and towns to collaborate with public and private partners to clear blight.

Open government

Meeting agendas are essential tools for the orderly, efficient and effective handling of the public's business.

Legislative initiative – Encourage and support the passage of a bill that requires agendas for every city and town council meeting and allows amending the agenda according to the local government's rules of procedure.

Training – Provide additional training on updating and establishing local rules of procedure to ensure city and town councils have processes in place to govern openly and efficiently.

Fund services

Cities and towns need dependable and consistent revenue sources to support the efficient and effective delivery of municipal services that residents and businesses demand for a positive quality of life and economic prosperity.

Legislative initiative – Support consistent and fair funding of the Local Government Fund as the stable revenue source it was originally intended to be for cities and towns. Support flexibility for city and town councils to use existing revenue sources in the most beneficial way for residents and businesses.

Research – Identify and propose ways to increase flexibility allowed by state law for cities and towns to use existing revenues to provide services.

Increase efficiency

Saving taxpayer dollars by providing effective and efficient services to residents and businesses is every municipality's goal.

Legislative initiative – Support a bill that allows city and town councils to provide more efficient services through the annexation of small areas completely surrounded by the city.

Training – Increase training for business license officials, permitting officials and other city staff to encourage additional streamlining of business license and permitting processes to make doing business in our cities and towns easier.

Fix roads

Repairing and maintaining existing roads and infrastructure is about more than fixing potholes. It's about encouraging and supporting statewide economic development with infrastructure that can accommodate new industry and support existing industry. It's also about developing a stable revenue source to consistently fund these infrastructure improvements.

Legislative Action – Support legislation that provides stable, long-range funding for the repair and maintenance of existing roads and that ensures these funds are used efficiently and effectively.

Training – Ensure municipal officials understand the local, state and federal road funding opportunities that are available to their towns and train them how to secure and use those funds.

Research – Review local road funding strategies used around the U.S. and how they might work in South Carolina.

Memorandum

To: Mayor and Council

From: Rebecca Vance, City Manager
Chief Charles McNair

Date: January 29, 2015

Subject: Resolution approving an Agreement for Automatic Aid with
Lexington County Fire Service

ISSUE

Consideration of a resolution approving an Agreement for Automatic Aid with Lexington County Fire Service.

BACKGROUND/DISCUSSION

S.C. Code section 23-20-50 was 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 similar Resolutions ratifying Mutual Aid and Task Force Agreements with several entities. Council's approval of the resolution ratifies and meets the new requirement for these types of agreements.

RECOMMENDATION

Staff recommends Council approve a resolution approving an Agreement for Automatic Aid with Lexington County Fire Service and authorize the Mayor to sign the agreement on behalf of the City.

- C. The Automatic Aid Agreement utilizes a preplanned system of communications. Communications support for participants includes the provision of a main dispatch and multiple tactical radio frequencies, station alerting systems, direct phone lines between each participating fire station and the Dispatch Centers, and paging systems. These systems are in place and supported by the Dispatch Centers.
- D. All participants will use standard command procedures. A standardized Incident Management System (IMS) provides for efficient management of the emergency and for the safety of firefighters. The Incident Management System for use by Automatic Aid participants shall be NIMS.
- E. To ensure compatibility of equipment, participants should maintain a mutually agreed upon inventory of equipment (based upon minimum NFPA standards), including hoses, couplings, pump capacity, communications equipment, and will maintain the minimum standard amount of equipment on each type of apparatus (as recommended by related NFPA Standards).
- F. Participants shall utilize standardized terminology for all apparatus.
- G. Participants shall use standardized response criteria (i.e. pre-established type and number of apparatus that will be automatically dispatched based on type of call as per standard NFPA and ISO recommendations). The Dispatch Centers can tailor the response to specific types of incidents by jurisdiction or part of a jurisdiction. This includes the capability to automatically dispatch selected specialty units.
- H. Participants agree to the use of specialized unit resources. The assignment of a specialized unit to an incident relies on predefined response levels to specific types of incidents, the closest specialized unit to the call, and/or any special call for resources made by an incident commander that is not pre-programmed in the CAD system. This includes, but is not limited to, hazardous materials support, technical rescue support, loss control, rehabilitation, command, utility, brush, and water tankers.
- I. Participants agree that automatic aid is reciprocal. While automatic aid does not ensure that a community will receive the exact same amount of assistance as it gives, it does mean that all participants will provide some assistance outside its jurisdictional boundaries agreed upon by both parties and that the level of service delivered within the Automatic Aid Agreement will be comparable.

2. **Command Responsibility at Emergency Scene.** It is expressly understood and agreed that either party may serve as initial incident commander exercising command and control functions within the others jurisdiction until relieved by an official from the primary jurisdiction having authority. The responding party will then fall under the chain of command of the jurisdiction having authority.

3. **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. This does not preclude the responding agency, after proper coordination and transfer, from being able to withdraw their resources if they are needed for response in their primary jurisdiction or at the discretion of the responding department's senior officer.

4. **Liability.** Each party agrees to assume responsibility for all liabilities for which it is determined to be legally liable.

5. **Insurance.** Each party shall maintain sufficient liability insurance so as to provide at a minimum the amount of liability exposure as set forth under the South Carolina Tort Claims Act.

6. **Compensation.** Each party agrees that it will not seek compensation for services rendered under this agreement from the other party in charge of a fire unit or an emergency medical service unit at the scene of an emergency. 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.

7. **Independent Contractor relationship.** All persons responding to an emergency call shall remain employees of the responding entity for all purposes, including but not limited to workers compensation and liability purposes.

8. **Pre-Emergency Planning.** The commanding officers of the parties, shall annually review, and mutually establish, pre-emergency plans that shall indicate the types 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 Municipalities.

10. **Termination.** This agreement may be terminated by either party giving to the other party a thirty (30) day notice of termination in writing.

11. **Prior Agreements.** This agreement supersedes and replaces any prior Automatic Aid agreement(s) between the parties.

12. **Complete Agreement.** The terms set forth herein are the complete agreement of the parties. No oral representations are included unless specifically set forth herein. Any modifications to this agreement must be in writing and signed by the parties.

County of Lexington,

Witness: South Carolina

By:

Its:

City of

Witness: South Carolina

By:

Its:

Memorandum

To: Mayor and Council

From: Rebecca Vance, City Manager
Chief Charles McNair

Date: January 29, 2015

Subject: Resolution approving an Agreement for Mutual Aid with
Lexington County Sheriff's Department

ISSUE

Consideration of a resolution approving an Agreement for Mutual Aid with Lexington County Sheriff's Department.

BACKGROUND/DISCUSSION

S.C. Code section 23-20-50 was 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 similar Resolutions ratifying Mutual Aid and Task Force Agreements with several entities. Council's approval of the resolution ratifies and meets the new requirement for these types of agreements.

RECOMMENDATION

Staff recommends Council approve a resolution approving an Agreement for Mutual Aid with Lexington County Sheriff's Department and authorize the Mayor to sign the agreement on behalf of the City.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

MUTUAL AID AGREEMENT

This agreement is made and entered by and between the **Lexington County Sheriff's Department** and the **Cayce Department of Public Safety** and shall be effective on the date that the agreement has been signed by both parties and approved by their governing body.

WHEREAS, Sections 23-20-10 through 23-20-50 of the Code of Laws of South Carolina (1976), as amended, authorize law enforcement agencies to enter into contractual agreements with other law enforcement providers as may be necessary for the proper and prudent exercise of public safety functions. These sections specify contractual provisions and approvals that are required for such an agreement. The officers of a law enforcement provider under such an agreement have the same legal rights, powers and the duties to enforce the laws of South Carolina as the law enforcement agency contracting for the services; and,

WHEREAS, S.C. Code Ann. §23-1-210 provides for the temporary transfer of law enforcement officers pursuant to written agreement; and,

WHEREAS, S.C. Code Ann §23-1-215 authorizes agreements between multiple law enforcement jurisdictions for purposes of criminal investigations; and,

WHEREAS, the parties hereto desire to enter into such an agreement to promote public safety for the purpose of securing to each other the benefits of mutual aid; and,

WHEREAS, it is the desire and intent of the parties to evidence their joint undertaking for the provision of mutual assistance in law enforcement matters by the temporary assignment of law enforcement officers between jurisdiction to the fullest extent as is allowed by law; and,

WHEREAS, it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law; and,

WHEREAS, the purpose of this Agreement is to define the scope of such mutual aid and the responsibilities of the parties hereto;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows;

1. Assistance. The assistance to be rendered pursuant to this Agreement shall solely involve the temporary transfer or assignment of law enforcement officers and/or equipment from one party's jurisdiction to the other. When so transferred or assigned, such law enforcement officers shall have all rights, powers, authority and duties to enforce the laws of South Carolina as a law enforcement officer employed by the jurisdiction to which he is transferred or assigned.

2. Request for Assistance. The request for law enforcement assistance may be made for assistance with public safety functions, which include traditional public safety activities which are performed over a specific period of time for patrol services, crowd control and traffic control, and other emergency service situations, including, but not limited to:

- a. Emergency situations
- b. Riot or disorder
- c. Natural disaster
- d. Mass processing of arrests
- e. Transporting prisoners
- f. Operating temporary detention facilities
- g. Vehicular pursuits
- h. Service of process (including warrants)
- i. Marine enforcement
- j. Any law enforcement purpose

3. Primary Responsibility. It is agreed and understood that the primary responsibility of the parties hereto is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance.

4. Procedure for Requesting Mutual Aid.

- a. Request. A request for assistance shall only be made by the Sheriff or Chief of Police, if available, and otherwise by the senior duty officer of the law enforcement agency who assistance is requested. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officer to be furnished.
- b. Reply. A reply to any request for assistance shall only be made by the Sheriff or Chief of Police, if available, and otherwise by the senior duty officer of the law enforcement agency whose assistance is requested. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officer to be furnished.

- c. Officer-In-Charge. The personnel temporarily transferred or assigned by the assisting law enforcement agency shall report to the Officer-In-Charge of the requesting law enforcement agency at the designated location or by way of radio contact and shall be subject to orders and commands of that official. The assisting law enforcement officers shall exert their best efforts to cooperate with and aid the requesting law enforcement agency.
- d. Release. The law enforcement officer temporarily transferred or assigned shall be released by the Officer-In-Charge when their services are no longer required or when they are needed to respond to a situation within the geographical boundaries of their own jurisdiction; provided, however, the assisting law enforcement officers shall use their best efforts to complete the requested service prior to being released.

5. Vesting of Authority and Jurisdiction. To the fullest extent permitted by the Constitution and statutes of this state, officers assigned under this agreement shall be vested with all authority, jurisdiction, rights, immunities and privileges within the requesting jurisdiction for the purposes of investigation, arrest, or any other activity related to the purpose for which they were requested. Local ordinances adopted by a sending agency shall not be deemed extended into areas which are outside the territorial limits of the sending jurisdiction.

6. Radio Communications. Radio communications between the requesting law enforcement agency and the assisting law enforcement officers shall be maintained by use of the State regional radio channel system, unless a radio channel that is mutually shared by the parties hereto is otherwise available.

7. Compensation and Reimbursement. The temporary transfer or assignment of law enforcement officers made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension or retirement rights of such transferred or assigned officers, and such officers shall continue to be paid by the agency where they are permanently employed.

The parties agree that compensation and/or reimbursement for services provided hereunder shall be limited to the reciprocal provision of services of like kind, to include the ancillary benefits of increased investigation and prevention of narcotics and related offenses in their respective jurisdictions. Any other agreement for reimbursement between the parties must be written and executed in the same manner as this agreement.

8. Equipment and Facilities. Each party shall supply the equipment for its law enforcement officers and shall bar the risk of its damage or loss; provided, however, that if the equipment is damaged by the acts or omissions of employees of the other party, then the other party shall reimburse the damage party for its loss. The host agency will provide the facilities for law enforcement operations and will designate its location at the time assistance is requested.

9. Records. The requesting law enforcement agency shall be primarily responsible to maintain records relating to the incident for which assistance has been requested. However, each law enforcement agency shall maintain records of activities of its personnel that would generate records in its own jurisdiction including, but not limited to, incident reports, records of application or execution of an arrest or search warrant, incident reports for arrests made by its personnel, uniform traffic tickets issued, and use of force forms. Each party shall make these records available to the other party upon request and without cost.

10. Insurance and Bond. It is agreed and understood that the parties hereto shall be solely responsible for maintain such insurance protection and workers compensation coverage on its employees as may be required by law or deemed advisable by the party. The bond, if any, for any officers operating under this agreement, shall include coverage for their activity in the other jurisdiction covered by this agreement in the same manner and to the same extent provided by the bonds of regularly employed officers of that county or municipality.

11. Employment Status. Nothing herein contained shall be construed or interpreted to imply that the law enforcement officers temporarily transferred or assigned in accordance with this Agreement shall be employees of the law enforcement agency requesting such assistance.

12. Legal Contingencies. Neither party shall be responsible for defending any legal action brought against the other party or its employees arising out of circumstances in which assistance was requested or provided, nor shall it be responsible to pay any fees, costs, damages or verdicts incurred by the other party in such a legal action.

13. No Indemnification or Third-Party Rights. The parties shall be solely responsible for the acts and omissions of their respective employees, officers and officials. No right of indemnification is created by the agreement and the parties expressly disclaim such a right. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any person or entity not a party to this agreement.

14. Other Agreements and Investigations. This Agreements shall not repeal or supersede any existing agreements between the parties hereto nor does it restrict in any way the normal, cooperation between law enforcement agencies concerning ongoing criminal investigations.

15. Modification. This Agreement shall not be modified, amended or changed in any manner except upon the express written consent of the parties hereto.

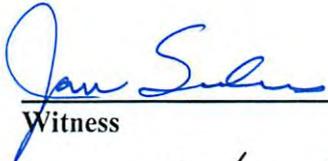
16. Duration. This Agreement will continue in effect until terminated by one of the parties.

17. Termination. This Agreement may be terminated by either party by providing written notice to the other party. Such notice becomes effective upon receipt of the notice by the other party.

(Signatures to follow on next page)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the dates shown below.

WITNESSES

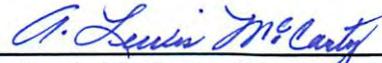


Witness



Witness

LEXINGTON COUNTY

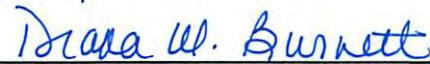


A. Lewis McCarty, Sheriff
Lexington County Sheriff's Department

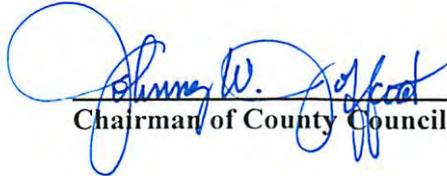
LEXINGTON COUNTY COUNCIL



Witness



Witness



Chairman of County Council

WITNESSES

Witness

Witness

Witness

Witness

CAYCE DEPARTMENT OF PUBLIC SAFETY

Charles E. McNair, Chief
Cayce Department of Public Safety

CAYCE CITY COUNCIL

Chairman of City Council

Memorandum

To: Mayor and Council

From: Rebecca Vance, City Manager
Chief Charles McNair

Date: January 29, 2015

Subject: Resolution approving an Agreement for Multijurisdictional Alcohol Enforcement Unit

ISSUE

Consideration of a resolution approving an Agreement for Multijurisdictional Alcohol Enforcement Unit.

BACKGROUND/DISCUSSION

S.C. Code section 23-20-50 was 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 similar Resolutions ratifying Mutual Aid and Task Force Agreements with several entities. Council's approval of the resolution ratifies and meets the new requirement for these types of agreements.

RECOMMENDATION

Staff recommends Council approve a resolution approving an Agreement for Multijurisdictional Alcohol Enforcement Unit and authorize the Mayor to sign the agreement on behalf of the City.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)
COUNTY OF RICHLAND)

**MULTIJURISDICTIONAL ALCOHOL
ENFORCEMENT UNIT
AGREEMENT**

This agreement is made and entered into this 1st day of July, 2014, by the following parties: **Town of Lexington Police Department, Cayce Department of Public Safety, USC Division of Law Enforcement and Safety, City of West Columbia Police Department, City of Columbia Police Department, Lexington County Sheriff's Department and Richland County Sheriff's Department.**

WHEREAS, it is the desire and intent of the parties to evidence their joint undertaking for the provision of mutual assistance investigating and prosecuting criminal activities involving alcohol and tobacco which occur by the creating and operation of two multi-jurisdictional task forces within Lexington and Richland Counties; and

WHEREAS, each of the parties provide law enforcement for some portion of Lexington and Richland Counties; and

WHEREAS, the parties as set out above, by and through their representatives affixing their signatures below, consent and agree to span the geopolitical boundaries of all areas of Lexington and Richland Counties to the fullest extent allowed under South Carolina law for the express purpose of investigating and prosecuting criminal activities involving alcohol by creating this Lexington and Richland County multi-jurisdictional Alcohol Enforcement Team; and

WHEREAS, Article VIII, Section 13 of the South Carolina Constitution authorizes counties and municipalities to provide by agreement for the joint administration of any function, the exercise of powers, and the sharing of the costs thereof; and

WHEREAS, South Carolina Code Ann. 17-13-45 provides that when a law enforcement officer responds to a distress call or a request for assistance in an adjacent jurisdiction, the authority, rights, privileges, and immunities, including the workers' compensation laws, and tort liability coverage obtained pursuant to the provisions of Chapter 78 of Title 15, that are applicable to an officer within the jurisdiction in which he is employed are extended to and include the adjacent jurisdiction; and

WHEREAS, South Carolina Code Ann. Section 23-1-210 provides for the temporary transfer of law enforcement officers within multijurisdictional task forces pursuant to written agreement; and

WHEREAS, South Carolina Code Ann. Section 23-1-215 provides for agreements between multiple law enforcement agencies for the purpose of investigating crimes involving multiple jurisdictions; and

WHEREAS, South Carolina Code Ann. Section 23-20-10, et seq., provides for contractual agreements between and among state, county, municipal and local law enforcement agencies for law enforcement services; and

NOW, THEREFORE, it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law and it is further agreed as follows:

1. SCOPE OF SERVICES

It is agreed that the parties shall assign, on a temporary basis, officers to participate in the Lexington and Richland County multi-jurisdictional Alcohol Enforcement Team (“the Team”) to investigate and prosecute criminal activities involving alcohol as well as other collateral criminal offenses which may become apparent to officers assigned under this agreement which occur within the whole of Lexington and Richland Counties for the duration of the agreement or until this agreement is rescinded or terminated as set forth herein. Further, this agreement is intended to be a request for assistance from adjacent jurisdictions.

2. TERM AND RENEWAL

This agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein. Any termination by an individual party is not intended to affect the relationship(s) between any remaining parties.

3. VESTING OF AUTHORITY AND JURISDICTION

To the fullest extent permitted by the Constitution and the statutes of this State, officers assigned under the agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges outside his resident jurisdiction for the purpose of investigation, arrest, or any other activity related to the criminal activity for which the agreement is drawn. This agreement is in no way intended to effect any other multi-jurisdictional agreement(s) which may exist between the agencies.

However, local ordinances adopted by a participating party shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of that party.

4. PERSONNEL, COSTS AND RECORDS

Except as otherwise agreed among the parties, each party shall maintain control over its personnel. Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder, and shall keep its own personnel and other usual records as to its assigned officers.

5. NO INDEMNIFICATION OR THIRD PARTY RIGHTS

The parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its assigned officers. 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 rights or obligations in favor of any party or entity not a party to this agreement.

6. INSURANCE

Each party shall maintain such insurance coverage for general liability, workers' compensation, and other such coverage as may be required by law or deemed advisable by individual parties.

7. COMPENSATION, BOND, AND RELATED MATTERS

This agreement shall in no manner affect or reduce the compensation, pension or retirement rights of any officers acting under its authority and such officers shall continue to be paid by the county or municipality where they are permanently employed. The bond, if any, for any officers operating under this agreement shall include coverage for their activity in the county or municipality covered in this agreement in the same manner and to the same extent provided by the bonds of regularly employed officers of that county or municipality.

8. REIMBURSEMENT AND ANCILLARY BENEFITS

The parties to this agreement hereby expressly agree the compensation and/or reimbursement for services of like kind between agencies involved is limited to the provision of reciprocal services and to the ancillary benefits of increased investigation and prosecution of alcohol offenses in the whole of Lexington/Richland County. Any other agreement for the reimbursement between the parties must be written and executed in the same manner as this agreement.

9. TERMINATION AND RIGHT TO RESCIND

The participation of any party may be terminated at the discretion of the chief law enforcement officer upon providing written notice to all other parties. The termination must be delivered or mailed to the other parties with return receipt requested. Any such rescission or termination will become effective upon receipt by the other parties. The election of any party or parties to exercise this right to rescind or terminate does not in any way affect the rights, duties, privileges, immunities, or obligations of the other parties.

10. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party is responsible for any notice, reporting, or approval requirements to their respective governing body as may be required under South Carolina law.

11. SEVERABILITY

Should any part of this agreement be found to be unenforceable by any court or other competent authority, then the rest shall remain in full force and effect.

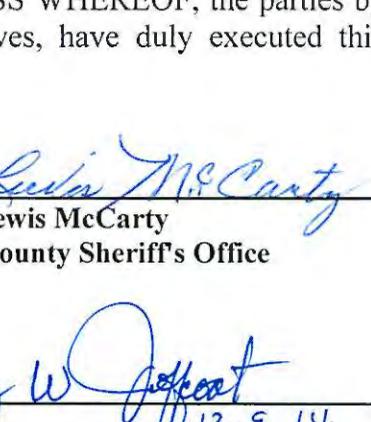
12. AMENDMENTS AND BINDING SUCCESSORS IN OFFICE

This agreement may be amended or modified only by written agreement of all parties. Each party agrees that any and all successors in interest to their office will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

IN WITNESS WHEREOF, the parties by and through their undersigned duly authorized representatives, have duly executed this agreement effective as of the date set forth above.



Sheriff A. Lewis McCarty
Lexington County Sheriff's Office



Chairman
Lexington County Council
12-9-14

Sheriff Leon Lott
Richland County Sheriff's Office

Chairman
Richland County Council

Chief Chris Wuchenich
USC Police Department

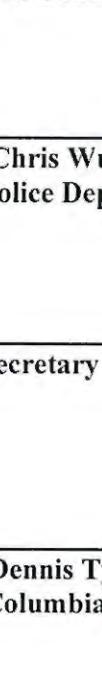
USC Secretary of the Board

Chief Dennis Tyndall
West Columbia Police Department

Chairman
West Columbia City Council



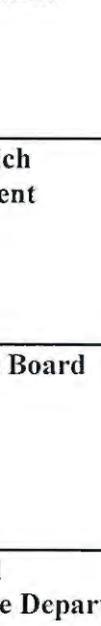
Witness



Witness



Witness



Witness



Chief Terrance Green
Lexington Police Department



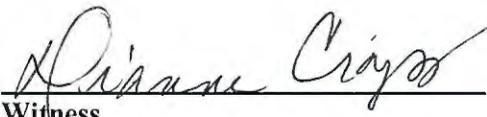
Chairman
Lexington Town Council

Chief Charles E. McNair
Cayce Department of Public Safety

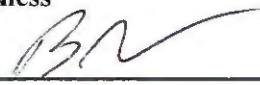
Chairman
Cayce City Council

Chief W.H. "Skip" Holbrook
Columbia Police Department

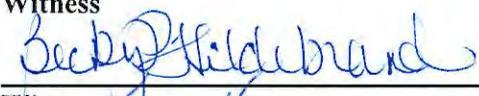
Chairman
Columbia City Council



Witness



Witness



Witness



Witness

Memorandum

To: Mayor and Council

From: Rebecca Vance, City Manager
Shaun Greenwood, Asst. City Manager
Monique Ocean, Planning & Zoning Technician

Date: January 27, 2015

Subject: First Reading of an Ordinance to rezone TMS# 004653-07-009(P), 004653-07-010, 004653-07-011, 004653-08-025, and 004655-01-002 (1419 Axtell Dr., 1407 Axtell Dr., 1401 Axtell Dr., Axtell Dr. *(not numbered)* and L Avenue *(not numbered)*).

ISSUE

Council approval is needed for the First Reading of an Ordinance to re-zone TMS# 004653-07-009(P), 004653-07-010, 004653-07-011, 004653-08-025, and 004655-01-002 (1419 Axtell Dr., 1407 Axtell Dr., 1401 Axtell Dr., Axtell Dr. *(not numbered)* and L Avenue *(not numbered)* to RS-4 *(Single-Family, small lots)*.

BACKGROUND/DISCUSSION

The applicant wishes to combine the multiple properties to develop a new subdivision consisting of 25 single family homes. Combining the properties will create an area of approximately 8.95 total acres.

The applicant requests to re-zone a portion (approx. 1.53 acres) of TMS# 004653-07-009 (1419 Axtell Drive). The property at 1419 Axtell is currently zoned RS-3.

TMS# 004653-07-010, 004653-07-011 and 004653-08-025 (1407 Axtell Dr., 1401 Axtell Dr., Axtell Dr.) were originally approved as a PDD that allowed for the construction of approximately 16 houses. The previous developer never followed through with the original plan. In order for the property to be developed, a new developer would have to comply with the existing approved plan. A PDD which does not include mixed uses is no longer legal and so it cannot be amended.

TMS# 004655-01-002 (L Avenue *(not numbered)*) does not have any approved plans on file. Any plans for the existing PDD would need to be approved by Council before the property can be developed.

The applicant requests the RS-4 zoning district because it allows smaller lot sizes. The minimum lot area in the RS-3 zoning District is 7,200 sq. feet and the minimum is 5, 000 sq. feet in the RS-4 zoning district. Single family homes are a permitted use in the RS-4 zoning district.

The Planning Commission considered the request for re-zoning at its regular meeting on January 26, 2015. The re-zoning request was opened for public hearing. Members of the public were present but no one signed in to speak. No one spoke in opposition to the re-zoning request.

The Planning Commission voted unanimously to recommend the requested re-zoning to an RS-4 zoning designation. The requested zoning is in compliance with the Comprehensive Plan.

RECOMMENDATION

The Planning Commission recommends Council approve first reading of an Ordinance to re-zone TMS# 004653-07-009(P), 004653-07-010, 004653-07-011, 004653-08-025, and 004655-01-002 (1419 Axtell Dr., 1407 Axtell Dr., 1401 Axtell Dr., Axtell Dr. *(not numbered)* and L Avenue *(not numbered)*) from RS-3 (Single-Family, small lots) to RS-4 (*Single-Family, small lots*).

DONE IN MEETING DULY ASSEMBLED, this _____ day of _____ 2015.

Elise Partin, Mayor

Attest:

Mendy Corder, Municipal Clerk

First Reading: _____

Second Reading and Adoption: _____

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

**CITY OF CAYCE
PLANNING COMMISSION
STAFF EVALUATION REPORT**

CASE NO. MA008(9)(10)-14

APPLICANT: Walter Taylor & Company

TYPE OF REQUEST: Rezoning

LOCATION/ADDRESS: 1419 Axtell, 1407 Axtell, L Avenue (Not Numbered),

TAX MAP NUMBER: TMS# 004653-07-009 (Portion), 004653-07-010, 004652-08-025,
004655-01-002

NUMBER OF ACRES: Approximately 8.95

EXISTING ZONING CLASSIFICATION: (PDD) Planned Development District, (RS-3)
Single Family Residential

REQUESTED ACTION:
The applicant requests to rezone the properties listed above to (RS-4) Single Family Residential, Small Lots.

COMPLIANCE WITH COMPREHENSIVE PLAN:
The proposed use of the property is in compliance with the Comprehensive Plan.

STAFF COMMENTS/CONCERNS:

The applicant plans to develop this property as a new 25 home subdivision. The request involves multiple properties that require rezoning and consolidation before a site plan can be approved. The property located at 1419 Axtell is currently zoned (RS-3) Single Family, Small Lot and the other properties are zoned (PDD) Planned Development District. The majority of this property was approved under a PDD that would have allowed the construction of approximately 16 houses. The previous developer never followed through with the original plan. In order for the property to be developed, the new developer will have to build exactly what the old plan states or the property will have to be rezoned. It is no

longer legal for PDD's to contain only residential elements. This means the PDD cannot be amended.

The applicant is requesting the (RS-4) Single Family, Small Lots district because it will allow lot sizes as small as 5,000 sq. ft. The surrounding residential areas are zoned PDD and RS-3. The total acreage for the request is larger than 2 acres so the applicant is able create the new RS-4 district.

Legend

-  Properties within 200 feet of Re-Zoning Request
- Re-Zoning Request**
-  004852-03-025
-  004853-07-009
-  004853-07-010
-  004853-07-011
-  004855-01-002
-  Property Lines
-  Railroads

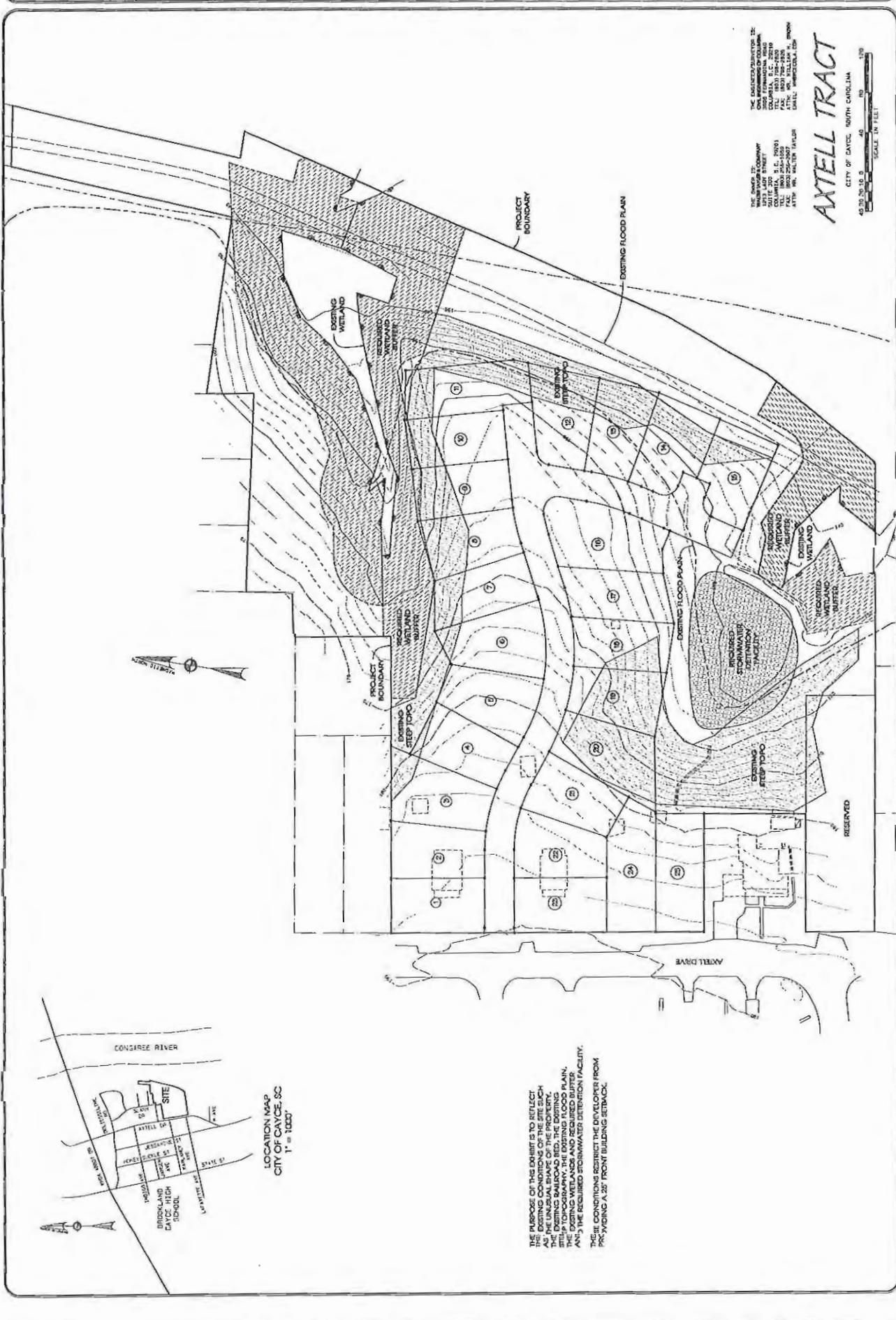
Re-Zoning Request
MA008, 009, 010-14



500 250 0 500 Feet



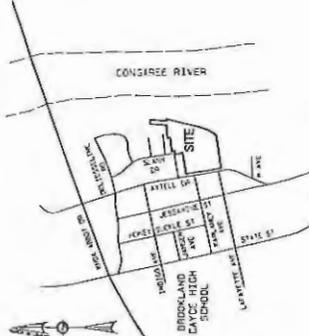
	JOB NUMBER 13110
	DESIGNER DAVID L. LEVERN CIVIL ENGINEER 1115 WEST 10TH STREET COLUMBIA, SOUTH CAROLINA 29201
	PROJECT FIRM HALTER TAYLOR & COMPANY 1115 WEST 10TH STREET COLUMBIA, SOUTH CAROLINA 29201
DATE NOV. 18, 2014	
SHEET NO. 1 OF 1	



AXTELL TRACT
 CITY OF CAYCE, SOUTH CAROLINA

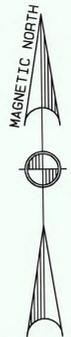
SCALE: 1" = 100'

THE ENGINEER'S REPORT IS:
 CIVIL ENGINEERING OF COLUMBIA
 1115 WEST 10TH STREET
 COLUMBIA, S.C. 29201
 TEL: (803) 251-1000
 FAX: (803) 732-2324
 WWW: HALTER-TAYLOR.COM



LOCATION MAP
 CITY OF CAYCE, SC
 1" = 1000'

THE PURPOSE OF THIS DRAWING IS TO REFLECT THE EXISTING CONDITIONS OF THE SITE IN ACCORDANCE WITH THE SUBDIVISION MAP ACT AND THE SUBDIVISION MAP ACT REGULATIONS. THE EXISTING FLOOD PLAIN, EXISTING WETLANDS, EXISTING WETLAND BUFFER, AND THE REQUIRED STORMWATER DETENTION FACILITY, SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF CAYCE, SOUTH CAROLINA ZONING ORDINANCES AND THE CITY OF CAYCE, SOUTH CAROLINA SUBDIVISION MAP ACT REGULATIONS. THE CITY OF CAYCE, SOUTH CAROLINA ZONING ORDINANCES AND THE CITY OF CAYCE, SOUTH CAROLINA SUBDIVISION MAP ACT REGULATIONS SHALL BE THE GOVERNING REGULATIONS FOR THIS PROJECT.



AXTELL DRIVE TRACT

CAYCE, SOUTH CAROLINA
30 20 10 0 30 60 90
SCALE IN FEET

City of Cayce
South Carolina

Planning Commission Zoning Map Amendment

Date Filed: 12-11-14

Request No: MA008-14

Fee: \$200

Receipt No: _____

A zoning map amendment may be initiated by the property owner(s), Planning Commission, Zoning Administrator, or City Council. If the application is on behalf of the property owner(s), all owners must sign. If the applicant is not an owner, the owner(s) must sign the Designation of Agent section.

THE APPLICANT HEREBY REQUESTS that the property described as above be considered for rezoning from RS-3 to RS-4

The justification for this change is as follows;

The rezoning of this parcel would allow for a single family residential development.

APPLICANT(S) [print]: Walter Taylor & Company
Address: 1213 Lady Street, Suite 300
Telephone: (803) 256-1050 [Business] _____ [Residence]
Interest: Owner(s): Agent of owner(s): X Other:

OWNER(S) [if other than Applicant(s)]: Randy Morgan
Address: 406 Glen Eagle Drive, Summerville, SC 29843
Telephone: (843) 832-2326 [Business] _____ [Residence]

PROPERTY ADDRESS: 1419 Ayell Drive
Lot _____ Block _____ Subdivision _____
Tax Map No. (a portion) 004653-07-009 Plat Book _____ Page _____
Lot Dimensions: _____ Area: [sq. ft. or acreage] 1.53
Deed restrictions/limitations on property: _____

DESIGNATION OF AGENT [complete only if owner is not applicant]
I (we) hereby appoint the person named as Applicant as my (our) agent to represent me (us) in this request.

Date: 11-18-14

Ray Allman
Owner signature(s)

I (we) certify that to the best of my (our) knowledge that the information contained herein is accurate and correct.

Date: 12/18/14

B. Walter Tandy

Applicant signature(s)

Official Use Only:
Property posted: 1-8-15 By: MO, SAM

Published in Newspaper on: 1-8-15

PLANNING COMMISSION: 1-26-15

RECOMMENDATION: Approval

CITY COUNCIL [1st Reading] _____

ACTION: _____

CITY COUNCIL [Final Reading] _____

ACTION: _____

Notice to applicant sent on _____ advising of Councils action. If approved a statement to the effect that our zoning maps and records now reflect the new zoning of the property. If disapproved, the reasons for disapproval, a statement that any other request for rezoning on the same piece of property will not be accepted for a period of one (1) year from Councils action.

City of Cayce
South Carolina

Planning Commission Zoning Map Amendment

Date Filed: 12-11-14

Request No: MAC09-14

Fee:

Receipt No:

A zoning map amendment may be initiated by the property owner(s), Planning Commission, Zoning Administrator, or City Council. If the application is on behalf of the property owner(s), all owners must sign. If the applicant is not an owner, the owner(s) must sign the Designation of Agent section.

THE APPLICANT HEREBY REQUESTS that the property described as above be considered for rezoning from PDD to RS-4

The justification for this change is as follows;
The rezoning of this parcel would allow for a single family residential development.

APPLICANT(S) [print]: Walter Taylor & Company
Address: 1213 Lady Street, Suite 300
Telephone: (803) 256-1050 [Business] [Residence]
Interest: Owner(s): Agent of owner(s): X Other:

OWNER(S) [if other than Applicant(s)]: Wayne Skipper
Address: P.O. Box 5072, West Columbia, SC 29171
Telephone: (803) 238-2879 [Business] [Residence]

PROPERTY ADDRESS: 1407 Astell Dr, 1401 Astell Dr & Astell Drive
Lot Block Subdivision
Tax Map No. 004653-07-010, 011 Plat Book Page
Lot Dimensions: Area: [sq. ft. or acreage] 2.17
Deed restrictions/limitations on property:

DESIGNATION OF AGENT [complete only if owner is not applicant]
I (we) hereby appoint the person named as Applicant as my (our) agent to represent me (us) in this request.

Date: 11/17/2014

Wayne Stepper
Owner signature(s)

I (we) certify that to the best of my (our) knowledge that the information contained herein is accurate and correct.

Date: 11/17/2014

W. A. Stepper

Applicant signature(s)

Official Use Only:

Property posted: 1-8-15 By: SAM, NCO

Published in Newspaper on: 1-8-15

PLANNING COMMISSION: 1-26-15

RECOMMENDATION: Approval

CITY COUNCIL [1st Reading] _____

ACTION: _____

CITY COUNCIL [Final Reading] _____

ACTION: _____

Notice to applicant sent on _____ advising of Councils action. If approved a statement to the effect that our zoning maps and records now reflect the new zoning of the property. If disapproved, the reasons for disapproval, a statement that any other request for rezoning on the same piece of property will not be accepted for a period of one (1) year from Councils action.

City of Cayce
South Carolina

Planning Commission Zoning Map Amendment

Date Filed: 12-11-14 Request No: MA010-14
Fec: _____ Receipt No: _____

A zoning map amendment may be initiated by the property owner(s), Planning Commission, Zoning Administrator, or City Council. If the application is on behalf of the property owner(s), all owners must sign. If the applicant is not an owner, the owner(s) must sign the Designation of Agent section.

THE APPLICANT HEREBY REQUESTS that the property described as above be considered for rezoning from PDD to RS-4

The justification for this change is as follows;

The rezoning of this parcel would allow for a single family residential development.

APPLICANT(S) [print]: Walter Taylor & Company
Address: 1213 Lady Street, Suite 300
Telephone: (803) 256-1050 [Business] _____ [Residence]
Interest: Owner(s): ___ Agent of owner(s): X Other: ___

OWNER(S) [if other than Applicant(s)]: Indigo Associates
Address: P.O. Box 8509, Columbia, SC 29202
Telephone: (803) 254-2125 [Business] _____ [Residence]

PROPERTY ADDRESS: L. Ave (not numbered)
Lot _____ Block _____ Subdivision _____
Tax Map No. 004655-01-002 Plat Book _____ Page _____
Lot Dimensions: _____ Area: [sq. ft. or acreage] 5.25
Deed restrictions/limitations on property:

DESIGNATION OF AGENT [complete only if owner is not applicant]
I (we) hereby appoint the person named as Applicant as my (our) agent to represent me (us) in this request.

Date: 11/17/2014

INDIGO ASSOCIATES LLC
BY: CHARLES C. THOMPSON, MANAGER

[Handwritten Signature]

Owner signature(s)

I (we) certify that to the best of my (our) knowledge that the information contained herein is accurate and correct.

Date: 11/17/2014

B. Warren Tuffy

Applicant signature(s)

Official Use Only:

Property posted: SAM, MD By: SAM, MD

Published in Newspaper on: 1-8-15

PLANNING COMMISSION: 1-26-15

RECOMMENDATION: Approval

CITY COUNCIL [1st Reading] _____

ACTION: _____

CITY COUNCIL [Final Reading] _____

ACTION: _____

Notice to applicant sent on _____ advising of Councils action. If approved a statement to the effect that our zoning maps and records now reflect the new zoning of the property. If disapproved, the reasons for disapproval, a statement that any other request for rezoning on the same piece of property will not be accepted for a period of one (1) year from Councils action.

Memorandum

To: Mayor and Council
From: Rebecca Vance, City Manager
Date: January 30, 2015
Subject: Discussion and Approval of the Hospitality Tax Grant Program Policies and Application

ISSUE

Council discussion and approval is needed for the Hospitality Tax Grant Program Policies and Application.

BACKGROUND/DISCUSSION

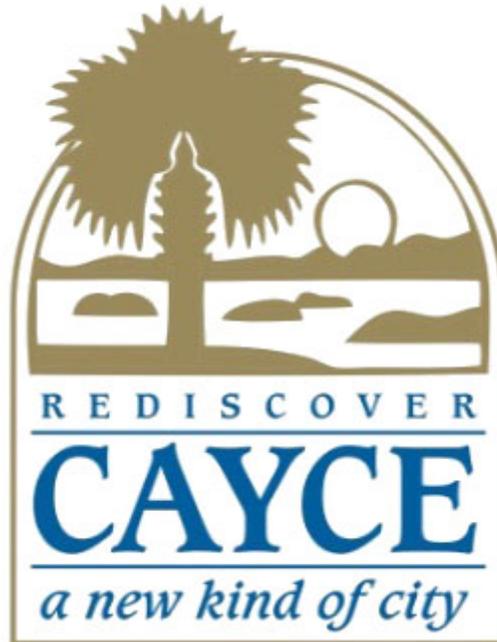
As discussed, Staff recommended creating a policy for the usage and granting of Hospitality Tax Funds. The attached policy and application outlines who is eligible to receive hospitality tax funds, the procedures and criteria for applying for these funds, how the applications will be approved, how payments of the funds will be administered and what reports will be required after the funds are utilized. Although there were not many actual, written policies for the use of hospitality tax funds in other municipalities, we were able to use the ones we found, along with other municipality's policies on accommodation's tax funds, to come up with best practices that we think our program should follow.

RECOMMENDATION

Staff recommends approval of the Hospitality Tax Grant Program Policies and Application.

City of Cayce

Hospitality Tax Grant Program Policies and Application



City of Cayce
1800 12th Street Extension
Post Office Box 2004
Cayce, South Carolina 29171
www.cityofcayce-sc.gov

INFORMATION

Local Hospitality Tax Law

According to the South Carolina Local Hospitality Tax Act, the revenue generated by the hospitality tax must be used exclusively for the following purposes (Section 6-1-730):

- (1) tourism-related buildings including, but not limited to, civic centers, coliseums, and aquariums;
- (2) tourism-related cultural, recreational, or historic facilities;
- (3) beach access and renourishment;
- (4) highways, roads, streets, and bridges providing access to tourist destinations;
- (5) advertisements and promotions related to tourism development; or
- (6) water and sewer infrastructure to serve tourism-related demand.

NOTE: A **tourist** is defined as a person who does not reside in but rather enters temporarily, for reasons of recreation or leisure, the jurisdictional boundaries of a municipality for a municipal project or the immediate area of the project for a county project. (Section 6-1-760).

Applicants are discouraged from requesting recurring costs in their application.

The primary purpose of this application MUST be tourism

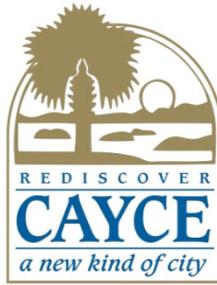
Allocation Criteria

Eligible entities must be non-profits providing a letter from IRS confirming nonprofit status **OR** Confirmation of registration with the SC Secretary of State's Office as a nonprofit.

Funds will be available to approved applicant organizations or events located in City of Cayce. The primary purpose of the application **MUST** be tourism. Currently there is a moratorium on the approval of any requests for organizations for events outside of the City of Cayce.

All applications for funding will be reviewed by City Staff, and the City Manager. After reviewing each application, recommendations will be made to City Council. City Council will make the final determination to accept or reject the recommendation.

Organizations requesting funds may be required to make a presentation to City Council. Council meetings are normally held on the first Tuesday of each month at 6:00 P.M. in Council Chambers at City Hall. A meeting notice will be forwarded to you in advance if recommendations from City of Cayce staff will be considered.



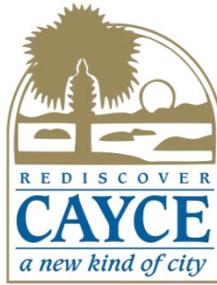
Applicant Procedures and Conditions

- A. Each applicant must include copies of financial statements for the last three (3) years or for the period of time for which the organization has been in operation.
- B. Project or event vendors will **NOT** be paid by the City of Cayce. Checks will be written only to the approved applicant.
- C. The City of Cayce **WILL NOT** award Hospitality Tax funds to individuals, fraternity or sorority organizations, religious organizations, or organizations that support and/or endorse political campaigns.
- D. As required by the Hospitality Tax Law, projects to be funded by Hospitality Tax funds must result in the attraction of tourists to the City of Cayce. Projects must benefit tourism in the City of Cayce.
- E. Priority will be given to projects that:
- Promote tourism in the City of Cayce.
 - Promote dining at restaurants and other eating and drinking establishments in the City of Cayce.
 - Promote and highlight the City of Cayce's historic and cultural venues, recreational facilities, and events.
- F. Within thirty (30) days following completion of the project, applicant must submit an Expenditure Report documenting all related expenses with copies of checks, invoices, and receipts. The report must show (1) the number of people that attended the event, (2) how many people attended that live outside Cayce, and (3) information on how this number was determined (such as a sign-in log, counting vehicle tags, etc.). A form for this purpose will be provided. After the Expenditure Report has been reviewed and approved by the City Staff, a check will be issued by the City's Finance Department for reimbursement of the previously approved amount. Request for reimbursement must be on letterhead from the organization funded, including a valid contact number and address.
- G. Requests are received with required backup (copies of invoices/contracts). Checks will not be released without an IRS Form W-9, Statement of Assurance, and a full budget for the project on file. Please note: Other sources of funding must be included in each project budget. The process of receiving a check, after receipt of eligible back up, takes approximately 10-14 business days.
- H. Quarterly allocations are made when applicable. A portion of funding may be obtained in advance but back up must be submitted within 30 days after event.

- I. Expenses not previously identified in the Hospitality Tax Grant Application will not be reimbursed.
- J. The sponsoring agency shall not discriminate on the basis of race, color, national origin, sex, religion, age or handicapped status in employment or provision of services.
- K. Unspent funding must be returned to the City of Cayce Hospitality Tax Funds. If your organization is found to have spent funding in any other way than as described and approved per your application, funding must be returned to the City of Cayce Hospitality Tax Funds.

Deadline for Submitting Application Form

For calendar year 2015, applications will be accepted and approved as received. For calendar year 2016, all applications will be due by November 16, 2015. Approvals will be made at the first council meeting in January 2016.



INSTRUCTIONS

PLEASE READ AND REVIEW CAREFULLY!

Instructions for Submitting Application

The application may be e-mailed to tyates@cityofcayce-sc.gov , mailed to Hospitality Tax Grant Application, City of Cayce, PO Box 2004, Cayce, SC 29033, **OR** hand delivered to City Hall, 1800 12th Street.

CHECK THE FOLLOWING BEFORE AND AFTER COMPLETING THE APPLICATION

1. Have you read the Hospitality Tax Law (Section 6-1-730] to ensure your project is eligible for Hospitality Tax funding?
2. Have you provided a detailed list of budget expenditures for your project?
3. Is the information complete and accurate and has "N/A" been entered on items not applicable?
4. Have you attached financial statements for the last three (3) years or for the period of time for which the organization has been in operation if less than three (3) years?
5. Has the application been **SIGNED BY AN AUTHORIZED OFFICER** of the organization?

Applications submitted on any other form will not be considered for funding.

Having read the above instructions, you are now ready to proceed to the Hospitality Tax Grant Application.

CITY OF CAYCE

Hospitality Tax Grant Application

Project Information	
Project Start Date	Amount Requested \$
Project Completion Date	Date Submitted
Project Name	
Project Address/Location	
Organization Information	
Organization	
Mailing Address	
City ST ZIP	
Telephone	Cell
Fax	E-Mail
How long has this organization or corporation existed? _____ Year(s)	

Project Description

Tourist Information

What is the estimated number of tourists to be attracted by this project? _____

Explain how the number of tourists will be calculated (surveys, forms, license plates, etc.).

Explain how the requested dollars will increase tourism, financially impact tourism-related businesses in the City of Cayce, and how this impact is being determined.

Itemize Total Expected Project Costs	
Itemize Total Expenses Below	Dollar Amount

Total Cost of Project	

Detail How the City's Hospitality Tax Grant Request Will Be Expended	
Detail Expense Items	Dollar Amount
Amount Requested (must equal <i>Amount Requested</i> on first page of	

List All Sources of Funds for the Proposed Project		
Sources of Funds	Indicate Status of Funds (Proposed, Requested, Received)	Dollar Amount
Total Budget		

Statement of Assurances/Certification

Upon grant application acceptance and funding award, applicant agrees that financial records, support documents, statistical records, and all other records pertinent to Hospitality Tax funding shall be retained for a period of three years. All procurement transactions, regardless of whether negotiated or advertised, shall be conducted in a manner that provides maximum competition. The grant recipient shall establish safeguards to prohibit employees from using their positions for a purpose that has the appearance of being motivated by a desire for private gain for themselves or others. All expenditures must have adequate documentation. All accounting records and supporting documentation shall be available for inspection by the

City of Cayce upon request. No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by Hospitality Tax funds. Employment made by or resulting from Hospitality Tax funding shall not discriminate against any employee or applicant on the basis of handicap, age, race, color, religion, sex, or national origin. None of the funds, materials, property, or services provided directly or indirectly under Hospitality Tax funding shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. The applicant hereby certifies that the information submitted as part of this application is accurate and reliable. Any change/and or variation must be reported immediately, otherwise funding may be withheld.

Applicant Signature

Printed Applicant Name

Date

Organization Contact Information

Organization

Contact Person

Mailing Address

City ST ZIP

Telephone

Cell

Fax

E-Mail

For Hospitality Tax Advisory Committee Use

CITY OF CAYCE

Hospitality Tax Grant Application

Project Information	
Project Start Date 01/01/2015	Amount Requested \$ 3070
Project Completion Date 04/12/2015	Date Submitted 01/27/2015
Project Name CAYCE SERVES TENNIS TOURNAMENT	
Project Address/Location 1120 Fort Congaree Trail Cayce, SC 29033	

Organization Information	
Organization Cayce Public Safety Foundation	
Mailing Address PO Box 5422	
City ST ZIP Cayce, SC 29171	
Telephone 803-550-9529	Cell 803-622-7247
Fax	E-Mail MFant@amsvcs.com
How long has this organization or corporation existed? <u>5</u> Year(s)	

Project Description
<p>The third annual CAYCE SERVES Tennis Tournament will be held on April 11, 2015. The tournament will be held at the Cayce Tennis and Fitness Center, which was nationally recognized as an Outstanding Facility by USTA. The event is a USTA sanctioned, one day tournament that will attract over ninety players from across the state plus family and friends. Last year there were entrants from as far away as Maryland. The site is in a strategic area of Cayce, where players and guests can enjoy the natural beauty of the City by walking the trails that lead to the Riverwalk, which is only a few steps away from the complex. Enough excitement has been generated by the past two tournaments to where players are now asking, "When is the next Cayce Tournament?"</p> <p>Cayce businesses are also vested in it's growth. Eleven of the cash sponsors last year are Cayce businesses, and four are from outside the area. Seven are statewide or national corporations. There were over thirty companies that provided in-kind donations, ranging from national chains to local businesses. The exposure is growing from a tourism and positive PR standpoint for the City.</p> <p>The net proceeds from the tournament benefit the Cayce Public Safety Department, which includes Police, Fire and Animal Control. Purchases made last year include:</p> <p>5 sets of boots and flash hoods for the Fire Department: \$1,496.02 6 Laser Model 11003 Tasers, 6 magazines and 6 Holsters for the Police Department: \$6,412.28 2 Fans and 2 Power cords for the Animal Shelter: \$487.24</p> <p>Smoke detectors and other equipment for the Animal Shelter were also purchased by the foundation.</p> <p>The goal this year is to be able to provide more tasers and 800MHz radios for the officers.</p>

Tourist Information

What is the estimated number of tourists to be attracted by this project? 150

Explain how the number of tourists will be calculated (surveys, forms, license plates, etc.).
USTA registration and visitor counts.

Explain how the requested dollars will increase tourism, financially impact tourism-related businesses in the City of Cayce, and how this impact were determined.

Development and business is growing in the City of Cayce. With that comes more responsibility by the City and the Cayce Public Safety Department to provide an atmosphere that is free from crime, abides codes and serves the citizen's and business' needs. The Cayce Public Safety Foundation's mission is to be able to provide supplies limited by budget constraints in order to aid City of Cayce Public Safety Officers and Firefighters in doing their job. The tournament is a primary source to be able to provide those funds.

A clean, safe, friendly City is the foundation for increasing tourism. Without it, new development and business will not succeed for very long. Positive, health conscious and family friendly activities have proven to be a draw at the Cayce Tennis and Fitness Facility. The CAYCE SERVES Tennis Tournament promotes the lifestyle that increases tourism in a positive way.

Players and guests also sample food provided by local restaurants at the tournament. The last 2 years, lunch was provided by Maurice's and Sub Station II. Players and guests also see medals being provided to winners by The Trophy and Gift Shop. Jewelry Warehouse, D's Wings, The Kingsman, Red Lobster, Vella's, Bi-Lo, ACE Hardware, Cayce Farmer's Market and others also provide in-kind support through donations to Player's gift bags, water, breakfast bars, etc. and create the exposure to our local businesses. Players and guests visit these establishments both immediately after the tournament and in the future. It is exposure they may never have otherwise had. The businesses mentioned are also repeat sponsors, which shows the adverting through gift cards, hats, food, posters and flyers at the event, etc. is bringing them the desired effect; which is customers in their establishments.

SCANA was the primary sponsor last year, which also indicates their commitment to the community and to an organization that is bringing people into our "Gem of a CITY"!

Itemize Total Expected Project Costs	
Itemize Total Expense Below	Dollar Amount
Food	700.00
Player T-Shirts	800.00
Court Fees	150.00
Balls	100.00
Advertising	500.00
Print/Signs	500.00
USTA Membership/ Tournament Fee	70.00
Prizes	100.00
Postage/Envelopes/Office Supplies	150.00
Total Cost of Project	3070

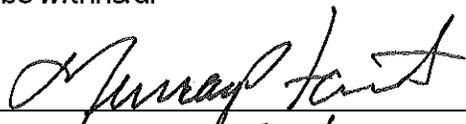
Detail How the City's Hospitality Tax Grant Request Will Be Expended	
Detail Expense Items	Dollar Amount
Food	700.00
Player T-Shirts	800.00
Court Fees	150.00
Balls	100.00
Advertising	500.00
Print/Signs	500.00
USTA Membership/Tournament Fee	70.00
Prizes	100.00
Postage/Envelopes/Office Supplies	150.00
Amount Requested (must equal <i>Amount Requested</i> on first page of application)	3070

List All Sources of Funds for the Proposed Project		
Sources of Funds	Indicate Status of Funds (Proposed, Requested, or	Dollar Amount
Sponsors	Proposed	8,500.00
Registration Fees	Proposed	2,000.00
Total Budget		10,500.00

Statement of Assurances/Certification

Upon grant application acceptance and funding award, applicant agrees that financial records, support documents, statistical records, and all other records pertinent to Hospitality Tax funding shall be retained for a period of three years. All procurement transactions, regardless of whether negotiated or advertised shall be conducted in a manner that provides maximum competition. The grant recipient shall establish safeguards to prohibit employees from using their positions for a purpose that has the appearance of being motivated by a desire for private gain for themselves or others. All expenditures must have adequate documentation. All accounting records and supporting documentation shall be available for inspection by the City of Cayce upon request. No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by Hospitality Tax funds. Employment made by or resulting from Hospitality Tax funding shall not discriminate against any employee or applicant on the basis of handicap, age, race, color, religion, sex, or national origin. None of the funds, materials, property, or services provided directly or indirectly under Hospitality Tax funding shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. The applicant hereby certifies that the information submitted as part of this application is accurate and reliable. Any change and or variation must be reported immediately, otherwise funding may be withheld.

Applicant Signature



Printed Applicant Name

MURRAY FANT

Date

1/27/2015

Organization Contact Information

Organization Cayce Public Safety Foundation

Contact Person Murray Fant

Mailing Address PO Box 5422

City ST ZIP Cayce, SC 29033

Telephone (803) 791-4651

Cell 803-622-7247

Fax

E-Mail MFant@amsvcs.com

For Staff Use

**CAYCE SERVES TENNIS TOURNAMENT
2014**

DONOR	REVENUE	EXPENSES	Deposit Date	COMMENTS	ADDRESS
SCE&G	\$2,500.00		02/28/2014		See letter
Sub Station II	\$300.00		03/11/2014	rec'd 3/7/14	503 Knox Abbott
CMC Steel	\$300.00		04/02/2014	Rec 2/28 BF, rec 4/2 cpsf	
Love Chevrolet	\$300.00		02/25/2014		Box 8387 Cola 29202
SCB&T	\$300.00		03/25/2014	Rec'd 3/24	Box 2568 Cola 29202
National Safety Council SC Chapter	\$250.00		02/25/2014		121 Ministry Dr 29063
American Security	\$250.00		02/25/2014		2319 Old Frink St
Shealy Electric	\$250.00			Rec'd 3/3	120 Saxe Gotha 29172
Woman's Club of Cayce	\$100.00		02/25/2014		Box 4273 w col 29171
Cayce Avenues Association	\$100.00		03/25/2014		Box 3072 29171
Pyramid Contracting	\$100.00		02/25/2014		1108A Lykes Ln 29063
HealthSource	\$100.00		03/11/2014	Rec'd 2/28	Box 3709 w col 29171
Lawmen's	\$100.00		03/25/2014	Rec'd 3/19	3319 Anvil Pl Ral 27603
The Trophy & Gift Shop	\$100.00		02/28/2014		911 12th St 29033
Southern First	\$100.00		02/28/2014		190 Knox Abbott
Jennie Jordan	\$50.00		02/28/2014		810 N Ave
Kirsten Davis	\$10.00		03/11/2014	rec'd 3/7/14 cash	
Sharon Dovell	\$100.00		03/11/2014	rec'd 3/8/14	917 N Ave
Judy Hall	\$30.00		03/11/2014	rec'd 3/5/14	2600 Taylor Rd 29033
Boot Donations	\$11.25		03/11/2014	rec'd 3/8/14	
TOTAL DONOR REVENUE	\$5,351.25				
REGISTRATION FEES	\$1,944.00				
Cash REGISTRATION FEE	\$30.00		03/11/2014		
Check REGISTRATION FEE	\$30.00		03/11/2014	P. Amick ck # 2300, \$30	
REGISTRATION FEE REFUNDS					
TOTAL REGISTRATION FEES	\$2,004.00				
MINUS TOTAL REFUNDS	\$0.00				
NET REGISTRATION FEES	\$2,004.00				
TOTAL REVENUE	\$7,355.25				
Threads (T-Shirts)		\$600.00			
Maurice's Piggie Park		\$535.00			
Sub Station II		\$128.57			
Cayce Tennis Ctr (court fees)		\$150.00			
Total Tennis (balls)		\$71.25			
USTA Membership				Kay Paid \$30.00	
Tournament fee				Kay Paid \$35.00	
Fruit		\$52.51			
TOTAL EXPENSES		\$1,537.33			
NET PROFIT	\$5,817.92				

CAYCE SERVES TENNIS TOURNAMENT

2013

DONOR	REVENUE	EXPENSES	NET PROFIT	Deposit Date	COMMENTS
CMC Steel	\$300.00			04/12/2013	
National Safety Council SC Chapter	\$250.00			04/12/2013	
American Security	\$250.00			04/12/2013	
Pretty Pictures	\$100.00			04/12/2013	
David Diamond & Assoc.	\$100.00			04/12/2013	
Woman's Club of Cayce	\$100.00			04/17/2013	
Pyramid Contracting	\$100.00			04/17/2013	
Lawmen's	\$100.00			04/17/2013	
The Trophy & Gift Shop	\$100.00			04/17/2013	
Southern First	\$100.00			04/17/2013	
Sub Station II	\$300.00			04/23/2013	Earmarked for Animal SVCs
Sharon Dovell	\$25.00			04/23/2013	check
Ann Malpass	\$21.87				\$21.87 cash for Krispy Kreme
Judy Hall	\$30.00			04/23/2013	cash
Boot Donations	\$65.00			04/23/2013	cash
TOTAL DONOR REVENUE	\$1,941.87				
REGISTRATION FEES	\$2,361.00				
CASH REGISTRATION FEE	\$30.00			04/23/2013	For Stephanie Johnson
REGISTRATION FEE REFUNDS		\$135.00			5 withdrawals, sent 4/23/13
TOTAL REGISTRATION FEES	\$2,391.00				
MINUS TOTAL REFUNDS		\$135.00			
NET REGISTRATION FEES	\$2,256.00				
TOTAL REVENUE	\$4,197.87				
River Printing (T-Shirts)		\$672.96			Initial order
River Printing (T-Shirts)		\$444.76			Extra Order
Maurice's Piggie Park		\$508.25			100 \$5.00 lunches
Sub Station II		\$96.25			25 full size sandwiches
Cayce Tennis Ctr (court fees)		\$150.00			Court Fees
Total Tennis (balls)		\$74.10			26 cans (estimate)
Krispy Kreme		\$21.87			6 dzn (buy 1 get 1 cpns-Ann)
USTA Membership					\$35.00 Pd by KH
Tournament fee					\$43.00 Pd by KH
TOTAL EXPENSES		\$1,968.19			
NET PROFIT			\$2,229.68		

CAYCE SERVES IN KIND DONATIONS (SUPPLIES/FOOD/DRINKS)

2014

Donor	ITEMS DONATED	CONTACT NAME	CONTACT INFO	VALUE
Kwik Way	2) 32 pk Coke, 1) 32 pk Sprite, 2) 32 pk Diet Coke	Skip Cripps	(803)429-5292 skip@kwikwaystores.com	
City of Cayce	Hand Sanitizer for gift bags, City of Cayce Museum Passes	Mendy Corder, Rebecca Rhodes, Leo Redmond		
Terri Camp	2 Boxes of Chips (Variety)	Terri Camp	803-413-4626 tcamp@irf.sc.gov	
Bi-Lo		Ray Doucett	300 Knox Abbott(803) 926-0312 mgr1-5723@bi-lo.com	
Tina Dantzler	200) plates, napkins, 200)cups	Tina	(803)796-5960	
HT Hackney	4 boxes nature valleybars, 3 boxes power bars	Oscar Perez	PO Box 3756 W Cola, Sc 29171 (803)791-7000	
American Security	5 cases bud light, 5 bottles Champagne	Murray Fant	2319 Old Frink St(803)622-7247 Mfant@amsvcs.com	
KH	USTA Mem., Tourn Fee			
HEALTHSOURCE	80) 1/2 Hr Massage Gift Certificates, Biofree	Dr. Karen Carew	(803)667-3834 tsizemore@healthsourcechiro.com	
HealthSource	Massage therapist at tennis center	Kelly	7453 Irmo Dr. Ste. A Irmo, 29212	
Chik-Fil-A		2299 Augusta Rd 29169	(803)939-1600	
Maurice's		PO Box 6847 W Cola 29171 Chris	(803)796-0220 piggiepark@yahoo.com	
Pamme Eades		Pamme	(803)730-5487 pamme@att.net	
Joan Roland	Bowls, frames, plastic cups			
Ann Malpass	4 dozen Krispy Kreme Donuts			
Lexington Medical Center	100 bags			
Pamme Eades	Orange Juice, Nutri-Grain Bars, water, yogurt		(803)730-5487	

CAYCE SERVES IN KIND Donations for Raffle Drawing

2014

NAME	DONATION		AMT EA	TOTAL	# of drawings
AMF Park Lanes	Bowling Party Gift Cert.				1
Jewery Warehouse	1) men's & 1) women's Fossil watch				2
Cayce Tennis & Fitness Center	Free fitness center membership				1
	\$40 Court Fees				1
	Goodies				1
Advanced Auto	Cae Wash Bucket				1
Lowntown Beauty Salon	Gift Cert		\$19.00	\$19.00	1
Lowntown Beauty Salon	Gift Cert		\$20.00	\$20.00	1
Reid's	\$25 Gift Coupon		\$25.00	\$25.00	1
Ocean View	Gift Certificate		\$10.00	\$10.00	1
Hunter-Gatherer Brewery & Alehouse	2 gift cards		\$25.00	\$50.00	2
Murray's	Gift Certificate		\$10.00	\$20.00	2
D's Wings	Gift Card		\$25.00	\$25.00	1
The Kingsman Restaurant	5 gift cards		\$10.00	\$50.00	5
SCB&T	2) trunk organizers, 1) emergency kit, 80 ccozies				3
Café Strudel	Gift Card				
West Columbia Animal Clinic	1 free bath gift cert.				1
Van Crest Animal Hospital	Free teeth clean				1
Reid's	\$25 gift card		\$25.00		1
Red Lobster	\$5 Gift Certificates		\$5.00	\$40.00	8
Cayce Public Safety	Animal Adoption				1
Cayce Department of PS	2 Free Blue Address Signs				2
Adventure Carolina	Gift Certificate (two people - Tube Launch)				1
Roland's	2) Moen shower heads				2
Pisati Creations	Palmetto pen/pencil set				1
Ruby Tuesday	Gift Card		\$20.00		1
Todd & Moore	4) New balance shirts, 2) K-Swiss towels, 2) water bottles				8
Chick Fil La	3) gift sets w/ 2 adult & 2 child meals, & stuffed cow				3
Tripp Clark	One Session Personal Training(at Training Center)				1
Vella's	Gift Cards x 5		\$15.00	\$75.00	5
Vella's	3 hats, 2 T-Shirts				5
Maurice's Piggie Park	Gift cards x 10		\$10.00	\$100.00	10
	5) sauce				5
Angie	jewelry		\$5.00	\$5.00	1
ACE Hardware	Cooler				1
Palmetto Distributors	4 hats, 1 side armour bag				5

**CAYCE SERVES IN KIND Donations for Raffle Drawing
2013**

NAME	DONATION	AMT EA	TOTAL	# of drawings
AMF Park Lanes	Free bowling party (25 People)	\$300.00	\$300.00	1
Family Circle Cup	Dunlap Tennis Raquet			1
Lynda Nyberg's Creations	two wine glasses			2
Jewery Warehouse	womens fossil watch			1
Cayce Tennis & Fitness Center	Free fitness center membership	\$175.00	\$175.00	1
	55 and over	\$125.00	\$125.00	
	Addidas T-Shirt, Addidas Head Band,			1
	Head T-Shirt,Key Chain,Wrist Bands			1
	Addidas Clip Board and notebook			1
	\$40 Court Fees	\$40.00	\$40.00	1
Advanced Auto	Car Wash Bucket	\$40.00	\$40.00	1
Reid's	Gift Coupon	\$25.00	\$25.00	1
2108 State	Gift Coupon X 2	\$20.00	\$40.00	2
Ocean View	Gift Certificate X 2	\$20.00	\$40.00	2
Amazon	Gift Card x 2	\$25.00	\$50.00	2
Hunter-Gatherer Brewery & Alehouse	Gift Card x 2	\$25.00	\$50.00	2
Murray's	Gift Certificate	\$25.00	\$25.00	1
D's Wings	Gift Card	\$20.00	\$20.00	1
The Kingsman Restaurant	Gift Certificate x 3	\$10.00	\$30.00	3
Café Strudel	Gift Certificate	\$20.00	\$20.00	1
West Columbia Animal Clinic	Gift Certificate (Dog Bath)	\$30.00	\$30.00	1
Red Lobster	Gift Certificate	\$5.00	\$40.00	4
Cayce Department of PS	One Free Blue Address Sign			1
Adventure Carolina	Gift Certificate (two people - Tube Launch)			1
Todd & Moore	Swiss Bag/Water Bottle/Towel x 4			4
Chick Fil La	Gift Bags			3
	1. Free Small Chick-Fil -A Tray/1 Free Fudge Brownie Sundae/Small Hand-Spun Milkshake			
	2. Chick-Fil-A Small Tray/Ball/Chick-Fil-Sandwich Meal/Free Kids Meal			
	3. Chick Fil A Small Tray/Visor/Chick Fil A Sandwich Meal/Kids Meal/Fudge Brownie			
Tripp Clark	One Session Personal Training(at Training Center)			1
Vella's	Gift Cards x 5	\$15.00	\$75.00	5
Maurice's Piggie Park	Gift Cards x 10	\$10.00	\$100.00	10
	5 sauce gift boxes			5
Angie's Creations	hummingbird feeder	\$20.00	\$20.00	1
Jennie Jordan	2) \$25 Amazon Gift Cards	\$25.00	\$50.00	2
Chili's	28 Kid's meal coupons			
ACE Hardware	Water Cooler			1
Palmetto Distributors	1) Flashlight, 2) boot knives			3
Total				68

**CPSF Treasurer's Report
period ending 12/31/2014**

Date	Beginning Balance	Deposits	Type	Expenses	Type	Ending Balance
12/01/2014	\$ 2,631.46					
		\$ 0.45	Interest			
				\$ 3.00	Service Fee	
12/31/2014		\$ 0.45		\$ 3.00		\$ 2,628.91

**CPSF Treasurer's Report
period ending 10/30/2014**

Date	Beginning Balance	Deposits	Type	Expenses	Type	Ending Balance
10/01/2014	\$ 2,420.23					
		\$ 0.41	Interest			
				\$ 3.00	Service Fee	
10/31/2014		\$ 0.41		\$ 3.00		\$ 2,417.64

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 16 2010

CAYCE PUBLIC SAFETY FOUNDATION
C/O STEVEN J BROWN
1800 TWELFTH ST EXT
CAYCE, SC 29033

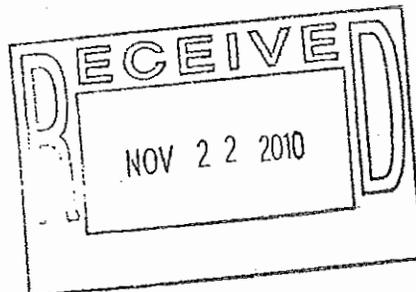
Employer Identification Number:
27-3320607
DLN:
17053295336000
Contact Person:
DALE T SCHABER ID# 31175
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
August 18, 2010
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.



Letter 947 (DO/CG)

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Incorporation, Nonprofit Corporation

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

CAYCE PUBLIC SAFETY FOUNDATION,
a nonprofit corporation duly organized under the laws of the State of South Carolina on August 18th, 2010, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed a Declaration and Petition for Incorporation of a nonprofit corporation for Religious, Educational, Social, Fraternal, Charitable, or other eleemosynary purpose.

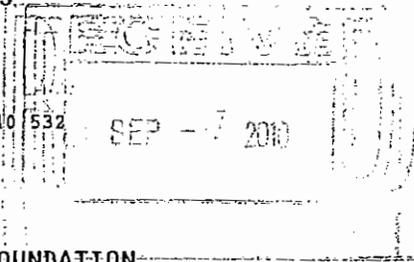
Now, therefore, I Mark Hammond, Secretary of State, by virtue of the authority in me vested by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto, do hereby declare the organization to be a body politic and corporate, with all the rights, powers, privileges and immunities, and subject to all the limitations and liabilities, conferred by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto.

Given under my Hand and the Great Seal of the State of South Carolina this 18th day of August, 2010.


Mark Hammond, Secretary of State

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

004580.776592.0013.002 1 SP 0.440 532



Date of this notice: 08-30-2010

Employer Identification Number:
27-3320607

Form: SS-4

Number of this notice: CP 575 E

CAYCE PUBLIC SAFETY FOUNDATION
% STEVEN J BROWN
1800 TWELFTH STREET EXTENSION
CAYCE SC 29171

For assistance you may call us at:
1-800-829-4933

04580

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 27-3320607. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax Exempt Status for Your Organization, has details on the application process, as well as information on returns you may need to file. To apply for formal recognition of tax-exempt status, most organizations will need to complete either Form 1023, Application for Recognition Under Section 501(c)(3) of the Internal Revenue Code, or Form 1024, Application for Recognition of Exemption Under Section 501(a). Submit the completed form, all applicable attachments, and the required user fee to:

Internal Revenue Service
PO Box 12192
Covington, KY 41012-0192

The Pension Protection Act of 2006 contains numerous changes to the tax law provisions affecting tax-exempt organizations, including an annual electronic notification requirement (Form 990-N) for organizations not required to file an annual information return (Form 990 or Form 990-EZ). Additionally, if you are required to file an annual information return, you may be required to file it electronically. Please refer to the Charities & Non-Profits page at www.irs.gov for the most current information on your filing requirements.

CITY OF CAYCE
**Hospitality Tax Grant
 Application**

Project Information	
Project Start Date March 26, 2015	Amount Requested \$ 18,000.00
Project Completion Date March 29, 2015	Date Submitted January 18, 2015
Project Name Tartan Day South	
Project Address/Location Historic Columbia Speedway 2001 Charleston Hwy. Cayce, SC 29033	

Organization Information	
Organization The River Alliance	
Mailing Address 420 Rivermont Drive	
City ST ZIP Columbia, SC 29210	
Telephone 803-765-2200	Cell 803-665-7620
Fax 803-765-9600	E-Mail johnbanks@columbiaspeedway.com
How long has this organization or corporation existed? <u>16</u> Year(s)	

Project Description
<p>Tartan Day South is a four day celebration of Celtic Culture. Americans of Scottish descent have played a vibrant and influential role in the development of the United States. From the framers of the Declaration of Independence to the first man on the moon. Eleven million Americans claim Scottish and Scotch-Irish roots -- making them the eighth largest ethnic group in the United States. Congress has designated April 6th National Tartan Day. The largest population of Scotch-Irish descendents outside of New York reside in South and North Carolina. The festival is designed to grow into the largest Tartan Day Celebration in the Southeast.</p> <p>Tartan Day South is a festival built around the ancient Scottish sports, Highland Games. The festival also includes traditional and current Celtic music, massed bag pipe bands, traditional dancing exhibitions, herding exhibitions, Celtic Clans, genealogy, Axe throwing and archery exhibitions, fencing exhibitions, medieval encampment, falconry, and much more. We host the largest Classic British Car Show in South Carolina with over 150 incredible machines from many states.</p> <p>Tartan Day South has been spread over four days to encourage longer stays by our travelers. These travelers came from 13 states and hundreds of Zip Codes in SC outside of 50 miles of Cayce in 2014. Other large Tartan Day Celebrations are in New York, Washington D. C. and San Francisco. We hope to make Cayce the destination for those Celtic Americans to celebrate this National Holiday in the Southeast.</p>

Tourist Information

What is the estimated number of tourists to be attracted by this project? 3,000 (and 7,000 locals)

Explain how the number of tourists will be calculated (surveys, forms, license plates, etc.).

We ask for Zip Codes and the number in their parties as each patron enters the gate to all the events each day. We then confirm the location of the zip code and devise a report of where our visitor have traveled . This also give us an idea of how many days that many of our patrons are staying. We count those folks from outside 50 miles of 29033 to be tourists. We are also collecting e-mail addresses on our new web site as people enter. We will be surveying those people as well. We also have an incredible Facebook reach. Through our Social Marketing Consultant we had 46,457 people interacting with our page the week of the event in 2014. We plan to further survey on Facebook in 2015.

Explain how the requested dollars will increase tourism, financially impact tourism-related businesses in the City of Cayce, and how this impact were determined.

The biggest budget item for us is of course Advertising and Marketing. Getting the word out is a very difficult task because patrons get their information from so many different medias today. We know that we generally have to touch someone six times for it to register with them. We have done a very good job growing each year by expanding our that part of our budget almost 25% per year. The additional dollars will all be earmarked to grow those marketing efforts through many avenues billboard, TV, radio, Celtic publications, newspapers, internet media, and social networking. Those additional touches are the most integral cog in building the festival to 25,000 attendees by the end of the decade. We also have been building our brand awareness in person by having booths at 13 other Highland Games festivals throughout the Southeast and with booths at St. Patty's Day Celebrations in Savannah and Columbia as well as at Columbia's Home and Garden Show in March each year.

We know the impact of the festival through talking with our local businesses. The Cayce Farmers Market down the street tells us they have one of their largest sales days of the year on that Saturday with tons of new faces from the event. Vella's, D's Wings, and Murray's have made comments about kilted people visiting during the run of the festival. We know even the folks inside 50 miles who are eating and visiting our Cayce businesses during their trip to and from the event.

We also estimate an economic impact through SCPRT guidelines. That impact using the most conservative models in 2014 was 1.2 million dollars. This impact will only grow as the event attendees grow. We are adding the the additional assets of a stay in Cayce to the event web site this year to promote more things to do during their visit.

Itemize Total Expected Project Costs	
Itemize Total Expense Below	Dollar Amount
Logistics Expenses	\$12,000
Entertainers, Exhibitors, and Sound	\$17,500
Athletics	\$1,500
Misc Labor and Sales Commissions	\$3,000
Rooms for Bands and Judges	\$1,600
Event Insurance	\$1,600
Advertising and Marketing	\$25,000
Amusement Taxes	\$1,600
Awards, photographer and other small costs	\$500
Total Cost of Project	\$64,300

Detail How the City's Hospitality Tax Grant Request Will Be Expended	
Detail Expense Items	Dollar Amount
Billboards	\$3,500
Themed Publications	\$1,500
Newspapers	\$1,500
Radio out of market	\$3,000
Coordinator Travel Marketing at 13 Events	\$3,000
Social Media Consultant	\$500
TV	\$1,000
Print Marketing Materials	\$2,000
Web Advertising	\$2,000
Amount Requested (must equal <i>Amount Requested</i> on first page of application)	\$18,000

List All Sources of Funds for the Proposed Project		
Sources of Funds	Indicate Status of Funds (Proposed, Requested, or	Dollar Amount
Separate form attached		
	Total Budget	

Statement of Assurances/Certification

Upon grant application acceptance and funding award, applicant agrees that financial records, support documents, statistical records, and all other records pertinent to Hospitality Tax funding shall be retained for a period of three years. All procurement transactions, regardless of whether negotiated or advertised shall be conducted in a manner that provides maximum competition. The grant recipient shall establish safeguards to prohibit employees from using their positions for a purpose that has the appearance of being motivated by a desire for private gain for themselves or others. All expenditures must have adequate documentation. All accounting records and supporting documentation shall be available for inspection by the City of Cayce upon request. No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by Hospitality Tax funds. Employment made by or resulting from Hospitality Tax funding shall not discriminate against any employee or applicant on the basis of handicap, age, race, color, religion, sex, or national origin. None of the funds, materials, property, or services provided directly or indirectly under Hospitality Tax funding shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. The applicant hereby certifies that the information submitted as part of this application is accurate and reliable. Any change/and or variation must be reported immediately, otherwise funding may be withheld.

Applicant Signature 
 Printed Applicant Name John R. Banks
 Date January 28, 2015

Organization Contact Information

Organization	The River Alliance		
Contact Person	John Banks		
Mailing Address	420 Rivermont Dr.		
City ST ZIP	Columbia, SC 29210		
Telephone	803-765-2200	Cell	803-665-7620
Fax	803-765-9800	E-Mail	johnbanks@columbiaspeedway.com

For Staff Use

List All Sources of Funds for the Proposed Project

Source	Approved Amounts	Requested Amounts
West Columbia A-Tax	\$5,000	
Cayce A-Tax	\$3,000	
Lexington County Alcohol and Beverage Fund	\$2,500	
Cayce H Taxes (This Application)		\$18,000
Guinness Sponsorship	\$1,500	
BB & T Sponsorship	\$1,000	

Many other companies have been approached but these are the only current commitments.

*** Love Chevrolet has been the Title Sponsor for the last 3 years and had committed to 2015 at \$8,000. We were informed on Decemeber 18th that they would not be back this year because of a new purchase that was unexpected.

2012 Tartan Day South Final Budget

Revenues

Sponsors	\$	12,279.00
Vendor & Clan Registration	\$	3,535.00
Beverage Sales	\$	1,725.98
Car Show Registrations	\$	300.00
Ticket Sales	\$	15,368.00
Program Sales	\$	582.00

Total Revenues \$ **33,789.98**

Expenses

Logistics Expenses	\$	8,319.00
Entertainors and Exhibitors	\$	10,700.00
Athletics	\$	1,300.00
Sound	\$	3,000.00
Rooms for Bands & Judges	\$	999.48
Event Insurance	\$	712.00

Ammusement Taxes \$ 672.90

Advertising and Marketing \$ 9,276.50

Total Expenses \$ **34,979.88**

Expenses Breakout

Logistics

Tent Rentals	\$	6,409.00
Security	\$	720.00
Dinner	\$	584.00
Restroom Services	\$	606.00

Total Logistics \$ **8,319.00**

Advertising & Marketing

Advertising: Billboard, TV, Radio, Publications, Web	\$	5,303.00
Traveling Coordinator (13 Events)	\$	2,800.00
Printed Marketing Materials	\$	1,173.50

Total Advertising & Marketing \$ **9,276.50**

Entertainors & Exhibitors

Music Artists	\$	8,000.00
Pipe Bands	\$	1,000.00
Herding & Falconry	\$	1,300.00
Story Teller, Face Painting	\$	100.00
Dancers	\$	300.00

Total Entertainors & Exhibitors \$ **10,700.00**

2013 Tartan Day South Final Budget

Revenues

Sponsors	\$	15,600.00
Vendor & Clan Registration	\$	4,325.00
Tent Rentals	\$	835.00
Beverage Sales	\$	3,041.00
Car Show Registrations	\$	500.00
Ticket Sales	\$	27,077.00
Program Sales	\$	692.00

Total Revenues \$ **52,070.00**

Expenses

Logistics Expenses	\$	9,990.36
Entertainors and Exhibitors	\$	13,500.00
Athletics	\$	1,300.00
Sound	\$	3,700.00
Rooms for Bands & Judges	\$	1,608.39
Event Insurance	\$	1,586.82
Awards	\$	288.85
Miscelanous Labor	\$	1,430.00
Ammusement Taxes	\$	1,353.85
Sales Commissions	\$	1,150.00
Advertising and Marketing	\$	16,178.47

Total Expenses \$ **52,086.74**

Expenses Breakout

Logistics		
Tent Rentals	\$	7,717.84
Vip Tent Expenses	\$	420.00
Golf Carts	\$	675.00
Volunteer T-Shirts	\$	145.52
Restroom Services	\$	1,032.00
Total Logistics	\$	9,990.36

Entertainors & Exhibitors		
Music Artists	\$	10,300.00
Pipe Bands	\$	1,500.00
Herding & Falconry	\$	1,300.00
Story Teller, Face Painting, Axe Throwing	\$	100.00
Dancers	\$	300.00
Total Entertainors & Exhibitors	\$	13,500.00

Advertising & Marketing

Advertising: Billboard, TV, Radio, Publications, Web	\$	10,885.00
Traveling Coordinator (13 Events)	\$	2,800.00
Printed Marketing Materials	\$	1,993.47
Social Media Consultant	\$	500.00
Total Advertising & Marketing	\$	16,178.47

2014 Tartan Day South Final Budget

Revenues

Sponsors	\$	14,100.00
A-Tax (Cayce \$3,000 WC \$5,000)	\$	8,000.00
Vendor & Clan Registration	\$	4,585.00
Tent Rentals	\$	836.75
Beverage Sales	\$	2,921.48
Car Show Registrations	\$	500.00
Ticket Sales	\$	25,434.00
Program Sales	\$	462.00

Total Revenues \$ **56,839.23**

Expenses

Logistics Expenses	\$	10,966.36
Entertainors and Exhibitors	\$	13,250.00
Athletics	\$	1,300.00
Sound	\$	3,300.00
Rooms for Bands & Judges	\$	1,531.80
Event Insurance	\$	1,494.60
Photographer	\$	100.00
Awards	\$	218.90
Miscelanous Labor	\$	2,120.00
Ammusement Taxes	\$	1,206.80
Sales Commissions	\$	1,550.00
Advertising and Marketing	\$	19,735.01

Total Expenses \$ **56,773.47**

Expenses Breakout

Logistics		
Tent Rentals	\$	8,261.02
Vip Tent Expenses	\$	211.00
Golf Carts	\$	642.00
Volunteer T-Shirts	\$	291.04
Restroom Services	\$	1,068.00
Misc Equipment Ropes, Cones, etc.	\$	493.30
Total Logistics	\$	10,966.36

Entertainors & Exhibitors		
Music Artists	\$	9,500.00
Pipe Bands	\$	1,500.00
Herding & Falconry	\$	1,300.00
Story Teller, Face Painting, Axe Throwing	\$	650.00
Dancers	\$	300.00
Total Entertainors & Exhibitors	\$	13,250.00

Advertising & Marketing

Advertising: Billboard, TV, Radio, Publications, Web	\$	13,781.75
Traveling Coordinator (13 Events)	\$	2,800.00
Printed Marketing Materials	\$	2,653.26
Social Media Consultant	\$	500.00
Total Advertising & Marketing	\$	19,735.01

Visitors from 13 States and the District of Columbia

1,432 Zip Codes Collected

232 Out of State 16%
410 Different SC Codes
136 SC Codes were outside 50 Miles from 29033
33% of SC Codes Collected were outside 50 Miles

Out of State Zip Code Locations

Ohio

Mount Gilead, OH
Macedonia, OH
Springboro, OH

Alabama

Mongomery, AL
Pell City, AL
Opelika, AL

North Carolina

Asheboro, NC
Newport, NC
Cartersville, NC
Charlotte, NC
Advance, NC
Flat Rock, NC
Chapel Hill, NC
Raleigh, NC
Belmont, NC
Melbourne, NC
Matthews, NC
Whittier, NC
Hickory, NC
Greensboro, NC

Florida

Orlando, FL
Port St. Lucie, FL
Silver Springs, FL

Wisconsin

Union Grove, WI

Tennessee

Ashland, TN
Harriman, TN

New Mexico

Ruidoso, NM
Albuquerque, NM

Georgia

Hephzibah, GA
Hinesville, GA
Cumming, GA
Grovetown, GA
Thomas, GA
Decata, GA
Wilmington Island, GA
Savannah, GA
Ellabell, GA
Lawrenceville, GA

Michigan

St. Clair Shores, MI
Sterling Heights, MI

Illinois

Palatine, IL

New York

Niagara, NY
Canteberry, NY
Buffalo, NY

Virginia

Portsmouth, VA
Virginia Beach, VA

Washington

Moses Lake, WA
Washington, DC

District of Columbia

Washington, DC

TARTAN DAY SOUTH



MARCH 26TH - 29TH, 2015



A CELTIC CELEBRATION PRODUCED BY

EVER ALLIANCE

When the noise of steel was in.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: OCT 17 2000

RIVER ALLIANCE
506 GERVAIS STREET
COLUMBIA, SC 29201

Employer Identification Number:
57-1024824
DLN:
17053267748030
Contact Person:
FRANCIS E BERNHARDT ID# 31258
Contact Telephone Number:
(877) 829-5500
Our Letter Dated:
AUGUST 1996
Addendum Applies:
NO

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Letter 1050 (DO/CG)

RIVER ALLIANCE

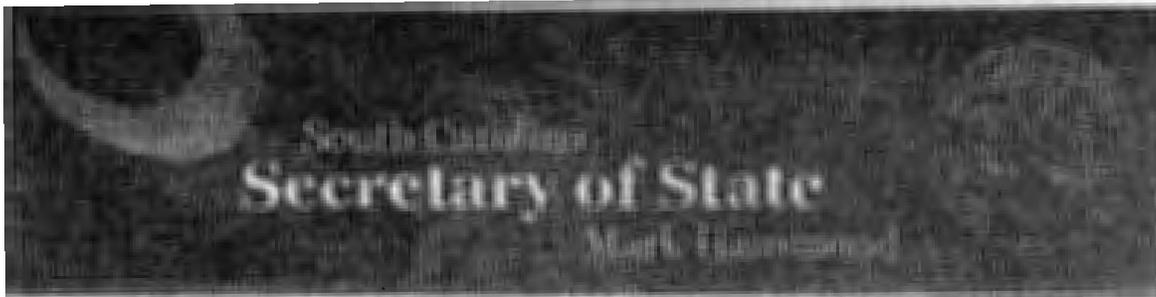
Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

A handwritten signature in cursive script that reads "Steven T. Miller".

Steven T. Miller
Director, Exempt Organizations



RIVER ALLIANCE, THE

Note: This online database was last updated on 4/21/2014 6:01:48 PM.
See our Disclaimer.

DOMESTIC / FOREIGN:	Domestic
STATUS:	Good Standing
STATE OF INCORPORATION / ORGANIZATION:	SOUTH CAROLINA Non Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	MICHAEL T DAWSON
ADDRESS:	506 GERVAIS ST
CITY:	COLUMBIA
STATE:	SC
ZIP:	29201
SECOND ADDRESS:	
FILE DATE:	10/02/1995
EFFECTIVE DATE:	10/02/1995
DISSOLVED DATE:	//

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Agent	08/14/2000	CH AGT ADD	Image
Eleemosynary Incorporation	10/02/1995	NONPROFIT INCORPORATION	Image

Disclaimer: The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.

**APPROVED MINUTES
BEAUTIFICATION BOARD
Monday, October 20, 2014 at 5:30 p.m.
City Hall**

I. CALL TO ORDER

Sue Miles called the meeting to order at 5:30pm. Members present were Sue Miles, Sue Perry, Joanne Wilson, John Winn, Sherree Thompson, and Morgan Hanes. Josh Call was absent.

II. APPROVAL OF MINUTES

A motion to approve the meeting minutes of Sept. 9, 2014 was made by Joanne Wilson. John Winn seconded the motion. The decision was unanimous.

III. OLD BUSINESS

- a. The Plant Exchange was a success, however attendance was the lowest we'd seen. Next year's Fall Plant Exchange should take into consideration the opening weekend of the State Fair, the Carolina and Clemson games, CBGF, and Cherokee Festival.
- b. The idea of a Garden Tour and tea was mentioned. Members thought we could begin a tour at the Museum's Carolina Fence and travel around to various yards identifying species that do well in the area and how to cultivate them.
 1. Board members think that Spring will be best for this event. We are asked to keep an eye out for neighbors' yards which are kept up nice with lots of plant varieties for potential tour visits.
 2. Morgan Hanes will be keeping a list of addresses submitted by members for the Garden Tour.

IV. NEW BUSINESS

- a. One corner of the intersection of Frink and 12th St. Ext. was recommended as a site for our Fall Project.
 1. Charles Carson, CEO of Southeastern Products approved Project Proposal on 10-22-14.
 2. City of Cayce will need to receive permitting from SCDOT before work can begin. Due to time constraints, this project may have to wait until the Spring.
- b. Christmas Lights Competition and planning.
- c. Recruiting another member in place of Josh Call.
- d. It was mentioned that the Board may need to purchase more red and navy blue Plant Exchange t-shirts.

V. ADJOURNMENT

A motion to adjourn was made by Joanne Wilson. John Winn seconded the motion. The decision was unanimous. The meeting was adjourned at 6:00pm. Interested members visited the potential project site following the meeting.

**MINUTES OF EVENTS COMMITTEE
CITY OF CAYCE
November 13, 2014**

Present: Dave Capps, Kimberly Christ, Brenda Cole, Ellen Mancke, Jason Munsell, Frankie Newman, Cindy Pedersen, and Rachel Scurry

Absent, Excused: Danny Creamer

City Representatives: Mendy Corder, James Denny, and Brandy Rodgers

Chairperson Cindy Pedersen called the meeting to order. The minutes of the September 11, 2014, meeting were reviewed and amended to correct Mr. Capps' first name. The minutes of the October 9, 2014, meeting were reviewed and approved as written.

Christmas in Cayce

Ms. Corder led a discussion on the sponsorships, budget, and advertising for the Christmas in Cayce events.

Ms. Cole suggested that the January meeting cover an extended discussion of the Committee's budget responsibilities for all 2015 events. In addition, the Committee plans to discuss the Committee's publicity and social media for the upcoming year.

The Cayce Tree Lighting Ceremony is scheduled for Thursday, December 4, 6 pm. The Woman's Club of Cayce sponsors this event. However, the budget for the event is included Christmas in Cayce budget.

Mr. Denny and Mr. Ken Walters, city electrician, are rerouting the power for the City's holiday light displays in Granby Gardens Park and at the Municipal Complex.

Carols along the Riverwalk

Carols along the Riverwalk is scheduled for Friday, December 5, 2014, 6:30 p.m. until 8 p.m. at the Naples Avenue entrance to the Cayce Riverwalk.

Faithful Men, Sugarloaf Mountain Boys, Trinity Handbell Choir, Ladies of the Pickin' Parlor, and The Four Gospels are the participating groups.

Ms. Cole, Ms. Pedersen, and Ms. Newman will be coordinating the refreshments and decorations at the Riverwalk Pavilion. Mr. Jay Thompson has volunteered to provide the equipment for heating the cider.

Mr. Capps will be working with the traffic/safety/first aid concerns near the entrance to the park. Dr. Munsell will be assisting with equipment and publicity.

Ms. Christ, Ms. Mancke, and Ms. Scurry will be coordinating set-up of the luminaries and groups.

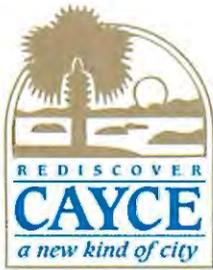
Ms. Scurry will contact the key person for each group, confirm the group's participation, and discuss any special arrangements.

Committee members and city personnel will meet at 4:30 p.m. to set-up for the event. Clean-up will be immediately following the event.

There being no further business, the meeting was adjourned.

Respectfully submitted,

Rachel R. Scurry, Secretary



**APPROVED MINUTES
BOARD OF ZONING APPEALS
COUNCIL CHAMBERS
CITY OF CAYCE, 1800 12TH STREET EXTENSION, CAYCE SC
Monday, December 15, 2014
6:00 PM**

I. CALL TO ORDER

Chair Leo Dryer called the meeting to order at 6:00 p.m. Members present were Frank Dickerson, Bob McArver, Robert McLeod, and Jason Simpson. Staff present was Shaun Greenwood and Monique Ocean.

Mr. Dryer explained that the Board did not meet in November because a quorum was not available.

II. APPROVAL OF MINUTES

A motion was made by Mr. McLeod to approve the minutes from the October 20, 2014, meeting. Mr. Dickerson seconded the motion. The vote passed unanimously.

III. STATEMENT OF NOTIFICATION

Mr. Dryer asked if the public had been duly notified of the public hearing. Mr. Greenwood confirmed that everyone had been notified.

IV. PUBLIC HEARING – Special Exception Request 007-14 [A request to permit the parking/storage of a boat in the front yard in a residential zone]

a. Opening Statement

The applicants, Barbara and Terry Wessinger, came forward to address the Board. Mrs. Wessinger explained that a Special Exception was needed because the boat would not fit in the backyard due to the swimming pool and an unattached garage. Mrs. Wessinger mentioned that she could not place the boat in the side yard because it would not meet the setbacks required by the Ordinance. Mrs. Wessinger pointed out that the boat had been in the driveway since 2007 and she installed a concrete pad for it. Mr. Dryer inquired if someone had complained about the subject property. Mr. Greenwood explained that after a resident complained about campers and boats in the front yard throughout the entire neighborhood, staff canvassed the neighborhood and gave notice to anyone found to be in violation of the Ordinance. Members of the Board asked if it was possible for the boat to fit in either the backyard garage or the front garage. The applicants explained that neither garage is meant to store a boat. Mr. McArver inquired if a Special Exception could be made to allow parking the boat in the side yard. Mr. Greenwood explained that a Special Exception could be granted to park the boat in the side yard but the applicants would need a Variance request for the setbacks.

b. Public Testimony

No one was present to speak in opposition to the Special Exception. Mr. Dryer asked if anyone in favor of the Special Exception request would like to speak. Beth Lee (104 Haynes Lane), Brady Link (112 Haynes Lane) and Ray Henry (108 Haynes Lane) spoke in favor of the Variance request.

c. Adjourn Public Hearing

Mr. Dryer adjourned the public hearing.

V. MOTION – Special Exception 007-14

Mr. Dickerson made a motion to grant the Special Exception. Mr. McLeod seconded the motion. The vote passed 3:2 with Mr. Dickerson, Mr. McLeod, and Mr. Dryer in favor of the Special Exception. Mr. Simpson and Mr. McArver were against the Special Exception request.

VI. PUBLIC HEARING – Variance Request 006-14 [A request for a variance of 5 feet from *The Cayce Zoning Ordinance Section 6.7 Table 3, Schedule of Lot Area, Setbacks, Height & Lot Coverage Requirements* to reduce the minimum front yard setback (25 feet) in an RS-4(Single Family, Small Lots) zoning district]. Variance Request 006-14 was postponed until the January 26, 2015, meeting.

VII. OTHER BUSINESS

There was no other business.

VIII. ADJOURN

Mr. McArver made a motion to adjourn. Mr. Simpson seconded the motion. The vote passed unanimously.

**A quorum of Council may be present.
No discussion or action on the part of Council will be taken.**



**APPROVED MINUTES
PLANNING COMMISSION
COUNCIL CHAMBERS
CITY OF CAYCE, 1800 12TH STREET EXTENSION, CAYCE SC
Monday, December 15, 2014
6:30 PM**

I. CALL TO ORDER

Chair Ed Fuson called the meeting to order at 6:48 p.m. Members present were Chris Kueny, Larry Mitchell, John Raley, Maryellyn Cannizzarro and Butch Broehm. Robert Power was absent excused. Staff present was Shaun Greenwood and Monique Ocean.

II. APPROVAL OF MINUTES

A motion was made by Mr. Mitchell to approve the minutes from the November 17, 2014, meeting. Mr. Raley seconded the motion. The vote passed unanimously.

III. STATEMENT OF NOTIFICATION

Chair Ed Fuson asked if the public had been duly notified of the public hearing. Ms. Ocean confirmed that everyone had been notified.

IV. PUBLIC HEARING – Map Amendment 008-14 *[A request by the Applicant for a zoning change from RS-3 (Single Family, Small Lots) to RS-4 (Single Family Small Lots). The property is located at 1419 Axtell Drive (TMS# 004653-07-009(P))].*

Map Amendment 008-14 was postponed until the January 26, 2015, meeting.

V. OPEN PUBLIC HEARING – Map Amendment 009-14 *[A request by the Applicant for a zoning change from PDD (Planned Development District) to RS-4. The properties are located at 1407 Axtell Dr, 1401 Axtell Dr, and Axtell Dr (TMS# 004653-07-010, -011, and 004652-08-025)].*

Map Amendment 009-14 was postponed until the January 26, 2015, meeting.

VI. OPEN PUBLIC HEARING – Map Amendment 010-14 *[A request by the Applicant for a zoning change from PDD to RS-4. The property is located at L. Ave. (TMS# 004655-01-002)].*

Map Amendment 010-14 was postponed until the January 26, 2015, meeting.

VII. OTHER BUSINESS

a. Continued discussion on updates to the Comprehensive Plan

Monique Ocean discussed the updates to the Housing Element of the Comprehensive Plan. Ms. Ocean mentioned that the Commission had been

supplied with pages hi-lighted to indicate where revisions had occurred. Ms. Ocean explained that tables have been updated with current U.S. Census information where needed. Ms. Ocean mentioned that the Census information did not change much since the 2000 Census. Ms. Ocean asked the Commission to take the Census information into account to decide if they would like to revise any of the policies or goals. Ms. Ocean indicated that no changes were made to the Natural Resources Element or to the Cultural Resources Element.

Shaun Greenwood explained that Staff would create a final draft to the Commission after all comments were received and all updates were made.

VIII. ADJOURNMENT

Mr. Mitchell made a motion to adjourn. Mr. Broehm seconded the motion. The vote passed unanimously.

**A quorum of Council may be present.
No discussion or action on the part of Council will be taken.**

Memorandum

To: Mayor and Council

From: Rebecca Vance, City Manager
Mendy Corder, Municipal Clerk

Date: January 29, 2015

Subject: Approval of amendments to the Cayce Public Safety Foundation's Bylaws

ISSUE

Council's approval is needed in order to amend the Cayce Public Safety Foundation's Bylaws.

DISCUSSION

The Cayce Public Safety Foundation's current Bylaws require that the Foundation consist of ten (10) directors with two (2) directors coming from each of the four (4) Council districts and two (2) at large. In order to ensure that Council is able to recruit more directors to the Foundation, the Foundation suggests amending the Bylaws to read that Council may appoint directors from within the City at large and directors need not be from particular Council districts.

Also, the current Bylaws define a quorum of the Board of Directors to consist of a majority of the directors in office before a meeting begins. The Foundation suggests amending the Bylaws to state a quorum consists of the number of directors attending a meeting; provided, that in no event shall a quorum consist of fewer than two (2) directors. Therefore any action needed can be taken at each meeting.

The Public Safety Foundation discussed these amendments at the January 27, 2015 meeting. A motion to recommend an amended copy of the Bylaws passed with an unanimous vote.

RECOMMENDATION

The Cayce Public Safety Foundation recommends Council approve the amended Bylaws.

**BYLAWS
OF THE
CAYCE PUBLIC SAFETY FOUNDATION
Approved _____, 2010**

Article I: Name, Form of Organization, and Purposes

Section 1.1 Name. The name of the corporation is the Cayce Public Safety Foundation.

Section 1.2 Nonprofit and Tax-exempt Status. The corporation is organized as a nonprofit corporation under the South Carolina Nonprofit Corporation Act, Chapter 31, Title 33 of the Code of Laws of South Carolina 1976, as amended (the “Nonprofit Act”), and as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, as amended. The corporation is a public benefit corporation and shall have perpetual duration and succession.

Section 1.3 No Members. The corporation shall have no members.

Section 1.4 Purposes. The corporation shall have only those purposes set forth in its Articles of Incorporation.

Section 1.5 Articles of Incorporation. These bylaws and any act of the Board of Directors or any officer or employee shall be subject to and governed by the articles of incorporation of the corporation. In the event that any provision of these bylaws conflicts with a provision of the corporation’s articles of incorporation, the provisions of the articles of incorporation shall be controlling.

Article II: Offices

Section 2.1 Principal and Other Offices. The principal office of the corporation shall be located at 1800 12th Street Extension, Cayce, Lexington County, South Carolina 29171. The corporation may change its principal office to another location within the City of Cayce, South Carolina by filing a Notice of Change of Principal Office with the South Carolina Secretary of State. The corporation shall maintain at its principal office a copy of the corporate records specified in Section 7.5 of Article VII. The corporation may have offices at such other places within the City of Cayce, South Carolina as the Board of Directors from time to time may determine, or as the affairs of the corporation may require.

Section 2.2 Registered Office and Agent. The corporation shall maintain a registered agent whose office is identical with the registered office. The corporation may change its registered office or registered agent from time to time in the manner required by law.

Article III: Board of Directors

Section 3.1 General Powers and Authority of the Board. All corporate powers shall be

exercised by or under the authority of, and the affairs of the corporation managed under the direction of, the Board of Directors.

Section 3.2 Powers. The corporation will have such powers as are now or may hereafter be granted to corporations under the Nonprofit Act, except as may be limited by the corporation's Articles of Incorporation or these bylaws.

Section 3.3 Operating Policies, Procedures and Guidelines. From time to time, the Board of Directors may adopt, amend, or restate operating policies, procedures and guidelines to carry out the purposes and objectives of the corporation.

Section 3.4 Composition, Number, and Term.

(a) The number of directors of the corporation shall be fifteen (15).

(b) The City Council (the "Council") of the City of Cayce, South Carolina (the "City") shall appoint ten (10) directors (the "Appointed Directors") who live, work or have a business in the City as community representatives. The Council may appoint directors from within the City at large and directors need not be from particular Council districts.

(c) The individuals serving, from time to time, as (1) the Mayor of the City (or the Mayor Pro Tem of the City in the event the Mayor is serving on the Board of the Cayce Beautification Foundation), (2) a member of Council appointed by the Council in January of each year, (3) the City Manager of the City, (4) the City Director of Public Safety, and (5) the Captain of the City Department of Public Safety shall also serve as directors of the corporation and shall constitute the "Designated Directors." Each such individual shall serve as a director of the corporation by virtue of holding such listed capacity. If for any reason, such individual ceases to hold such capacity, such individual shall cease to be a director of the corporation. If a vacancy occurs in any of the capacities listed in Section 3.4(c), then the number of directors on the Board of Directors of the corporation shall automatically be reduced by the number of such vacancies (and shall be automatically increased as and when any such vacancy is filled).

(d) Five of the initial Appointed Directors shall serve an initial term of two years and five of the initial Appointed Directors shall serve an initial term of three years. Thereafter, each Appointed Director shall serve a term of three years. Appointed Directors shall serve their specified terms (and until a successor is appointed and qualified) or until such director's earlier death, resignation, incapacity to serve, or removal.

(e) An Appointed Director may be reappointed for successive terms.

(f) All Appointed Directors and all Designated Directors shall have voting rights.

Section 3.5 Resignation of Appointed Directors. An Appointed Director may resign by delivering written notice to the chairperson of the Board of Directors. A resignation is effective when the notice is received unless the notice specifies a later effective date. If a resignation is made effective at a later date, the Council may fill the pending vacancy before the effective date if the

appointment provides that the successor does not take office until the effective date.

Section 3.6 Removal of Appointed Directors. The Council shall have the power to remove an Appointed Director with or without cause and appoint a replacement for such removed Appointed Director at any time by giving written notice to such Appointed Director and to the chairperson of the Board of Directors.

Section 3.7 Vacancies in Appointed Director Seats. If a vacancy occurs on the Board of Directors in a seat held by an Appointed Director, the Council shall appoint a director to fill such vacancy (in accordance with Section 3.4(b) of these bylaws). A director appointed to fill a vacancy shall hold office (a) until the later of the end of the unexpired term that such director is filling or the date on which such director's successor is appointed and qualifies or (b) until such director's earlier death, resignation, incapacity or removal.

Section 3.8 Chairperson and Vice Chairperson. The president of the corporation (*ex officio*) shall serve as chairperson of the Board of Directors and the vice president of the corporation (*ex officio*) shall serve as vice-chairperson of the Board of Directors. The chairperson of the Board of Directors shall preside at all meetings of the Board of Directors and perform such other duties as may be prescribed from time to time by the Board of Directors. The vice chairperson of the Board of Directors, in the absence of the chairperson, or in the event of the death, inability or refusal to act of the chairperson, shall preside at all meetings of the Board of Directors.

Section 3.9 No Compensation. No member of the Board of Directors shall receive compensation for his/her services as such.

Section 3.10 Director conflict of interest. Each director shall observe the Conflicts of Interest and Compensation Policy of the corporation.

Section 3.11 Reports to Council. The treasurer of the corporation shall provide an annual financial report (and such other reports as may reasonably be requested by the Council) to the Council.

Article IV: Meetings of Directors

Section 4.1 Place of Meetings. All meetings of the Board of Directors shall be held at the principal office of the corporation or at such other place within the City of Cayce as the Board of Directors may determine.

Section 4.2 Annual Meeting. An annual meeting of the Board of Directors, for the purpose of appointing officers, approving a budget for the year, and transacting other business, shall be held each year on such date and time as the Board of Directors may determine.

Section 4.3 Regular Meetings. Additional regular meetings of the Board of Directors shall be held at such times as the Board of Directors may determine.

Section 4.4 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the chairperson or at least 20% of the directors then in office.

Section 4.5 Notice of Meetings. Regular meetings of the Board of Directors (including the annual meeting) must be preceded by at least two (2) days notice to each director of the date, time and place, but not the purpose, of the meeting. Special meetings of the Board of Directors must be preceded by at least two (2) days' notice to each director of the date, time, place and purpose of the meeting. Notice required by the foregoing provisions may be oral or written and may be communicated in person; by telephone, facsimile transmission or other form of wire or wireless communication; or by mail or private carrier. However, any board action to approve a matter that would require approval by the members if the corporation had members, shall not be valid unless each director is given at least seven (7) days' written notice that the matter will be voted upon at a directors' meeting or unless notice is waived pursuant to Section 4.6 below. Oral notice is effective when communicated, if communicated in a comprehensible manner. Written notice, if in a comprehensible form, is effective at the earliest of the following: (a) when received; (b) five (5) days after its deposit in the United States mail, as evidenced by the postmark, if mailed correctly addressed and with first-class postage affixed; (c) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee; or (d) fifteen (15) days after its deposit in the United States mail, as evidenced by the postmark, if mailed correctly addressed and with other than first class, registered or certified postage affixed. Written notice is correctly addressed to a director if addressed to the director's address shown in the corporation's current list of directors.

Section 4.6 Waiver of Notice. A director may at any time waive any notice required by law or these bylaws. Except as hereinafter provided in this section, the waiver must be in writing, signed by the director entitled to the notice, and filed with the minutes or the corporate records. A director's attendance at or participation in a meeting waives any required notice of the meeting unless the director upon arriving at the meeting or prior to the vote on a matter not noticed in conformity with law or these bylaws objects to lack of notice and does not thereafter vote for or assent to the objected to action.

Section 4.7 Quorum. A quorum of the Board of Directors consists of ~~a majority of the directors in office immediately before a meeting begins the number of directors attending a meeting;~~ a majority of the directors in office immediately before a meeting begins the number of directors attending a meeting; *provided*, that in no event shall a quorum consist of fewer than two (2) directors.

Section 4.8 Manner of Acting. If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors, unless the vote of a greater number of directors is required by law or these bylaws. No voting by proxy shall be permitted.

Section 4.9 Presumption of Assent. A director of the corporation who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless: (a) such director objects at the beginning of the meeting (or promptly upon arrival) to holding it or transacting business at the meeting; (b) such director's dissent or abstention from the action taken is entered in the minutes of the meeting; (c) such director votes against the action and the vote is entered in the minutes of the meeting; or (d) such director delivers written notice of dissent or abstention to the presiding officer of the meeting

before adjournment or to the corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

Section 4.10 Meeting Via Communications Equipment. The Board of Directors may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 4.11 Action Without Meeting. Action required or permitted by law or these bylaws to be taken at a meeting of the Board of Directors may be taken without a meeting if the action is taken by all of the duly elected and qualified directors of the corporation. The action must be evidenced by one or more written consents describing the action taken, signed by each director, and included in the minutes filed with the corporate records reflecting the action taken. Action taken under this section is effective when the last director signs the consent, unless the consent specifies a different effective date. A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

Article V: Officers

Section 5.1 Number. The officers of the corporation shall consist of a president, vice-president, secretary, treasurer, and such other officers as are appointed by the Board of Directors from time to time. The same person may simultaneously hold more than one office in the corporation. Each officer must also simultaneously be serving as a director of the corporation.

Section 5.2 Appointment and Term. The officers of the corporation shall be appointed by the Board of Directors at its annual meeting. The Nominating Committee shall present a slate of nominees for appointment. Nominations may also be made from the floor. Each officer shall hold office for a period of one (1) year, or until such officer's earlier death, resignation, or removal. A vacancy occurring in a position of officer of the corporation may be filled at any time by the Board of Directors. The term of an officer elected to fill a vacancy shall expire at the end of the unexpired term that such officer is filling. An officer may be re-elected for successive terms.

Section 5.3 Resignation and Removal. An officer may resign at any time by delivering notice to the corporation. A resignation is effective when the notice is effective unless the notice specifies a future effective date. If a resignation is made effective at a future date and the Board of Directors accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the board provides that the successor does not take office until the effective date. The Board of Directors may remove any officer at any time with or without cause.

Section 5.4 Contract Rights of Officers. The appointment of an officer does not itself create contract rights. An officer's removal does not affect the officer's contract rights, if any, with the corporation. An officer's resignation does not affect the corporation's contract rights, if any, with the officer.

Section 5.5 President. The president shall be the chief executive officer of the corporation and, subject to the control of the Board of Directors, shall supervise and control the management of the corporation in accordance with these bylaws. The president may sign, with the secretary or any other proper officer of the corporation so authorized by the Board of Directors, any deeds, leases, mortgages, bonds, contracts, or other instruments which lawfully may be executed on behalf of the corporation, except where the signing and execution thereof expressly shall be delegated by the Board of Directors to some other officer or agent of the corporation, or where required by law to be otherwise signed and executed. The president shall, in general, perform all duties incident to the office of president and such other duties as may be prescribed from time to time by the Board of Directors.

Section 5.6 Vice President. In the absence of the president, or in the event of the death, inability or refusal to act of the president, the vice president, unless otherwise determined by the Board of Directors, shall perform the duties of the president and, when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice president shall perform such other duties as may be assigned from time to time by the president or the Board of Directors.

Section 5.7 Secretary. The secretary shall: (a) cause to be prepared minutes of all meetings of the Board of Directors; (b) authenticate records of the corporation when requested to do so; (c) give all notices required by law and by these bylaws; (d) have general charge of the corporate books and records and of the corporate seal, and affix the corporate seal to any lawfully executed instrument requiring it; (e) sign such instruments as may require such signature; (f) cause such corporate reports as may be required by state law to be prepared and filed in a timely manner; and (g) in general, perform all duties incident to the office of secretary and such other duties as may be assigned from time to time by the president or the Board of Directors.

Section 5.8 Treasurer. The treasurer shall: (a) have custody of all funds and securities belonging to the corporation and receive, deposit, or disburse the same under the direction of the Board of Directors; (b) keep full and accurate accounts of the finances of the corporation in books especially provided for that purpose; (c) cause such returns, reports, and/or schedules as may be required by the Internal Revenue Service and the state taxing authorities to be prepared and filed in a timely manner; (d) cause a true balance sheet (statement of the assets, liabilities and fund balance) of the corporation as of the close of each fiscal year and true statements of activity (support and revenue, expenses, and changes in fund balance), functional expenses, and cash flows for such fiscal year, all in reasonable detail, to be prepared and submitted to the Board of Directors and to the Cayce City Council; and (e) in general, perform all duties incident to the office of treasurer and such other duties as may be assigned from time to time by the president or the Board of Directors.

Section 5.9 No Compensation. The officers of the corporation described in the foregoing sections shall not be compensated for their services as such.

Section 5.10 Conflict of interest. Each officer shall observe the Conflicts of Interest and Compensation Policy of the corporation.

Section 5.11 Executive Director. The Board of Directors may appoint an executive director, who shall, subject to the control of the Board of Directors, have overall responsibility for the routine

management of the affairs of the corporation. The executive director shall report to the Board of Directors and shall work closely with the president of the corporation. Duties of the executive director shall include: (a) representing the corporation in the community; (b) overseeing the projects of the corporation; (c) supervising the administrative functions of the corporation; and (d) in general, performing such other duties as may be assigned from time to time by the president or the Board of Directors. The Board of Directors may approve reasonable compensation and benefits for the executive director. The executive director, while serving in that position, may not serve on the Board of Directors or as an officer of the corporation.

Article VI: Committees

Section 6.1 Board Committees in General. The Board of Directors may create one or more committees of the board, in addition to the Executive Committee established by these bylaws. Committees of the board shall be composed solely of individuals currently serving as duly elected and qualified directors of the corporation. Each committee of the board shall have two or more directors, who shall be appointed by and serve at the pleasure of the board. The creation of a committee of the board and appointment of members to it must be approved by a majority of all the directors in office when the action is taken. The provisions of Article IV of these bylaws, which govern meetings of the Board of Directors, shall apply to committees of the board and their members as well, except that no committee of the board shall be required to have an annual meeting or scheduled regular meetings. To the extent specified or authorized by the Board of Directors or in these bylaws, each committee of the board may exercise the authority of the board. A committee of the board may not, however: (a) authorize distributions; (b) approve or recommend dissolution, merger, or the sale, pledge, or transfer of all or substantially all of the corporation's assets; (c) elect, appoint, or remove directors or fill vacancies on the board or on any committee of the board; (d) adopt, amend, or repeal the articles of incorporation or any bylaws; or (e) authorize the borrowing of money or issuance of debt by the corporation.

Section 6.2 Executive Committee. The Executive Committee, which is a committee of the board, shall consist of the president, vice president, secretary and treasurer and may include one or more other directors, to serve in such capacity until the next annual meeting of the Board of Directors; *provided* that the appointment of such additional directors must be approved by a majority of all the directors in office when such action is taken and that any such director may be removed from the Executive Committee at any time with or without cause by a majority of all the directors in office when such action is taken. The president shall serve as the chairperson of the Executive Committee and shall preside at all of its meetings. Except to the extent prohibited or limited by Section 6.1 above or by resolution of the Board of Directors, the Executive Committee may exercise the authority of the Board of Directors at such times as the board is not in session.

Section 6.3 Nonboard Committees in General. The Board of Directors may create one or more non-board committees, in addition to the Nominating Committee, and delegate nonboard functions to such committees. Nonboard committees may include both directors and individuals who are not directors of the corporation. Nonboard committees may not exercise the authority of the board.

Section 6.4 Nominating Committee. The Nominating Committee shall consist of at least two (2) members of the board and may include up to two persons who are not current members of the board. Retiring and former directors of the corporation shall be encouraged to consider serving on this committee. No current officer may be a member of this committee. The committee members shall be appointed by the Board of Directors on an annual basis, to serve until the next annual meeting of the board. A vacancy on this committee may be filled by the Board of Directors at any time. Members of the Nominating Committee may be appointed to successive terms. The committee shall present a slate of nominees for appointment as officers of the corporation.

Article VII: General Provisions

Section 7.1 Corporate Seal. The corporation may have a corporate seal in such form as the Board of Directors may from time to time determine.

Section 7.2 Amendments. These bylaws may be amended or repealed and new bylaws may be adopted by the Board of Directors. The corporation shall provide at least seven (7) days' written notice of any meeting of directors at which an amendment is to be approved, unless notice is waived pursuant to Section 4.6 above. The notice must state that the purpose, or one of the purposes, of the meeting is to consider a proposed amendment to the bylaws and contain or be accompanied by a copy or summary of the amendment or state the general nature of the amendment. Any amendment must be approved by a majority of the directors in office at the time the amendment is adopted.

Section 7.3 Fiscal Year. The fiscal year of the corporation shall begin on July 1 and end on June 30 of the following calendar year.

Section 7.4 Financial Reports. The books of the corporation shall be closed as of the end of each fiscal year and financial statements shall be prepared and submitted to the Board of Directors. The corporation shall engage an independent certified public accountant to audit the financial statements and issue its opinion thereon.

Section 7.5 Corporate Minutes and Records. The corporation shall keep as permanent records minutes of all meetings of its Board of Directors, a record of all actions taken by the directors without a meeting, and a record of all actions taken by the Executive Committee and any other committees of the Board of Directors. The corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time. The corporation shall keep a copy of the following records at its principal office: (a) its articles of incorporation or restated articles of incorporation and all amendments to them currently in effect; (b) its bylaws or restated bylaws and all amendments to them currently in effect; and (c) a list of the names and business or home addresses of its current directors and officers. The minutes and records described above shall be made available for inspection by current directors of the corporation during normal business hours. In addition, to the extent required by applicable law, the corporation shall make available for inspection during regular business hours, by any individual, copies of: (i) any application filed with and any letter or other document issued by the Internal Revenue Service with respect to the tax-exempt status of the corporation; and (ii) the annual returns filed with the Internal Revenue Service for the three most recent years (to the extent the corporation is required to file such

returns), provided that the names and addresses of contributors to the corporation may be kept confidential.

Section 7.6 Investments. The corporation shall have the right to retain all or any part of any securities or property acquired by the corporation in whatever manner, and to invest and reinvest any funds held by the corporation in such property, real, personal and mixed, and in such manner as the Board of Directors shall deem proper, and from time to time to change investments as the Board of Directors shall deem advisable; to invest in or retain any stocks, shares, bonds, notes, obligations, or personal or real property (including without limitation any interests in or obligations of any corporation, association, business trust, investment trust, common trust fund, or investment company) although some or all of the property so acquired or retained is of a kind or size which but for this express authority would not be considered proper, all according to the judgment of the Board of Directors, without being restricted to the class of investments which a director or trustee is or may hereafter be permitted by law to make or any similar restriction; *provided*, that no action shall be taken by or on behalf of the corporation if such action would result in the denial of tax-exempt status under Section 501(c)(3) of the Code.

Section 7.7 Checks and Drafts. All checks, drafts or other orders for the payment of money issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors, *provided* that any check, draft or other order for the payment of an amount in excess of Five Thousand Dollars (\$5,000.00) shall require two (2) authorized signatures; *provided further* that the Board of Directors may provide by resolution for exceptions to the two-signature requirement for specified checks or drafts or categories of checks or drafts (for example, the payment of recurring obligations such as debt service).

Section 7.8 No Loans to or Guaranties For Directors. The corporation may not lend money to or guarantee the obligation of a director or officer of the corporation, but the fact that a loan or guaranty is made in violation of this section does not affect the borrower's liability on the loan.

Section 7.9 Indemnification.

(a) Intention. The corporation shall indemnify its directors and officers as provided herein. Such provisions shall be interpreted to provide for indemnification of the directors and officers to the extent permitted by the South Carolina Nonprofit Corporation Act.

(b) Definitions.

(i) “Director” means an individual who is or was a director of the corporation or an individual who, while a director of the corporation, is or was serving at the corporation’s request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic business or a nonprofit corporation, partnership, joint venture, trust or other enterprise.

(ii) “Expenses” include counsel fees.

(iii) “Liability” means the obligation to pay a judgment, settlement, penalty, fine, or reasonable expenses actually incurred with respect to a proceeding.

(iv) “Official capacity” means (A) when used with respect to a director, the office of director in the corporation, and (B) when used with respect to an officer, the office in the corporation held by the officer. “Official capacity” does not include service for any other foreign or domestic business or nonprofit corporation or any partnership, joint venture, trust or other enterprise.

(v) “Party” includes an individual who was, is or is threatened to be made a named defendant or respondent in a proceeding.

(vi) “Proceeding” means a threatened, pending, or completed action, suit, or proceeding whether civil, criminal, administrative, or investigative and whether formal or informal.

(c) Indemnification of Directors.

(i) Except as provided in subsection (iii), the corporation shall indemnify an individual made a party to a proceeding because the individual is or was a director against liability incurred in the proceeding if the individual (A) conducted himself in good faith; and (B) reasonably believed (I) in the case of conduct in his official capacity with the corporation, that his conduct was in the corporation’s best interest; and (II) in all other cases, that his conduct was at least not opposed to the corporation’s best interests; and (C) in the case of a criminal proceeding, had no reasonable cause to believe his conduct was unlawful.

(ii) The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent is not, of itself, determinative that the director did not meet the standard of conduct described in subsection (c)(i).

(iii) The corporation shall not indemnify a director under this Section 7.9: (A) in connection with a proceeding by or in the right of a corporation in which the director was adjudged liable to corporation; or (B) in connection with any other proceeding charging improper personal benefit to the director, whether or not involving action in his official capacity, in which the director was adjudged liable on the basis that personal benefit was improperly received by the director.

(iv) Indemnification permitted under this Section 7.9 in connection with a proceeding by or in the right of corporation is limited to reasonable expenses incurred in connection with the proceeding.

(d) Determination and Authorization of Indemnification.

(i) The corporation shall not indemnify a director under this Section 7.9 unless authorized in the specific case after a determination has been made that indemnification of the director is permissible in the circumstances because the director has met the standard of

conduct set forth in Section 7.9(c)(i).

(ii) The determination must be made (A) by the board of directors by majority vote of a quorum consisting of directors not at the time parties to the proceeding; (B) if a quorum cannot be obtained under item (A), by a majority vote of a committee duly designated by the board of directors (in which designation directors who are parties may participate), consisting solely of two or more directors not at the time parties to the proceeding; (C) by special legal counsel (I) selected by the board of directors or its committee in the manner prescribed in items (A) or (B) above; or (II) if a quorum of the board cannot be obtained under item (A) and a committee cannot be designated under item (B), selected by a majority vote of the full board (in which selection directors who are parties may participate). Directors who are at the time parties to the proceeding may not vote on the determination.

(iii) Authorization of indemnification and evaluation as to reasonableness of expenses must be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses must be made by those entitled under subsection (ii)(C) to select counsel.

(iv) A director may not be indemnified until 20 days after the effective date of written notice to the Attorney General of the State of South Carolina of the proposed indemnification.

(e) Indemnification of Officers. An officer of the corporation is entitled to indemnification to the same extent as a director.

(f) Insurance. The corporation may purchase and maintain insurance on behalf of an individual who is or was a director, officer, employee or agent of the corporation, or who, while a director, officer, employee or agent of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee or agent of another foreign or domestic business or nonprofit corporation, partnership, joint venture, trust, or other enterprise, against liability asserted against or incurred by him/her in that capacity or arising from his/her status as a director, officer, employee or agent, whether or not the corporation would have the power to indemnify the person against the same liability under the foregoing provisions of this section or the provisions of the Nonprofit Act.

Adopted _____, 2010

| Amended _____, 2015

_____, Secretary